

## RAILROAD EQUIPMENT SALES CONTRACT AMENDMENT

Regarding the Railroad Equipment Sales Contract between Colebrookdale Railroad Preservation Trust and Nevada Northern Railway Foundation dated March 21, 2024. For the purchase of 1930 Brill Motor Car #M-55. The following contractual changes are governed by the full execution of this amendment.

Paragraph #3, which currently states:

1. Special Conditions. The following special conditions, if any, apply to this Contract:
  - a. Buyer will make a \$5,000.00 non-refundable deposit on the railcar within 48 hours of effective date of the contract. The \$5,000.00 deposit will be credited to the total purchase price as stated in Exhibit A. Payment will be made via wire transfer and wire transfer instructions are on the last page of the contract.
  - b. Transaction to be completed no later than 180 days from the effective date of the contract.
  - c. Buyers reserve the right to personally inspect and operate the car before closing.
  - d. The car is sold "As Is Where Is" and Buyer is responsible for all transportation costs.

Is changed to:

1. Special Conditions. The following special conditions, if any, apply to this Contract:
  - a. In addition to the initial non-refundable deposit of \$5,000.00 paid by Buyer after the execution of the original contract. Buyer agrees to make an additional non-refundable \$5,000.00 deposit to hold the car until closing on or before December 31<sup>st</sup>, 2024. Both deposits will be credited towards the total purchase price as stated in Exhibit "A".
  - b. The car is sold "As Is Where Is" and Buyer is responsible for all transportation costs.
  - c. Buyer agrees that their representative has inspected the rail car at its current storage location and accepts it's current condition.

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2. Paragraph #6, which currently states:

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

- a. Payment to be made in full on or before August 28<sup>th</sup>, 2024. All payments are to be made via wire transfer. (**Wire instructions are included on the last page of this original document**)
- b. Ozark Mountain Railcar (Seller's Broker) will be providing escrow and contract services for this transaction.

3. Is changed to:

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

- a. Payment to be made in full on or before December 31<sup>st</sup>, 2024. All payments are to be made via wire transfer. **Wire instructions are included on the last page of this document.**
- b. Ozark Mountain Railcar (Seller's Broker) will be providing escrow and contract services for this transaction.

Buyer: Nevada Northern Railway Foundation

Seller: Colebrookdale Railroad's, Preservation Trust

DocuSigned by:

*Mark Bassett*

7/15/2024 | 9:43 AM PDT

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Printed Name: Mark S. Bassett

DocuSigned by:

*Nathaniel C. Guest*

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Printed Name: Nathaniel Guest

**EXHIBIT A**

Item Description	Quantity	Unit Price	Total Price
1930 Brill Motor Car #M-55	1	\$385,000.00	\$385,000.00