

RECORDATION NO **16856** FILED 1425

APR 30 1990 -12 05 PM

INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

Ms. Noreta P. McGee, Secretary  
Interstate Commerce Commission  
Twelfth Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Secretary:

I have enclosed for recording pursuant to Section 11303 of Title 49 of the U.S. Code an original and one counterpart of (i) the Railcar Lease Assignment Agreement dated April 27, 1990 (the "Assignment") among Quaker State Corporation ("QSC"), Petrowax PA Inc. ("Petrowax") and General American Transportation Corporation ("GATX"), a primary document, (ii) the Railcar Sublease Agreement dated April 27, 1990 (the "Sublease Agreement") among QSC, Petrowax and GATX, a primary document, (iii) the Railcar Lease Option Agreement dated April 27, 1990 (the "Option Agreement") among QSC, Petrowax and GATX, a primary document, and two originals of (iv) the Security Agreement dated as of April 27, 1990 (the "Security Agreement"), between Petrowax and Sanwa Business Credit Corporation, a secondary document.

All capitalized terms used herein without definition have the meanings assigned thereto in the Security Agreement.

We request that these documents be cross-indexed under the name of GATX.

The names and addresses of the parties to each of the Assignment, the Sublease Agreement and the Option Agreement are as follows:

Quaker State Corporation  
255 Elm Street  
Oil City, Pennsylvania 16301,  
as assignor, sublessor and grantor

Petrowax PA Inc.  
230 Park Avenue, Suite 610  
New York, New York 10169,  
as assignee, sublessee and grantee

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INTERSTATE COMMERCE COMMISSION

SANWA BUSINESS CREDIT CORPORATION  
One South Wacker Drive  
Chicago, Illinois 60606

April 27, 1990

0-1204018

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INTERSTATE COMMERCE COMMISSION

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Ms. Noreta R. McGee, Secretary  
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General American  
Transportation Corporation  
120 South Riverside Plaza  
Chicago, Illinois 60606,  
as lessor with respect to the  
underlying leases

The names and addresses of the parties to the Security Agreement are as follows:

Petrowax PA Inc.   
230 Park Avenue, Suite 610  
New York, New York 10169,  
as Grantor

Sanwa Business Credit Corporation  
One South Wacker Drive  
Chicago, Illinois 60606,  
as Secured Party

A description of the equipment covered by the Assignment follows:

Eleven railcars, class DOT 111-A-100-W-1, coiled, with the following numbers and sizes:

<u>GATX Tank Car Numbers:</u>	<u>Approximate size in gallons:</u>
14699	26,000
47153-47154 (2 cars)	26,000
47159	26,000
47165-47168 (4 cars)	26,000
47173	26,000
47175	26,000
47179	26,000

A description of the equipment covered by the Sublease Agreement follows:

Ten railcars, class DOT 111-A-100-W-1, coiled, insulated, each equipped with steam jacketed outlet and safety dome platform, with the following numbers and sizes:

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<u>GATX Tank Car Numbers:</u>	<u>Approximate size in gallons:</u>
66435-66436 (2 cars)	23,000
66498-66500 (3 cars)	23,000
66510-66512 (3 cars)	23,000
77514	10,000
82842	10,000

A description of the equipment covered by the Option Agreement follows:

Thirty-six railcars, DOT 111-A-100-W-1 class, coiled, with the following numbers and further specifications: 3

<u>GATX Tank Car Numbers:</u>	<u>Approximate size in gallons:</u>
11827-11828 (2 cars)	26,000
47152	26,000
47155-47157 (3 cars)	26,000
47161	26,000
47176	26,000

The following five cars are each equipped with stuffing box, safety dome platform and one hundred (100) ton trucks:

31562-31564 (3 cars)	26,000
31566-31567 (2 cars)	26,000

The following cars are a TankTrain® consisting of eighteen cars, each equipped with top and bottom unloading arrangement, steam jacketed outlet, safety dome platform and one hundred (100) ton trucks:

69251-69268 (18 cars)	26,000
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Ms. Noreta R. McGee, Secretary  
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A description of the equipment covered by the Security Agreement follows:

The Security Agreement covers all of the equipment covered by the Assignment, the Sublease Agreement and the Option Agreement.

Included in the property covered by the aforesaid Security Agreement is all Equipment of Grantor, including Equipment intended for use in interstate commerce, or interests therein, owned by Grantor at the date of said Security Agreement or thereafter acquired by it.

A fee of \$60.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Morgan, Lewis & Bockius, 101 Park Avenue, New York, New York 10178, Attention: Devon Woodward Russ.

A short summary of the Assignment to appear in the index follows:

Primary Document. Railcar Lease Assignment Agreement, dated April 27, 1990, among Quaker State Corporation ("QSC"), Petrowax PA Inc. ("Petrowax") and General American Transportation Corporation ("GATX"), pursuant to which QSC assigns to Petrowax its interest certain railcar leases between GATX as lessor and QSC as lessee.

A short summary of the Sublease Agreement to appear in the index follows:

Primary Document. Railcar Sublease Agreement dated as of April 27, 1990, among Quaker State Corporation ("QSC"), Petrowax PA Inc. ("Petrowax") and General American Transportation Corporation ("GATX"), pursuant to which QSC subleases to Petrowax, with the consent of GATX, certain railcars leased to QSC by GATX under certain leases referred to therein.

A short summary of the Option Agreement to appear in the index follows:

Primary Document. Railcar Lease Option Agreement dated as of April 27, 1990, among Quaker State Corporation ("QSC"), Petrowax PA Inc. ("Petrowax") and General American Transportation

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Corporation ("GATX"), pursuant to which QSC grants in favor of Petrowax an option to assume, through subleases, assignments, or a combination of subleases and assignments, all or part of certain railcar leases referred to therein between GATX as lessor and QSC as lessee, with respect to certain railcars described therein.

Copies of the leases between GATX and QSC referred to in the Assignment, the Sublease Agreement and the Option Agreement, which leases have not been recorded, are attached to each copy of the Assignment, the Sublease Agreement and the Option Agreement, as appropriate for reference.

A short summary of the Security Agreement to appear in the index follows:

Secondary Document. Security Agreement dated as of April 27, 1990 between Petrowax PA Inc. ("Borrower") and Sanwa Business Credit Corporation ("Lender"), pursuant to which Borrower assigns and grants to Lender a security interest in the assignment, made pursuant to the Railcar Lease Assignment Agreement, of lessee's interest in certain railcar leases between General American Transportation Corporation as lessor and Quaker State Corporation as lessee, which security interest is granted to secure Borrower's obligation to Lender under the Senior Secured Loan Agreement dated as of April 27, 1990.

Please acknowledge receipt of this letter of transmittal and its enclosures by appropriately stamping the enclosed copy of this letter and by returning it to Morgan, Lewis & Bockius, 101 Park Avenue, New York, NY 10178, Attention: Devon Woodward Russ in the addressed envelope enclosed for your convenience.

Very truly yours,

SANWA BUSINESS CREDIT CORPORATION

By

  
Name: Robert H. Denny  
Title: VICE PRESIDENT



STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

RECORDED NO 18856 A  
FILED NO  
APR 30 1990 - 12 05 PM  
INTERNATIONAL COMMERCE COMMISSION

I have compared the attached copy of the Railcar Sublease Agreement dated April ~~27~~<sup>27</sup> 1990 between Quaker State Corporation, Petrowax PA, Inc. and General American Transportation Corporation to the original of such document executed by such parties, and I certify it to be a true and complete copy, identical in all respects to the original document.

[Seal]

*Noreen M. Berardino*  
Notary Public  
My Commission Expires 9/21/91

**NOREEN M BERARDINO**  
Notary Public State of New York  
No. 60-4906136  
Qualified in Westchester County  
Cert. Filed in New York County  
Commission Expires Sept 21 1991

RAILCAR SUBLEASE AGREEMENT

RECORDATION NO. 16856/A  
APR 3 1990 - 12 05 PM  
INTERSTATE COMMERCE COMMISSION

This Railcar Sublease Agreement (the "Agreement") is dated as of April 27th, 1990 by and among Quaker State Corporation, a Delaware corporation ("QSC"), Petrowax PA Inc., a Delaware corporation ("Petrowax"), and General American Transportation Corporation, a New York corporation ("GATX").

R E C I T A L S

A. GATX leases certain railcars to QSC pursuant to Car Service Contract No. 8780 dated as of February 29, 1980, Car Service Contract No. 9859 dated as of November 25, 1980, Car Service Contract No. 1823 dated as of October 26, 1981, Car Service Contract No. 3831 dated as of August 31, 1982 and a Car Cleaning Contract dated as of August 31, 1982 (collectively, the "Leases").

B. Petrowax and QSC are parties to an Asset Purchase and Sale Agreement (the "Asset Purchase and Sale Agreement") pursuant to which QSC has agreed to sell and Petrowax has agreed to purchase QSC's McKean Plant and Emlenton Wax Plant (the "Facilities").

C. It is a condition precedent to the closing of the transactions contemplated in the Asset Purchase and Sale Agreement that QSC sublease to Petrowax each of the railcars (the "Cars") listed on Exhibit A hereto.

D. QSC and Petrowax desire to obtain the written consent of GATX to this sublease, and GATX is willing to give its consent to such sublease.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth in this Agreement, QSC, Petrowax and GATX agree as follows:

1. Definitions. Each Lease shall be deemed to consist of separate and severable leases ("Car Leases"), one for each Car covered by such Lease. Each of the Cars shall be deemed to be subleased pursuant to a separate and severable sublease (a "Sublease").

2. Subleased Cars. QSC hereby subleases to Petrowax each of the Cars for the term and upon the conditions hereinafter provided. Except as provided in

the Asset Purchase and Sale Agreement with regard to title, Petrowax acknowledges that it is taking the Cars on an AS IS, WHERE IS basis.

3. Term. The term (the "Term") of each Sublease will commence on the date (the "Closing Date") that Petrowax takes title to the Facilities and will terminate after six months. Petrowax may elect to extend one or more Subleases for the remainder of the terms of the corresponding Car Leases by giving QSC written notice 30 days prior to the date that such initial term expires. The date that such Sublease expires is referred to herein as the Termination Date. Petrowax shall notify GATX that this Agreement is effective on or promptly after the Closing Date.

4. Rights and Obligations. QSC hereby grants to Petrowax all the rights of Customer (as that term is defined in the Leases) under each Car Lease during the Term of the corresponding Sublease. Petrowax hereby accepts the foregoing grant and agrees to pay, perform or discharge all the obligations of Customer under each Car Lease during its Term. Petrowax shall tender performance and payment of its duties and obligations under each Sublease to QSC. QSC shall accept such performance and shall continue to tender performance and payment of its duties and obligations under the corresponding Car Lease to GATX. Petrowax shall have no responsibility for any liabilities or obligations incurred or arising out of any Car Lease or out of any actions or omissions by QSC prior to the Closing Date or after the Termination Date of any Sublease.

5. Further Assurances. From time to time, at Petrowax's request and without further consideration, QSC shall execute and deliver such other instruments and documents as Petrowax reasonably may request to perfect or record Petrowax's interest in the Subleases, to enable Petrowax to use the Cars or otherwise to carry out the purposes and intent of this Agreement.

6. Indemnification. Petrowax shall indemnify, defend and hold QSC harmless from and against any and all losses, costs, damages, expenses (including reasonable attorneys' fees), liabilities, claims or causes of action incurred by or claimed against QSC as a result of the use of the Cars by Petrowax under the Subleases. Subject to the foregoing, QSC shall indemnify, defend and hold Petrowax harmless from and against any and all losses, costs, damages, expenses (including reasonable attorneys' fees), liabilities, claims or causes of action incurred under or arising out of the Car Leases.

7. Reports. Petrowax shall furnish QSC with complete reports of the daily movements of each of the cars, specifying the dates loaded and shipped, the commodities transported, destinations, and the full junction routings. Petrowax shall use its best efforts to deliver these daily movement reports once each week, but in no event less frequently than once each month.

8. Defaults and Remedies. Petrowax shall be in default hereunder in the event of the occurrence of any of the following:

A. Petrowax should default in the payment of rent or any other monetary obligation hereunder, which default remains uncured for 30 days following receipt of written notice from QSC; or

B. Petrowax should default in the performance of any other of its obligations hereunder, which default remains uncured 30 days following receipt of notice specifying the nature of the default from QSC; or

C. If any decree or order is entered by a court adjudicating Petrowax a bankrupt or insolvent or approving as properly filed a petition seeking reorganization of Petrowax under the federal Bankruptcy Code, or any other similar federal or state law, and such decree or order shall have continued undischarged or unstayed for a period of 30 days; or a decree or order of a court for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of Petrowax or a substantial part of its property, or for the winding up or liquidation of its affairs shall have been entered and such decree or order shall have remained in force undischarged or unstayed for a period of 30 days; or

D. Petrowax shall institute proceedings to be adjudicated a voluntary bankrupt, or shall consent to the filing of a bankruptcy petition against it, or shall file a petition or answer or consent seeking reorganization under the federal Bankruptcy Code or any other similar federal or state law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or a substantial part of its assets, or shall make an assignment for the benefit of creditors (other than as contemplated by this Agreement), or shall admit in writing its inability to pay its debts generally as they become due, or shall take corporate action in furtherance of any of the foregoing actions.

In the event of any such default, QSC may at its option terminate this Sublease Agreement by written notice to Petrowax, without prejudice to any other rights or remedies available to QSC by reason of such default. QSC may also demand immediate possession of all Cars sublet hereunder upon the occurrence of a default. After the termination or expiration of any Sublease, Petrowax shall immediately thereafter deliver possession of all Cars to QSC at QSC's terminal at Atwater, Ohio, in the same condition as received, ordinary wear and tear excepted.

9. Consent to Subleases. GATX hereby consents to each of the Subleases, to the use of any Car by Petrowax pursuant thereto and to the termination by Petrowax of any Sublease pursuant to Section 3 of this Agreement.

10. Representations.

(a) QSC hereby represents that each of the Leases is in full force and effect, that QSC has not breached or defaulted under any of the terms and conditions of any Lease and that QSC has not previously assigned, transferred or hypothecated any Lease.

(b) GATX hereby represents that QSC is not in arrears in its rental payments under any Lease and that GATX has not previously consented to the assignment, transfer or hypothecation of any Lease or Car Lease on which QSC is currently making rental payments to GATX.

11. Obligations Under the Car Leases. Each Sublease and Petrowax's rights thereunder shall at all times be subject and subordinate to the corresponding Car Lease. All terms and conditions of such corresponding Car Lease are made a part hereof and incorporated herein by reference as if set forth in full.

12. Notices. Notices given pursuant to the provisions of this Agreement shall be sent by certified mail, overnight courier or facsimile to the following addresses:

If to Petrowax:

230 Park Avenue  
Suite 610  
New York, NY 10169  
Telephone: (212) 818-1771  
Facsimile: (212) 818-1988

Attention: Mr. Roger Mark

With a copy to:

Kavanagh & Associates, Inc.  
33 Route 31 North - 2  
Annandale, NJ 08801  
Telephone: (201) 730-7005  
Facsimile: (201) 730-9466

Attention: Mr. Glenn Kavanagh

If to QSC:

Quaker State Corporation  
255 Elm Street  
Oil City, PA 16301  
Telephone: (814) 676-7676  
Facsimile: (814) 676-7030

Attention: Richard Winkler, Esq.

If to GATX:

General American Transportation Corporation  
120 South Riverside Plaza  
Chicago, IL 60606  
Telephone: (312) 621-6200  
Facsimile: (312) 621-4578

Attention: Contract Administrator

The parties hereto may from time to time designate any other address to which notice to it shall be sent. Notice shall be deemed to have been delivered upon receipt.

13. Miscellaneous.

(a) Petrowax shall have the right to assign all its right, title and interest in, to and under this Agreement or any Sublease (i) to any purchaser, transferee or assignee of one or both of the Facilities that controls, is controlled by or is under common control with Petrowax; provided, however, that such assignment should not relieve Petrowax of any of its obligations hereunder or under any Sublease; or (ii) as security to a lender, a group of lenders, any other person or entity which provides financing for the acquisition of the Facilities (collectively, the "Lenders"); provided, however, that the Lenders may only assign this Agreement to an entity that acquires one or both of the Facilities. Except as provided in this Section 13(a), this Agreement and the Subleases may not be assigned by any party hereto without

the prior written consent of the other parties, such consent not to be unreasonably withheld.

(b) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

(c) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) This Agreement shall be deemed effective as of the Closing Date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

PETROWAX PA INC.

By: Gene R. Blendermann  
Name: Gene Blendermann  
Title: Its President

QUAKER STATE CORPORATION

By: W. C. Helsen  
Name: W. C. Helsen  
Title: Vice President

GENERAL AMERICAN  
TRANSPORTATION CORPORATION

By: John T. Bonk  
Name: John T. Bonk  
Title: Its Vice President

NY:4728P

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF NEW YORK)

On April 4, 1990, before me personally came, Gene Blendermann, known to me, who being duly sworn, deposed and said that he is the President of Petrowax PA Inc., a Delaware corporation, that he duly executed the foregoing Railcar Sublease Agreement on behalf of such corporation, and that the facts stated therein are true.

Norma Torres  
Notary Public  
State of \_\_\_\_\_

NORMA TORRES  
NOTARY PUBLIC, State of New York  
No. 31-489337  
Qualified in New York County  
Commission Expires June 22, 1991

STATE OF New York )  
 ) SS.:  
COUNTY OF New York )

On April 26, 1990, before me personally came, W.C. Helstey, known to me, who being duly sworn, deposed and said that he is the Vice President of Quaker State Corporation, a Delaware corporation, that he duly executed the foregoing Railcar Sublease Agreement on behalf of such corporation, and that the facts stated therein are true.

Norma Torres  
Notary Public  
State of \_\_\_\_\_

NORMA TORRES  
NOTARY PUBLIC, State of New York  
No. 31-489337  
Qualified in New York County  
Commission Expires June 22, 1991

STATE OF Illinois )  
 ) SS.:  
COUNTY OF Cook )

On April 6, 1990, before me personally came, John Bonk, known to me, who being duly sworn, deposed and said that he is the Vice President of General American Transportation Corporation, a New York corporation, that he duly executed the foregoing Railcar Sublease Agreement on behalf of such corporation, and that the facts stated therein are true.

Bronna L. Wasserman  
Notary Public  
State of Illinois

OFFICIAL SEAL  
BRONNA L. WASSERMAN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. OCT. 14, 1992

EXHIBIT A

SUBLEASED RAILCARS

<u>GATX Tank Car Number</u>	<u>Service Type</u>	<u>Contract Number</u>	<u>Lease Expiration Date</u>	<u>Approximate Size in Gallons</u>	<u>Monthly Rent</u>
66435	Wax	9859	11/30/92	23,000	636.50
66436	Wax	9859	11/30/92	23,000	636.50
66498	Wax	9859	11/30/92	23,000	636.50
66499	Wax	9859	11/30/92	23,000	636.50
66500	Wax	9859	11/30/92	23,000	636.50
66510	Wax	9859	11/30/92	23,000	636.50
66511	Wax	9859	11/30/92	23,000	636.50
66512	Wax	9859	11/30/92	23,000	636.50
77514	Wax	3831	3/31/90	10,000	225.00
82842	Wax	3831	3/31/90	10,000	225.00

CS-2

Contract No 8780

**GENERAL AMERICAN TRANSPORTATION CORPORATION**  
**Car Service Contract**

THIS AGREEMENT, made and entered into as of the 29th day of February, 19 80, by and between GENERAL AMERICAN TRANSPORTATION CORPORATION, a New York corporation ("GATX"), and QUAKER STATE OIL REFINING CORPORATION, a Delaware corporation

located at Oil City, Pennsylvania 16301 ("Customer"),

**WITNESSETH**

1 Description of Cars—Service Charges. GATX shall furnish to Customer, and Customer shall accept and use, upon the terms and conditions herein set forth, the following described car or cars ("car" or "cars") for the use of each of which Customer shall pay to GATX the following service charges

<u>Number of Cars</u>	<u>Type</u>	<u>Approximate Capacity per Car (In Gallons)</u>	<u>Service Charges Per Car Per Month</u>
18	Class DOT 111-A-100-W-1, coiled, each equipped with top and bottom unloading arrangement, steam jacketed outlet, safety dome platform and one hundred (100) ton trucks; TankTrain <sup>R</sup> consisting of eighteen (18) cars, namely GATX 69251 through 69268	26,000	\$822.50

Said service charges shall commence, with regard to each car, upon the date of the arrival of each thereof in the delivering railroad yards at the loading point designated by Customer.

("Effective Date"), and shall continue in effect thereafter, subject to Article 6 hereof, until each car shall be returned to GATX in accordance with Article 5 hereof. Said service charges shall accrue monthly, in advance, upon the first day of each month, and shall be prorated for any period less than one (1) month. Customer shall be invoiced monthly. Payments, without deduction, shall be made to GATX at the address designated upon the invoice, within ten (10) days following the date of receipt of such invoice by Customer.

2 Delivery of Cars. Each car shall be considered as delivered hereunder to Customer upon acceptance by a railroad of instructions to forward such car to Customer, except that any car which shall already be in Customer's service under an expiring agreement or an agreement terminated hereby, shall be considered as delivered hereunder to Customer immediately following the expiration or termination of such agreement. Furnishing of a car to Customer hereunder shall be subject to all unavoidable delays.

3 Inspection of Cars. Customer shall be responsible for having each car visually inspected immediately prior to each loading thereof to ascertain whether such car shall be suitable for receiving and transporting the commodity to be loaded therein. Customer shall indemnify and hold GATX harmless from any and all liability, loss, damage or claim therefor resulting from knowledge which Customer shall have or should have had from such inspection.

**4 Responsibility for Damage to Commodity and Cars** In the event of loss of or damage to any commodity or to any car or parts thereof caused by the commodity contained therein or incurred in the process of loading or unloading such commodity, Customer shall be responsible therefor and shall indemnify GATX against all liability costs claims loss or damage resulting therefrom except such loss liability damage or claim that shall result from any negligent act or omission of GATX. In addition as between Customer and GATX Customer shall be responsible for any and all risk of loss of, damage to, or destruction of any car or parts thereof, occurring while such car shall be located upon private tracks or premises other than GATX's

**5 Return of Cars.** Customer shall, promptly following the expiration or termination of this Agreement, return each car to GATX within the boundaries of the United States (excluding Alaska and Hawaii) in accordance with this Article 5. Each car shall be returned to GATX in the same condition as when initially delivered to Customer, ordinary wear and tear excepted, and shall have removed therefrom, at Customer's expense, all commodities and accumulations and deposits caused by commodities transported therein while furnished to Customer, but nothing herein shall be construed as relieving GATX from its obligation to maintain the cars as herein provided. Each car shall be deemed returned hereunder to GATX when Customer shall release such car in accordance with disposition instructions furnished by GATX, to a forwarding railroad, within the boundaries of the United States (excluding Alaska and Hawaii), either at final unloading point or at such other point mutually agreed upon between GATX and Customer. Customer shall give GATX a minimum of thirty (30) days' advance notice, confirmed promptly in writing, of such return including advice as to the last contents of each such car. Customer shall release each such car to the forwarding railroad in accordance with GATX disposition instructions. GATX shall provide Customer with disposition instructions for each car prior to the return date specified in Customer's notice, or within thirty (30) days following receipt by GATX of Customer's notice, whichever shall be later.

**6 Maintenance-Abatement of Service Charges** GATX shall be responsible for having each car maintained in accordance with the AAR Rules and the rules and regulations of the US Department of Transportation and of any other federal authorities having jurisdiction subject to (except for normal running repairs performed by railroads) GATX's being advised or having knowledge of the need for necessary alterations or repairs. No alterations or repairs to any car shall be made or authorized by Customer without GATX's prior written consent. If Customer shall have or shall obtain information indicating that any car shall require alterations or repairs, Customer shall promptly notify GATX and upon request by GATX, Customer shall make such car available in an empty condition at a car repair location designated by GATX. If any car shall be in need of alterations or repairs determined by GATX to be uneconomical to perform GATX shall have the right to terminate this Agreement with respect to such car effective upon notification by GATX to Customer. If any car shall be determined by a railroad to have been destroyed this Agreement shall terminate with respect to such car as of date of destruction.

(a) If any car shall be in need of alterations or repairs covered by this Article 6 and shall be moved at GATX's request either to a designated GATX shop or to a shop under contract with GATX (other than railroad shops) service charges with respect to such car shall abate upon the date of arrival of such car in delivering railroad yards at such shop if arriving in an empty condition, or, if not arriving in an empty condition, upon the date upon which such car shall thereafter be made empty, and such service charges shall resume at the end of the third day following acceptance by a railroad of instructions to return such car to Customer.

If any car shall be damaged in a railroad accident and the railroad shall delay in deciding that such car is not to be deemed destroyed service charges for such car shall abate for a further period commencing upon the fifth day following the date upon which GATX shall receive notification of such railroad damage, if such car shall be in an empty condition or upon the date upon which such car shall thereafter be made empty, whichever shall be later and shall continue until such car shall arrive at such designated shop and thereafter as described in paragraph (a) of this Article.

(b) If any car shall be in need of alterations or repairs which shall be performed at other locations than set forth in paragraph (a) of this Article, service charges shall abate for such car commencing upon the fifth day following the date upon which GATX shall receive notification of the need for such alterations or repairs, and shall be reinstated upon the date upon which such alterations or repairs shall be completed and the car shall be forwarded.

Notwithstanding the foregoing, service charges shall not abate for any car while such car shall be out of service (i) due to damage for which Customer shall be responsible under this Agreement, (ii) for lining application, maintenance, renewal, or removal, or (iii) for work, other than normal repairs, performed at Customer's request.

If any physical changes to the cars shall be required by AAR, DOT, or other governmental laws or regulations Customer shall pay an additional monthly service charge equal to \$1.50 per car per month for each \$100.00 per car cost to GATX to perform such changes, such charge to become effective upon date of acceptance by a railroad of instructions to forward such car to Customer after such changes shall be completed.

**7 Linings.** In the event the interior of any car shall be lined, Customer shall pay the cost of such lining. Customer shall, at its sole cost and expense, maintain and renew all car linings (including existing linings and new linings) during the term hereof whenever necessary, including when necessitated by repairs to other portions of the car, and Customer shall be responsible for removing the lining from each car prior to the return thereof to GATX upon expiration or termination of this Agreement. In the event linings shall be applied in the future to cars newly added to this Agreement, service charges for each such car shall commence upon the date of

8 **Reports and Mileage** Customer shall furnish GATX promptly with complete reports of the movements of each of the cars including dates loaded and shipped commodity, destination and full junction routing. GATX shall collect mileage earnings paid by the railroads for such car movements during the term hereof, and shall credit such collected earnings to Customer's car service account. For purposes of mileage accounting, all Car Service Contracts between GATX and Customer shall be combined into a single account for the term of this Agreement, provided that the total mileage earnings so credited under all such contracts shall not exceed the aggregate car service charges payable by Customer thereunder.

9 **Charges** Customer shall use the cars upon each railroad over which the cars shall move, in accordance with the then prevailing tariffs and other applicable rules and regulations to which each such railroad shall be a party, and if the operation or movement of any car during the term of this Agreement shall result in charges being made against GATX by any railroad, Customer shall pay GATX for such charges within the period prescribed by, and at the rates and under the conditions established by, said then prevailing tariffs.

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

11 **Taxes** GATX shall be responsible for payment of all ad valorem property taxes levied upon the cars, and GATX shall be responsible for filing all necessary returns and reports for such ad valorem property taxes. Customer shall pay, or cause to be paid, or shall reimburse GATX for, all other taxes, including, but not limited to, sales, use, rental, gross income, and excise taxes (except net income taxes), as may be levied or assessed against GATX or Customer in connection with this Agreement or arising out of any sale, lease, rental, use, operation, ownership, payment, shipment or delivery of any cars.

12 **Indemnification** Customer shall indemnify and save harmless GATX against and from any charge or claim made against GATX, and from any expense or liability which GATX may incur, arising out of the presence, use, or operation of the cars on private tracks or premises other than GATX's resulting in damage to property or injury to or death of any person, unless such charge, claim, expense or liability shall result from GATX's negligence.

13 **Assignment** Subject to this Article 13, the cars shall be used exclusively in Customer's service and in the service of Customer's subsidiaries and affiliates. Customer shall not furnish or assign any car, or make any transfer or assignment of this Agreement or of any car, without GATX's prior written consent, except that Customer shall be permitted to furnish any car, for single trips, to its customers or to its suppliers in accordance with the provisions of demurrage tariffs lawfully in effect, provided that Customer shall continue to remain liable to GATX for the fulfillment of Customer's obligations under this Agreement. This Agreement and the rights of Customer herein shall not be assignable or transferable by operation of law, and no title, leasehold, or property interest of any kind in any car shall vest in Customer, or in Customer's successors or assigns, by reason of this Agreement, or by reason of the delivery of the cars to, or use of the cars by, Customer, its successors or assigns. Subject to the foregoing limitations on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

14 **Remedies** If Customer shall fail to perform any of its obligations under this Agreement, or if a petition in bankruptcy, for reorganization, for a trustee, or for a receiver, shall be filed by or against Customer, then GATX shall have, without notice or demand, the right immediately to take possession of the cars and to terminate this Agreement with respect to any or all of the cars. Customer shall be liable to GATX for all accrued charges hereunder, and no termination of this Agreement shall affect or modify any rights or claims which shall have accrued prior to such termination. The rights and remedies herein given to GATX shall in no way limit its rights and remedies given or provided by law or in equity.

15 **Liens** Customer shall not permit any encumbrance or lien arising from claims against Customer to be entered, levied, or to exist upon any car, and Customer shall have any such encumbrance or lien removed and satisfied after becoming aware of the existence thereof.

16 Use of Cars No car shall be utilized in unit train service, nor shall the average loaded mileage of all cars under all Agreements with GATX exceed eighteen thousand (18 000) miles during any calendar year during the term hereof unless and except as consented to in writing by GATX in advance of such use. The cars shall be used exclusively within the boundaries of the United States (excluding Alaska and Hawaii), Canada and Mexico. Customer shall be responsible for all taxes and duties and for complying with all governmental requirements arising out of any of the cars leaving, being outside of, or returning to the boundaries of the United States (excluding Alaska and Hawaii), and Customer shall defend and hold harmless GATX from any damage or liability connected therewith.

17 Limitation of Obligations GATX's obligations under this Agreement shall be limited to those expressly set forth in this Agreement, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by GATX and excluded from this Agreement. In no event shall GATX have any liability for consequential or incidental damages.

18 Definitions. As used herein the following words and phrases shall have the following meanings:

(a) "AAR Rules" The "Code of Rules governing the Condition of, and Repairs to, Freight and Passenger Cars for the Interchange of Traffic, adopted by the Association of American Railroads", as currently in effect, and as subsequently amended.

(b) "private tracks or premises" tracks or premises having other than railroad ownership, except that tracks or premises belonging to a railroad and leased to others than railroads shall be considered private tracks or premises.

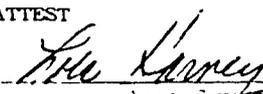
(c) "unavoidable delay" any GATX delay due to strike, lockout, act of God, inability to obtain labor or materials, act or failure to act of Customer, governmental restriction, enemy action, civil commotion, fire, unavoidable casualty, or any other cause beyond the control of GATX.

19 Term Unless sooner terminated in accordance with some other provision of this Agreement, this Agreement shall remain in full force and effect, with regard to each car, ~~for a period of twelve (12) years from the last day of the month nearest the average Effective Date of all of the cars.~~ for a period of twelve (12) years from the last day of the month nearest the average Effective Date of all of the cars.

20. Adjustment in Service Charges. The service charges hereinabove specified are based upon GATX's costs in effect upon January 15, 1980 ("said date"), for the cars covered by Estimate Data Sheet No. TC-6968 dated January 21, 1980, and said service charges shall be subject to adjustment for any and all cost increases or decreases incurred by GATX from said date up to and including the date of the delivery of the cars to Customer at the rate of One Dollar (\$1.00) per car per month for each One Hundred Dollars (\$100.00) per car increase or decrease in costs. Labor cost increases up to and including June 14, 1980 shall be limited to cumulative cost-of-living adjustments.<sup>4</sup>

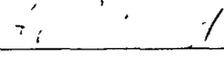
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above mentioned.

ATTEST



(Customer to affix its corporate seal here)

GENERAL AMERICAN TRANSPORTATION CORPORATION

By 

QUAKER STATE OIL REFINING CORPORATION

CS-2

Contract No 9859

# GENERAL AMERICAN TRANSPORTATION CORPORATION

## Car Service Contract

THIS AGREEMENT, made and entered into as of the 25th day of November, 1980, by and

between GENERAL AMERICAN TRANSPORTATION CORPORATION, a New York corporation ("GATX"),

and QUAKER STATE OIL REFINING CORPORATION  
a Delaware corporation

located at Oil City, Pennsylvania 16301 ("Customer").

### WITNESSETH:

1. Description of Cars—Service Charges. GATX shall furnish to Customer, and Customer shall accept and use, upon the terms and conditions herein set forth, the following described car or cars ("car" or "cars") for the use of each of which Customer shall pay to GATX the following service charges.

Number of Cars	Type	Approximate Capacity per Car (In Gallons)	Service Charges Per Car Per Month
10	Class DOT 111-A-100-W-1, coiled, insulated, each equipped with steam jacketed outlet, safety dome platform and one hundred (100) ton trucks	23,150	\$636.50

Said service charges shall commence, with regard to each car, upon the date of the arrival of each thereof in the delivering railroad yards at the loading point designated by Customer.

("Effective Date"), and shall continue in effect thereafter, subject to Article 8 hereof, until each car shall be returned to GATX in accordance with Article 5 hereof. Said service charges shall accrue monthly, in advance, upon the first day of each month, and shall be prorated for any period less than one (1) month. Customer shall be invoiced monthly. Payments, without deduction, shall be made to GATX at the address designated upon the invoice, within ten (10) days following the date of receipt of such invoice by Customer.

2. Delivery of Cars. Each car shall be considered as delivered hereunder to Customer upon acceptance by a railroad of instructions to forward such car to Customer, except that any car which shall already be in Customer's service under an expiring agreement or an agreement terminated hereby, shall be considered as delivered hereunder to Customer immediately following the expiration or termination of such agreement. Furnishing of any car to Customer hereunder shall be subject to all unavoidable delays.

3. Inspection of Cars. Customer shall be responsible for having each car visually inspected immediately prior to each loading thereof to ascertain whether such car shall be suitable for receiving and transporting the commodity to be loaded thereon. Customer shall indemnify and hold GATX harmless from any and all liability, loss, damage, or claim therefor, resulting from knowledge which Customer shall have or should have had from such inspection.

4. Responsibility for Damage to Commodity and Cars. In the event of loss of, or damage to, any commodity, or to any car, or parts thereof, caused by the commodity contained therein, or incurred in the process of loading or unloading such commodity, Customer shall be responsible therefor, and shall indemnify GATX against all liability, costs, claims, loss, or damage resulting therefrom, except such loss, liability, damage, or claim that shall result from any negligent act or omission of GATX. In addition, as between Customer and GATX, Customer shall be responsible for any and all risk of loss of, damage to, or destruction of, any car, or parts thereof, occurring while such car shall be located upon private tracks or premises other than GATX's.

5. Return of Cars. Customer shall, promptly following the expiration or termination of this Agreement, return each car to GATX within the boundaries of the United States (excluding Alaska and Hawaii) in accordance with this Article 5. Each car shall be returned to GATX in the same condition as when initially delivered to Customer, ordinary wear and tear excepted, and shall have removed therefrom, at Customer's expense, all commodities and accumulations and deposits caused by commodities transported therein while furnished to Customer; but nothing herein shall be construed as relieving GATX from its obligation to maintain the cars as herein provided. Each car shall be deemed returned hereunder to GATX when Customer shall release such car in accordance with disposition instructions furnished by GATX, to a forwarding railroad, within the boundaries of the United States (excluding Alaska and Hawaii), either at final unloading point or at such other point mutually agreed upon between GATX and Customer. Customer shall give GATX a minimum of thirty (30) days' advance notice, confirmed promptly in writing, of such return, including advice as to the last contents of each such car. Customer shall release each such car to the forwarding railroad in accordance with GATX disposition instructions. GATX shall provide Customer with disposition instructions for each car prior to the return date specified in Customer's notice, or within thirty (30) days following receipt by GATX of Customer's notice, whichever shall be later.

6. Maintenance-Abatement of Service Charges. GATX shall be responsible for having each car maintained in accordance with the AAR Rules and the rules and regulations of the U.S. Department of Transportation and of any other federal authorities having jurisdiction, subject to (except for normal running repairs performed by railroads) GATX's being advised or having knowledge of the need for necessary alterations or repairs. No alterations or repairs to any car shall be made or authorized by Customer without GATX's prior written consent. If Customer shall have or shall obtain information indicating that any car shall require alterations or repairs, Customer shall promptly notify GATX; and upon request by GATX, Customer shall make such car available in an empty condition at a car repair location designated by GATX. If any car shall be in need of alterations or repairs determined by GATX to be uneconomical to perform, GATX shall have the right to terminate this Agreement with respect to such car effective upon notification by GATX to Customer. If any car shall be determined by a railroad to have been destroyed, this Agreement shall terminate with respect to such car as of date of destruction.

(a) If any car shall be in need of alterations or repairs covered by this Article 6 and shall be moved at GATX's request, either to a designated GATX shop or to a shop under contract with GATX (other than railroad shops), service charges with respect to such car shall abate upon the date of arrival of such car in delivering railroad yards at such shop, if arriving in an empty condition, or, if not arriving in an empty condition, upon the date upon which such car shall thereafter be made empty; and such service charges shall resume at the end of the third day following acceptance by a railroad of instructions to return such car to Customer.

If any car shall be damaged in a railroad accident and the railroad shall delay in deciding that such car is not to be deemed destroyed, service charges for such car shall abate for a further period commencing upon the fifth day following the date upon which GATX shall receive notification of such railroad damage, if such car shall be in an empty condition, or upon the date upon which such car shall thereafter be made empty, whichever shall be later, and shall continue until such car shall arrive at such designated shop, and thereafter as described in paragraph (a) of this Article.

(b) If any car shall be in need of alterations or repairs which shall be performed at other locations than set forth in paragraph (a) of this Article, service charges shall abate for such car commencing upon the fifth day following the date upon which GATX shall receive notification of the need for such alterations or repairs, and shall be reinstated upon the date upon which such alterations or repairs shall be completed and the car shall be forwarded.

Notwithstanding the foregoing, service charges shall not abate for any car while such car shall be out of service (i) due to damage for which Customer shall be responsible under this Agreement, (ii) for lining application, maintenance, renewal, or removal, or (iii) for work, other than normal repairs, performed at Customer's request.

If any physical changes to the cars shall be required by AAR, DOT, or other governmental laws or regulations, Customer shall pay an additional monthly service charge equal to \$1.50 per car per month for each \$100.00 per car cost to GATX to perform such changes, such charge to become effective upon date of acceptance by a railroad of instructions to forward such car to Customer after such changes shall be completed.

7. Linings. In the event the interior of any car shall be lined, Customer shall pay the cost of such lining. Customer shall, at its sole cost and expense, maintain and renew all car linings (including existing linings and new linings) during the term hereof whenever necessary, including when necessitated by repairs to other portions of the car; and Customer shall be responsible for removing the lining from each car prior to the return thereof to GATX upon expiration or termination of this Agreement. In the event linings shall be applied in the future to cars newly added to this Agreement, service charges for each such car shall commence upon the date of acceptance by a railroad of instructions to forward such car to Customer from the lining shop if such lining shall be applied at a GATX shop, or upon the date of arrival of each such car in the delivering railroad yards at a lining plant designated by Customer if such lining shall not be applied at a GATX shop. This Article 7 shall govern notwithstanding anything to the contrary in Article 6 hereof.

7-A. Hazardous Waste. Upon the forwarding or movement by Customer of any car to a GATX facility or to any other location in accordance with the terms of this Agreement, Customer shall collect represent to GATX:

- (a) that, to the best of Customer's knowledge, information and belief, the car while in service hereunder has never carried hazardous waste (as defined in Subtitle C of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder) or material which could become subject to said regulations if removed from the car (such waste and material being hereafter referred to as "hazardous waste"); or
- (b) that the car has been fully cleaned as required by the above law and regulations; or

(c) the nature and amount of hazardous waste contained in the car, to the best of Customer's knowledge, information and belief.

GATX shall notify Customer from time to time of those hazardous wastes which Customer is prohibited from sending to any GATX facility at any time or to any disposition point at the expiration or termination of this Agreement. Any car containing any such hazardous wastes shall be cleaned by Customer in accordance with the above law and regulations prior to the forwarding or movement of such car to any such point. If not so cleaned, such car shall be returned to Customer for cleaning.

12. Indemnification. Customer shall indemnify and save harmless GATX against and from any charge or claim made against GATX, and from any expense or liability which GATX may incur, arising out of the presence, use, or operation of the cars on private tracks or premises other than GATX's resulting in damage to property or injury to or death of any person, unless such charge, claim, expense or liability shall result from GATX's negligence

13. Assignment. Subject to this Article 13, the cars shall be used exclusively in Customer's service and in the service of Customer's subsidiaries and affiliates. Customer shall not furnish or assign any car, or make any transfer or assignment of this Agreement or of any car, without GATX's prior written consent, except that Customer shall be permitted to furnish any car, for single trips, to its customers or to its suppliers in accordance with the provisions of demurrage tariffs lawfully in effect, provided that Customer shall continue to remain liable to GATX for the fulfillment of Customer's obligations under this Agreement. This Agreement and the rights of Customer herein shall not be assignable or transferable by operation of law; and no title, leasehold, or property interest of any kind in any car shall vest in Customer, or in Customer's successors or assigns, by reason of this Agreement, or by reason of the delivery of the cars to, or use of the cars by, Customer, its successors or assigns. Subject to the foregoing limitations on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

14. Remedies. If Customer shall fail to perform any of its obligations under this Agreement, or if a petition in bankruptcy, for reorganization, for a trustee, or for a receiver, shall be filed by or against Customer, then GATX shall have, without notice or demand, the right immediately to take possession of the cars and to terminate this Agreement with respect to any or all of the cars. Customer shall be liable to GATX for all accrued charges hereunder, and no termination of this Agreement shall affect or modify any rights or claims which shall have accrued prior to such termination. The rights and remedies herein given to GATX shall in no way limit its rights and remedies given or provided by law or in equity.

15. Liens. Customer shall not permit any encumbrance or lien arising from claims against Customer to be entered, levied, or to exist upon any car; and Customer shall have any such encumbrance or lien removed immediately after becoming aware of the existence thereof

16. Use of Cars. No car shall be utilized in unit train service, nor shall the average loaded mileage of all cars under all Agreements with GATX exceed eighteen thousand (18,000) miles during any calendar year during the term hereof, unless and except as consented to in writing by GATX in advance of such use. The cars shall be used exclusively within the boundaries of the United States (excluding Alaska and Hawaii), Canada and Mexico. Customer shall be responsible for all taxes and duties and for complying with all governmental requirements arising out of any of the cars leaving, being outside of, or returning to the boundaries of the United States (excluding Alaska and Hawaii), and Customer shall defend and hold harmless GATX from any damage or liability connected therewith.

17. Limitation of Obligations. GATX's obligations under this Agreement shall be limited to those expressly set forth in this Agreement, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by GATX and excluded from this Agreement. In no event shall GATX have any liability for consequential or incidental damages.

18. Definitions. As used herein, the following words and phrases shall have the following meanings:

(a) "AAR Rules": The "Code of Rules governing the Condition of, and Repairs to, Freight and Passenger Cars for the Interchange of Traffic, adopted by the Association of American Railroads", as currently in effect, and as subsequently amended.

(b) "private tracks or premises": tracks or premises having other than railroad ownership, except that tracks or premises belonging to a railroad and leased to others than railroads shall be considered private tracks or premises.

(c) "unavoidable delay": any GATX delay due to strike, lockout, act of God, inability to obtain labor or materials, act or failure to act of Customer, governmental restriction, enemy action, civil commotion, fire, unavoidable casualty, or any other cause beyond the control of GATX.

19. Term. Unless sooner terminated in accordance with some other provision of this Agreement, this Agreement shall remain in full force and effect, with regard to each car, ~~for a period of twelve (12) years from the last day of the month nearest the average Effective Date of all of the cars.~~ ~~for a period of twelve (12) years from the last day of the month nearest the average Effective Date of all of the cars.~~

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above mentioned.

ATTEST.

*Theresa Ruffery*  
Assistant Secretary

(Customer to affix  
its corporate seal here)

ATTEST:

GENERAL AMERICAN TRANSPORTATION CORPORATION

By

*[Signature]*  
Chairman of the Board

QUAKER STATE OIL REFINING CORPORATION

*[Signature]*

CS-2

Contract No 1823

**GENERAL AMERICAN TRANSPORTATION CORPORATION  
Car Service Contract**

THIS AGREEMENT, made and entered into as of the 26th day of October, 1981, by and between GENERAL AMERICAN TRANSPORTATION CORPORATION, a New York corporation ("GATX") and QUAKER STATE OIL REFINING CORPORATION,  
a Delaware corporation

located at Oil City, Pennsylvania 16301 ("Customer"),

**WITNESSETH.**

1 Description of Cars—Service Charges. GATX shall furnish to Customer, and Customer shall accept and use, upon the terms and conditions herein set forth, the following described car or cars ("car" or "cars") for the use of each of which Customer shall pay to GATX the following service charges

<u>Number of Cars</u>	<u>Type</u>	<u>Approximate Capacity per Car (In Gallons)</u>	<u>Service Charges Per Car Per Month</u>
7	Class DOT 111-A-100-W-1, coiled, each equipped with stuffing box, safety dome platform and one hundred (100) ton trucks	26,000	\$650.00

GATX 31561  
31562  
31563  
31564  
31567

Said service charges shall commence, with regard to each car, upon the date of the arrival of each thereof in the delivering railroad yards at the loading point designated by Customer

("Effective Date"), and shall continue in effect thereafter, subject to Article 6 hereof, until each car shall be returned to GATX in accordance with Article 5 hereof. Said service charges shall accrue monthly, in advance, upon the first day of each month, and shall be prorated for any period less than one (1) month. Customer shall be invoiced monthly. Payments, without deduction, shall be made to GATX at the address designated upon the invoice, within ten (10) days following the date of receipt of such invoice by Customer.

2 Delivery of Cars. Each car shall be considered as delivered hereunder to Customer upon acceptance by a railroad of instructions to forward such car to Customer, except that any car which shall already be in Customer's service under an expiring agreement or an agreement terminated hereby, shall be considered as delivered hereunder to Customer immediately following the expiration or termination of such agreement. Furnishing of any car to Customer hereunder shall be subject to all unavoidable delays.

3 Inspection of Cars. Customer shall be responsible for having each car visually inspected immediately prior to each loading thereof to ascertain whether such car shall be suitable for receiving and transporting the commodity to be loaded thereon. Customer shall indemnify and hold GATX harmless from any and all liability, loss, damage, or claim therefor, resulting from knowledge which Customer shall have or should have had from such inspection.

**4 Responsibility for Damage to Commodity and Cars.** In the event of loss of, or damage to, any commodity, or to any car, or parts thereof, caused by the commodity contained therein, or incurred in the process of loading or unloading such commodity, Customer shall be responsible therefor, and shall indemnify GATX against all liability, costs, claims, loss, or damage resulting therefrom, except such loss, liability, damage, or claim that shall result from any negligent act or omission of GATX. In addition, as between Customer and GATX, Customer shall be responsible for any and all risk of loss of, damage to, or destruction of, any car or parts thereof, occurring while such car shall be located upon private tracks or premises other than GATX's

**5 Return of Cars.** Customer shall, promptly following the expiration or termination of this Agreement, return each car to GATX within the boundaries of the United States (excluding Alaska and Hawaii) in accordance with this Article 5. Each car shall be returned to GATX in the same condition as when initially delivered to Customer, ordinary wear and tear excepted, and shall have removed therefrom, at Customer's expense, all commodities and accumulations and deposits caused by commodities transported therein while furnished to Customer; but nothing herein shall be construed as relieving GATX from its obligation to maintain the cars as herein provided. Each car shall be deemed returned hereunder to GATX when Customer shall release such car in accordance with disposition instructions furnished by GATX, to a forwarding railroad, within the boundaries of the United States (excluding Alaska and Hawaii), either at final unloading point or at such other point mutually agreed upon between GATX and Customer. Customer shall give GATX a minimum of thirty (30) days' advance notice, confirmed promptly in writing, of such return, including advice as to the last contents of each such car. Customer shall release each such car to the forwarding railroad in accordance with GATX disposition instructions. GATX shall provide Customer with disposition instructions for each car prior to the return date specified in Customer's notice or within thirty (30) days following receipt by GATX of Customer's notice, whichever shall be later.

**6. Maintenance-Abatement of Service Charges.** GATX shall be responsible for having each car maintained in accordance with the AAR Rules and the rules and regulations of the US Department of Transportation and of any other federal authorities having jurisdiction, subject to (except for normal running repairs performed by railroads) GATX's being advised or having knowledge of the need for necessary alterations or repairs. No alterations or repairs to any car shall be made or authorized by Customer without GATX's prior written consent. If Customer shall have or shall obtain information indicating that any car shall require alterations or repairs, Customer shall promptly notify GATX and upon request by GATX, Customer shall make such car available in an empty condition at a car repair location designated by GATX. If any car shall be in need of alterations or repairs determined by GATX to be uneconomical to perform, GATX shall have the right to terminate this Agreement with respect to such car effective upon notification by GATX to Customer. If any car shall be determined by a railroad to have been destroyed, this Agreement shall terminate with respect to such car as of date of destruction.

(a) If any car shall be in need of alterations or repairs covered by this Article 6 and shall be moved at GATX's request, either to a designated GATX shop or to a shop under contract with GATX (other than railroad shops), service charges with respect to such car shall abate upon the date of arrival of such car in delivering railroad yards at such shop, if arriving in an empty condition, or, if not arriving in an empty condition, upon the date upon which such car shall thereafter be made empty, and such service charges shall resume at the end of the third day following acceptance by a railroad of instructions to return such car to Customer.

If any car shall be damaged in a railroad accident and the railroad shall delay in deciding that such car is not to be deemed destroyed, service charges for such car shall abate for a further period commencing upon the fifth day following the date upon which GATX shall receive notification of such railroad damage, if such car shall be in an empty condition, or upon the date upon which such car shall thereafter be made empty, whichever shall be later, and shall continue until such car shall arrive at such designated shop, and thereafter as described in paragraph (a) of this Article.

(b) If any car shall be in need of alterations or repairs which shall be performed at other locations than set forth in paragraph (a) of this Article, service charges shall abate for such car commencing upon the fifth day following the date upon which GATX shall receive notification of the need for such alterations or repairs, and shall be reinstated upon the date upon which such alterations or repairs shall be completed and the car shall be forwarded.

Notwithstanding the foregoing, service charges shall not abate for any car while such car shall be out of service (i) due to damage for which Customer shall be responsible under this Agreement, (ii) for lining application, maintenance, renewal, or removal, or (iii) for work, other than normal repairs, performed at Customer's request.

If any physical changes to the cars shall be required by AAR, DOT, or other governmental laws or regulations, Customer shall pay an additional monthly service charge equal to \$1.50 per car per month for each \$100.00 per car cost to GATX to perform such changes, such charge to become effective upon date of acceptance by a railroad of instructions to forward such car to Customer after such changes shall be completed.

**7 Linings.** In the event the interior of any car shall be lined, Customer shall pay the cost of such lining.

8 **Reports and Mileage** Customer shall furnish GATX promptly with complete reports of the movements of each of the cars, including dates loaded and shipped commodity, destination, and full junction routing GATX shall collect mileage earnings paid by the railroads for such car movements during the term hereof, and shall credit such collected earnings to Customer's car service account For purposes of mileage accounting, all Car Service Contracts between GATX and Customer shall be combined into a single account for the term of this Agreement, provided that the total mileage earnings so credited under all such contracts shall not exceed the aggregate car service charges payable by Customer thereunder

9 **Charges** Customer shall use the cars upon each railroad over which the cars shall move, in accordance with the then prevailing tariffs and other applicable rules and regulations to which each such railroad shall be a party, and if the operation or movement of any car during the term of this Agreement shall result in charges being made against GATX by any railroad, Customer shall pay GATX for such charges within the period prescribed by, and at the rates and under the conditions established by, said then prevailing tariffs

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

11 **Taxes** GATX shall be responsible for payment of all ad valorem property taxes levied upon the cars, and GATX shall be responsible for filing all necessary returns and reports for such ad valorem property taxes Customer shall pay, or cause to be paid, or shall reimburse GATX for, all other taxes, including, but not limited to, sales, use, rental, gross income, and excise taxes (except net income taxes), as may be levied or assessed against GATX or Customer in connection with this Agreement or arising out of any sale, lease, rental, use, operation, ownership, payment, shipment, or delivery of any cars

12 **Indemnification.** Customer shall indemnify and save harmless GATX against and from any charge or claim made against GATX, and from any expense or liability which GATX may incur, arising out of the presence, use, or operation of the cars on private tracks or premises other than GATX's resulting in damage to property or injury to or death of any person, unless such charge, claim, expense or liability shall result from GATX's negligence

13 **Assignment.** Subject to this Article 13, the cars shall be used exclusively in Customer's service and in the service of Customer's subsidiaries and affiliates Customer shall not furnish or assign any car, or make any transfer or assignment of this Agreement or of any car without GATX's prior written consent, except that Customer shall be permitted to furnish any car, for single trips, to its customers or to its suppliers in accordance with the provisions of demurrage tariffs lawfully in effect, provided that Customer shall continue to remain liable to GATX for the fulfillment of Customer's obligations under this Agreement This Agreement and the rights of Customer herein shall not be assignable or transferable by operation of law, and no title, leasehold, or property interest of any kind in any car shall vest in Customer, or in Customer's successors or assigns, by reason of this Agreement, or by reason of the delivery of the cars to, or use of the cars by, Customer, its successors or assigns Subject to the foregoing limitations on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns

14 **Remedies.** If Customer shall fail to perform any of its obligations under this Agreement, or if a petition in bankruptcy, for reorganization, for a trustee, or for a receiver, shall be filed by or against Customer, then GATX shall have, without notice or demand, the right immediately to take possession of the cars and to terminate this Agreement with respect to any or all of the cars Customer shall be liable to GATX for all accrued charges hereunder, and no termination of this Agreement shall affect or modify any rights or claims which shall have accrued prior to such termination The rights and remedies herein given to GATX shall in no way limit its rights and remedies as provided by law or in equity

15 **Lien.** Customer shall not permit any encumbrance or lien arising from claims against Customer to be placed upon any car, and any such encumbrance or lien removed

16 Use of Cars No car shall be utilized in unit train service, nor shall the average loaded mileage of all cars under all Agreements with GATX exceed eighteen thousand (18,000) miles during any calendar year during the term hereof, unless and except as consented to in writing by GATX in advance of such use. The cars shall be used exclusively within the boundaries of the United States (excluding Alaska and Hawaii), Canada and Mexico. Customer shall be responsible for all taxes and duties and for complying with all governmental requirements arising out of any of the cars leaving, being outside of, or returning to the boundaries of the United States (excluding Alaska and Hawaii), and Customer shall defend and hold harmless GATX from any damage or liability connected therewith.

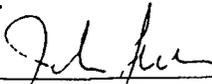
17 Limitation of Obligations. GATX's obligations under this Agreement shall be limited to those expressly set forth in this Agreement, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by GATX and excluded from this Agreement. In no event shall GATX have any liability for consequential or incidental damages.

18 Definitions. As used herein, the following words and phrases shall have the following meanings:  
(a) "AAR Rules" The "Code of Rules governing the Condition of, and Repairs to, Freight and Passenger Cars for the Interchange of Traffic, adopted by the Association of American Railroads", as currently in effect, and as subsequently amended.  
(b) "private tracks or premises" tracks or premises having other than railroad ownership, except that tracks or premises belonging to a railroad and leased to others than railroads shall be considered private tracks or premises.  
(c) "unavoidable delay" any GATX delay due to strike, lockout, act of God, inability to obtain labor or materials, act or failure to act of Customer, governmental restriction, enemy action, civil commotion, fire, unavoidable casualty, or any other cause beyond the control of GATX.

19 Term Unless sooner terminated in accordance with some other provision of this Agreement, this Agreement shall remain in full force and effect, with regard to each car, ~~for a period of twelve (12) years from the last day of the month nearest the average Effective Date of all of the cars.~~ ~~for a period of twelve (12) years from the last day of the month nearest the average Effective Date of all of the cars.~~

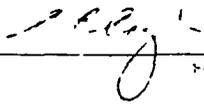
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above mentioned.

ATTEST

  
\_\_\_\_\_  
Assistant Secretary

(Customer to affix  
its corporate seal here)

GENERAL AMERICAN TRANSPORTATION CORPORATION

By   
\_\_\_\_\_

QUAKER STATE OIL REFINING CORPORATION

**GENERAL AMERICAN TRANSPORTATION CORPORATION****Car Service Contract**

THIS AGREEMENT made and entered into as of the 31st day of August, 19 82 by and between GENERAL AMERICAN TRANSPORTATION CORPORATION, a New York corporation ("GATX"), and QUAKER STATE OIL REFINING CORPORATION  
a Delaware Corporation ("Customer"),

**1. Definitions.**

- (a) "AAR Rules" the rules adopted by the Association of American Railroads governing the condition of and repairs to railroad cars for the interchange of freight traffic, as currently in effect and as subsequently amended
- (b) "car" or "cars" the car or cars described in Riders attached to this Agreement
- (c) "claims", any and all liability, charge, cost, loss, damage, expense or demand (including for personal injury or death), including reasonable attorney's fees and court costs respecting the prosecution or defense thereof.
- (d) "cleaned of commodities": cleaned of all commodities and accumulations and deposits caused by commodities to the effect that there is no measurable amount of such commodities, accumulations and deposits remaining in the car and the car is safe for human entry.
- (e) "private tracks or premises": tracks or premises having other than railroad ownership, except that tracks or premises belonging to a railroad and leased to others than railroads shall be considered private tracks or premises.
- (f) "unavoidable delay": any GATX delay due to strike, lockout, act of God, inability to obtain labor or materials, act or failure to act of Customer, governmental action or restriction, enemy action, civil commotion, fire, casualty, or any other cause beyond the control of GATX whether or not of the class of causes heretofore enumerated.

**2. Description of Cars—Service Charges.** GATX shall furnish to Customer and Customer shall accept and use, on the terms and conditions hereinafter set forth, the car or cars for the use of each of which Customer shall pay GATX the service charges set forth on the Riders attached to this Agreement. Service charges with respect to each car shall commence upon delivery of each car to Customer and shall continue in effect, subject to Article 8 hereof, until each such car is returned to GATX in accordance with Article 5 hereof. Service charges shall accrue monthly, in advance, upon the first day of each month, and Customer shall be invoiced monthly. Payments of all charges payable by Customer to GATX under this Agreement shall be made, without deduction, to GATX at the address shown on the invoice within fifteen (15) days following the date of invoice. Payments not made within thirty (30) days of invoice may, at GATX's option, bear interest at the rate of 1% over the prime rate of interest quoted by Citibank N.A. per month on the unpaid balance (or such lesser interest rate as may be consistent with the law of the state of Customer's domicile) until the balance is paid.

**3. Delivery/Acceptance of Cars.** Each car shall be deemed delivered to Customer hereunder upon acceptance by a railroad of instructions to forward such car to the destination point designated by Customer, except that any car which is already in Customer's service under an expiring agreement or an agreement terminated hereby shall be deemed delivered to Customer hereunder immediately upon the expiration or termination of such agreement. Furnishing of any car to Customer hereunder shall be subject to unavoidable delay. Customer shall cause each car delivered hereunder to be inspected within five (5) days after receipt at the destination point designated by Customer and failure of Customer promptly to report to GATX any defect in the car shall constitute acceptance of such car by Customer.

**4. Inspection of Cars/Responsibility for Damage.** Customer is responsible for having each car visually inspected prior to each loading to determine whether such car is suitable for receiving, transporting and discharging the commodity to be loaded therein. Customer shall indemnify and hold GATX harmless from all claims resulting from conditions which have or should have been determined from such inspection. In addition, Customer shall be responsible for any loss of or damage (including corrosion damage) to any commodity, or to any car or part thereof caused by the commodity contained therein or incurred in the process of loading or unloading such commodity, or caused by the chemical environment in which the car is loaded, unloaded or stored, and Customer shall indemnify GATX from all claims resulting therefrom, unless such claims result directly from the negligent act or omission of GATX. As between Customer and GATX, Customer shall be responsible for any and all risk of loss of, damage to, or destruction of any car, or part thereof, occurring while such car is located upon private tracks or premises other than GATX's.

**5. Return of Cars.** Promptly upon the expiration or termination of this Agreement with respect to any car, Customer shall return such car to GATX in the same condition complete with all parts, equipment and accessories as when initially delivered to Customer, ordinary wear and tear excepted, and cleaned of commodities; but nothing herein shall be construed as relieving GATX from its obligation to maintain the cars as provided in Article 8 of this Agreement. Each car shall be deemed returned to GATX hereunder when Customer shall release such car to a forwarding railroad within the boundaries of the United States (excluding Alaska and Hawaii) in accordance with instructions furnished to Customer by GATX either at the final unloading point or at such other point mutually agreed upon between GATX and Customer. Customer shall give GATX a minimum of thirty (30) days' advance notice, confirmed promptly in writing, of the return date of each car, including advice of the last contents of each such car. GATX shall give Customer disposition instructions for each such car prior to the later of (a) the return date specified in Customer's notice, or (b) thirty (30) days following receipt by GATX of Customer's notice. Notwithstanding the foregoing, Customer shall pay service charges at 200% of the then current rate for any car not promptly returned pursuant to the terms hereof or for any returned car if Customer has not caused the car to be cleaned of commodities.

GATX may provide cleaning services with respect to some or all of the cars. Such cleaning services shall be performed pursuant to a separate Car Cleaning Contract attached to this Agreement.

6. Maintenance/Modifications/Abatement of Service Charges. (a) GATX shall have each car maintained in accordance with the AAR Rules and the rules and regulations of the U.S. Department of Transportation and of any other federal authorities having jurisdiction over tank car design, provided (except for normal running repairs performed by railroads) GATX has been advised or has actual knowledge of the need for necessary maintenance and subject to unavoidable delay. No maintenance, alterations or repairs to any car shall be made or authorized by Customer without

made by Customer shall be done to standards and with parts that are of like kind and at least equal quality to items being repaired or replaced. If Customer has or obtains information indicating that any car requires maintenance, Customer shall promptly notify GATX. Upon request by GATX, Customer shall make any car needing maintenance available at a car repair location designated by GATX cleaned of commodities. If any car is in need of maintenance, modification or alteration determined by GATX to be uneconomical to perform or if any car is determined by a railroad to have been destroyed, GATX has the option to terminate this Agreement with respect to such car effective upon notification by GATX to Customer or to substitute another car of approximately the same age, type and capacity under this Agreement within a period of time not to exceed sixty (60) days.

(b) If a physical alteration or modification to any car is required by the AAR or any government, agency, group or committee exercising authority over tank car design or operation, GATX may, at its option, perform such alterations or modifications and Customer shall pay GATX as an additional charge an amount equal to the greater of (i) \$1.50 per car per month for each \$100.00 per car cost to GATX to perform such changes or (ii) such additional monthly charge as will cover the cost of the modification or alteration including GATX's then current cost of money, or the estimated life of such modifications or alterations or of the car. Such charge will be effective upon date of acceptance by a railroad of instructions to forward such car to Customer after such change has been completed. Should GATX elect to make the alterations or modifications as aforesaid, Customer shall, upon notice from GATX, make the car available at a car repair location designated by GATX cleaned of commodities.

(c) (I) When any car is moved to a car repair location (other than railroad shops) at GATX's request for maintenance, alteration or modification pursuant to this Article 6, service charges shall abate upon the date of arrival of such car at such GATX designated car repair location and shall resume at the end of the third day following acceptance by a railroad of instructions to return such car to Customer.

(II) If any car is damaged in a railroad accident and the railroad delays in deciding whether such car is to be deemed destroyed, service charges for such car shall abate for the period commencing upon the fifth day following the date upon which GATX receives notification of such railroad damage and shall resume at the end of the third day following acceptance by a railroad of instructions to return said car to Customer.

(III) If any car maintenance is performed other than as set forth above, service charges shall abate for such car commencing upon the fifth day following the date upon which GATX shall receive notice of the need for such maintenance, and shall resume upon the date on which such maintenance is completed.

(IV) Notwithstanding the foregoing, service charges for any car shall not abate (A) while such car is out of service (i) due to damage for which Customer is responsible under this Agreement, (ii) for lining application, maintenance, renewal or removal, (iii) during periods of Customer delay in forwarding the car to a GATX designated facility, (iv) for work, other than normal maintenance, performed at Customer's request, or (v) for alteration or modification performed pursuant to Article 6(b); or (B) if Customer has not caused the car to be cleaned of commodities as required under this Agreement.

7. Lining. Customer shall pay the cost of the interior lining of any car and shall, at its sole cost and expense, maintain and renew all car linings (both new and currently existing) whenever necessary during the term of this Agreement, including when necessitated by repair to other portions of the car; and Customer is responsible for removing the lining from each car prior to its return to GATX at the expiration or termination of this Agreement with respect to such car. This Article 7 shall govern notwithstanding anything to the contrary in Article 6 hereof.

8. Reports, Mileage and Charges. Customer shall furnish GATX promptly with complete reports of the movements of each of the cars, including dates loaded and shipped, commodity, destination, and full junction routing. GATX shall use its best efforts to collect mileage earnings as paid by the railroads for car movements during the term hereof and shall credit such earnings to Customer's car service account when collected. For purposes of mileage accounting, all cars under all Car Service Contracts between GATX and Customer may be, at GATX's option, combined into a single account for the term of this Agreement, provided that the total mileage earnings so credited shall not exceed the aggregate car service charges payable by Customer thereunder. If the operation of any car during the term of this Agreement would result in charges being made against GATX by any railroad with respect to such car in accordance with the then prevailing tariffs or other applicable rules and regulations to which such railroad is a party, Customer shall pay GATX for such charges within the period specified by such tariffs, rules or regulations; and Customer shall use the cars upon each railroad over which the cars move in accordance with such tariffs, rules and regulations to which such railroad is a party.

9. Lettering of Cars. Customer shall place no lettering or marking of any kind upon the cars without GATX's prior written consent; except that for the purpose of evidencing the operation of the cars in Customer's service hereunder or for purposes of indicating the nature of the material carried in the cars, Customer shall be permitted to board, placard or stencil the cars as required or permitted by the AAR Rules or the rules or regulations of any federal authority having authority over the lettering of tank cars with letters no greater than two inches high (unless otherwise required by said authorities). Any lettering or marking done by Customer must be removed from the cars at Customer's expense upon termination of this Agreement.

10. Taxes. GATX is responsible for payment of all ad valorem property taxes levied upon the cars and for filing all necessary returns and reports for such taxes. Customer shall pay, or cause to be paid, or shall reimburse GATX for all other taxes, including, but not limited to, sales, use, rental, gross income, and excise taxes (except net income taxes) as may be levied or assessed against GATX or Customer in connection with this Agreement, or arising out of any sale, lease, rental, use, operation, ownership, payment, shipment, or delivery of any cars.

11. **Indemnification.** Customer shall indemnify and save harmless GATX from and against all claims made against GATX or which GATX may incur arising out of Customer's failure to comply with the terms and conditions of this Agreement, unless and to the extent such claim results from GATX's negligent act or omission, or is a claim for which a railroad(s) is responsible and has satisfied such responsibility. All indemnities contained in this Agreement shall survive the termination of this Agreement, however the same shall occur.

12. **Assignment/Subcontracting/Liens.** The cars shall be used exclusively in the service of Customer, and Customer shall not furnish, assign or subcontract any car, or make any transfer or assignment of this Agreement, without GATX's prior written consent except that Customer may furnish any car for single trips to its customers or to its suppliers in accordance with the provisions of demurrage tariffs lawfully in effect, and provided that Customer shall remain liable to GATX for the fulfillment of all obligations under this Agreement. In the event Customer furnishes, assigns or subcontracts any car in violation of the foregoing, Customer shall pay GATX a daily surcharge equal to 100% of the prorated daily service charge for such car during the period of such furnishing, assignment or subcontract. This Agreement and the rights of Customer herein shall not be assignable or transferable by operation of law; and no title, leasehold, or property interest of any kind shall vest in Customer, or in Customer's successors or assigns, by reason of this Agreement, or by reason of the delivery of the cars to, or the use of the cars by, Customer, its successors or assigns. Subject to the foregoing limitations on assignment and subcontracting, this Agreement is binding upon and shall inure to the benefit of the parties hereto and their successors and assigns. Customer shall not permit any encumbrance or lien arising out of acts of or claims against Customer to be entered, levied, or to exist upon any car; and Customer shall have any such encumbrance or lien removed immediately after becoming aware of the existence thereof or upon written notice thereof from GATX.

13. **Remedies.** If Customer shall fail to perform any of its obligations under this Agreement, GATX may (a) without notice or demand immediately terminate this Agreement with respect to any or all of the cars covered hereunder and thereafter take possession of any or all of such cars, or (b) upon seven (7) days prior written notice to Customer, change the term of this Agreement to a month-to-month term, subject to termination thereafter upon ten (10) days prior written notice from either party to the other; or (c) permit Customer to retain possession of any or all cars under this Agreement as the same may continue in force provided Customer shall, within five (5) days after written notice from GATX cure any and all defaults under this Agreement, and shall also, within said five (5) day period, provide to GATX adequate assurances (including unilateral security) of future full performance of this Agreement, so that all amounts due hereunder shall promptly be paid by Customer to GATX when they shall become due, and that all covenants hereunder to be performed by Customer shall be promptly performed by it in the manner provided herein.

The Customer shall be liable to GATX for all charges hereunder and no termination nor modification of this Agreement shall affect or modify any rights, claims, or obligations hereunder which shall have accrued prior to such termination or modification, except as otherwise specifically provided by such termination or modification.

Upon termination by GATX of this Agreement as permitted by this Article 13, Customer shall thereupon, without further act or deed by GATX, be completely divested of any and all of Customer's rights and interests, if any, under this Agreement, and in and to any and all cars covered hereby. GATX shall thereupon be entitled to the immediate return of any and all such cars, cleaned of commodities, all at Customer's expense.

In the event bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceeding is instituted by or against Customer, under the United States Bankruptcy Code or other law of the United States or any State, then, unless the Customer, as debtor or debtor-in-possession in any such bankruptcy or other proceeding or any Trustee acting therein, shall comply with the provisions of Section 365 of the United States Bankruptcy Code (as now existing or hereafter amended), GATX shall be entitled to the immediate return of all cars covered hereby cleaned of commodities, by summary proceedings or otherwise, with no liability by reason thereof. Customer hereby waives any rights now or hereafter conferred by statute or otherwise to object to or contest any such legal action or proceeding instituted by GATX to recover possession of the cars.

The rights and remedies herein given to GATX in no way limit its rights and remedies at law or in equity.

14. **Use of Cars.** No car shall be utilized in unit train service, nor shall the average loaded mileage of all cars under this Agreement exceed eighteen thousand (18,000) miles during any calendar year during the term hereof, unless consented to in writing by GATX in advance of such use. The cars shall be used exclusively within the boundaries of the United States (excluding Alaska and Hawaii), Canada and Mexico. Customer is responsible for all taxes and duties and for complying with all governmental requirements arising out of any of the cars leaving, being outside of, or returning to the boundaries of the United States; and Customer shall defend and hold harmless GATX from any claim connected therewith. Customer shall comply with all AAR and governmental regulations respecting the use and operation of each of the cars during the term of this Agreement.

15. **Limitation of Obligations.** GATX's obligations under this Agreement are limited to those expressly set forth herein, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY GATX. IN NO EVENT SHALL GATX HAVE ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

16. **Subordination.** This Agreement and all rights of Customer (and of any persons claiming or who may hereafter claim under or through Customer) under this Agreement, including any purchase option or options provided for herein are hereby made subject and subordinate to any leveraged lease, chattel mortgage, conditional sale or other financing agreement heretofore or hereafter established with respect to any of the cars including any equipment trust agreement and to all rights of a trustee under any such agreement. Any assignment, subcontract, or loan of cars made by Customer pursuant to Article 12 of this Agreement shall be expressly made subject to the above subordination. At the request of GATX, the cars may be lettered or marked to identify the legal owner of the cars at no expense to Customer. If during the continuance of this Agreement, any such marking shall at any time be removed or become illegible in whole or in part, Customer shall immediately cause such marking to be restored or replaced at GATX's expense.

17. **Miscellaneous.** This Agreement, together with any and all exhibits attached hereto, constitutes the entire agreement between GATX and Customer. This Agreement may not be amended, altered, or changed except by written agreement signed by the parties hereto. No waiver of any provision of this Agreement or consent to any departure by Customer therefrom shall be effective unless the same shall be in writing signed by both parties and then such waiver or consent shall be effective only for the purpose and to the extent specifically stated in such writing.

been used herein are solely for convenience and shall not be construed in any event or manner as interpretive or limiting the interpretation of this Agreement

The invalidity of any provision of this Agreement shall not affect the remainder hereof, which shall in such event be construed as if such invalid provision had not been inserted.

In the event the AAR Rules conflict with any provision of this Agreement, the provision of this Agreement shall control.

This Agreement shall be governed by and construed under the laws of the State of Illinois.

18 Term. Unless otherwise terminated pursuant to this Agreement, this Agreement shall remain in full force and effect until the expiration of all Riders attached hereto. Customer's obligations to GATX under this Agreement, however, shall remain in full force and effect until the time all cars are returned to GATX pursuant to Article 5 of this Agreement.

19. Notices. All notices hereunder shall be in writing and shall be deemed delivered when mailed, postage prepaid, as follows:

To Customer:

**QUAKER STATE OIL REFINING CORPORATION**

**P. O. Box 989**

**Oil City, PA 16301**

**Attention: General Traffic Manager**

To GATX:

General American Transportation Corporation

120 S. Riverside Plaza

Chicago, IL 60606 Attention: Contract Administrator

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above mentioned.

WITNESS:

**GENERAL AMERICAN TRANSPORTATION CORPORATION**

By

*George C. Yates*  
Senior Vice President

(Customer to affix  
its corporate seal here)

WITNESS:

**QUAKER STATE OIL REFINING CORPORATION**

By

*[Signature]*  
Manager - Customer Service Department (11th)

Assistant Secretary

Secretary

Car Cleaning Contract

Car Service Contract No. 3031 ("Car Service Contract")

1 Subject to the terms and conditions of this Car Cleaning Contract ("Contract"), GATX agrees that it will clean any car furnished to Customer under the Car Service Contract when such cleaning is necessary for repair of such car by GATX under the Car Service Contract, and, at GATX's discretion, upon return of such car to GATX at the termination of the Car Service Contract

2 For purposes of this Contract, waste material removed from a car is classified as follows.

(a) Class I Waste - Waste which is not classified as hazardous waste under Subtitle C of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as from time to time amended, and regulations promulgated thereunder ("RCRA").

(b) Class II Waste - Waste which is classified as hazardous waste under RCRA, but which Customer is not prohibited from sending to any GATX facility or disposition point under Section 8, hereof.

(c) Class III Waste - Waste which is classified as hazardous waste under RCRA and which Customer is prohibited from sending to any GATX facility or disposition point under Section 8, hereof.

3. GATX shall clean cars containing Class I Waste at no additional charge to Customer.

4. GATX shall clean cars containing Class II Waste at the prices set forth on a Car Cleaning Price Schedule issued from time to time by GATX or as may be agreed between GATX and Customer.

5 GATX shall not clean any car containing Class III Waste.

6. The cost of cleaning cars hereunder is determined on the assumption that the car to be cleaned is "empty" (containing less than two (2) inches of residue or one atmosphere of pressure). If any car is received by GATX not in an empty condition, the car will be returned to Customer at its expense to be made empty and all service charges under the Car Service Contract will continue until the car is returned to GATX in an empty condition.

7 Upon the forwarding or movement by Customer of any car to a GATX facility or to any other location in accordance with the terms of the Car Service Contract or this Contract, Customer shall represent to GATX:

(a) that, to the best of Customer's knowledge, information and belief, the car while in service under the Car Service Contract has never carried hazardous waste (as defined in RCRA) or material which could become subject to RCRA if removed from the car (such waste and material being hereafter referred to as "hazardous material"), or

(b) that the car has been cleaned of commodities (as defined in the Car Service Contract); or

(c) the nature and amount of hazardous material contained in the car, to the best of Customer's knowledge, information and belief.

8. GATX shall notify Customer from time to time of those hazardous materials which Customer is prohibited from sending to any GATX designated facility at any time or to any disposition point at the expiration or termination of the Car Service Contract. Any car containing any such hazardous materials shall be cleaned of commodities by Customer prior to the forwarding or movement of such car to any such point. If not so cleaned, such car shall be returned to Customer at its expense for cleaning and all service charges under the Car Service Contract will continue until the car is returned to GATX cleaned of commodities.

9. GATX shall assume responsibilities assigned to the generators of hazardous wastes under RCRA with respect to the hazardous material removed from cars at any GATX facility.

10. This Contract is subject to all the terms and conditions of the Car Service Contract.

ATTEST:

GENERAL AMERICAN TRANSPORTATION CORPORATION

Assistant Secretary

By [Signature] Senior Vice President

(Customer to affix its corporate seal here)

ATTEST:

QUAKER STATE OIL REFINING CORPORATION

Secretary

By [Signature] (Title) Manager - Customer Service Department





GENERAL AMERICAN TRANSPORTATION CORPORATION

120 SOUTH RIVERSIDE PLAZ  
CHICAGO, ILLINOIS 60606-394  
312 / 621-6200

July 18, 1988  
AMENDMENT #2 to RIDER #1

QUAKER STATE OIL REFINING CORPORATION

Gentlemen:

The number of cars covered by Rider #1 is hereby reduced from eight (8) to three (3). GATX 11825, 11827 and 11828 are the cars remaining in service.

Commencing upon August 1, 1988, the service charge in connection with each of the cars covered by Rider #1 shall be increased from Three Hundred Eighty-three Dollars and Seventy-five Cents (\$383.75) per car per month to Four Hundred Forty-five Dollars (\$445.00) per car per month. Double Shelf Coupler Modification charges included.

Each of the cars covered by Rider #1 shall continue to remain in your service up to and including July 31, 1991.

This letter, when signed by us and confirmed by you, shall constitute a further Amendment to Rider #1 to Master Contract No. 3831.

Yours very truly,

GENERAL AMERICAN TRANSPORTATION CORPORATION

By *J. Killoran*  
Senior Vice President

This will confirm the above and foregoing understanding.

QUAKER STATE OIL REFINING CORPORATION

By *[Signature]* AFE 5/88  
8-31-88 Title

Rider #1 to  
Contract #3831  
Dated 7-31-88

July 31, 1982

RIDER NO. 1

TO MASTER CAR SERVICE CONTRACT NO. 3831

It is hereby agreed that this Rider shall become a part of the above-described Master Car Service Contract between **QUAKER STATE OIL REFINING CORPORATION** (hereinafter referred to as the "Customer"), and **GENERAL AMERICAN TRANSPORTATION CORPORATION** and, except as hereinafter otherwise provided, the cars described herein shall be placed in the Customer's service subject to the terms and conditions in said Master Car Service Contract at the service charges and for the term hereinafter set forth:

<u>Number of Cars</u>	<u>Type</u>	<u>Approximate Capacity Per Car (in gallons)</u>	<u>Service Charges Per Car Per month</u>
6	Class DOT 111-A-100-W-1, coiled GATX 11828 through 11832 and 13983	26,000	\$365.00
2	Class DOT 111-A-100-W-1, coiled GATX 11825 and 11827	26,000	\$373.75 (double shelf couplers included)

TERM: Commencing upon August 1, 1982 and ending upon July 31, 1985.

Yours very truly,

GENERAL AMERICAN TRANSPORTATION CORPORATION

By *George C. Yates*  
Vice-President

QUAKER STATE OIL REFINING CORPORATION

By *[Signature]*  
(title)  
Manager - Customer Service Department



GENERAL AMERICAN  
TRANSPORTATION CORPORATION

120 SOUTH P. ERFIDE PLAZA  
CHICAGO, IL 60616-3940  
312 621 6200

August 31, 1988

AMENDMENT No. 1 to RIDER No. 5

QUAKER STATE OIL REFINING CORPORATION

Gentlemen:

The number of cars covered by Rider No. 5 shall be reduced from nineteen (19) to ten (10). GATX 86450, 86452, 86453, 86455, 86457, 86458, 86462, 86463, 86466 and 86467 are the cars remaining in service.

Commencing upon September 1, 1988, the service charge in connection with two (2) cars, namely GATX 86452 and 86467 covered by Rider No. 5 shall be increased from Three Hundred Sixty-eight Dollars and Seventy-five Cents (\$368.75) per car per month to Four Hundred Forty Dollars (\$440.00) per car per month and with respect to the remaining cars, namely GATX 86450, 86453, 86455, 86457, 86458, 86462, 86463 and 86466 shall be increased from Three Hundred Sixty Dollars (\$360.00) per car per month to Four Hundred Forty Dollars (\$440.00) per car per month.

Each of the cars covered by Rider No. 5 shall continue to remain in your service up to and including August 31, 1991.

This letter, when signed by us and confirmed by you, shall constitute an Amendment No. 1 to Rider No. 5 to Master Contract No. 3831.

GENERAL AMERICAN TRANSPORTATION CORPORATION

By J. J. Moran  
Senior Vice President

This will confirm the above and foregoing understanding.

QUAKER STATE OIL REFINING CORPORATION

BY [Signature] AFE 6-88  
Title

Rider No. 5  
Contract No. 3831  
Dated 7-18-83



July 18, 1983

RIDER NO. 5

TO CAR SERVICE CONTRACT NO. 3331

It is hereby agreed that this Rider shall become a part of the above-described Car Service Contract between QUAKER STATE OIL REFINING CORPORATION

(hereinafter referred to as the "Customer"), and GENERAL AMERICAN TRANSPORTATION CORPORATION and, except as hereinafter otherwise provided, the cars described herein shall be placed in the Customer's service subject to the terms and conditions in said Car Service Contract at the service charges and for the term hereinafter set forth.

<u>Number of Cars</u>	<u>Type</u>	<u>Approximate Capacity Per Car (in gallons)</u>	<u>Service Charges Per Car Per month</u>
15	Class DOT 111-A-100-W-1 coiled GATX 36450, 36451, 36453, 36455, 36456, 36457, 36458, 86459, 36462, 36463, 36464, 36465, 36466, 36468, 36469	24,500	\$360.00
4	Class DOT 111-A-100-W-1 coiled GATX 36452, 36454, 36461, 36467	24,500	\$368.75*

\* Double shelf coupler modification charges included.

TERM: Commencing upon September 1, 1983 and ending upon August 31, 1988.

Yours very truly,

GENERAL AMERICAN TRANSPORTATION CORPORATION

By J. Altage  
Vice President

QUAKER STATE OIL REFINING CORPORATION

By J. P. [Signature]  
Manager - Customer Service Department

September 22, 1988

AMENDMENT No. 1 to RIDER No. 6

QUAKER STATE OIL REFINING CORPORATION

Gentlemen:

Each of the cars covered by Rider No. 6 shall continue to remain in your service up to and including September 30, 1991.

This letter, when signed by us and confirmed by you, shall constitute an Amendment No. 1 to Rider No. 6 to Master Contract No. 3831.

Yours Very Truly,

GENERAL AMERICAN TRANSPORTATION CORPORATION

By

*J. L. Moran*

Senior Vice President

This will confirm the above and foregoing understanding.

QUAKER STATE OIL REFINING CORPORATION

BY

*[Signature]*

APE - 788

Title

Rider No. 6  
Contract No. 3831  
Dated 7-25-83

**GATX SERVICE DRIVEN**

July 25, 1983

RIDER NO. 6

TO CAR SERVICE CONTRACT NO. 3831

It is hereby agreed that this Rider shall become a part of the above-described Car Service Contract between QUAKER STATE OIL REFINING CORPORATION (hereinafter referred to as the "Customer"), and GENERAL AMERICAN TRANSPORTATION CORPORATION and, except as hereinafter otherwise provided, the cars described herein shall be placed in the Customer's service subject to the terms and conditions in said Car Service Contract at the service charges and for the term hereinafter set forth:

<u>Number of Cars</u>	<u>Type</u>	<u>Approximate Capacity Per Car (in gallons)</u>	<u>Service Charges Per Car Per month</u>
1	Class DOT 111-A-100-W-1, coiled  GATX 10171	20,000	\$305.00
1	Class DOT 111-A-100-W-1, coiled  <del>GATX 10170</del> -47X 10172	20,000	\$313.75*

\*Double Shelf Coupler Modification Charges Included.

TERM: Commencing upon October 1, 1983, and ending upon September 30, 1988.

Yours very truly,

GENERAL AMERICAN TRANSPORTATION CORPORATION

UD:mk

By J. D. Hayes  
Vice President

QUAKER STATE OIL REFINING CORPORATION

By [Signature]  
Manager - Customer Service Dept.

April 1, 1961

RIDER NO. 17

TO CAR SERVICE CONTRACT NO. 0023

It is hereby agreed that this Rider shall become a part of the above-described Car Service Contract between  
GENERAL STATE OIL REFINING CORPORATION

(hereinafter referred to as the 'Customer'),

and GENERAL AMERICAN TRANSPORTATION CORPORATION and, except as hereinafter otherwise provided, the cars described herein shall be placed in the Customer's service subject to the terms and conditions in said Car Service Contract at the service charges and for the term hereinafter set forth:

<u>Number of Cars</u>	<u>Type</u>	<u>Approximate Capacity Per Car (in gallons)</u>	<u>Service Charges Per Car Per month</u>
10	Class 207 111-1-100-771, 201101	20,000	\$410.00
	17150, 17151, 17152, 17153, 17154, 17155, 17156, 17157, 17158, 17159, 17160, 17161, 17162, 17163, 17164, 17165, 17166, 17167, 17168, 17169, 17170, 17171, 17172, 17173, 17174, 17175, 17176.		
2	Class 207 111-1-100-771, 201101	20,000	\$410.07*
	17163, 17164, 17165, 17166, 17167, 17168, 17169, 17170, 17171, 17172, 17173.		

\*Double shaft coupler modification charges included.

Term: Commencing upon May 1, 1960 and ending upon April 30, 1961.

Mine very truly,

GENERAL AMERICAN TRANSPORTATION CORPORATION

By J. R. Moran  
Senior Vice-President

GENERAL STATE OIL REFINING CORPORATION

By [Signature]  
Customer Service Department