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WASHINGTON, D.C.

January 22, 1997

RECORDATION NO. 17781-G

JAN 27 1997 -10 45 AM

via FEDERAL EXPRESS

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

Re: Our File No.: 258-1373

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:

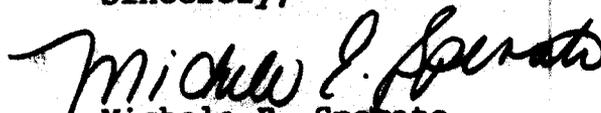
Assignment of Lessor's Interest in Leases Modification Agreement dated January 21, 1997 between ITG, Inc. (106 N. Main, Victoria, Texas 77902) and The First National Bank of Maryland (25 South Charles Street, Baltimore, Maryland 21201) which relates to Railroad Car Lease Agreement entered into February 7, 1992 by and between ITG, Inc. (106 N. Main, Victoria, Texas 77902) and Holly Sugar Corporation (P.O. Box 1052, Colorado Springs, Colorado 80901) which was recorded with the Interstate Commerce Commission under Recordation No. 17781.

Also enclosed is a check in the amount of \$22.00 to cover the costs of filing this document.

Once this document has been recorded, please return the same to the undersigned.

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

Sincerely,



Michele E. Sperato
Assistant to John A. Stalfort

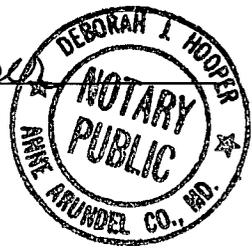
Enclosures

STATE OF MARYLAND, CITY OF BALTIMORE, 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 22nd day of January, 1997.

Deborah J. Hooper
Notary Public



My Commission Expires: 7-27-98

17781-G

3 1997-145 AB

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 21st day of January, 1997, by and between ITG, INC., a Texas corporation (the "Pledgor"), and THE FIRST NATIONAL BANK OF MARYLAND, a national banking association (the "Lender"), witnesseth:

Recitals

A. The Lender made a loan to the Pledgor in the principal amount of \$ (the "Financial Accommodations") as evidenced by the Term Business Purpose Promissory Note dated March 31, 1994, from the Pledgor payable to the Lender in the principal amount of the Financial Accommodations (the "Original Note"). Pursuant to a Term Business Promissory Note Modification Agreement dated December 22, 1994, the Lender and the Pledgor amended certain provisions of the Original Note. The Original Note as so amended is hereinafter referred to as the "Note".

B. The Lender required, as a condition to the making of the Financial Accommodations, the execution and delivery of an Assignment of Lessor's Interest in Leases dated March 22, 1994 (the "Original Assignment"), by the Pledgor in favor of the Lender. Pursuant to an Assignment of Lessor's Interest in Leases Modification Agreement dated December 22, 1994, the Lender and the Pledgor amended certain provisions of the Original Assignment. The Original Assignment as so amended is hereinafter referred to as the "Assignment".

C. The Lender has agreed to amend the Note. In connection therewith, the Pledgor and the Lender desire to amend certain provisions of the Assignment.

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

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

2. The Assignment is hereby amended as follows:

The definition of Lease is amended to mean Rider No. 4, Rider No. 5, Rider No. 6, Rider No. 7, Rider No. 8 and Rider No. 9 to that certain Railroad Car Lease Agreement No. ITG-2363 dated February 7, 1992 by and between the Pledgor and Holly Sugar Corporation and such Railroad Car Lease Agreement as it relates to such Riders.

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

4. The Pledgor will execute such confirmatory instruments with respect to the Assignment as amended by this Agreement as the Lender may require.

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

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 one agreement

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

ATTEST:

ITG, INC.

Cornie P. [Signature]

By: *[Signature]* (SEAL)

WITNESS:

THE FIRST NATIONAL BANK
OF MARYLAND

By: _____ (SEAL)

A:FN137304.ASG/ITG(\$1,500,000)/Dlakl/mas

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

ATTEST:

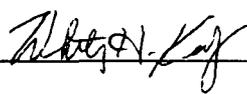
ITG, INC.

By: _____ (SEAL)

WITNESS:

THE FIRST NATIONAL BANK
OF MARYLAND



By:  _____ (SEAL)

A:FN137304.ASG/ITG(\$1,500,000)/Disk1/mes