LAW OFFICES
MILES & STOCKBRIDGE
A PROFESSIONAL CORPORATION
10 LIGHT STREET
BALTIMORE, MARYLAND 21202-1487
TELEPHONE 410-727-6464
FAX 410-385-3700

300 ACADEMY STREET
CAMBRIDGE, MD 21613-1865

101 BAY STREET
EASTON, MD 21601-2718

11350 RANDOM HILLS ROAD
FAIRFAX, VA 22030-7429

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

RECORDATION NO. 17781-E
APR 5 - 1996 -12 35 PM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 18230-F
APR 5 - 1996 -12 35 PM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 18212-F
APR 5 - 1996 -12 35 PM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 19960-D
APR 5 - 1996 -12 35 PM
INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION RECEIVED
APR 5 12 27 PM '96

April 4, 1996

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:

> Assignment of Lessor's Interest in Leases 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 modifies the Assignment of Lessor's Interest in Leases dated March 5, 1996 by ITG, Inc. in favor of The First National Bank of Maryland which was recorded with the Surface Transportation Board ("STB") on March 6, 1996 at 10:55 a.m., under Recordation No. 19960-A. Please note that this Assignment was recorded as a secondary document to the Railroad Car Lease Agreement dated December 8, 1995 by and between ITG, Inc. and Vulcan Materials Company which was recorded with the STB on March 6, 1996 at 10:55 a.m., under Recordation No. 19960.

Secondly, enclosed are two notarized copies of the same document to be recorded as a secondary document pursuant to the provisions of 49 U.S.C. §11301(a) as follows:

> Assignment of Lessor's Interest in Leases 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 modifies the Assignment of Lessor's Interest in Leases dated March 22, 1994 by ITG, Inc. in favor of The First National Bank of Maryland which was recorded with the STB on April 1, 1994 at 2:40 p.m., under Recordation No. 17781-B. Please note this Assignment was modified by the Assignment of Lessor's Interest in Leases Modification Agreement dated December 22, 1996 by and between ITG, Inc. and The First National Bank of Maryland which was recorded with the STB on December 27, 1994 at 4:25 p.m., under Recordation No. 17781-D. Both were recorded as secondary documents to the Railroad Car Lease Agreement dated February 7, 1992 by and between ITG, Inc. and Holly Sugar Corporation which was filed with the STB under Recordation No. 17781.

Thirdly, enclosed are two notarized copies of the same document to be recorded as a secondary document pursuant to the provisions of 49 U.S.C. §11301(a) as follows:

Assignment of Lessor's Interest in Leases 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 modifies the Assignment of Lessor's Interest in Leases dated March 22, 1994 by ITG, Inc. in favor of The First National Bank of Maryland which was recorded with the STB on April 1, 1994 at 2:40 p.m., under Recordation No. 18212-C. Please note that this Assignment was recorded as a secondary document to the Railroad Car Lease Agreement dated March 26, 1996 by ITG, Inc. and Martin Marietta Technologies, Inc. which was recorded with the STB on April 27, 1993 at 3:15 p.m., under Recordation No. 18212.

Lastly, enclosed are two notarized copies of the same document to be recorded as a secondary document pursuant to the provisions of 49 U.S.C. §11301(a) as follows:

Assignment of Lessor's Interest in Leases 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 modifies the Assignment of Lessor's Interest in Leases dated April 30, 1993 by ITG, Inc. in favor of The First National Bank of Maryland which was recorded with the STB on May 10, 1993 at 10:50 a.m., under Recordation No. 18230-A. Please note that this Assignment was recorded as a secondary document to the Railroad Car Lease Agreement dated August 4, 1992 by and between ITG, Inc. and United States Gypsum Company which was recorded with the STB on May 10, 1993 at 10:50 a.m., under Recordation No. 18230.

Also enclosed are four (4) checks to cover the costs of recording these documents.

Once these documents have 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

Michele E. Sperato
Secretary to John A. Stalfort

Enclosures

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

4/5/96

John A. Stalfort, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202-1487

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 4/5/96 at 12:35PM, and assigned recordation number(s). 17781-E,18212-F, 18230-F and 19960-D.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

$ 84.00 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 Janice M. Fort

1778-E

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

I HEREBY CERTIFY that the attached Assignment of Lessor's Interest in Leases Modification Agreement is a true and complete copy of said Assignment of Lessor's Interest in Leases Modification Agreement.

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

Deborah J. Hooper
Notary Public

DEBORAH J. HOOPER NOTARY PUBLIC ANNE ARUNDEL CO., MD.

My Commission Expires: 7/27/98

17781-E

APR 5 - 1996 12 35 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LESSOR'S INTEREST IN
LEASES MODIFICATION AGREEMENT

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASES 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 has made a loan to the Borrower in the principal amount of (the "Loan") as evidenced by a Term Business Purpose Promissory Note of even date herewith from the Borrower payable to the Lender. The Loan is secured by, among other things, an Assignment of Lessor's Interest in Leases of even date herewith (the "Loan Assignment") from the Borrower to the Lender.

B. In addition, the Lender has made various loans to the Borrower ("Financial Accommodations") as evidenced by certain promissory notes from the Borrower payable to the Lender as described in Exhibit A attached hereto (the "Notes").

C. The Financial Accommodations have been secured by, among other things, various Assignment of Lessor's Interest in Leases as described in Exhibit B attached hereto (the "Assignments").

D. The Borrower and the Lender desire to amend certain provisions of the Assignments and the Loan Assignment.

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 Assignments and the Loan Assignment are hereby amended as follows:

(a) Each of the Assignments shall, in addition to securing the respective Financial Accommodations in connection with which such Assignment was executed and delivered, secure the Loan; provided, however, assuming no default has occurred and is continuing under the Financial Accommodations, the Assignments listed under paragraphs 2 and 3 on Exhibit B shall no longer secure the Loan on and after the date of receipt by the Lender of the rental payments due on February 1, 1997 under the Holly Sugar Lease and the Martin Marietta Lease (both as defined in Exhibit B).

(b) The Loan Assignment shall, in addition to securing the Loan, secure each of the Financial Accommodations; provided,

however, assuming no default has occurred and is continuing under the Loan, the Loan Assignment shall no longer secure the Financial Accommodations listed under paragraphs 2 and 3 on Exhibit A on and after the date of receipt by the Lender of the rental payments due on February 1, 1997 under the Holly Sugar Lease and the Martin Marietta Lease.

(c) With respect to the Assignment listed under paragraph 2 on Exhibit B (the "Holly Sugar Assignment"), the Lender shall receive from the rentals paid under the Holly Sugar Lease an additional $2,300 per month in excess of the amount necessary to pay the monthly payments of principal and interest due under the Financial Accommodations secured by the Holly Sugar Assignment (the "Holly Sugar Loan") from April 1, 1996 through the date of receipt by the Lender of the rental payments due on February 1, 1997 under the Holly Sugar Lease and the Martin Marietta Lease. Such $2,300 shall be applied by the Lender to the principal and interest payments due under the Loan.

(d) The Borrower ratifies and confirms that (i) the Holly Sugar Assignment secures, in addition to the Holly Sugar Loan, the Financial Accommodations listed under paragraph 3 on Exhibit A (the "Martin Marietta Loan"); (ii) the Assignment listed under paragraph 3 on Exhibit B (the "Martin Marietta Assignment") secures, in addition to the Martin Marietta Loan, the Holly Sugar Loan; and (iii) the Assignment listed under paragraph 4 on Exhibit B (the "U.S. Gypsum Assignment") secures, in addition to the Financial Accommodations listed under paragraph 4 on Exhibit A (the "U.S. Gypsum Loan"), the Financial Accommodations listed under paragraph 1 on Exhibit A (the "First Vulcan Loan").

3. The term "this Agreement" as used in each of the Assignments and the Loan Assignment shall mean the Assignments and the Loan Assignment 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 Assignments and the Loan Assignment as the Lender may require.

5. The Borrower ratifies and confirms all of its liabilities and obligations under the Assignments and the Loan Assignment and agrees that, except as expressly modified in this Agreement, the Assignments and the Loan Assignment continue 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 Assignments or the Loan Assignment or the Notes and shall not constitute a novation as to the obligations of the Borrower under the Assignments or the Loan Assignment or the Notes.

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 on 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.

By: _____ (SEAL)

WITNESS:

THE FIRST NATIONAL BANK OF MARYLAND

By: _____ (SEAL)

B:FN163108.AGT/ITG(6)/Disk1/cmr

EXHIBIT A

LIST OF FINANCIAL ACCOMMODATIONS

1. Term Business Purpose Promissory Note dated March 5, 1996 in the original principal amount of $600,000.

2. Term Business Purpose Promissory Note dated March 31, 1994 in the original principal amount of $998,000, as amended to $1,500,000.

3. Term Business Purpose Promissory Note dated March 31, 1994 in the original principal amount of $910,000.

4. Term Business Purpose Promissory Note dated April 30, 1993 in the original principal amount of $150,000.

EXHIBIT B

LIST OF ASSIGNMENTS

1. Assignment of Lessor's Interest in Leases dated March 5, 1996 from the Borrower to the Lender (re: Riders Nos. 01 and 02 to Railroad Car Lease Agreement No. ITG-2378 dated December 8, 1995 between the Borrower and Vulcan Materials Company (the "Vulcan Lease")).

2. Assignment of Lessor's Interest in Leases dated March 22, 1994 from the Borrower to the Lender (re: Riders Nos. 4, 5, 6, 7 and 8 to Railroad Car Lease Agreement No. ITG-2363 dated February 7, 1992 between the Borrower and Holly Sugar Corporation (the "Holly Sugar Lease")).

3. Assignment of Lessor's Interest in Leases dated March 22, 1994 from the Borrower to the Lender (re: Riders Nos. 1, 2 and 3 to Railroad Car Lease Agreement No. ITG-2370 dated March 26, 1993 between the Borrower and Martin Marietta Technologies, Inc. (the "Martin Marietta Lease")).

4. Assignment of Lessor's Interest in Leases dated April 30, 1993 from the Borrower to the Lender (re: Riders Nos. 1, 2 and 3 to Railroad Car Lease Agreement No. ITG-2368 dated August 4, 1992 between the Borrower and United States Gypsum Company (the "U.S. Gypsum Lease")).