

MALLARD TRANSPORTATION COMPANY

OCT 17 1975-12 30 PM

Tank Car Service Contract

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, made and entered into this 22nd day of September, 1975
by and between MALLARD TRANSPORTATION COMPANY, a corporation, of Tulsa, Oklahoma, Here-
inafter called "Lessor" and Williams Energy Company located
at Tulsa, Oklahoma, Hereinafter called "Lessee".

WITNESSETH:

1. Lessor agrees to furnish to the Lessee, and the Lessee agrees to accept and use, upon the terms and conditions herein set forth, the following-described tank cars (hereinafter referred to as the "cars"; if only one car shall be covered by this Agreement, all plural references to cars shall mean said one car), for the use of each of which cars the Lessee agrees to pay to Lessor the following service charges:

Description of Cars - Service Charge.	Number of Cars	Type	Approximate Capacity Per Car (in Gallons)	Service Charge Per Car Per Month
	15	112A340-W	33,000	\$400.00

Said service charges shall become effective, with regard to each of the cars, upon the date of arrival thereof at the loading point designated by Lessee, (hereinafter referred to as the "Effective Date") and shall continue in effect, with regard to each such car until returned to Lessor, as hereinafter provided in Article 5, at the end of the term of this Agreement. Payment of said service charges shall be made to MALLARD TRANSPORTATION COMPANY at its principal office, 1408 Philtower Building, Tulsa, Oklahoma 74103, on the first day of each month in advance without deduction.

Delivery of Cars.

2. Each of the cars shall be considered as delivered to the Lessee hereunder upon the Effective Date. Furnishing of the cars by Lessor shall be subject to all causes beyond the control of Lessor.

COPY

Cars
Subject to
Customer's
Inspection.

3. Each of the cars shall be subject to the Lessee's inspection before loading; and the loading of each such car shall constitute acceptance thereof by the Lessee hereunder, and shall be conclusive evidence of the fit and suitable condition of each such car for the purpose of transporting the commodities then and thereafter loaded therein. All cars received by Lessee shall be suitable for LPG use and contain no contaminants such as ammonia.

Responsibility
for Damage
Resulting
from
Lading.

4. In the event the tank of any of the cars, or the fittings or appurtenances thereto, shall become damaged by the commodity loaded herein, the Lessee agrees to assume responsibility to such damage.

Return
of Cars.

5. The Lessee agrees immediately upon the expiration of this Agreement, to return each of the cars to Lessor at Lessor's designated loading point, and to give Lessor advance written notice of such return.

Maintenance.

6. Lessor agrees to maintain each of the cars in good condition and repair, according to the Code of Rules of the Association of American Railroads. No repairs to any of the cars shall be made by the Lessee for Lessor's account without the Lessor's prior written consent. If any of the cars shall become unfit for service, and shall be reported to Lessor as needing repairs then the service charges covering each such car shall abate from and after a period of five (5) days from the date upon which each such car shall be so reported, until each such car shall be repaired and returned to service, or shall be replaced by another car.

Substitution
of Cars.

7. In the event any of the cars shall become damaged or destroyed Lessor shall have the right, but shall not be obligated, to substitute therefore, another car of the same type and capacity.

Reports
and
Mileage.

8. The Lessee agrees to furnish Lessor promptly with complete reports of the movements of the cars, including dates loaded and shipped, commodity, destination, and full junction routing; and Lessor agrees to keep records pertaining to the movements of the cars. Lessor shall collect all mileage earned by the cars while the cars shall be in the Lessee's service hereunder, and shall credit said mileage so collected to the Lessee's car service account; provided, however, that the total of such mileage credits shall not exceed the aggregate service charges payable by the Lessee under this Agreement.

Lessor agrees to report said mileage credit to the Lessee on or about the last day of the second month succeeding the month during which such mileage shall be earned.

Excess
Empty
Mileage.

9. The Lessee agrees so to use the cars that their mileage under load shall be equal to their mileage empty upon each railroad over which the cars shall move; and, upon the expiration of this Agreement, should the empty mileage of the cars upon any railroad exceed the loaded mileage of the cars on such railroad, the Lessee agrees to pay Lessor, as an additional service charge, for such excess of empty mileage at the rates established by the tariffs of the railroad upon which such excess shall be incurred, if Lessor is charged for such mileage.

Lettering
of Cars.

10. The Lessee shall place no lettering or marking of any kind upon the cars without Lessor's prior written consent except that, for the purpose of evidencing the operation of the cars, in the Lessee's service hereunder, the Lessee shall be permitted to board, placard, or stencil, the cars, with letters not to exceed two (2") inches in height.

Responsibility
for Taxes.

11. Lessor agrees to assume responsibility for, and to pay all property taxes levied upon the cars and to file all property tax reports relating thereto.

Responsibility
for Lading -
Personal
Injury.

12. Lessor shall not be liable for any delay or loss of, or damage to, commodities or any part thereof, loaded or shipped in the cars, however such a loss or damage shall be caused, or shall result. The Lessee agrees to assume responsibility for, to indemnify Lessor against and to save it harmless from, any such loss or damage, or claim therefor. Lessee further agrees to indemnify Lessor against and to save it harmless from claims relating to injuries or fatalities to persons not Lessor's employees, arising out of Lessee's negligence in its use, possession or operation of any of the cars, or Lessee's failure to comply with any of the obligations in this Agreement.

Use of
Cars -
Assignment.

13. The Lessee agrees to use the cars exclusively within the boundaries of the continental United States, (exclusively of Alaska and Hawaii) Canada, and Mexico, and to make no transfer or assignment of this Agreement without Lessor's prior written consent; and this Agreement, and the rights of the Lessee herein, shall not be assignable or transferable by operation of law. No title, leasehold, or property interest of any kind in any of the cars shall vest in the Lessee or in the Lessee's successors or assigns by reason of this Agreement, or by reason of the delivery to or use by, the Lessee of the cars.

Remedies.

14. If the Lessee shall fail to carry out and perform any of the obligations on its part to be performed under this Agreement, or if a petition, in bankruptcy, for reorganization for a Trustee, or for a Receiver, shall be filed by or against the Lessee, then and in any of said events, Lessor shall have, without notice or demand the right immediately to repossess the cars, to remove the cars from the Lessee's service, and to terminate this Agreement. If Lessor shall not terminate this Agreement, the Lessee's liability for said car service charges shall continue. The rights and remedies herein given to Lessor shall in no way limit its rights and remedies given or provided by law or in equity.

Additional
Provisions.

15. In addition to Paragraph 9 of this contract the Lessee agrees to use the cars in accordance with the Code of Per Diem Rules and Interpretation - Freight Rule 18 and exceptions thereto, and/or mileage tariff 7 series, H. R. Hirsch, Agent and exceptions thereto pertaining to mileage rates and rules and will be liable for any charges made thereunder.

16. The Lessee agrees to return cars in the same condition as when initially received, ordinary wear and tear excepted.

Term of Agreement.

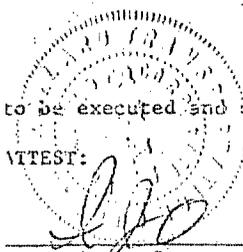
17. This Agreement shall remain in full force and effect, with regard to each of the cars, for a period of one hundred twenty (120) months, with the initial five years at a rate of \$400.00 per car per month. Rental rates during the second five years to be negotiated between parties at the end of initial period, rental not to exceed \$450.00 per car per month over the second five year period. But in no case shall the rent be lower than \$400.00 per car per month.

18. Upon termination of this contract, Lessee will return cars in suitable condition for loading of Liquefied Petroleum Gas.

19. In the event that prior to the expiration of this Agreement, the U. S. Department of Transportation, or any other governmental agency having jurisdiction over the operation, safety or use of railroad equipment, requires that Mallard Transportation Company add, modify or in any manner adjust the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100 expended by Mallard Transportation Company on such car, effective as of the date the car is returned to Lessee's service after application of such additions, modifications or adjustments. Mallard further agrees that Williams shall have the option to pay for any such modifications at the time of the application.

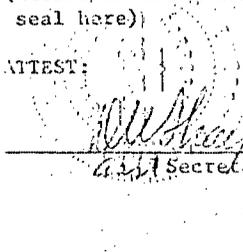
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered the day and year first above written.

WITNES:


[Signature]
Asst. Secretary

(Lessee to affix its corporate seal here)

WITNES:


[Signature]
Asst. Secretary

MALLARD TRANSPORTATION COMPANY

By *[Signature]*
President

WILLIAMS ENERGY COMPANY

By *[Signature]*
PRESIDENT (title)