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ATTORNEYS AT LAW

210 EAST CONSTITUTION

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RECORDATION NO 20227 FILED

April 21, 1998

APR 27 '98

1-54 PM

Mr. Vernon A. Williams, Secretary  
Surface Transportation Board  
12th and Constitution, Room 2311  
Washington, D.C. 20423

CMRRR # Z235353516

Dear Mr. Williams:

I have enclosed an original and one copy of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code. The enclosed document is a:

**Third Amendment to Security Agreement / Collateral Assignment**

dated April 20, 1998, which is a **secondary** document. The primary document to which the enclosed is connected is recorded under Recordation No.:

20227

The parties to the document are:

1. **ITG, Inc.** ("Debtor")
2. **First Capital Bank, ssb** ("Secured Party"), formerly known as South Texas Bank, ssb and prior to that as South Texas Bank, fsb

The equipment covered by the document is comprised of **five (5) steel body gondola railroad cars** described as follows:

CAR INITIAL NUMBERS:	1035 <sup>A</sup> , 1036 <sup>A</sup> , 1147 <sup>B</sup> , 1148 <sup>B</sup> , 1149 <sup>B</sup>
CAR OWNER MARKS:	MACX
CLASS OF CARS:	GB/G515
NUMBER OF CARS:	Five (5)

RECEIVED  
SURFACE TRANSPORTATION  
BOARD  
APR 27 1 54 PM '98

Mr. Vernon A. Williams  
April 20, 1998  
Page 2

CAPACITY OF CARS:                   <sup>A</sup>100-ton/2300 cu. ft. (2)  
  <sup>B</sup>100-ton/2494 cu. ft. (3)

Prior to purchase by Debtor, these cars were marked as follows:

<u>New Reporting Mark</u>	<u>Old Reporting Mark</u>
MACX 1035	DTI 9708
MACX 1036	DTI 9648
MACX 1147	GTW 147146
MACX 1148	GTW 147088
MACX 1149	GTW 147134

The document also covers the Debtor's interest in and to that certain Railroad Car Lease Agreement No. ITG-2381, dated May 1, 1996 by and between Debtor (as lessor) and Meridian Aggregates Company (as lessee) covering and affecting, among others, the five (5) steel body gondola railroad cars described above.

A fee of \$26.00 is enclosed. Please return a recorded original to W. Lee Keeling, Walker, Keeling & Carroll, L.L.P., P.O. Box 108, Victoria, Texas 77902.

A short summary of the document to appear in the index follows:

**Third Amendment to Security Agreement/Collateral Assignment amending the Security Agreement/Collateral Assignment with Recordation No. 20227 between ITG, INC., P.O. Box 1777, Victoria, Texas 77902 (as debtor) and FIRST CAPITAL BANK, SSB (formerly South Texas Bank, ssb), 1205 N. Navarro St., Victoria, Texas 77901 (as secured party) dated July 26, 1996 to add to the collateral covered thereby (i) 5 steel body 100 ton gondola railroad cars, Class GB/G515, to be marked MACX initial nos. 1035 & 1036 and 1147 through 1149, inclusive; and (ii) debtor's interest in Railroad Car Lease Agreement No. ITG-2381, dated May 1, 1996 by and between Debtor (as lessor) and Meridian Aggregates Company (as lessee) covering, among others, 5 railcars above described.**

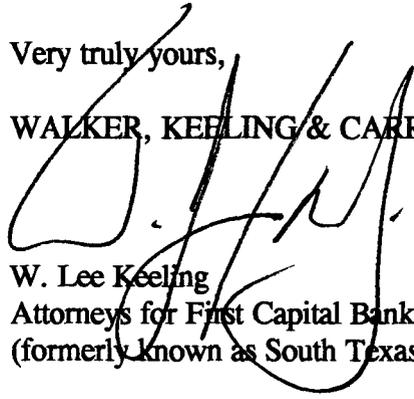
WALKER, KEELING & CARROLL, L.L.P

Mr. Vernon A. Williams  
April 20, 1998  
Page 3

If you have any questions or require any additional information concerning this secondary filing, please don't hesitate to contact the undersigned.

Very truly yours,

WALKER, KEELING & CARROLL, L.L.P.



W. Lee Keeling  
Attorneys for First Capital Bank, ssb  
(formerly known as South Texas Bank, fsb)

WLK:sr

Enclosures

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

OFFICE OF THE SECRETARY

DATE. 4/27/98

W. LEE KEELING  
WALKER, KEELING & CARROLL, L L P  
210 EAST CONSTITUTION  
P O BOX 108  
VICTORIA, TEXAS 77902-0108

DEAR SIR:

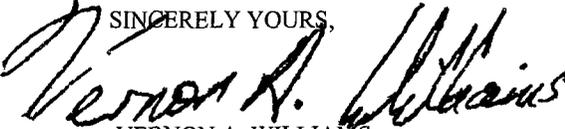
THE ENCLOSED DOCUMENT(S) WAS RECORDED PURSUANT TO THE PROVISIONS OF 49 USC 11301

AND 49 CFR 1177.3 (C), ON AT 4/27/98

, 1 54 PM

ASSIGNED RECORDATION NUMBER(S) 20227-C

SINCERELY YOURS,

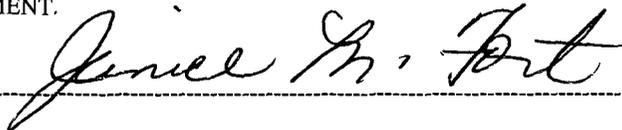
  
VERNON A. WILLIAMS  
SECRETARY

ENCLOSURE(\*S)

26 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 IN THE EVENT OF AN ERROR OR ANY QUESTIONS CONCERNING THIS FEE, YOU WILL RECEIVE NOTIFICATION AFTER THE SURFACE TRANSPORTATION BOARD HAS HAD AN OPPORTUNITY TO EXAMINE YOUR DOCUMENT.

SIGNATURE-----



**THIRD AMENDMENT TO SECURITY AGREEMENT / COLLATERAL ASSIGNMENT**

ITG, INC. ("Debtor"), a Texas corporation, whose address is P O Box 1777, 106 North Main Street, Victoria, Texas 77901, and FIRSTCAPITAL BANK, SSB ("Secured Party"), a Texas savings bank formerly known as South Texas Bank, ssb, whose address is 1205 North Navarro Street, Victoria, Texas 77901, execute this Third Amendment to Security Agreement / Collateral Assignment (this "Amendment"), intending hereby to supplement and amend the terms and provisions of that certain Security Agreement / Collateral Assignment dated July 26, 1996 and executed by Debtor and Secured Party, as the same has been amended from time to time prior to the date hereof (the "Agreement") Debtor and Secured party hereby agree as follows:

1 **CONSTRUCTION:** Capitalized terms used in this Amendment but not specifically defined herein shall have the meaning given them in the Agreement. In the event of conflict between the terms and provisions of this Amendment and those of the Agreement, the terms and provisions of this Amendment shall govern and control

2. **COLLATERAL ADDED:** Debtor and Secured Party agree that Exhibit A to the Agreement and Exhibit B to the Agreement are hereby replaced and amended by the substitution therefor, respectively, of Exhibit A and Exhibit B attached to this Amendment and made a part hereof for all purposes

3. **GRANT OF SECURITY INTEREST IN ALL COLLATERAL:** In order to secure the prompt and unconditional payment and performance of the indebtedness described in, and the obligations, covenants, agreements and undertakings of Debtor under the Agreement, as hereby amended, Debtor hereby grants to Secured Party a security interest in and mortgages, assigns, transfers, delivers, pledges, sets over and confirms to Secured Party all of Debtor's remedies, powers, privileges, rights, titles and interests (including all power of Debtor, if any, to pass greater title than it has itself) of every kind and character now owned or hereafter acquired, created or arising in and to all of the assets, rights and property more particularly listed and described in Exhibit A and Exhibit B attached to this Amendment, together with all parts, accessories, repairs, accessions, appurtenances and additions to and substitutions for any of the foregoing and all products and proceeds of any of the foregoing, all maintenance records, licenses, certifications or other documents relating to the foregoing, and all accounts receivable, rights to payment, and other general intangibles arising from any contract of sale or lease of railroad cars so listed and described, including but not limited to all receivables, rents, revenues, income and profits payable to Debtor hereinafter arising in any way under any railroad car lease agreements so listed and described As used in the Agreement, as hereby amended, the term "Collateral" shall mean all of said properties and interests

4 **ADDITIONAL DEBT:** As used in the Agreement, as hereby amended, the term "Note" shall collectively mean and include all indebtedness now and hereafter evidenced and to be evidenced by each of the following described promissory notes:

(a) the promissory note dated July 26, 1996 in the face amount of ONE HUNDRED THIRTY FIVE THOUSAND and no/100 Dollars (\$135,000 00), bearing interest at the rate or rates therein stated, principal and interest payable to the order of Secured Party on the dates therein stated, with final payment due on July 26, 1999, executed by Debtor and made payable to the order of Secured Party,

(b) the promissory note dated August 9, 1996 in the face amount of THREE HUNDRED FORTY THOUSAND and no/100 Dollars (\$340,000 00), bearing interest at the rate or rates therein stated, principal and interest payable to the order of Secured Party on the dates therein stated, with final payment due on August 9, 2003, executed by Debtor and made payable to the order of Secured Party,

(c) the promissory note dated March 5, 1997 in the face amount of SEVEN HUNDRED TWENTY NINE THOUSAND and no/100 Dollars (\$729,000), bearing interest at the rate or rates therein stated, principal and interest payable to the order of the Secured Party on the date or dates therein stated, with final payment due on February 5, 2007, executed by Debtor and made payable to the order of Secured Party,

(d) the promissory note dated of even date with this Amendment in the face amount of ONE HUNDRED THIRTY THOUSAND and no/100 Dollars (\$130,000 00), bearing interest at the rate or rates therein stated, principal and interest payable to the order of the Secured Party on the date or dates therein stated, with final payment due on March 20, 2008, executed by Debtor and made payable to the order of Secured Party,

together with any and all modifications, extensions, renewals, rearrangements, replacements and increases of any of the foregoing The term "Debt" as used in the Agreement shall mean and include the Note, as defined hereby Borrower acknowledges and agrees that the promissory note of even date herewith, this Amendment, and the other papers this day executed by Borrower and delivered to Lender constitute "Credit Documents" as that term is used in the Agreement

5 **AGREEMENT NOT OTHERWISE CHANGED:** Except as stated herein, the Agreement is not otherwise modified, and remains in full force and effect Debtor repeats, renews, and reaffirms all of the covenants, representations, warranties and other undertakings of the Agreement, as hereby amended

EXECUTED as of the 20<sup>th</sup> day of April, 1998

RECORDATION NO 2022 FILED C

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FIRSTCAPITAL BANK, SSB

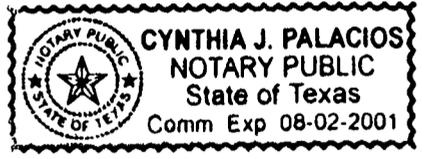
ITG, INC

By: Billy Perkins  
Billy Perkins  
Vice President

By: Michael Sagebiel  
Michael Sagebiel  
President

THE STATE OF TEXAS §  
§  
COUNTY OF VICTORIA §

This instrument was acknowledged before me on this 20<sup>th</sup> day of April, 1998, by MICHAEL SAGEBIEL, President of ITG, Inc, a Texas corporation, on behalf of said corporation.



Cynthia J. Palacios  
Notary Public in and for  
the State of Texas  
Name printed \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

THE STATE OF TEXAS §  
§  
COUNTY OF VICTORIA §

This instrument was acknowledged before me on this 20<sup>th</sup> day of April, 1998, by BILLY PERKINS, Vice President of FirstCapital Bank, ssb, a Texas savings bank, on behalf of said bank



Susan Rodriguez  
Notary Public in and for  
the State of Texas  
Name printed Susan Rodriguez  
My Commission Expires 6-29-98

EXHIBIT A

1. Twelve (12) aluminum body railroad cars described as follows:

CAR INITIAL NUMBERS: 11000 through 11011, inclusive

CAR OWNER MARKS: ITGX

CLASS OF CARS: LO C111

NUMBER OF CARS: Twelve (12)

CAPACITY OF CARS: 100-ton/2605 cu. ft.

Prior to purchase by Debtor, these cars were marked as follows:

<u>New Reporting Mark</u>	<u>Old Reporting Mark</u>
ITGX 11000	SOU 4032
ITGX 11001	SOU 4007
ITGX 11002	SOU 4150
ITGX 11003	SOU 4037
ITGX 11004	SOU 4059
ITGX 11005	SOU 4185
ITGX 11006	SOU 4111
ITGX 11007	SOU 4095
ITGX 11008	SOU 4159
ITGX 11009	SOU 4058
ITGX 11010	SOU 4024
ITGX 11011	SOU 4073

2. MERIDIAN GROUP ONE: Seventeen (17) steel body gondola railroad cars described as follows:

CAR INITIAL NUMBERS: 1001 through 1017, inclusive

CAR OWNER MARKS: MACX

CLASS OF CARS: GR/G515

NUMBER OF CARS: Seventeen (17)

CAPACITY OF CARS: 100-ton/2244 cu. ft.

Prior to purchase by Debtor, these cars were marked as follows:

<u>New Reporting Mark</u>	<u>Old Reporting Mark</u>
MACX 1001	FEC 12684
MACX 1002	FEC 12678
MACX 1003	FEC 12616
MACX 1004	FEC 12647
MACX 1005	FEC 12651
MACX 1006	FEC 12656
MACX 1007	FEC 12659
MACX 1008	FEC 12663
MACX 1009	FEC 12673
MACX 1010	FEC 12675
MACX 1011	FEC 12676
MACX 1012	FEC 12679
MACX 1013	FEC 12680
MACX 1014	FEC 12688
MACX 1015	FEC 12691
MACX 1016	FEC 12692
MACX 1017	FEC 12698

3. MERIDIAN GROUP TWO: Twenty seven (27) steel body gondola railroad cars described as follows:

Car Owner Marks and Initial Numbers upon purchase by Debtor:

Current Car Owner Marks and Initial Numbers:

DRGW 56123	MACX 1134*
DRGW 56137	MACX 1135*
DRGW 56140	MACX 1136*
DRGW 56142	MACX 1137*
DRGW 56160	MACX 1138*
DRGW 56170	MACX 1139*
DRGW 56182	MACX 1140*
DRGW 56214	MACX 1141*
DRGW 56232	MACX 1142*
DRGW 56242	MACX 1143*
DRGW 56271	MACX 1144*
DRGW 56327	MACX 1018**
DRGW 56331	MACX 1019**
DRGW 56337	MACX 1020**
DRGW 56341	MACX 1021**
DRGW 56352	MACX 1022**
SP 329505	MACX 1023**
SP 337642	MACX 1024**
SP 337685	MACX 1025**
SP 337777	MACX 1026**
SP 337863	MACX 1027**
SP 338224	MACX 1028**
SP 338259	MACX 1029**
SP 338277	MACX 1030**
SP 338309	MACX 1031**
SP 323233	MACX 1032**
SP 329329	MACX 1033**

CLASS OF CARS: GB/G515  
NUMBER OF CARS: Twenty-seven (27)  
CAPACITY OF CARS: 100-ton/2750 cu. ft.\*  
100-ton/2244 cu. ft.\*\*

4. MERIDIAN GROUP THREE: Five (5) steel body gondola railroad cars described as follows:

CAR INITIAL NUMBERS: 1035<sup>A</sup>, 1036<sup>A</sup>, 1147<sup>B</sup>, 1148<sup>B</sup>, 1149<sup>B</sup>

CAR OWNER MARKS: MACX

CLASS OF CARS: GB/G515

NUMBER OF CARS: Five (5)

CAPACITY OF CARS: <sup>A</sup>100-ton/2300 cu. ft. (2)  
<sup>B</sup>100-ton/2494 cu. ft. (3)

Prior to purchase by Debtor, these cars were marked as follows:

New Reporting Mark

Old Reporting Mark

MACX 1035	DTI 9708
MACX 1036	DTI 9648
MACX 1147	GTW 147146
MACX 1148	GTW 147088
MACX 1149	GTW 147134

EXHIBIT B

1. Railroad Car Lease Agreement No. ITG-2380, dated March 6, 1996 by and between Debtor (as lessor) and Lone Star Industries, Inc. (as lessee) covering and affecting the twelve (12) aluminum body railroad cars referred to and described in Exhibit A, attached.
  
2. Railroad Car Lease Agreement No. ITG-2381, dated May 1, 1996 by and between Debtor (as lessor) and Meridian Aggregates Company (as lessee) covering and affecting:
  - (a) (per Lease Riders 01 and 02) the seventeen (17) steel body gondola railroad cars referred to and described in Exhibit A, attached as "MERIDIAN GROUP ONE."
  
  - (b) (per Lease Riders 03 and 04) the twenty seven (27) steel body gondola railroad cars referred to and described in Exhibit A, attached as "MERIDIAN GROUP TWO."
  
  - (c) (per Lease Riders 07 and 08) the five (5) steel body gondola railroad cars referred to and described in Exhibit A, attached as "MERIDIAN GROUP THREE."

9