



DOW CHEMICAL U.S.A.

PLAINTIFF'S EXHIBIT

SUN-149

P. O. Box 1694
June 16, 1930

BARSTOW BUILDING
2020 DOW CENTER
MIDLAND, MICHIGAN 48640

Mr. W. S. Richardson
Sun Petroleum Products Co.
P. O. Box 2608
Corpus Christi, TX 78403

Dear Mr. Richardson:

We are returning your fully executed copy of the term lease agreement dated March 25, 1980, covering tank car shipments of Caustic Soda 50% Solution to Viola, Texas. This is your file copy.

If we can be of further assistance, please let us know.

Yours very truly,

Lois A. Crosby
Mrs. Lois A. Crosby
Rail Fleet Administration

enclosure

dlg

cc: J. R. Gilson, Inorganics, 2020
R. F. Crandall, Houston S.O.
R. L. Snyder, Freeport

RECEIVED

JUN 20 1980

PURCHASING DEPT.

S (B) 00855



This Lease made and dated March 25, 19 80 between DOW CHEMICAL U.S.A., of Midland, Michigan, hereinafter called "LESSOR", and SUN PETROLEUM PRODUCTS CO. of P. O. Box 2608 Corpus Christi, TX 78403, hereinafter called "LESSEE".

WITNESSETH:

WHEREAS, LESSOR from time to time, at LESSEE'S request, ships or causes to be shipped Caustic Soda 50% Solution in private tank cars (hereinafter called "car(s)") from LESSOR'S plants to the private tracks of LESSEE at Viola, Texas; and

WHEREAS, LESSEE desires to use cars on said private tracks for the temporary storage of the commodity contained in cars, and the LESSOR is willing that such use be made thereof on the terms and conditions as hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein, the parties agree as follows:

1. This agreement shall continue in full force and effect from date hereof, subject to cancellation by either party upon thirty (30) days written notice.

2. The provisions of this Lease shall become operative upon each and every said car shipped or caused to be shipped by LESSOR to LESSEE, during the life of this Lease, at the time cars are delivered by LESSOR to the Railroad at point of shipment and shall remain under this Lease until unloaded and delivered by LESSEE to the Railroad for return to LESSOR.

3. LESSEE agrees to use cars only for the transportation of said commodity from said point of shipment to said point of destination and for the storage at said point of destination of said commodity received in cars.

4. During the period when cars are in the possession of the LESSEE (i.e. on LESSEE'S tracks) LESSEE assumes entire responsibility for cars and shall be liable for any and all damage thereof, except that LESSEE shall not be liable for damage to the car(s) not attributable to the acts or omissions of LESSEE or its employees or personnel under its control. LESSEE shall unload

cars and then deliver same to the railroad in accordance with routing instructions given by LESSOR within seven (7) days for all

cars, except within thirty (30) days for chlorine cars and within fourteen (14) days for plastic granule cars, after placement (either

constructive or actual, whichever occurs first). For the purposes of this Lease placement shall be understood to be the first 7:00 A.M. following notification of arrival of cars at the delivering railroad yard or actual placement, as the case may be. For any day or fraction thereof that cars are held by LESSEE in excess of such allowable detention time, LESSOR shall have the right to collect from LESSEE as liquidated damages LESSOR'S then applicable daily detention charge.

5. LESSEE agrees to advise LESSOR promptly, in writing, each date and time when cars arrive, are placed, unloaded, and/or are delivered back to the carrier. For purposes of supplying such information, the Empty Tank Car Return Instruction Form should be used.

6. If any cars arrive at said point of destination in damaged condition, LESSEE shall immediately notify Railroad Agent at destination of such damage and also make immediate report thereof to LESSOR. All repairs to cars shall be made under the supervision or the direction of LESSOR.

7. All mileage allowances and/or other forms of compensation allowed by Railroads transporting the cars leased under this Lease shall accrue to and be collected and retained by LESSOR.

8. The LESSOR will, prior to the delivery of each said car to the Railroad for transportation to LESSEE, show by painting, stenciling or boarding thereon that said car is leased to LESSEE, and LESSOR will mark the Bills of Lading or Shipping Orders as provided in Railroad Demurrage Rules.

9. The Lease shall be without force and effect unless signed by LESSEE and returned to LESSOR within a reasonable time from above date.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate.

S (B) 00856

ACCEPTANCE:

DOW CHEMICAL U.S.A.

SUN PETROLEUM PRODUCTS COMPANY

(LESSEE)

Mrs. Lois A. Crosby, Rail Fleet Administration

BY [Signature]