RECORDATION NO. 22007 FILED

FEB 1 '99 12-10PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.
20006-2973

(202) 393-2266
FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

February 1, 1999

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases, dated December 30, 1998, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed documents are:

Debtor: Intercoastal Capital Corporation
2202 Timberloch Place
The Woodlands, TX 77380

Secured Party: Sterling Bank
13111 Westheimer Road
Houston, TX 77077

A description of the railroad equipment covered by the enclosed documents is:

Sixty (60) railcars identified on Exhibit A to the Mortgage.

Also enclosed is a check in the amount of $26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/bg
Enclosures

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

OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street,NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed documents (s) was recorded pursuant to the provisions of 49 U.S.C. 11301 and CFR 1177.3 (c), on 2/1/99 at 12:10PM , and assigned recordation numbers (s): 22007 and 21842-C.

Sincerely Yours,

Vernon A. Williams

Vernon A. Williams

Enclosure(s)
52.00
$_____ 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 a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature----------

RECORDATION NO 22027 FILED

FEB 1 '99 12-10PM

RAILROAD CAR MORTGAGE, SECURITY AGREEMENT ASSIGNMENT OF INTEREST IN LEASES AND FINANCING STATEMENT

MORTGAGOR: INTERCOASTAL CAPITAL CORPORATION
2202 Timberloch Place, Suite 215
The Woodlands, Texas 77380

MORTGAGEE: STERLING BANK
13111 Westheimer Road
Houston, Texas 77077

COLLATERAL: 60 Tank Railroad Cars

and

Assignment of Management Agreement by which the railroad cars are leased to INTERCOASTAL LEASING, INC., 2202 Timberloch Place, Suite 215, The Woodlands, Texas 77380.

RAILROAD CAR MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF INTEREST IN LEASES AND FINANCING STATEMENT

Date: December 30, 1998

THIS RAILROAD CAR MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF INTEREST IN LEASES AND FINANCING STATEMENT ("Agreement") made and entered into by and between STERLING BANK ("Secured Party"), whose address is 13111 Westheimer Road, Houston, Texas 77077, and INTERCOASTAL CAPITAL CORPORATION ("Debtor"), whose address is 2202 Timberloch Place, Suite 215, The Woodlands, Texas 77380,

as follows:

1. Indebtedness. The Security Interest (defined below) is herein created to secure all obligations and indebtedness to Secured Party, direct or indirect, related or unrelated, now existing or hereafter arising, of whatsoever kind or character, whenever or however created or incurred of Debtor including, but not limited to, those provided for in that certain Loan Agreement (herein so called) dated of even date herewith by and between the Secured Party as Lender and the Debtor as Borrower, which Loan Agreement covers and describes, among other obligations, that certain loan being $720,000 Term Loan, together with all renewals, extensions and rearrangements thereof and any sums advanced pursuant to the provisions hereof (the "Indebtedness").

2. Agreement and Collateral. For value received, Debtor hereby grants to Secured Party a security interest ("Security Interest") in the following described railroad cars and certain leases relating thereto, together with the additional property described in paragraph 3F hereof ("Collateral"), to-wit:

(i) SIXTEEN (16) 32,000 gallon nominal capacity high pressure railroad tank cars, TWENTY-FOUR (24) 33,500 gallon nominal capacity high pressure railroad tank cars, TWENTY (20) 23,500 gallon nominal capacity railroad tank cars, bearing the numbers set forth in Exhibit "A" attached hereto and made a part hereof for all purposes;

(ii) The rights of the Debtor under certain management agreements now, or hereinafter, applicable to all or any portion of the above-described cars, including, but not limited to, those certain MANAGEMENT AGREEMENTS (herein collectively the "Management Agreements") described on Exhibit "B" hereto between INTERCOASTAL LEASING, INC., having its offices at 2202 Timberloch Place, Suite 215, The Woodlands, Texas 77380 and one or more of the Debtors pertaining to the lease and maintenance of the above-described railroad cars, and all amendments to such agreements or any new agreements pertaining to any other railroad cards.

3. Debtor's Warranties, Covenants and Further Agreements.

A. Title. Except for the Security Interest, Debtor owns or on acquisition will own, the Collateral free from any lien, security interest, encumbrance or claim (except liens for current taxes not due) and Debtor will, at Debtor's cost, keep the Collateral free from any other lien, security interest, encumbrance or claim, and defend the Security Interest and Debtor's rights in the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor is the duly registered owner of the Collateral pursuant to a proper registration under the Revised Interstate Commerce Act, as amended, and Debtor qualifies in all respects as a citizen of the United States as defined in said Act. Debtor has the power and authority to execute and deliver this Agreement. The execution, delivery, and performance of this Agreement by Debtor do not and will not violate any law or any rule, regulation or order of any governmental authority. This Agreement and any instrument or document which is, or shall be, included in the Collateral is, and shall be, genuine and legally enforceable and free from any setoff, counterclaim, or defense.

B. Recorded Instruments. No conveyance, financing statement, or other instrument affecting Debtor's title to the Collateral or any part thereof is on file in any public office. At Secured Party's request Debtor will execute all financing statements and other instruments and take all other actions deemed necessary by Secured Party to perfect the Security Interest and Debtor will pay all costs thereof. A carbon, photographic or other reproduction of this Agreement or of any financing statement covering the Collateral shall be sufficient as a financing statement and may be filed as a financing statement. The address of Debtor designated at the beginning of this Agreement is Debtor's place of business if Debtor has only one place of business; Debtor's chief executive office if Debtor has more than one place of business; or Debtor's residence if Debtor has no place of business.

C. Assignment. Other than as provided for in the Management Agreements, Debtor will not sell, lease, rent, charter, or otherwise dispose of all or part of the Collateral. Secured Party may assign or transfer all or part of its rights in, and obligations, if any, under the Indebtedness, the Collateral and this Agreement.

D. Insurance. Debtor shall be responsible for any loss of or damage to the Collateral. Debtor shall at its own expense insure the Collateral against property damage and carry insurance against public liability in such amounts and with such insurers as are acceptable to Secured Party. Debtor shall name Secured Party or cause Secured Party to be named as an additional insured under all policies of liability insurance and as the loss payee under all policies of casualty insurance. Secured Party is hereby authorized in its own name and in the name of Debtor to collect, adjust, and settle any claims under any policies of casualty insurance and to endorse any checks, drafts, or instruments in connection therewith. Secured Party may apply any proceeds from casualty insurance to the Indebtedness in such manner as Secured Party may elect. All policies of insurance shall provide for written notice to Secured Party at least THIRTY (30) days prior to cancellation. If Debtor fails to obtain or maintain any insurance required hereunder or fails to provide evidence of such insurance in form and content satisfactory to Secured Party, Secured Party, at its option and in addition to its other remedies, may obtain substitute insurance, or may obtain insurance that covers only the Secured Party's interest in the Collateral. Secured Party may add to the Indebtedness the

premium advanced by Secured Party for any such insurance, and may charge interest on the amount of such premium at the maximum rate permitted by applicable law.

E. Maintenance. Debtor will maintain and keep the Collateral in good condition and repair and will maintain, service, repair, overhaul, and test the Collateral so as to keep the Collateral in good operating condition in conformity with any applicable mandatory manufacturer's operating manual, instructions or service bulletins and the Collateral shall be maintained in good standing at all times under all applicable federal and state law. Debtor agrees that the Collateral will not be maintained, used, or operated in violation of any policy of insurance or any law or any rule, regulation, or order of any governmental authority having jurisdiction. Debtor will maintain all records, logs, and other materials required by applicable state and federal law and regulation to be maintained in respect of the Collateral, and Secured Party or its agents shall have the right to inspect the Collateral and examine, audit, and copy all records, logs, and other material relating to the Collateral. Debtor will not enter into any maintenance interchange or pooling arrangement affecting the Security Interest in the Collateral, or any part thereof. At any time Debtor shall furnish reports, data and financial statements, including audits by independent public accountants, in respect of the Collateral and Debtor's business and financial condition, as Secured Party may require. Debtor will pay promptly when due all taxes and assessments on the Collateral or for its use and operation and all costs, expenses and insurance premiums necessary to preserve, protect, maintain and collect the Collateral. Secured Party may, at its option, discharge such costs, expenses, and premiums for the repair, maintenance, and preservation of the Collateral, and all sums so expended shall be part of the Indebtedness and shall bear interest at the maximum rate permitted by applicable law.

F. Additional Property. The Collateral includes (i) all products and proceeds of, accessions to, and substitutions and replacements for, the property described in Paragraph 2 above and all leases, subleases, rental agreements, charter agreements, and other agreements relating to the property described in Paragraph 2 above, including, but not limited to, Debtor's right to receive any and all rents, lease payments, fees or other amounts under such leases, subleases or agreements, and (ii) all books, logs, records, registrations, schedules, and warranties that relate to the Collateral. Secured Party shall have the right to set off and apply against the Indebtedness or any part thereof at any time, without notice to Debtor, any and all deposits or other sums at any time credited by or due from Secured Party to Debtor, whether in a special account or other account or represented by a certificate of deposit (whether or not matured), which deposits and other sums shall at all times constitute additional security for the Indebtedness. Debtor will immediately deliver all additional property to Secured Party upon receipt by Debtor, with proper instruments of transfer and assignment, if possession by Secured Party is necessary to perfect Secured Party's Security Interest or if otherwise required pursuant to this Agreement. The Collateral shall not include, in the case of consumer goods, any after-acquired property other than accessions and property acquired within TEN (10) days after Secured Party has given value to Debtor.

G. Change of Location. Debtor agrees that the Collateral will not be operated or located outside the FORTY-EIGHT (48) states constituting the continental United States.

H. Condition. The Collateral is currently in good working order. Debtor will at all times keep the Collateral duly registered with the Surface Transportation Board and all other federal

and state authorities having jurisdiction, and will not allow such registration at any time to expire, or to be suspended, revoked, cancelled or terminated.

I. Notice of Changes. Debtor will immediately notify Secured Party of any change occurring in or to the Collateral, of any change in Debtor's principal place of business, chief executive office, or residence, or of any change in any fact or circumstance warranted or represented by Debtor to Secured Party, or if any event of default under this Agreement occurs.

J. Indemnity. Debtor hereby agrees to indemnity and hold Secured Party harmless from and against any and all present and future claims, actions, liabilities, and damages arising in connection with this Agreement, the Indebtedness, or the Collateral, and all costs and expenses (including attorneys' fees) incurred by Secured Party in respect thereof.

4. Rights of Secured Party. Debtor hereby appoints Secured Party as Debtor's attorney-in-fact to do any act which Debtor is obligated by this Agreement to do, to exercise all rights of Debtor in the Collateral, and to do all things deemed necessary by Secured Party to perfect the Security Interest and preserve, collect, enforce and protect the Collateral and any insurance proceeds thereof, all at Debtor's cost and without any obligation on Secured Party so to act, including, but not limited to, transferring title into the name of Secured Party, or its nominee, or receipting for, settling, or otherwise realizing upon the Collateral. Secured Party may, in its discretion, require Debtor to give possession or control of the Collateral to Secured Party; take control of the Collateral or proceeds thereof and use cash proceeds to reduce any part of the Indebtedness; require additional Collateral; notify the post office authorities to change the address for delivery of mail to Debtor to an address designated by Secured Party and to receive, open, and dispose of mail addressed to Debtor; exercise such rights as Debtor might exercise relative to the Collateral, including, without limitation, the leasing, chartering, renting or other utilization thereof; give notices to account debtors and other parties liable under the Collateral to make payment directly to Secured Party; renew, extend, or otherwise change the terms and conditions of any of the Collateral or the Indebtedness; compromise, prosecute, or defend any action, claim, or proceeding concerning the Collateral; endorse any checks, draft, documents, or instruments arising in connection with or pertaining to the Collateral; reject as unsatisfactory any property hereafter offered by Debtor as Collateral; designate, from time to time, a certain percentage of the Collateral as the loan value and require Debtor to maintain the Indebtedness at or below such figure. Secured Party shall not be liable for any act or omission on the part of Secured Party, its officers, agents or employees, except willful misconduct. Secured Party shall not be responsible for any depreciation in the value of the Collateral or for preservation of rights against prior parties. Additionally, and without regard to whether an Event of Default then exists, the Secured Party may, from time to time, and at any time, notify GLNX Corporation, and direct them to make all future payments due under any Management Agreement directly to the Secured Party for immediate application to the Indebtedness. The foregoing rights and powers of Secured Party may be exercised before or after default and shall be in addition to, and not a limitation upon, any rights and powers of Secured Party given herein or by law, custom, or otherwise.

5. Events of Default. Debtor shall be in default hereunder upon the happening of any of the following events or conditions: (a) any default in the timely payment or performance of the

Indebtedness or any part thereof; (b) any failure or refusal of Debtor or any Obligated Party (hereinafter defined) to perform or observe any obligation, covenant, or agreement made or owed by it to Secured Party; (c) any warranty, representation, or statement made or furnished to Secured Party by or on behalf of Debtor or any Obligated Party proves to have been false in any material respect when made or furnished; (d) any loss, theft, substantial damage, sale, unlawful use, unauthorized transfer, or other deterioration or impairment of the Collateral or any part thereof; (e) the death, incapacity, dissolution, liquidation, merger, consolidation, termination of existence, insolvency, or business failure of Debtor or any Obligated Party, or the appointment of a receiver, trustee, or other legal representative for Debtor or any Obligated Party or any of their respective property, or Debtor or any Obligated Party shall make an assignment for the benefit of its creditors, or proceedings under any bankruptcy or insolvency law shall be commenced by or against Debtor or any Obligated Party; (f) any event which permits the acceleration of the maturity of indebtedness of Debtor or any Obligated Party to others under any indenture, agreement, or undertaking; (g) the making of any levy, attachment, execution, or other process against Debtor or any Obligated Party or any of the Collateral; (h) Secured Party at any time deems itself insecure or believes that the prospect of payment or performance of the Indebtedness or any portion thereof is impaired; (i) any judgment shall have been rendered against Debtor or any Obligated Party which remains unpaid for THIRTY (30) days or (j) any default under the Loan Agreement.

For purposes of this Agreement, the term "Obligated Party" means any guarantor, surety, endorser, or other party (other than Debtor) directly or indirectly obligated, primarily or secondarily, for the Indebtedness or any portion thereof.

6. Remedies of Secured Party upon Default. When an event of default occurs, and at any time thereafter, Secured Party may declare all or any part of the Indebtedness immediately due and payable and may proceed to enforce payment of the same and to exercise any and all of the rights and remedies provided by the Texas Uniform Commercial Code ("Code"), as well as all other rights and remedies possessed by Secured Party under this Agreement, at law, in equity, or otherwise. Secured Party may also require Debtor at Debtor's cost to assemble the Collateral and all log books and records relating thereto and make them available to Secured Party at any place to be designated by Secured Party which is reasonably convenient to both parties. For purposes of the notice requirements of the Code, Secured Party and Debtor agree that notice given at least FIVE (5) days prior to the related action hereunder is reasonable. Secured Party shall have authority to enter upon any premises upon which the Collateral may be situated, and remove the same therefrom. Expenses of retaking, holding, maintaining, insuring, preparing for sale or lease, selling, leasing, or the like, shall include, without limitation, Secured Party's reasonable attorneys' fees and legal expenses and all such expenses shall be recovered by Secured Party before applying the proceeds from the disposition of the Collateral toward the Indebtedness. Secured Party may use its discretion in applying the proceeds of any disposition of the Collateral. All rights and remedies of Secured Party hereunder are cumulative and may be exercised singly or concurrently. The exercise of any right or remedy will not be a waiver of any other.

7. General.

A. Waiver by Secured Party. No waiver by Secured Party of any right hereunder or of any default by Debtor shall be binding upon Secured Party unless in writing. Failure or delay by Secured Party to exercise any right hereunder or waiver of any default of Debtor shall not operate as a waiver of any other right, of further exercise of such rights, or of any further default.

B. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, receivers, trustees and assigns where permitted by this Agreement. If this Agreement is signed by more than one Debtor, each Debtor shall be jointly and severally liable for all representations, warranties, and agreements hereunder, and all provisions hereof regarding the Indebtedness or the Collateral shall apply to any Indebtedness or Collateral of any or all of them. This Agreement shall constitute a continuing agreement applying to all future as well as existing transactions, such future transactions being contemplated by Debtor and Secured Party. If all Indebtedness shall at any time be paid in full, this Agreement shall nonetheless remain in full force and effect with respect to any Indebtedness thereafter incurred.

C. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America and is performable in the county where the principal office of Secured Party is located. Except as otherwise provided herein, all terms used herein which are defined in the Code shall have the meanings therein stated.

D. Notice. Notice shall be given or sent when mailed postage prepaid to Debtor's address given above or to Debtor's most recent address as shown by notice of change on file with Secured Party.

E. Modification. This Agreement shall not be amended in any way except by a written agreement signed by the parties hereto.

F. Severability. The unenforceability of any provision of this Agreement shall not affect the enforceability or validity of any other provision hereof.

G. Construction. If there is any conflict between the provisions hereof and the provisions of the Indebtedness, the latter shall control. The captions herein are for convenience of reference only and not for definition or interpretation.

H. Waiver by Debtor. Debtor hereby waives presentment demand, notice of intent to demand, notice of dishonor, protest, notice of acceleration, notice of intent to accelerate, and notice of protest, and all other notices with respect to collection, or acceleration of maturity, of the Collateral and the Indebtedness.

I. Additional Terms. All annexes and schedules attached hereto, if any, are hereby made a part hereof.

J. ENTIRE AGREEMENT. THIS AGREEMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THIS AMENDMENT, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

K. Counterparts. This Agreement can be in any number of counterparts each of which shall be deemed an original for purposes of enforcing the same and production of any original other than the original to be produced need not be required.

SECURED PARTY:

STERLING BANK, a bank organized under the laws of the State of Texas

By: Jimmy G Cox
Name: Jimmy G Cox
Title: Sr. V.P.

(execute in blue ink only)

DEBTOR:

INTERCOASTAL CAPITAL CORPORATION, a Texas corporation

By: B Chris Kirtley
Name: B. Chris Kirtley
Title: President

(execute in blue ink only)

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 30th day of December, 1998, before me personally appeared B. Chris Kirtley, to me personally known, who being by me duly sworn, says that he is the President of INTERCOASTAL CAPITAL CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, (or if no seal is affixed then no seal has been adopted by the corporation), and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and he acknowledged that execution of the foregoing instrument was the free act and deed of said corporation.

Cathy J. Hatcher
Notary Public in and for
the State of Texas

Cathy J. Hatcher
Printed Name of Notary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 30 day of December, 1998, before me personally appeared Jimmy G. Cox, to me personally known, who being by me duly sworn, says that he is the Senior V.P. of STERLING BANK, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, (or if no seal is affixed then no seal has been adopted by the corporation), and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and he acknowledged that execution of the foregoing instrument was the free act and deed of said corporation.

Gina C. Tipps
Notary Public in and for
the State of Texas

Gina C. Tipps
Printed Name of Notary

::ODMA\PCDOCS\HOUSTON_1\338877\2
137:20233-8

EXHIBIT "A"

INTERCOASTAL CORPORATION RAIL CARS

Car Number	Owner	Car Type	DOT #	Date Built	Name of Lessee
ICLX101	Intercoastal Capital Corporation	T389 33,500 Gallon Pressurized	112J340	1964	CLARK OIL
ICLX102	Intercoastal Capital Corporation	T389 33,500 Gallon Pressurized	112J340	1964	RAILWEST
ICLX103	Intercoastal Capital Corporation	T389 33,500 Gallon Pressurized	112J340	1964	TEXACO
ICLX104	Intercoastal Capital Corporation	T389 33,500 Gallon Pressurized	112J340	1964	RAILWEST
ICLX105	Intercoastal Capital Corporation	T389 33,500 Gallon Pressurized	112J340	1964	TEXACP
ICLX106	Intercoastal Capital Corporation	T389 33,500 Gallon Pressurized	112J340	1964	RAILWEST
ICLX107	Intercoastal Capital Corporation	T419	112J400	1962	CHEVRON
ICLX108	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	CHEVRON

Car Number	Owner	Car Type	DOT #	Date Built	Name of Lessee
ICLX109	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	TEXACO
ICLX110	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	TEXACO
ICLX111	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	TEXACO
ICLX112	Intercoastal Capital Corporation	T419 33,500 Gallon Pressurized	112J400	1963	TEXACO
ICLX113	Intercoastal Capital Corporation	T389 33,500 Gallon Pressurized	112J340	1964	CHEVRON
ICLX114	Intercoastal Capital Corporation	T389 33,500 Gallon Pressurized	112J340	1964	CHEVRON
ICLX115	Intercoastal Capital Corporation	T389 33,500 Gallon Pressurized	112J340	1964	TEXACO
ICLX116	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	TEXACO
ICLX117	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	TEXACO

Car Number	Owner	Car Type	DOT #	Date Built	Name of Lessee
ICLX118	Intercoastal Capital Corporation	T419 33,500 Gallon Pressurized	112J400	1963	TEXACO
ICLX119	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	TEXACO
ICLX120	Intercoastal Capital Corporation	T389 33,500 Gallon Pressurized	112J340	1964	CHEVRON
ICLX121	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	TEXACO
ICLX122	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	TEXACO
ICLX123	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	TEXACO
ICLX124	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	TEXACO
ICLX125	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	TEXACO
ICLX126	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	TEXACO

Car Number	Owner	Car Type	DOT #	Date Built	Name of Lessee
ICLX127	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	CHEVRON
ICLX128	Intercoastal Capital Corporation	T419 33,500 Gallon Pressurized	112J400	1963	TEXACO
ICLX130	Intercoastal Capital Corporation	T419 33,500 Gallon Pressurized	112J400	1963	CHEVRON
ICLX131	Intercoastal Capital Corporation	T389 33,500 Gallon Pressurized	112J340	1964	CHEVRON
ICLX132	Intercoastal Capital Corporation	T389 33,500 Gallon Pressurized	112J340	1964	CHEVRON
ICLX133	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	RAILWEST
ICLX134	Intercoastal Capital Corporation	T419 33,500 Gallon Pressurized	112J400	1963	RAILWEST
ICLX135	Intercoastal Capital Corporation	T419 33,500 Gallon Pressurized	112J400	1963	TEXACO
ICLX136	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	TOSCO

Car Number	Owner	Car Type	DOT #	Date Built	Name of Lessee
ICLX137	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	TEXACO
ICLX138	Intercoastal Capital Corporation	T419 33,500 Gallon Pressurized	112J400	1963	TEXACO
ICLX139	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	CHEVRON
ICLX140	Intercoastal Capital Corporation	T419 33,500 Gallon Pressurized	112J400	1963	TOSCO
ICLX150	Intercoastal Capital Corporation	T419 32,000 Gallon Pressurized	112J400	1962	CHEVRON

::ODMA\PCDOCS\HOUSTON_1\338348\2
137:999993-1

For These Cars Current Car No.	Approved Car No.	Owner	Car Type	DOT #	Year Built	Name of Lessee
TIMX 12633	ICLX311	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	P&G OIL SE
TIMX 12634	ICLX312	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	P&G OIL SE
TIMX 12635	ICLX313	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	P&G OIL SE
TIMX 12636	ICLX314	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	P&G OIL SE
TIMX 12637	ICLX315	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	P&G OIL SE
TIMX 12666	ICLX316	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	P&G OIL SE
TIMX 12667	ICLX317	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	P&G OIL SE
TIMX 12668	ICLX318	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	ANGUS CHEM
TIMX 12669	ICLX319	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	P&G
TIMX 12670	ICLX320	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	P&G

Exhibit "A"

For These Cars Current Car No.	Approved Car No.	Owner	Car Type	DOT #	Year Built	Name of Lessee
TIMX 12529	ICLX301	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	RAIL-LEASE
TIMX 12530	ICLX302	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	VAN WATERS
TIMX 12531	ICLX303	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	P&G
TIMX 12532	ICLX304	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	P&G
TIMX 12533	ICLX305	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	P&G
TIMX 12534	ICLX306	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	ANGUS CHEM
TIMX 12535	ICLX307	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	ANGUS CHEM
TIMX 12536	ICLX308	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	P&G OIL SE
TIMX 12537	ICLX309	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	P&G OIL SE
TIMX 12632	ICLX310	Intercoastal Capital Corporation	23,500 Gallons	111A100W3	1978	P&G OIL SE

EXHIBIT B
to
Railroad Car Mortgage
from
Intercoastal Capital Corporation

The Management Agreement dated January 5, 1995 between Intercoastal Capital Corporation as Owner in favor of Intercoastal Leasing Corporation as Manager.

::ODMA\PCDOCS\HOUSTON_1\339210\1
137:20233-8