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BILL OF SALE

INTERSTATE COMMERCE COMMISSION

WILLBROS TERMINAL COMPANY, a Delaware corporation (hereinafter called "Seller"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) in current lawful money of the United States of America, and other good and valuable consideration, paid to it by NORTH AMERICAN CAR CORPORATION, a Delaware corporation (hereinafter called "Buyer"), does hereby confirm that it has granted, bargained, sold, transferred and set over, and does hereby grant, bargain, sell, transfer and set over the following units of railroad equipment:

<u>CAR NUMBER</u>	<u>YEAR BUILT</u>	<u>DESCRIPTION</u>
WMBX 103	GATX - 1967	30,000 Gal. Tank Car
" 109	" "	" " " "
" 111	" "	" " " "
" 112	" "	" " " "
" 113	" "	" " " "
" 114	" "	" " " "
" 117	" "	" " " "
" 120	" "	" " " "
" 121	" "	" " " "
" 130	" "	" " " "

Seller hereby warrants to Buyer that Seller has legal title to such units and good and lawful right to sell such units and that title to such units is free of all claims, liens, security interests and other encumbrances of any nature, except for a short term lease on Cars WMBX 114 and 117 held by Union Carbide Corporation.

Seller hereby covenants to defend this title to subject units of railroad equipment against the demands of all persons whomsoever based on claims originating prior to the delivery of subject units by Seller.

No Warranty of Condition: The cars above described are sold to Buyer on a "where is, as is" basis. Seller was not the manufacturer of the above-described equipment and does not warrant the same against any patent or latent defects in materials, workmanship or capacity, and does not warrant that the equipment will satisfy the requirements of any law, rule, standard or contract specification. All risks and liabilities attributable to such defects and/or a failure of such equipment to meet such requirements are assumed by Buyer. No modification of this No Warranty Clause shall be binding upon Seller unless it be in writing and signed by Seller.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed in its name by its Vice President thereunto duly authorized and its corporate seal to be hereunto affixed and duly attested this 14th day of May, 1974.

WILLBROS TERMINAL COMPANY,
a Delaware corporation

By *Paul M. Shiner*
Vice President

ATTEST:

John A. [Signature]
Assistant Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of May, 1974, personally appeared Beryl H. McElhiney, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Ida Mae Wilkitt
Notary Public

My commission expires:

June 29, 1975