

VINSON & ELKINS  
ATTORNEYS AT LAW

3300 FIRST CITY TOWER  
1001 FANNIN

HOUSTON, TEXAS 77002-6760

TELEPHONE 713 651-2222 TELEX 762146

THE WILLARD OFFICE BUILDING  
1455 PENNSYLVANIA AVE. N.W.  
WASHINGTON, D.C. 20004-1007  
TELEPHONE 202 639-6500 TELEX 89680

FIRST CITY CENTRE  
816 CONGRESS AVENUE  
AUSTIN, TEXAS 78701-2496  
TELEPHONE 512 495-8400

47 CHARLES ST., BERKELEY SQUARE  
LONDON W1X 7PB, ENGLAND  
TELEPHONE 01 441 491-7236  
CABLE VINELKINS LONDON WI-TELEX 24140

January 22, 1988

RECORDATION NO. 5488 Filed 1426

JAN 29 1988 13 02 PM

2020 LTV CENTER  
2001 ROSS AVENUE  
DALLAS, TEXAS 75201-2916  
TELEPHONE 214 979-6600

Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Room 2303  
Washington, D.C.

INTERSTATE COMMERCE COMMISSION

Date 1-29-88  
Page 10:00

ICC Washington, D.C.

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed with this letter are an original and a copy of a Bill of Sale covering 50 tank cars from Don R. Mullins, as Seller, to GLNX Corporation, as Buyer. The address of the Seller is Don R. Mullins Interests, 4545 Post Oak Place Drive, Suite 144, Houston, Texas 77027. The address of the Buyer is GLNX Corporation, 25231 Grogan's Mill Road, Suite 500, The Woodlands, Texas 77380.

Please forward a file-stamped copy of the Bill of Sale and any further correspondence regarding the tank cars to GLNX Corporation at the address referenced above.

Sincerely,

*Alberto R. Gonzales*  
Alberto R. Gonzales

0583:2309  
c/MULLINS/n.ltr  
Enclosures

*Counterpart - Cynthia L. Yee*

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Alberto R. Gonzales  
3300 First City Tower  
1000 Fannin  
Houston, TX 77002

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 1/29/88 at 12:05PM, and assigned recordation number(s). 15488

Sincerely yours,

*Norita R. McGee*

Secretary

Enclosure(s)

JAN 29 1988 - 3 02 PM

INTERSTATE COMMERCE COMMISSION

BILL OF SALE AND ASSIGNMENT

IN CONSIDERATION of the receipt of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, and for other good and valuable consideration, DON R. MULLINS, a resident of Houston, Texas ("Seller") does hereby sell, assign, transfer and convey absolutely to GLNX CORPORATION, a Texas corporation ("Buyer"), all right, title and interest in and to the railway rolling stock ("Cars") more specifically described in Exhibit A attached hereto and made a part hereof, and all of Seller's interest in all leases, contracts and agreements in effect with respect to the use or employment of the Cars, but only to the extent assignable. The Cars are sold "as is" and "where is" without any warranty as to quality or condition, and SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

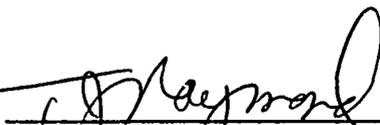
Seller warrants that he is the lawful owner of the Cars and that title to the Cars is hereby transferred to Buyer free and clear of all liens and encumbrances except for those matters set forth in Exhibit B attached hereto and made a part hereof for all purposes.

Buyer agrees to accept and assume all of Seller's rights and obligations under said leases, contracts and agreements, and in connection therewith, agrees to indemnify and to hold Seller harmless from any loss, liability, damage, cost or expenses (including reasonable attorneys' fees) resulting to Seller as a result of Buyer's failure to perform any term, covenant, or condition under any of said leases, contracts and agreements required to be performed from and after the date hereof.

DATED this 25th day of January, 1988.

  
DON R. MULLINS

GLNX CORPORATION

By:   
Name: J. J. Raymond  
Title: VP - Treasurer

## EXHIBIT A

<u>Old Car Number</u>	<u>New Car Number</u>	<u>Date Built</u>
RTMX 12560	GLNX 86197	November, 1978
RTMX 12561	GLNX 86158	November, 1978
RTMX 12562	GLNX 86219	November, 1978
RTMX 12563	GLNX 86200	November, 1978
RTMX 12564	GLNX 86155	November, 1978
RTMX 12565	GLNX 86199	November, 1978
RTMX 12566	GLNX 86201	November, 1978
RTMX 12567	GLNX 86019 ✓	November, 1978
RTMX 12706	GLNX 86202	November, 1978
RTMX 12707	GLNX 86195	November, 1978
RTMX 12708	GLNX 86167	November, 1978
RTMX 12709	GLNX 86161	November, 1978
RTMX 12710	GLNX 86164	November, 1978
RTMX 12711	GLNX 86156	November, 1978
RTMX 12712	GLNX 86133	November, 1978
RTMX 12713	GLNX 86135	November, 1978
RTMX 12855	GLNX 86174	November, 1978
RTMX 12856	GLNX 86175	November, 1978
RTMX 12857	GLNX 86179	November, 1978
RTMX 12858	GLNX 86176	November, 1978
RTMX 12888	GLNX 86224	June, 1980
RTMX 12889	GLNX 86211	June, 1980
RTMX 12894	GLNX 86150	June, 1980
RTMX 12896	GLNX 86098 ✓	June, 1980
RTMX 12898	GLNX 86085 ✓	May, 1980
RTMX 12899	GLNX 86101	June, 1980
RTMX 12900	GLNX 86213	May, 1980
RTMX 12901	GLNX 86111	June, 1980
RTMX 12902	GLNX 86144	June, 1980
RTMX 12903	GLNX 86222	June, 1980
RTMX 12904	GLNX 86149	June, 1980
RTMX 12905	GLNX 86112	June, 1980
RTMX 12906	GLNX 86113	June, 1980
RTMX 12907	GLNX 86114	June, 1980
RTMX 12909	GLNX 86217	June, 1980
RTMX 12910	GLNX 86084 ✓	June, 1980
RTMX 12911	GLNX 86115	June, 1980
RTMX 12912	GLNX 86108	June, 1980
RTMX 12913	GLNX 86116	June, 1980
RTMX 12914	GLNX 86075 ✓	June, 1980
RTMX 12915	GLNX 86105	June, 1980
RTMX 12917	GLNX 86216	June, 1980
RTMX 12918	GLNX 86117	June, 1980
RTMX 12920	GLNX 86324	June, 1980

<u>Old Car Number</u>	<u>New Car Number</u>	<u>Date Built</u>
RTMX 12921	GLNX 86203	June, 1980
RTMX 12922	GLNX 86326	June, 1980
RTMX 12924	GLNX 86204	June, 1980
RTMX 12925	GLNX 86106	June, 1980
RTMX 12926	GLNX 86227	June, 1980
RTMX 12928	GLNX 86199	May, 1980



EXHIBIT B

TO BILL OF SALE AND ASSIGNMENT

1. Any and all leases, contracts and other agreements entered into by Buyer as the Manager of the Cars, whether or not authorized under the terms of that certain Management Agreement, dated effective March 16, 1987, between Don R. Mullins and GLNX Corporation, and other leases under which the Cars are leased.
  2. Any and all charges, fees, expenses or levies relating to the Cars for which the Buyer is obligated to pay on behalf of Seller pursuant to the terms of the above-referenced Management Agreement.
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