

## Locomotive Sales Contract Amendment

Regarding the Railroad Locomotive Sales Agreement between New Orleans Public Belt Railroad Corporation and S&S Management and Consulting L.L.C. dated March 31st, 2021. Paragraph 3. (Special Conditions) and paragraph 6. (Payment) currently states:

**3 Special Conditions.** The following special conditions, if any, apply to this contract:

- a. The Goods are to be sold and delivered hereunder on an “as is, where is” basis with no representation or warranty of any kind as to its condition and the Buyer shall accept delivery of the Goods in such condition. Seller does not make and has not made any representation or warranty whatsoever to Buyer, express or implied, as to the value, quality, quantity, condition, merchantability, fitness for a particular purpose, suitability, classification, certificates, design, usability, salability, obsolescence, working order or compliance with law of any of the railroad equipment acquired herewith, nor shall Seller be responsible for any damages (direct, indirect or consequential) of any nature whatsoever following delivery and transfer of title to any such railroad equipment. With respect to the contemplated transactions, Buyer hereby (i) expressly waives all rights in redhibition and for reduction of the purchase price pursuant to Louisiana Civil Code articles 2520 *et seq.* and the warranty imposed by Louisiana Civil Code article 2475 and (ii) releases Seller from any liability for redhibitory or other latent defects or vices under Louisiana Civil Code articles 2520 through 2548 and any and all other warranties whatsoever under the laws of the State of Louisiana, the United States of America or any other law, with no recourse to Seller for any reason whatsoever. The aforesaid waiver shall not apply to any transferable warranties from vendors assigned to Buyer at Closing.

Buyer further acknowledges that it has not relied upon any oral or written representation of Seller or Seller’s representatives not otherwise set forth in this paragraph concerning the condition, fitness, merchantability, design or fitness for any intended use or purpose of the acquired railroad equipment.

- b. Buyer is responsible for all transportation costs.  
c. Offer is contingent on Buyer’s inspection and acceptance of each locomotives condition.  
d. Inspection by Buyer to take place on or before April 9<sup>th</sup> 2021. Buyer will have 14 days from the inspection date to accept or reject the condition of the locomotives.  
e. Locomotives are sold “As Is Where Is” free and clear of all liens or encumbrances. Seller agrees to mechanically prepare the locomotives for interchange.  
f. Seller will not charge Buyer for any storage fees associated with locomotives as described in Exhibit A  
g. Buyer or Buyer’s assigned agents will be permitted to prep or dismantle locomotive for shipment at Buyers sole discretion.

6 Payment Buyer has agreed to pay seller the total price indicated on Exhibit “A” attached hereto. Payment schedule is as follows:

DS  
SF

DS  
BE

- a. Payment to be made in full on or before April 23<sup>rd</sup> 2021. All payments are to be made via wire transfer. Wire instructions are included the last page of this document.

Is changed to read:

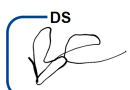
3. Special Conditions. The following special conditions, if any, apply to this Contract:

The Goods are to be sold and delivered hereunder on an “as is, where is” basis with no representation or warranty of any kind as to its condition and the Buyer shall accept delivery of the Goods in such condition. Seller does not make and has not made any representation or warranty whatsoever to Buyer, express or implied, as to the value, quality, quantity, condition, merchantability, fitness for a particular purpose, suitability, classification, certificates, design, usability, salability, obsolescence, working order or compliance with law of any of the railroad equipment acquired herewith, nor shall Seller be responsible for any damages (direct, indirect or consequential) of any nature whatsoever following delivery and transfer of title to any such railroad equipment. With respect to the contemplated transactions, Buyer hereby (i) expressly waives all rights in redhibition and for reduction of the purchase price pursuant to Louisiana Civil Code articles 2520 *et seq.* and the warranty imposed by Louisiana Civil Code article 2475 and (ii) releases Seller from any liability for redhibitory or other latent defects or vices under Louisiana Civil Code articles 2520 through 2548 and any and all other warranties whatsoever under the laws of the State of Louisiana, the United States of America or any other law, with no recourse to Seller for any reason whatsoever. The aforesaid wavier shall not apply to any transferable warranties from vendors assigned to Buyer at Closing. Buyer further acknowledges that it has not relied upon any oral or written representation of Seller or Seller’s representatives not otherwise set forth in this paragraph concerning the condition, fitness, merchantability, design or fitness for any intended use or purpose of the acquired railroad equipment.

- a. Buyer is responsible for all transportation costs.
- b. Offer is contingent on Buyer’s inspection and acceptance of each locomotives condition.
- c. Inspection by Buyer to take place on or before April 9<sup>th</sup> 2021. Buyer will have 26 days from the inspection date to accept or reject the condition of the locomotives.
- d. Locomotives are sold “As Is Where Is” free and clear of all liens or encumbrances. Seller agrees to mechanically prepare the locomotives for interchange.
- e. Seller will not charge Buyer for any storage fees associated with locomotives as described in Exhibit A
- f. Buyer or Buyer’s assigned agents will be permitted to prep or dismantle locomotive for shipment at Buyers sole discretion.

- 6 Payment Buyer has agreed to pay seller the total price indicated on Exhibit “A” attached hereto. Payment schedule is as follows:

DS  
SF

DS  


a. Payment to be made in full on or before May 5<sup>th</sup> 2021. All payments are to be made via wire transfer. Wire instructions are included the last page of the original contract.

Buyer: S&S Management and Consulting L.L.C.

Seller: New Orleans Public Belt Railroad Corporation

DocuSigned by:  
*Steve Flanders*  
4/20/2021 | 7:26 AM CDT  
Printed Name: Steve Flanders

DocuSigned by:  
*Brandy D. Christian*  
4/19/2021 | 6:46 PM CDT  
Printed Name: Brandy D. Christian