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INTERSTATE COMMERCE COMMISSION

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

The undersigned, a notary public, hereby certifies the attached document is a true copy of the original Sublease of Railroad Equipment, dated September 11, 1971, by and between Phillips Petroleum Company and Cities Service Pipe Line Company.

Done at Tulsa, Oklahoma this 18th day of October, 1971.

Martha Copple

My Commission Expires:

Martha Copple — Notary Public
in and for the State of Oklahoma
My Commission expires June 2, 1975

SUBLEASE

THIS SUBLEASE OF RAILROAD EQUIPMENT, dated September 11, 1971, by and between PHILLIPS PETROLEUM COMPANY, a Delaware corporation (hereinafter called "Lessee"), party of the first part, and CITIES SERVICE PIPE LINE COMPANY, a Delaware corporation (hereinafter called "Sublessee"), party of the second part:

W I T N E S S E T H:

WHEREAS, by Lease dated April 2, 1956, The Guardian Life Insurance Company of America (hereinafter called "Owner") leased one hundred and fourteen (114) Dual Purpose Railroad Tank Cars to Lessee for a term of twenty (20) years, with an annual option to continue said Lease for not more than five (5) successive additional terms of one (1) year each, said Lease to terminate under the additional terms provision on April 10, 1981;

WHEREAS, Lessee has agreed with Sublessee to make to it a sublease of all the existing Dual Purpose Railroad Tank Cars presently in the possession of Lessee, being one hundred and eleven (111) in number (hereinafter called "Cars"), at the rental and for the term and upon the conditions hereinafter provided, and Owner has given its consent to such sublease;

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter stated to be kept and performed by Sublessee, the Lessee hereby sublets and transfers the Cars to Sublessee upon the following terms and conditions:

1. Lessee hereby sublets and transfers to Sublessee, and Sublessee leases and acquires from Lessee, all of the

following Cars when each such Car is delivered to Sublessee at Beaumont, Texas, each of which is presently identified by the reporting mark (identification symbol) PSPX and numbered:

Existing Car Number	Existing Car Number	Existing Car Number	Existing Car Number
13401	18011	18040	18068
13402	18012	18041	18069
13403	18013	18042	18070
13404	18014	18043	18071
13405	18015	18044	18072
13406	18017	18045	18073
13407	18018	18046	18074
13408	18019	18047	18075
13409	18020	18048	18076
13410	18021	18049	18077
13411	18022	18050	18078
13412	18023	18051	18079
13413	18024	18052	18080
13414	18025	18053	18081
13415	18026	18054	18082
13416	18027	18055	18083
13417	18028	18056	18084
13418	18029	18057	18085
18001	18030	18058	18086
18002	18031	18059	18087
18003	18032	18060	18088
18004	18033	18061	18089
18005	18034	18062	18090
18006	18035	18063	18092
18007	18036	18064	18093
18008	18037	18065	18094
18009	18038	18066	18096
18010	18039	18067	

As soon as reasonably practicable after the delivery of each Car to Sublessee at Beaumont, Texas, the Sublessee will cause the reporting mark now borne by each of the Cars to be changed from PSPX to CSOX and the car number now borne by each of the Cars, as specified above, to be changed to the car numbers 10000 to 10110 consecutively. At all times thereafter the Sublessee will cause each Car subject to this sublease to bear on each side thereof such new reporting mark and such new car number. As soon as reasonably practicable after the execution of this sublease, Sublessee shall deliver to Lessee at the address specified

in paragraph 16 hereof a list showing the existing car numbers and the corresponding new car number of each car.

2. This sublease shall commence and become effective for each Car upon delivery of said Car to Sublessee at Beaumont, Texas, except as otherwise provided in paragraph 3 following, and shall terminate and expire on April 9, 1981. Lessee shall give to Owner any notice necessary to cause an extension of its said Lease with Owner to and including April 10, 1981.

3. Sublessee agrees to pay to Lessee for the term of this sublease a daily "fixed rental" of \$2.252 for each of the Cars subject to this sublease. For the purpose of determining the commencement of the "fixed rental" hereunder, each of the Cars shall be considered "subject to this sublease" as aforesaid upon the delivery by Lessee of each of the Cars to Beaumont, Texas or other location designated by Sublessee. The first monthly installment of rent for each Car shall be paid on the first day of the month after delivery of the Car and each and every other monthly installment of rent shall be due and owing on or before the 1st day of each month following the month during which said delivery occurred.

The Sublessee agrees to pay as "additional rental" for all of the Cars at any time subject to this sublease, the following amounts:

A. all amounts required to be paid by the Sublessee under paragraphs 1 and 5 hereof in placing, preserving

or replacing on the Cars the reporting mark, car numbers and identification plates required by said paragraphs;

B. all amounts required to be paid by the Sublessee under paragraph 6 hereof as taxes, assessments or other governmental charges levied or assessed against the Sublessee, Owner or Lessee;

C. all amounts required to be paid by the Sublessee under paragraph 8 hereof in connection with the annual reports and inspections relating to the Cars;

D. all amounts required to be paid by the Sublessee under paragraph 9 hereof in maintaining and repairing the Cars, in complying with regulations relating to the Cars, in indemnifying the Owner or Lessee against any expenses or liabilities arising from the operation of the Cars, and in discharging the risks assumed by Sublessee as to the fitness, design or condition of the Cars;

E. all amounts required to be paid by the Sublessee under paragraph 11 hereof in connection with the return of the Cars;

F. all amounts required to be paid by the Sublessee under paragraph 14 hereof in connection with the filing, recording or registering of this sublease or any other documents in connection therewith; and

G. all other amounts of every kind or character required to be paid by the Lessee on account of this sublease or the operation of the Cars hereunder, other than amounts required to be paid as fixed rental in this paragraph or paragraphs 7, 10 and 12 hereof.

All such additional rentals shall be paid by the Sublessee as

and when they accrue, such payments to be made to the parties entitled thereto; provided, however, that if the Lessee or Owner are required to make any such payments, the Sublessee shall promptly reimburse the Lessee or Owner therefor.

It is contemplated that the Sublessee shall receive, insofar as applicable law and regulations allow, all mileage allowances, rentals and/or other compensation payable by carriers by reason of the use of such Cars (hereinafter called "Mileage"), but it is understood and agreed that if for any reason the Lessee receives any Mileage, then (unless an event of default specified in paragraph 10 hereof shall have occurred and be continuing) the Lessee shall remit such Mileage to the Sublessee promptly after the Sublessee shall have furnished to the Lessee an opinion, ruling or other evidence, satisfactory to the Lessee, that the remittance thereof to the Lessee will not violate any applicable law or regulation.

All payments provided for in this sublease shall, if to the Lessee, be made payable to Phillips Petroleum Company and transmitted to the office of the Treasurer of the Lessee at Fourth and Keeler Streets, Bartlesville, Oklahoma 74004, or, if to the Sublessee, be made payable to Cities Service Pipe Line Company and transmitted to the office of the Treasurer of Sublessee at P. O. Box 300, Tulsa, Oklahoma 74102, or, in either case, at such other place or places as the parties hereto shall agree in writing.

4. Sublessee shall not, without prior written consent of Lessee and of Owner, sublet, assign, encumber or in any way transfer its leasehold interest under this sublease

to any or all of the leased Cars.

Notwithstanding the foregoing provisions of this paragraph, the Sublessee may (i) sublease all or any of the Cars to any subsidiary, or the parent company, of the Sublessee, and (ii) sublease all or any of the Cars to any other person, firm or corporation to the extent that such sublease is in the judgment of the Sublessee necessary or appropriate or helpful to the conduct of its ordinary business; provided, however, that each such sublease shall be evidenced by a written sublease between the Sublessee and its lessee which shall specifically state that such Car and such sublease are in all respects subject and subordinate to Lessee's lease with Owner and to this sublease and, if required for the protection of Owner's title to or Lessee's interest in such Car, the Sublessee shall cause such sublease to be filed, registered or recorded wherever required for such protection.

5. Lessee has caused to be plainly, distinctly, permanently and conspicuously placed and fastened upon each side of each Car a metal plate bearing the following words in letters not less than one inch in height:

"THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA,
OWNER AND LESSOR".

If during the continuance of this sublease any such plate shall at any time be removed, defaced or destroyed on any Car, the Sublessee shall immediately cause the plate to be restored or replaced. The Sublessee shall not allow the name of any person, association or corporation to be placed on any of the Cars as a designation which might be interpreted as indicating a claim of ownership thereof by any person, association or

corporation other than the Owner; but the Sublessee may letter the Cars with the names or initials or other insignia customarily used by the Sublessee on its railroad cars of the same or a similar type for convenience of identification of the right of the Sublessee to use and operate the Cars under this sublease.

6. The Sublessee agrees that, during the continuance of this sublease, in addition to the fixed rental herein provided, it will promptly pay all taxes, assessments and other governmental charges levied or assessed upon the interest of the Sublessee in the Cars subject to this sublease or any thereof or upon the use or operation thereof or the earnings arising therefrom and will promptly pay or reimburse the Lessee or Owner for all taxes, assessments and other governmental charges levied or assessed against the Lessee or Owner on account of their interest or ownership of such Cars or any thereof or on account of the use or operation thereof or on account of the earnings arising therefrom (exclusive, however, of any income taxes on the rentals herein provided or on Mileage which is paid to and retained by the Lessee except any such tax on rentals or Mileage which is in lieu of, or relieves the Sublessee from, the payment of taxes which it would otherwise be obligated to pay or reimburse as hereinbefore provided), including any sales or similar taxes payable on account of the leasing of the Cars hereunder; but the Sublessee shall not be required to pay the same so long as it shall in good faith and by appropriate legal or administrative proceedings contest the validity or amount thereof unless thereby, in the judgment, of the Lessee or Owner, the interest or title of the Lessee or Owner to such Cars will be materially endangered. The Lessee shall not

voluntarily pay any such tax, assessment or other governmental charge which the Sublessee is obligated to pay or to reimburse the Lessee or Owner as aforesaid without first consulting with the Sublessee and affording the Sublessee an opportunity to contest, in good faith by appropriate legal or administrative proceedings, the validity or amount thereof, unless thereby, in the judgment of the Lessee or Owner the title of the Owner to such Cars will be materially endangered. In the event any tax reports are required to be made on the basis of individual Cars, the Sublessee will either make such reports in such manner as to show the ownership of such Cars by the Owner or will notify the Lessee of such requirement and will make such report in such manner as shall be satisfactory to the Lessee or Owner.

7. In case any Car shall become lost, destroyed or damaged beyond repair, then, on the first day thereafter that fixed rental is required to be paid pursuant to paragraph 3 hereof, the Sublessee shall pay to the Lessee (in addition to the accrued daily fixed rental for such Car which is payable to such day), as damages in lieu of any further claim of the Lessee to or on account of such Car, an amount of cash determined in accordance with Rule 107 of the Association of American Railroads, Interchange Rule, or such other rule or regulation as may be applicable at the time any such Cars are so lost, destroyed or damaged beyond repair, computed on a basis as though each of the Cars had not been improved, converted or otherwise modified since the commencement of this sublease.

8. The Sublessee shall furnish to the Lessee on or before the twentieth day of April in each year during the term

of this sublease, commencing with the year 1972, and at such other times as the Lessee shall reasonably request during the continuance of this sublease, an accurate statement signed by the President or one of the Vice Presidents of the Sublessee, stating:

A. as of the eleventh day of April: (1) the car numbers of all Cars then subject to this sublease, (2) the car numbers of any of the Cars that have become lost, destroyed or damaged beyond repair during the period elapsed since the end of the period covered by the last previous such report (or since the date hereof in the case of the first such report), (3) the car numbers of all of the serviceable Cars, (4) the car numbers of all of the Cars awaiting repairs and (5) the car numbers of all of the Cars in the shops for repairs; and

B. that, in the case of all of the Cars repainted or repaired during such period, the metal plates described in paragraph 5 hereof have been preserved on such Cars or that such Cars have been again plated as required by said paragraph 5 and that the reporting mark and the appropriate car number have been repainted or preserved on each side of each such Car in accordance with paragraph 1 hereof.

The Owner or Lessee shall have the right, by its authorized representatives, to inspect the Cars, at the sole cost and expense of the Sublessee, at such times as shall be reasonably necessary to confirm to the Owner or Lessee the existence and proper maintenance thereof during the continuance

of this sublease.

9. The Sublessee agrees to maintain and keep all of the Cars subject to this sublease in good order and repair, ordinary wear and tear excepted, at its own cost and expense.

The Sublessee agrees to comply with all governmental laws, regulations and requirements, and with the Rules of Interchange of the Association of American Railroads (or of any successor thereto), with respect to the use, maintenance and operation of each Car subject to this sublease; in case any equipment or appliance on any such Car shall be required to be changed or replaced, or in case any additional or other equipment or appliance is required to be installed on such Car in order to comply with such laws, regulations, requirements and Rules, the Sublessee agrees to make such changes, additions and replacements; and the Sublessee agrees to maintain such Car in full compliance with such laws, regulations, requirements and Rules so long as it is subject to this sublease.

Any parts installed or replacements made upon the Cars by the Sublessee shall be considered accessions to the Cars and title thereto shall be immediately vested in the Owner, without cost or expense to the Owner or Lessee.

The Sublessee agrees to indemnify and save harmless the Owner and Lessee against any charge or claim made against the Owner and Lessee, and against any expense or liability which the Owner and Lessee may incur by reason of its ownership or leasehold interest, respectively, of any Car while it is subject to this sublease, in any manner arising out of or as a result of the use or operation of such Car, and to indemnify

and save harmless the Owner and Lessee against any claim or suit on account of any accident in connection with the operation of such Car resulting in damage to property or injury to any person.

Both the Owner and Lessee make no warranty or representation, either expressed or implied, as to the fitness, design or condition of, or as to the quality of the material, equipment or workmanship in, the Cars, it being agreed that all such risks, as between the Owner, the Lessee and the Sublessee are to be borne by the Sublessee.

10. If, during the continuance of this sublease, one or more of the following events (herein sometimes called "events of default") shall occur:

A. default shall be made in the payment of any part of the rental provided in paragraph 3 hereof and such default shall continue for 30 days;

B. the Sublessee shall make or permit any unauthorized assignment or transfer of this sublease or of possession of the Cars, or any thereof, and shall fail or refuse to cause such assignment or transfer to be cancelled by agreement of all parties having any interest therein and to recover possession of such Cars within thirty (30) days after written notice from the Owner or Lessee to the Sublessee demanding such cancellation and recovery of possession;

C. default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Sublessee contained herein and such default shall continue for thirty (30)

days after written notice from the Owner or Lessee to the Sublessee specifying the default and demanding the same to be remedied;

D. a decree or order by a court having jurisdiction in the premises shall have been entered

- (1) adjudging the Sublessee a bankrupt or insolvent,
- (2) approving as properly filed a petition seeking reorganization of the Sublessee under the Bankruptcy Act or any other State or Federal law,
- (3) for the appointment of a receiver or liquidator or trustee in bankruptcy or insolvency of the Sublessee or of the property or any substantial portion of the property of the Sublessee, or
- (4) for the winding up or liquidation of the affairs of the Sublessee,

and such decree or order shall have remained in force undischarged and unstayed for sixty (60) days;

E. the Sublessee shall

- (1) institute proceedings to be adjudged a voluntary bankrupt,
- (2) consent to the filing of a bankruptcy proceeding against it,
- (3) file a petition or answer or consent seeking reorganization or readjustment under the Bankruptcy Act or any other State or Federal law, or otherwise invoke any law for the aid of debtors, or consent to the filing of any such petition,
- (4) consent to the appointment of a receiver or

liquidator or trustee in bankruptcy or insolvency of it or of its property or any substantial portion of its property,

- (5) make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or
- (6) take any corporate action in furtherance of any of the aforesaid purposes;

then, in any such case, the Owner or Lessee, at its option, may

(a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Sublessee of the applicable covenants of this sublease or to recover damages for the breach thereof; or

(b) by notice in writing to the Sublessee terminate this sublease, whereupon all right of the Sublessee to or in the use of the Car shall absolutely cease and determine as though this sublease had never been made, but the Sublessee shall remain liable as hereinafter provided; and thereupon, the Owner or Lessee may by its agent enter upon the premises of the Sublessee or other premises where any of the Cars may be and take possession of all or any of such Cars and thenceforth hold, possess and enjoy the same free from any right of the Sublessee or its successors or assigns, or

anyone claiming through the Sublessee, or its successors or assigns, to use the Cars for any purpose whatever, but the Owner and Lessee shall, nevertheless, have a right to recover from the Sublessee any and all amounts which under the terms of this sublease may be then due or which may have accrued to the date of such termination and also to recover forthwith from the Sublessee (i) as damages for loss of the bargain and not as a penalty a sum which represents the excess of the present worth, at the time of such termination, of the aggregate fixed rentals for the Cars which would otherwise have accrued hereunder from the date of such termination to the end of the sublease over the then present worth of the fair rental value of the Cars for such period, such present worth to be computed in each case on the basis of a 4-1/4% per annum discount, compounded quarter-annually from the respective dates upon which fixed rentals would have been payable hereunder had this sublease not been terminated, and (ii) any damages in addition thereto which the Owner or Lessee shall have sustained by reason of the breach of any covenant or covenants of this sublease other than for the payment of rental.

The remedies in this sublease provided in favor of the Owner or Lessee shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity. The Sublessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify any of the remedies herein

provided, to the extent that such waiver is permitted by law.

11. Upon the expiration of the term of this sublease, unless the Lessee shall have exercised its option to purchase the Cars pursuant to the terms of its Lease with Owner and to paragraph 12, infra, hereof, the Sublessee shall forthwith deliver possession of the Cars to the Lessee in good order and repair, ordinary wear and tear excepted. Upon the termination of this sublease pursuant to the provision of paragraph 10 hereof, the Sublessee shall forthwith deliver possession of all the Cars to the Lessee in good order and repair, ordinary wear and tear excepted. For the purpose of delivering possession of any Cars to the Lessee as above required, the Sublessee shall at its own cost and expense forthwith:

A. assemble such Cars and place them upon such storage tracks in East St. Louis, Illinois (or such other place or places as the parties hereto shall agree in writing), as the Lessee may select;

B. provide storage at the risk of the Lessee for such Cars on such tracks for a period of one hundred (100) days after written notice to the Lessee specifying the place of storage and the car numbers of the Cars so stored; and

C. cause the same or any thereof to be transported, at any time within such one hundred (100) day period, to any place or places on lines of railroad within a twenty-five (25) mile radius of such storage tracks, all as directed by Lessee.

The assembling, delivery, storage and transporting of the Cars as hereinbefore provided are of the essence of this sublease,

and upon application to any court of equity having jurisdiction in the premises the Owner or Lessee shall be entitled to a decree against the Sublessee requiring specific performance of the covenants of the Sublessee so to assemble, deliver, store and transport the Cars.

Without in any way limiting the obligations of the Sublessee under the foregoing provisions of this paragraph, the Sublessee hereby irrevocably appoints the Lessee or Owner as the agent and attorney of the Sublessee with full power and authority, at any time while the Sublessee is obligated to deliver possession of any Car to the Lessee, to demand and take possession of such Car in the name and on behalf of the Sublessee from whomsoever shall at the time be in possession of such Car.

12. The right to purchase the Cars is a personal right granted by Owner to Lessee and is not assigned or otherwise transferred by this sublease; however, if Sublessee desires to purchase all, but not less than all, of the Cars then subject to this sublease, it shall give written notice to such effect to Lessee not more than two hundred and eighty (280) days nor less than two hundred and twenty (220) days prior to the expiration of this sublease, and, upon receipt of such notice, Lessee shall with reasonable and due diligence proceed to exercise its option to purchase said Cars in accordance with the terms of its Lease with Owner.

The purchase of the Cars then subject to this sublease shall be effective upon payment on the 10th day of April, 1981, of a purchase price for each such Car in an amount equal to the fair market value of such Car on the date notice of the

exercise of the option to purchase is given by Lessee to Owner, and, upon receipt of the purchase price for said Cars, a delivery by Lessee to Sublessee of an appropriate bill of sale for said Cars.

In order to determine the appropriate purchase price for each Car then subject to this sublease, Sublessee shall include in its aforesaid notice a statement of its determination of the amount of the purchase price for each said Car, which determination shall, in turn be submitted by Lessee to Owner. Promptly upon receipt by Lessee of Owner's notice in writing as to whether or not Owner agrees with the purchase price determination submitted to it by Lessee, Lessee shall in turn notify Sublessee of Owner's agreement or disagreement with said purchase price determination. If Owner disagrees, the purchase price shall be determined in accordance with this paragraph, by arbitration for which the Sublessee will assume full responsibility.

In the event arbitration of an appropriate purchase price is necessary as aforesaid, the Owner and Sublessee, acting through Lessee, shall each appoint an arbitrator and shall give the other party written notice of such appointment within fifteen (15) days after the Owner has advised the Lessee of such disagreement, and the two arbitrators so appointed shall appoint a third arbitrator, and the decision of any two thereof shall be binding upon the parties hereto. If either Owner or Sublessee shall fail to appoint its arbitrator within the time herein provided and it shall thereafter fail to do so for ten (10) days after written demand from the other that it do so, then the arbitrator appointed by the other party shall be the sole arbitrator and

his decision shall be binding upon the parties hereto. If the two arbitrators appointed by the Owner and Sublessee shall fail to appoint a third arbitrator within ten (10) days after the appointment of the second arbitrator, then the appointment of the third arbitrator shall be made by the chief judge of the United States District Court for the Southern District of New York upon the application of either such party, and such party shall give the other party hereto ten (10) days' notice of the time and place of the hearing of such application for appointment. The Sublessee agrees to pay all expenses incurred by the Owner or Lessee in connection with any such sale, including, but not limited to, any sales or other taxes (except taxes measured by income) incurred or payable in connection with such sale, the expense of such arbitration, if any, and any out-of-pocket expenses incurred by the Owner or Lessee in connection with such sale and any such arbitration.

13. Concurrently with the execution and delivery of this sublease, the Sublessee will deliver to the Lessee the written opinion of Graydon D. Luthey, counsel for the Sublessee, in scope and substance satisfactory to the Lessee and its counsel, to the effect:

A. that the sublessee is a corporation legally incorporated and validly existing, in good standing, under the laws of the State of Delaware, with adequate corporate power to enter into this sublease;

B. that this sublease has been duly authorized, executed and delivered by the Sublessee and constitutes a valid, legal and binding agreement of the Sublessee

enforceable in accordance with its terms;

C. that no approval is required from any public regulatory body with respect to the entering into or performance of this sublease; and

D. that the entering into and performance of this sublease will not result in any breach of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon the Sublessee's leasehold interest under this sublease in the Cars pursuant to, any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Sublessee is a party or by which it may be bound.

14. The Sublessee will promptly cause this sublease to be filed with the Interstate Commerce Commission and to be filed, registered or recorded wherever else required (and thereafter will cause it to be filed, registered or recorded and refiled, reregistered or rerecorded whenever and wherever required) in each place in the United States of America or elsewhere for the proper protection, to the satisfaction of the Owner or Lessee, of the Owner's and Lessee's title or interest to the Cars; and the Sublessee will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register or record (and will refile, reregister or rerecord whenever required) any and all further instruments, required by law or reasonably requested by the Owner or Lessee, for the purpose of protection of such title or interest, or for the purpose of carrying out the intention of this sublease. The Sublessee will pay all costs, charges and expenses incident to the filing, refiling, registering, reregistering, recording

and rerecording of this sublease and incident to the preparation, execution, filing, refiling, registering, reregistering, recording and rerecording of any such further instrument or incident to the taking of any such other action.

15. Sublessee shall have the right to modify or alter the Cars in accordance with the Department of Transportation, Regulation 111A configuration; provided that, any and all Cars so modified or altered shall conform to any of the applicable regulations of the Department of Transportation, Association of American Railroads; and provided, further, that concurrent with the execution and delivery of this sublease, Sublessee will deliver to Lessee the written opinion of Mr. A. O. Weatherholt, President of Sublessee, that the modification or alteration of the Cars will not result in a diminution of the value of any or all of the Cars.

16. Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when deposited in the United States mails, first-class postage prepaid, addressed as follows:

If to the Lessee:

Phillips Petroleum Company
Fourth and Keeler Streets
Bartlesville, Oklahoma 74004

Attention: Supply and Transportation Department -
Transportation Division

If to the Sublessee:

Cities Service Pipe Line Company
P.O. Box 300
Tulsa, Oklahoma 74102

Attention: Mr. A. O. Weatherholt, President

or addressed to either party at such other address as such party

shall hereafter furnish to the other in writing.

17. It is expressly agreed by the parties hereto that this sublease is subject and subordinate in all respects to the rights of Owner obtained under its said Lease with Lessee.

18. Lessee expressly covenants and agrees not to take any action, or refrain from doing any act, which will prejudice the rights acquired by Sublessee hereunder.

19. This sublease, and any lease or sublease supplemental hereto, may be executed in several counterparts, each of which so executed shall be deemed to be an original, and in each case such counterparts together shall constitute but one and the same instrument.

20. It is agreed by the parties hereto that the laws of the State of Texas shall apply regarding the performance of the terms and conditions of this instrument.

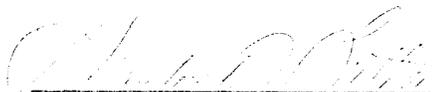
IN WITNESS WHEREOF, the Lessee and Sublessee, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed, as of the day and year first above written.

ATTEST:



Witness Secretary

ATTEST:



Witness Secretary

PHILLIPS PETROLEUM COMPANY

Lessee

By 

Vice President

CITIES SERVICE PIPE LINE COMPANY

Sublessee

By 

Vice President

STATE OF OKLAHOMA)
) SS.
COUNTY OF WASHINGTON)

Before me, VERA NICKELS, a notary public in and for said state, on this 17th day of September, 1971, personally appeared John E. Hanna, to me known to be the identical person who subscribed the name of PHILLIPS PETROLEUM COMPANY, 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 set forth.

Vera Nickels
Notary Public
VERA NICKELS

My commission expires:

MARCH 7, 1973

STATE OF Texas)
) SS.
COUNTY OF Brewster)

Before me, Mary Ann Zickler, a notary public in and for said state, on this 23rd day of September, 1971, personally appeared R. H. Chittwood, to me known to be the identical person who subscribed the name of CITIES SERVICE PIPE LINE COMPANY, 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 set forth.

Mary Ann Zickler
Notary Public

My commission expires:

June 1, 1973



CITIES SERVICE PIPE LINE COMPANY

Cities Service Building
Box 300
Tulsa, Oklahoma 74102
September 24, 1971

Phillips Petroleum Company
Bartlesville, Oklahoma 74004

Gentlemen:

The undersigned is counsel for Cities Service Pipe Line Company, a Delaware corporation with offices at Tulsa, Oklahoma, and has examined the Sublease of Railroad Equipment dated September 11, 1971 by and between Phillips Petroleum Company and Cities Service Pipe Line Company. It is my opinion that:

1. Cities Service Pipe Line Company is a corporation legally incorporated and validly existing, in good standing, under the laws of the State of Delaware, with adequate corporate power to enter into the referenced Sublease;
2. that the Sublease has been duly authorized, executed and delivered by Cities Service Pipe Line Company and constitutes a valid, legal and binding agreement of Cities Service Pipe Line Company enforceable in accordance with its terms;
3. that no approval is required from any public regulatory body with respect to the entering into or performance of the Sublease;
4. that the entering into and performance of this Sublease will not result in any breach of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon Cities Service Pipe Line Company's leasehold interest under the Sublease in the Cars pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Cities Service Pipe Line Company is a party or by which it may be bound.

Very truly yours,

Graydon D. Luthey, Attorney for
Cities Service Pipe Line Company

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