

CONDITIONAL SALE AGREEMENT dated as of their 22nd day of July, 1971, by and between GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION), a Delaware corporation (hereinafter called "Seller"), appearing herein through its undersigned duly authorized representative, and the CITY OF NEW ORLEANS, a municipal corporation of the State of Louisiana, acting by and through the PUBLIC BELL RAILROAD COMMISSION FOR THE CITY OF NEW ORLEANS (hereinafter called "Buyer"), appearing herein through its undersigned duly authorized representative:

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WITNESSETH THAT:

INTERSTATE COMMERCE COMMISSION

In consideration of the mutual promises, covenants and agreements hereinafter set forth, Seller and Buyer do hereby agree as follows:

1. Scope of the Agreement. Seller shall construct, sell and deliver to Buyer, all in accordance with the Specifications, and Buyer shall purchase from Seller, accept delivery of, and make payment for, all as hereinafter set forth, the following described railroad equipment:

Three (3) 1500 H.P. Model SW-1500 Diesel-Electric Switching Locomotives to be constructed in accordance with Seller's Specification No. 8036, dated March 5, 1970, as amended by Seller's Specification Amendment No. 8036-2, dated May 1, 1970, and as described in Seller's Locomotive Proposal No. 70-F-3 (Revised), dated July 1, 1970, and to bear Seller's Serial Numbers 37394, 37395 and 37396, and Buyer's Road Numbers 151, 152 and 153, respectively.

2. Definitions. The words and terms specified in this Section 2, or the pronouns used in their stead, shall, for the purposes of this Agreement, have the following meanings:

- a. "Specifications" shall mean the Seller's Specifications and the Seller's Locomotive

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Proposals referred to in Section 1 hereof, together with all amendments, revisions and modifications thereof as may be agreed upon in writing by Seller and Buyer, all of which specifications are incorporated herein and made a part hereof as if expressly set forth herein;

- b. "Equipment" shall mean the locomotives referred to in Section 1 hereof;
- c. "Unit" shall mean any one of the locomotives which comprise the Equipment.

3. Delivery. Seller shall deliver the Equipment to Buyer on or before September 30, 1971. Buyer and Seller may, however, mutually agree in writing to later delivery dates for one or more of the units. Seller shall deliver all of the Equipment to Buyer, F.O.B. Buyer's tracks in New Orleans, Louisiana, ready for service and free of all liens, encumbrances and freight charges and free and clear of any other claims, charges or expenses of whatever nature and however arising by or in favor of any person, firm or corporation and subject only to Seller's reservation of title to the Equipment in accordance with this Agreement.

4. Risk of Loss. Seller shall assume all expense, responsibility and risk of loss in, of and for the removal and transport of the Equipment to Buyer's tracks in New Orleans, Louisiana. Notwithstanding retention by Seller of legal title in and to the Equipment until payment in full of the Purchase Price by Buyer, all responsibility and risk of loss in and of each one of the Units shall pass to Buyer upon delivery by the common carrier to Buyer on Buyer's tracks in New Orleans, Louisiana.

5. Failure of Seller to Deliver. Any and all Units not delivered by Seller to Buyer within the time stipulated in or agreed upon pursuant to Section 3 hereof, shall, at Buyer's sole option, be excluded from this Agreement and Buyer, in addition to and not in lieu of any other rights or actions which Buyer may have or maintain against Seller for such failure to deliver, shall be released from all of Buyer's obligations hereunder with

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accept to such Units and shall not be obligated either to accept said Units if and when said Units are completed and delivered by Seller or to pay the purchase price therefor; provided, however, that if Seller's failure to deliver as aforesaid resulted from one or more of the causes set forth in Section 6 hereof, Buyer shall nevertheless be obligated to accept all such Units and to pay the purchase price therefor when Seller completes and delivers such Units. Should Seller fail to make delivery as aforesaid and should Buyer elect to exclude any one or more of such non-delivered Units from this Agreement, which election may be made at any time during the period commencing with the last date for scheduled delivery pursuant to Section 3 and ending with notice of shipment of said Units by Seller, then Buyer shall furnish to Seller written notice of Buyer's election and Seller shall, within fifteen (15) days from the date of said notice, either deliver to Buyer in writing an enumeration of any causes specified in Section 6 which, in Seller's judgment, excuse said non-delivery or be deemed to have agreed with Buyer that said non-delivered Units shall be excluded from this Agreement in accordance herewith.

6. Delays. Seller's obligation to Buyer as to times of delivery of the Equipment is subject to delays due to causes beyond the control of Seller, including but not limited to, late design changes or other actions taken by Buyer; acts of God; acts of the Government of the United States or of any State or political subdivision thereof; fires, floods, explosions or other catastrophies; epidemics and quarantine restrictions; acts of a public enemy; any strikes, slowdowns or labor shortages of any kind; any material, transportation or utility shortage or curtailment; and delays of a supplier due to any of the foregoing causes.

7. Acceptance. After delivery by Seller of each Unit to Buyer, in accordance with Section 3 hereof, Buyer or its representative shall have a reasonable period of time within which to inspect each such Unit and, if such Unit meets the Specifications, shall thereafter furnish Seller a certificate, in quadruplicate, executed by Buyer's authorized agent, stating that such

Unit has been delivered by Seller and is accepted by Buyer without reservation on Buyer's behalf (each one of said certificates being hereinafter referred to as a "Certificate of Acceptance").

8. Purchase Price. The purchase price for all equipment, F.O.B. Buyer's tracks in New Orleans, Louisiana, is \$529,406.40.

9. Adjustments in Purchase Price. The Purchase Price shall remain firm for any of the Equipment delivered to Buyer within 210 days from July 1, 1970, but shall otherwise be subject to adjustment only in accordance with the following provisions:

- a. The Purchase Price shall be reduced to the extent that any of the Equipment shall be excluded from this Agreement pursuant to Section 5 hereof;
- b. The Purchase Price shall be reduced to the extent that a change in the cost of any item in the Specifications has resulted in a reduction of the cost of any of the Equipment as of the date of shipment thereof by Seller;
- c. The Purchase Price for any of the Equipment delivered more than 210 days from July 1, 1970, may be increased to reflect any increased price in effect on the date of shipment of any of the Equipment, limited however to a maximum escalation of five per cent (5%) per annum from July 1, 1970; provided however, Seller shall in no event be responsible for and no protection of Buyer against escalation is afforded for, any default or delay in delivery occasioned by any cause beyond Seller's control as set forth in Section 6 hereof and, conversely, if any default or delay in delivery is occasioned by any cause within Seller's control, then the Purchase Price shall be determined and computed as if no default or delay in delivery had occurred and Seller shall not be entitled to demand or receive the escalation provided in this subsection;

d. The price of specialties and extra equipment ordered by Buyer but not included in the Specifications and not of Seller's design and manufacture shall be subject to increase at any time prior to delivery thereof by Seller; provided, however, that with respect to any such increase in the prices of said specialties or extra equipment or both, Seller shall promptly notify Buyer of any such increase in prices and, within fifteen (15) days from the date of said notice, Buyer may cancel its order for said specialties and extra equipment but shall assume the payment of all charges of cancellation therefor.

10. Payment of the Purchase Price. This Agreement contemplates that Seller shall deliver to Buyer all of the Equipment on or before the date specified in or agreed upon pursuant to Section 3 hereof. For the purposes of the payment of the Purchase Price, there shall be one settlement date for the Equipment. If Seller shall have delivered and if Buyer shall have accepted some, but not all, of the Units comprising the Equipment, and if Seller's failure to deliver all of said Units shall not entitle Buyer to exclude the non-delivered Units from this Agreement, pursuant to Section 5, then the purchase price of each Unit delivered subsequent to the scheduled delivery date shall be the same as it would otherwise have been under Section 8, and there shall be a settlement date for each such unit.

After Buyer shall have accepted all of the Units, Seller shall determine the final purchase price of the Equipment in accordance with Sections 8 and 9 hereof and will render a final invoice to Buyer therefor. The term "Settlement Date" with respect to the Equipment or any Unit shall mean such date which occurs ten (10) business days following presentation by Seller to Buyer of Seller's final invoice for the Equipment or the Unit. The term "business days" as used herein shall mean calendar days, excluding Saturdays, Sundays and Holidays. If the final purchase price stated in such invoice exceeds the purchase price applicable to the Equipment in accordance with

Section 8, each payment to reduce the principal balance of the indebtedness for the Equipment, as hereinafter set forth, shall be increased by an amount equal to one-one hundred and eightieth ($1/180$) of the excess of such final purchase price over the original purchase price specified in Section 8; and, if said final purchase price is less than the purchase price applicable to the Equipment in accordance with Section 8, each payment to reduce the principal balance of the indebtedness for the Group, as hereinafter set forth, shall be reduced by an amount equal to one-one hundred and eightieth ($1/180$) of the excess of such indebtedness over such final purchase price.

Subject to the foregoing, therefore, Buyer covenants and agrees to pay to Seller, or Seller's assigns, at The First National Bank of Commerce in New Orleans, the Purchase Price for the Equipment as follows:

- a. Commencing on the first day of the month following the month in which the Settlement Date occurs and continuing thereafter on the first day of each succeeding month for a total of one hundred and eighty (180) consecutive monthly payments, the amount of TWO THOUSAND NINE HUNDRED FORTY-ONE & $14/100$ DOLLARS (\$2,941.14) per month to reduce the principal balance of the purchase price, plus an additional amount as interest at the rate of six per cent (6%) per annum, from the Settlement Date, on the principal balance remaining unpaid upon the date of such monthly payment. The 180th monthly payment shall be for such amount as to extinguish the aforesaid debt for the full principal purchase price of the Equipment and interest then remaining, after application of all previous payments credited thereto.
- b. All payments provided for in this Agreement shall be made by Buyer in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and

private debit, free of expense to Seller for collection or other charges.

11. Prepayment. Buyer may at its election, at any time and from time to time, upon at least five (5) days' written notice to Seller or Seller's assignee, voluntarily prepay, without penalty, all or any part of the unpaid principal balance due hereunder together with interest accumulated to the date of such payment on such sum so prepaid.

12. Title to the Equipment. Seller shall, and hereby does, retain the full legal title to, and property in, all of said Equipment until Buyer shall have made all of the payments, and shall have kept and performed all of the covenants in this Agreement provided to be made, kept or performed by Buyer, notwithstanding the delivery of the Equipment to, and the right to the use thereof by, Buyer as herein provided.

Buyer covenants and agrees that it will cause each Unit of the Equipment to be kept numbered with the road numbers above specified and to be kept plainly marked, in lettering not less than one inch in height by painted or stencilled markings on or by metal plates placed upon both sides of each Unit of the Equipment with the name of Seller or of Seller's assignee, as the case may be, followed by the word "Owner" or other appropriate words designated by Seller, and Buyer agrees that it will not accept delivery of, or place the Equipment in operation or exercise any control or dominion over any part thereof, until said painted or stencilled markings or said metal plates have been so placed.

Buyer shall replace any Unit or any parts thereof, at its own cost, except as otherwise herein provided, if any shall be lost or destroyed from any cause whatever during the continuance of this Agreement, with other Equipment or parts of similar type and of substantially as good material and construction as that lost or destroyed, or pay the balance of the purchase price therefor and all accrued interest thereon. Buyer shall cause any such new Equipment to be marked as above provided and to be numbered

with the same road number as the Equipment so replaced. Any and all such replacements of equipment and of any parts shall constitute accretions to the Equipment and shall be subject to all of the terms and conditions of this Agreement as though part of the original Equipment delivered hereunder, and included in the word "Equipment" as used in this Agreement. Title to all such new Equipment shall be taken initially, and shall remain, in the name of Seller (or if this Agreement shall have been assigned, in the name of the assignee or assignees, as the case may be) subject to the provisions hereof.

Except as above provided, Buyer will not allow the name of any person, association or corporation to be placed on the Equipment as a designation that might be interpreted as a claim of ownership thereof, or change or permit to be changed the identifying road numbers thereof (or any numbers which may be substituted as herein provided), except in accordance with a statement of new identifying road numbers to be substituted therefor, which shall previously have been filed with Seller by Buyer and recorded or filed in each public office where this instrument shall have been recorded or filed; provided, however, that the Equipment may be lettered with Buyer's name or any abbreviation thereof and may bear the logo or emblem of Buyer in any of their forms, and may be lettered with the name or initials of any railroad company which is permitted to use such Equipment as hereinafter provided, or may be lettered in some other appropriate manner for convenience or identification of Buyer's interest therein.

When and only when Seller has been paid the full Purchase Price for the Equipment, together with interest and any and all other payments as herein provided, and all of Buyer's covenants and conditions herein contained have been performed by Buyer, absolute right to possession of, title to and property in the Equipment shall pass to and vest in Buyer without further transfer or action on the part of Seller, except that the Seller shall, if requested by the Buyer so to do, execute and deliver to the Buyer a bill or bills of sale of said Equipment, transferring the title to and property in said Equipment to the Buyer free and clear of all liens and encumbrances created or retained hereby,

and shall execute for record or for filing in public offices such instrument or instruments in writing as may be necessary or appropriate in order then to make clear upon the public records the title of the Buyer to said Equipment.

13. Taxes and Assessments. Buyer shall pay promptly all taxes and assessments which may be imposed upon the Equipment or the earnings arising therefrom or the operation thereof, or by reason of the ownership thereof, after the delivery and acceptance thereof, by any jurisdiction in which the Equipment is operated, and shall keep at all times all and every part of the Equipment free and clear of all liens and encumbrances; provided, however, that Buyer may, in good faith, appropriately contest the same in any reasonable manner which does not affect Owner's title.

14. Inspection by Buyer. At all times during construction, the Equipment shall be subject to inspection by Buyer.

15. Compliance with Laws, Rules, and Regulations. Buyer further covenants that it will comply in all respects with all the laws of the United States and of the states into which its operations involving the Equipment may extend during the term of this Agreement, and with all lawful requirements of the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over any of the Equipment, and in the event that said laws or requirements prescribe alteration of any of the Equipment, Buyer agrees to conform therewith, at its expense, and to maintain the same in proper condition for operation under such laws and requirements during the life of this Agreement; provided however, that Buyer may in good faith contest the validity or applicability of any such law or requirement, in any reasonable manner which does not affect Seller's title.

16. Servicing, Maintenance and Repair. Seller shall send a competent person or persons with the Equipment to the destination stipulated in Section 3 hereof to assist Buyer in placing of the same in working condition. Buyer shall provide such person or

persons, without expense to Seller, with all the necessary labor, materials, locomotive supplies and transportation on lines owned or controlled by buyer.

Buyer covenants that it shall at all times after the delivery and acceptance of any Unit of the Equipment maintain and keep the same in good order and repair at its expense and shall bear the risk and shall not be released from its obligations hereunder in case of any and all damage, loss or destruction of the Equipment from whatever cause arising; provided, however, Seller and any successor or successors of its manufacturing property and business shall not as to any of the Equipment be relieved from its warranty covering material and workmanship set forth herein or in the applicable Specifications therefor.

17. Warranty. Seller warrants to Buyer or if Buyer shall not be the original user, then to the original user, that each one of the Units is of the kind and quality described in the Specifications and is suitable for the ordinary purposes for which it is used. Seller further warrants each Unit to be free from defects in material and workmanship which may develop under normal use and service within two (2) years from date of delivery or before it has been operated 250,000 miles whichever event shall first occur. Seller agrees to correct such defects, which examination shall disclose to Seller's satisfaction to be defective, by repair or replacement F.O.B. factory and such correction shall constitute fulfillment of Seller's obligation with respect to such defect under this warranty.

Seller warrants specialties not of its own specifications or design to the same extent that the suppliers of such specialties warrant such items to Seller.

There are no warranties, expressed or implied, made by Seller except the warranties set out above.

18. Reports and Inspection. Buyer agrees to furnish to Seller, once in every year as long as this Agreement shall be in force, with an accurate inventory of the Equipment in actual service, and the road numbers and the description of such Equipment as may have been destroyed, and of all Equipment then undergoing, or then withdrawn from service for, general repairs.

Seller shall have the right, but shall be under no obligation, to inspect the Equipment at any reasonable time or times during the continuance of this Agreement, and Buyer covenants in that event to furnish all reasonable facilities for making such inspection.

19. Hold Harmless. Except as provided in Section 20 hereof, Buyer shall after delivery and acceptance of the Equipment save, indemnify and keep harmless Seller from and against all losses, damages, injuries, claims and demands whatsoever arising out of or on account of the operation or use of the Equipment. This covenant of indemnity shall continue in full force and effect notwithstanding the full payment of the Purchase Price and the transfer of title to the Equipment as provided in Section 18 hereof; provided, however, that Buyer shall not, as to any of the Equipment, indemnify Seller against any claims of third parties arising as a result of defects in material and workmanship with respect to the Equipment furnished by Seller hereunder.

20. Patents. Seller shall defend any suit or proceeding brought against Buyer to the extent such suit or proceeding is based on a claim that the Equipment of Seller's specification, or any part hereof, furnished under this Agreement constitutes an infringement of any patent, if notified promptly in writing and given authority, information and assistance (at Seller's expense) for the defense of same, and Seller shall pay all damages and costs awarded therein against Buyer.

In case said Equipment, or any part thereof, is in such suit held to constitute infringement and the use of said Equipment or part is enjoined, Seller shall at its option and at its own expense, either procure for Buyer the right to continue using said Equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing, or remove the entire Equipment and refund the Purchase Price and the transportation and installation costs thereof.

Seller will not assume liability for patent infringement by reason of purchase, manufacture, sale, or use of devices not

included in and covered by its specification.

The foregoing states the entire liability of Seller for patent infringement by said Equipment or any part thereof.

21. Possession and Use of the Equipment by Buyer.

So long as Buyer shall not be in default under this Agreement, Buyer shall be entitled to such possession of the Equipment as is incident to the use thereof upon its railroad lines from and after delivery of possession of the Equipment by Seller to Buyer hereunder, but only upon and subject to all terms and conditions in this Agreement. Buyer agrees that after the Equipment has been accepted it will at all times during the continuance of this Agreement keep the Equipment in the State of Louisiana; provided, however, that Buyer may, but only with the written consent of Seller, remove the Equipment to another state upon giving Seller five (5) days' notice in writing stating where the Equipment is to be transferred and the route to be followed in the transfer and upon registering and recording this Agreement at Buyer's expense, in, and upon full compliance with, all laws of such other state or states through which the Equipment may pass or to which it may be removed to the extent necessary for the protection of Seller's title to the Equipment and its rights under this Agreement.

22. Assignment by Seller. All or any of the rights of Seller under this Agreement, including title to the Equipment and the right to receive the payments herein provided to be made by Buyer, may be assigned by Seller, by Assignment in substantially the form attached hereto, and reassigned by any assignee at any time and from time to time; provided, however, that no such assignment shall subject any assignee to, or relieve General Motors Corporation (Electro-Motive Division) or the successor or successors to its manufacturing property and business from, any of the obligations of General Motors Corporation (Electro-Motive Division) as to the construction, delivery, guaranty, warranty, or indemnity, or any other duty, obligation or liability hereunder, except the duty to execute necessary and proper instruments of transfer as

and when the Buyer shall be notified in writing pursuant to the provisions of paragraph 12 hereof.

Upon any such assignment, either Seller or the assignee shall give prompt written notice to the Buyer, together with a counterpart or copy of such assignment, stating the identity and post office address of the assignee, and Buyer shall be protected in any payments made hereunder to Seller prior to receipt by Buyer of such notice of assignment and shall further be protected in any payments made hereunder to the assignee named in the notice of assignment following receipt of said notice by Buyer.

In the event that this Agreement is assigned or re-assigned as hereinbefore provided, the rights of such assignee or reassignee to the entire unpaid Purchase Price, or such part thereof as may be assigned, together with interest thereon, as well as any other rights hereunder which may be so assigned, shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever arising out of any breach of any obligation of Seller or the successors to its manufacturing property and business in respect of the Equipment or the manufacture, delivery or warranty thereof, or in respect of any indemnity herein contained or referred to, nor subject to any defense, set-off, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to Buyer by Seller or the successors to its manufacturing property and business. Any and all such obligations, howsoever arising, shall be and remain enforceable by Buyer against and only against Seller and the successors to its manufacturing property and business, and shall not be enforceable against any party or parties in whom title to the Equipment or any of it, or any right of Seller hereunder, shall vest by reason of any assignment or reassignment.

In the event of any such assignment or reassignment Buyer shall change the markings to be placed on both sides of the Equipment so as to indicate the new ownership; such markings to bear such words or legends as shall be specified by the new owner. If any such assignment is made before the delivery of the

Equipment to Buyer, Seller shall bear the cost of placing such markings indicating ownership by the first assignee. The cost of placing markings in connection with any subsequent assignment shall be borne by the new owner.

The term "Seller", whenever used in this Agreement means, before any assignment of all or any rights of the Seller hereunder as hereinbefore provided in this Section 22, General Motors Corporation (Electro-Motive Division) and after any such assignment, means the assignee or assignees for the time being of all of the rights of Seller hereunder.

23. Successors to and Assignments by Buyer. Buyer covenants and agrees that it will not sell, assign, transfer or otherwise dispose of its rights under this Agreement or, except as hereinbefore provided, transfer possession of any of the Equipment, to any other firm, persons or corporation without first obtaining the written consent of Owner to such sale, assignment or transfer. Buyer further covenants and agrees that it will not pledge, hypothecate or in any way encumber, or permit the encumbrance of, any part or all of the Equipment.

The term "Buyer" whenever used in this Agreement means, before any assignment of the rights of the Buyer hereunder as hereinbefore provided in this Section 23, City of New Orleans acting by and through the Public Belt Railroad Commission for the City of New Orleans, its successors and assigns, and after any such assignment shall include said City of New Orleans acting by and through the Public Belt Railroad Commission for the City of New Orleans, and any assignee thereof, except only insofar as Seller may specifically, in writing, relieve Buyer or any such assignee from the obligations hereof.

24. Defaults and Acceleration. In the event that any one or more of the following events of default shall occur to-wit:

- (a) If Buyer shall fail to pay in full any installment of principal or of interest as provided in Section 10 hereof for more than thirty (30) days after the same shall have become due and payable; or

- (b) If Buyer shall fail or refuse to comply with any other covenant, agreement, term or provision of this Agreement on its part to be kept and performed for more than sixty (60) days after Seller shall have demanded in writing performance of same; or
- (c) If a proceeding in reorganization, bankruptcy or insolvency be instituted by or against Buyer or its property and if any trustee or receiver appointed therein fails to adopt and become bound by the terms, provisions and conditions of this Agreement within ninety (90) days after such appointment;

then at any time after the occurrence of such an event of default, Seller may, upon written notice to Buyer, and upon compliance with any legal requirements then in force and applicable to such action, declare immediately due and payable, without further demand, the entire Purchase Price of the Equipment, whether the same shall then have fallen due or not, together with unpaid interest to date of such declaration, and thereafter that portion of the Purchase Price remaining unpaid shall bear interest at the rate of six percent (6%) per annum.

Seller may at its election waive any such event of default and its consequences and rescind and annul any such declaration or termination by written notice to Buyer to that effect; provided, however, that if Seller shall so do before any sale of the Equipment under the authority of Section 25 hereof, Buyer shall pay all costs and expenses of Seller incident to any such default and to the enforcement by Seller of the provisions hereof, and all sums which shall then have become due and payable by Buyer hereunder (other than such as shall have become due only because of a declaration under this Section 24) and shall remedy all other existing defaults or make provision therefor satisfactory to Seller. Thereupon, in any such case the respective rights of the parties shall be restored as if no such default had occurred and as if no such declaration or termination had been made; but no such waiver, rescission or annulment shall limit or affect Seller's right to

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resort any other default, or impair its rights or remedies contained
therein.

25. Rejection. If Buyer shall make default as provided
in Section 24, then at any time after such notice of declaration
of default and during the continuance of such default Seller may,
without further notice or demand except to the extent necessary
in order to comply with any legal requirements, take or cause
to be taken by its agent or agents immediate possession of the
Equipment or any of it, and/or any replacements and improve-
ments, and all present and future attachments and accessories
thereof, without liability to return to Buyer any sums thereto-
fore paid and free from all claims whatsoever, except as here-
inafter in this Section 25 expressly provided, and may remove
the same from the use and possession of Buyer and for such purpose
may enter upon Buyer's premises where the Equipment may be located
and may use and employ in connection with such removal any
supplies, services, and aids and any available trackage and other
facilities or means of Buyer, with or without process of law; and
Buyer shall deliver the Equipment with all replacements, improve-
ments, equipment, attachments, and accessories thereof, at its
own cost at such place or places on its railroad as Seller may
reasonably designate and for such purpose move or draw the
Equipment in the usual manner and at the customary speed of
trains, and in case of such retaking or delivery Seller shall
have the right to store the same upon the premises of Buyer without
charge until Seller shall desire to remove the same therefrom.
And it is hereby expressly agreed by Buyer that performance of
this Agreement to deliver the Equipment as hereinbefore provided
is of the essence of the Agreement between the parties and
that, upon application to any court of equity having jurisdiction
in the premises, Seller shall be entitled to a decree against
Buyer requiring specific performance hereof.

If Buyer shall make default as hereinbefore provided,
then at any time thereafter during the continuance of such default,
and after declaring the entire Purchase Price immediately due and
payable as hereinbefore provided, Seller (after retaking possession

at its election may, at its election, in this Section 25 provided) at its election retain the Equipment in its own and make such disposition thereof as Seller shall deem fit, and in such event, all Buyer's rights in the Equipment shall terminate upon termination and all payments made by Buyer may be retained by Seller as compensation for the use of the Equipment by Buyer; or Seller, with or without retaking possession thereof may, at its election, sell the Equipment, or any of it, and any such replacements, improvements, equipment, attachments, and accessories, free from any and all claims of Buyer or of any other party claiming by, through or under it at law or in equity, at public or private sale and with or without advertisement as Seller may determine, all subject to and in compliance with any legal requirements then in force and applicable to such sale; and the proceeds of such sale, less the expenses incurred by Seller in taking possession of, removing, storing, and selling the Equipment shall be credited on the amount due to Seller under the provisions of this Agreement.

Written notice of Seller's election to retain the property for its own use may be given to Buyer by telegram or registered mail, at any time during a period of thirty (30) days after declaring the entire Purchase Price immediately due and payable as hereinbefore provided; and if no such notice is given, Seller shall be deemed to have elected to sell the Equipment in accordance with the provisions of this Section 25.

To the extent permitted by any legal requirements applicable thereto, any sale hereunder may be held or conducted at New Orleans, Louisiana, at such time or times as Seller may fix (unless Seller shall specify a different place or places in which case the sale shall be held at such place or places at such time or times as Seller may specify), in one lot and as an entirety, or in separate lots, and without the necessity of gathering at the place of sale the property to be sold and in general in such manner as Seller may determine in compliance with any such legal requirements, provided that Buyer shall be

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given with a right of resale as provided in any such applicable law or regulations, but in any event no less than ten (10) days after notice, by telephon or registered mail addressed to Buyer. If such sale shall be a public sale permitted by such legal requirements, it shall be subject to the right of Buyer to purchase or provide a purchaser within ten (10) days after notice of the proposed sale price, at the same or better price as offered by the intending purchaser. To the extent not prohibited by any legal requirements then in force and applicable to such sale, Seller may itself bid for and become the purchaser of the Equipment, or any of it, so offered for sale without accountability to Buyer (except to the extent of surplus money received as hereinafter provided in the last paragraph of this Section 25) and in payment of such purchase price Seller shall be entitled to the extent aforesaid to have credited on account thereof all sums due to Seller by Buyer hereunder.

Each and every power or remedy hereby specifically given to Seller shall be in addition to every other power or remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time and simultaneously and as often and in such order as may be deemed expedient by Seller. All such powers and remedies shall be cumulative and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of Seller in the exercise of any such power or remedy, and no renewal or extension of any payments due hereunder shall impair any such power or remedy, or shall be construed to be a waiver of any default or any acquiescence.

If, after applying all sums of money realized by Seller under the remedies herein provided, there shall remain any amount due to it under the provisions of this Agreement Buyer shall, and it hereby undertakes and promises to pay the amount of such deficiency to Seller upon demand, and if Buyer fails to pay such deficiency Seller may bring suit therefor and shall be entitled

to recover a judgment therefor against Buyer. If, after enforcing an order or all sums payable by Seller, there shall remain a surplus in the possession of Seller, such surplus shall be paid to Buyer.

Buyer shall pay all reasonable attorney's fees incurred by Seller in enforcing its remedies under the terms of this Agreement, and in the event that Seller brings any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit Seller may recover reasonable attorney's fees, and the amount thereof shall be included in such judgment.

26. Applicable State Law. Any provision of this Agreement prohibited by any applicable law of any state, or which by any applicable law of any state would convert this Agreement into any instrument other than an Agreement of Conditional Sale, shall as to such state be ineffective, without modifying the remaining provisions of this Agreement. Where, however, the conflicting provisions of any applicable state law may be waived, they are hereby waived by Buyer to the full extent permitted by law, to the end that this Agreement shall be deemed to be a conditional sale and enforced as such.

27. Extension Not a Waiver. Any extension of time granted by Seller to Buyer for the payment of any sum due under this Agreement, whether that extension be for an intermediate payment or for final payment, shall not be deemed a waiver of the title of Seller reserved hereunder nor any of its rights and remedies hereunder or otherwise existing.

28. Recordation. The Buyer shall cause this Agreement to be filed, registered and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, and in the Parishes of Jefferson, East Baton Rouge and Orleans and such other places in the State of Louisiana and in other States as may be required, and wherever else required for the proper protection, to the satisfaction of counsel for the Seller, of the Seller's title to the Equipment and any replacement or replacements, and its rights under this Agreement; and

the Buyer shall cause title to the Goods to be taken up other than, and will execute, acknowledge, deliver, file, register, and record any and all further instruments, required by law or reasonably requested by the Seller for the purpose of such protection of its title and rights, or for the purpose of carrying out the intention of this Agreement.

29. Payment of Expenses. Buyer shall pay all costs, charges and expenses, except the counsel fees of Seller, incident to the preparation, execution, acknowledgment, filing, registering, and recording of this Agreement and of the first assignment or assignments by Seller of title to the Equipment, and of any instrument supplemental hereto or amendatory hereof and of any declaration of the payment in full of the purchase money due hereunder.

30. Section Headings. All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

31. Modification of Agreement. This Agreement of Conditional Sale, together with the Specifications hereinabove referred to, constitute the entire agreement between Buyer and Seller with respect to the sale of the Equipment herein referred to. No variation or modification of this Agreement, and no waiver of any of its provisions or conditions, shall be valid unless in writing and signed by the duly authorized officers of Seller and Buyer.

32. Notices. Any notice hereunder to the party designated below shall be deemed to be properly served if delivered or mailed to it at the following specified addresses:

(a) To Buyer at Suite 1224-47 International Trade Mart Building, No. 2 Canal Street, New Orleans, Louisiana 70150,

(b) To Seller at La Grange, Illinois 60525,

(c) To any assignee of Seller or of Buyer, at such address as may have been furnished in writing by such party to the other parties to this Agreement.

33. Applicable Law. The provisions of this Agreement and all rights and obligations hereunder shall be governed by the laws

of the State of Louisiana.

IT IS HEREBY CERTIFIED, that the parties have entered this Agreement to be executed in counterparts by duly elected and authorized representatives pursuant to lawful resolutions, all as of the day, month and year first above written.

WITNESSES:

GENERAL MOTORS CORPORATION
(ELECTRO-MOTIVE DIVISION)

Zula C. Clain

H. A. [unclear]

[Signature]

Charles W. [unclear]

By: [Signature] (18)
VICE PRESIDENT

CITY OF NEW ORLEANS, ACTING BY AND THROUGH THE PUBLIC BELT RAILROAD COMMISSION FOR THE CITY OF NEW ORLEANS

By: [Signature]
WILLIAM J. CHILDRRESS
PRESIDENT PRO. TEM

STATE OF MISSISSIPPI }
COUNTY OF COOK }

On this 22 day of July, 1971, before me
appeared B. B. BROWNELL, to me personally known,
who, being by me duly sworn, did say that he is VICE PRESIDENT
of General Motors Corporation, (Electro-Motive Division),
and that the seal affixed to the foregoing instrument is the
corporate seal of said corporation and that said instrument was signed
and sealed on behalf of said corporation by authority of its Board
of Directors, and said B. B. BROWNELL acknowledged said
instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

My Commission Expires OCTOBER 28, 1971

STATE OF LOUISIANA }
PARISH OF ORLEANS } SS.

On this 27th day of July, 1971, before me
appeared WILLIAM J. CHILDRESS, to me personally known, who,
being by me duly sworn, did say that he is the PRESIDENT
PRO. TEM of the Public Belt Railroad Commission for the City of
New Orleans and that said instrument was signed and sealed in behalf
of said Commission by authority of the Commission and said WILLIAM
J. CHILDRESS acknowledges said instrument to be the free act and
deed of said Commission.

[Signature]
Notary Public

My commission expires at death.

CORINNE LEE WINNER
Embossed hereon is my Orleans Parish,
State of Louisiana Public Seal
My Commission is renewed for life.