



EXHIBIT “ ”
TANK (RAIL) CAR LEASE

This Lease becomes a part of the Contract upon execution of the Contract and, unless otherwise specifically provided herein, applicable provisions of the Contract (e.g., Excuses for Nonperformance, Notices, Governing Law) shall be deemed included in this Lease. Any terms used in this Lease which are defined in the Contract are intended to have the same meaning when used in this Lease.

1. PERIOD. This Lease shall be in effect from the date of the Contract and will continue in effect for the duration of the Contract to which it is attached; otherwise, the Lease may be terminated by either party at any time by giving the other party at least 15 days written notice.

2. LEASE. Each private Railroad car in which Seller, during the continuance of this Lease, ships Products to Buyer’s destination, shall automatically become and be subject to this Lease from the time when said car is delivered by Seller to a Railroad for transportation to Buyer until the time when said car is actually released empty by Buyer to a Railroad; but said car shall be deemed to be in Buyer’s possession only when it is actually or constructively placed for Buyer’s use.

3. USE-DETENTION. Buyer’s use of cars under this Lease is restricted to the initial transportation of the Products shipped therein, and for temporary storage of said Products while in Buyer’s possession. Buyer shall not be entitled to any mileage allowances accruing with respect to said car. If Buyer uses the car(s) for other transportation needs without Seller’s prior approval, then Buyer’s possession for detention purposes will not terminate until the receipt and acceptance of car(s) at Seller’s designated delivery location. For each full or fractional calendar day during which any car remains in Buyer’s control beyond the free time specified below for the type of car, Buyer shall pay Seller on demand a detention charge at the daily rate specified for said car. Calculation of free time will commence with the constructive placement of the car by a Railroad until Lessee releases empty car to a Railroad. The daily rate specified is subject to change by Seller on at least 30 days written notice:

Table with 3 columns: Car Type, Free Time, Daily Rate. Row 1: Pressure Tank Car, 7 days, \$150.00

4. DAMAGE. If any car is in any respect damaged or defective when it enters Buyer’s possession, in addition to providing written notice, Buyer shall promptly notify Seller by calling (713)241-3345, and also notify the delivering Railroad. If no such notice is given, Lessee is deemed to have accepted the car in the condition in which delivered. Buyer shall not undertake any repair of or other work on said car(s) (except for emergency repairs) without Seller’s prior approval. When possession of any car is surrendered by Buyer, it shall be in as good condition as when received by Buyer, excepting reasonable wear and tear. Buyer will be responsible for any missing parts, damage or destruction of said car while in Buyer’s possession.

5. INDEMNIFICATION. Buyer shall defend (if said defense is tendered to Buyer), indemnify and hold Seller harmless from and against all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees) arising out of or in connection with the use of any car pursuant to the terms of this Lease, except claims, liabilities, losses, damages, costs and expenses (i) for which one or more Railroads have assumed full responsibility or (ii) which result solely from the active negligence or willful misconduct of Seller.

6. ASSIGNMENT. Buyer shall not, in whole or in part, assign or sublet this lease or any of the car(s), or any rights hereunder, without the written consent of Seller. No rights of Buyer under this Lease shall pass to any successor or assignee of Lessee by operation of law without the written consent of Seller.