

NORFOLK SOUTHERN
SALES ORDER TERMS AND CONDITIONS

Rev. December 2017

1. DEFINITIONS. "Sales Order" or "Order" includes both sides of both this Sales Order Terms and Conditions and the enclosed sales order. "Purchaser" means the party so named on the face of the enclosed sales order. "Seller" means the corporate subsidiary or affiliate of Norfolk Southern Corporation shown on the face of the enclosed sales order and may include, without limitation, a subsidiary or affiliate of any corporation owned directly or indirectly, wholly or partially by Norfolk Southern Corporation. If no subsidiary or affiliate is named on the face hereof, "Seller" shall mean Norfolk Southern Corporation ("Norfolk Southern") acting either for itself or as agent as described in Section 22. "Contract" means the legal relationship created by this Order and Buyer's related words and acts.

2. MATERIALS. Purchaser has bid and been awarded salvage rights to the items, pieces of equipment or lots set forth on the attached sales order (the "Materials"). This award of the Materials is contingent upon Purchaser's compliance with the terms and conditions of this Contract.

3. SALE. Seller in consideration of the sum or price per ton set forth on the attached sales order (the "Purchase Price"), does hereby agree to sell, grant and convey to Purchaser all right, title and interest in the Materials.

4. LIMITED WARRANTY; DISCLAIMER. The Materials are sold free and clear from any mortgage, claims or encumbrances whatsoever. THE MATERIALS ARE SOLD "AS IS", "WHERE IS" WITHOUT ANY WARRANTY OF ANY KIND WHETHER EXPRESSED OR IMPLIED EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN. THE MATERIALS MAY CONTAIN LEAD PAINT, ASBESTOS, PCBs AND/OR OTHER HAZARDOUS MATERIALS. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE. SELLER DOES NOT WARRANT THAT THE DESCRIPTION OF THE MATERIALS IS ACCURATE OR WITHOUT ERROR, INCLUDING, BUT NOT LIMITED TO, QUANTITIES AND CONTENTS OF THE MATERIALS. PURCHASER EXPRESSLY WAIVES ANY CLAIM IT MIGHT OTHERWISE HAVE AGAINST SELLER, ITS PARENTS, SUBSIDIARIES OR AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (THE "SELLER PARTIES"), FOR PATENT OR LATENT DEFECTS TO THE MATERIALS, INCLUDING WITHOUT LIMITATION, CLAIMS FOR EXISTING CONTAMINATION ARISING FROM THE PRESENCE OF REGULATED SUBSTANCES (INCLUDING WITHOUT LIMITATION LEAD PAINT, ASBESTOS OR PCBs) ON, AT OR UNDER THE MATERIALS UNDER ANY APPLICABLE FEDERAL, STATE OR LOCAL LAWS, STATUTES, ORDINANCES, CODES, RULES AND REGULATIONS. Seller warrants that it has the right to sell the Materials to Purchaser.

5. TAXES. Any taxes or fees which may be incurred by Purchaser as a result of this purchase and sale are the responsibility of Purchaser and not the responsibility of Seller.

6. PAYMENT; FAILURE TO MAKE TIMELY PAYMENT. Except as otherwise agreed to by Seller, (i) if the Materials are comprised of scrap metal to be delivered by Seller as provided herein, Purchaser must deliver a portion of the Purchase Price equal to the value of not less than thirty (30) gross tons of scrap metal (the "Initial Payment") within ten (10) days of receiving notice from Seller that it has been awarded salvage rights to the Materials and (ii) for all other Materials, Purchaser must deliver the Purchase Price within ten (10) days of receiving notice from Seller that it has been awarded salvage rights to the Materials. All payments must be in the form of a personal check, cashiers' check, or wire transfer payable to "Norfolk Southern Railway Company". The Purchase Price (together with any Storage Fee (as defined below), to the extent applicable) must be received before taking possession of any of the Materials. Checks shall be sent to:

Norfolk Southern
Sourcing – Asset Disposition
3 Commercial Place, Box 244
Norfolk Virginia 23510.

In the event Purchaser fails to make the Initial Payment or pay the Purchase Price within the ten (10)-day period prescribed herein, Seller reserves the right to re-offer the Materials for sale to other prospective purchasers.

7. EXISTING MARKS. Except as otherwise agreed to by Seller, Purchaser must remove any distinguishing marks indicating identity of the original buyer of the Materials, such as labeling, tagging, etc. In the event Seller agrees in writing to permit its markings and/or logos (the "Marks") to continue to be affixed to the Materials, such permission shall be deemed to grant to Purchaser a revocable, non-transferable, perpetual, royalty-free license to use the Marks solely in connection with its display of the Equipment. Except as otherwise provided in the preceding sentence, nothing in this Agreement shall be construed to grant Recipient any rights or license to the Marks or to any other intellectual

property of NSR. In the event the Materials consist of freight cars, locomotives or other equipment, Purchaser shall be responsible for marking each unit with the Purchaser's initial and car number (per FRA regulations), tagging the unit with corresponding AEI tags and registering it/them in UMLER.

8. TAKING POSSESSION OF MATERIALS; STORAGE. Except as otherwise provided on the face of the sales order, it shall be Purchaser's responsibility to remove the Materials from Seller's property. Prior to entering upon the property of Seller, Purchaser may be required to enter into Seller's then current standard right of entry agreement. Except as otherwise provided on the face of the sales order, all Materials that are not removed from Seller's property within thirty (30) days of the date set forth on the sales order shall be subject to a sixty dollar (\$60) per day storage fee (the "Storage Fee"). All Materials must be removed from Seller's property within sixty (60) days from the date set forth on the sales order (the "Removal Date"). The sale of any Materials not removed prior to the Removal Date shall, at the option of Seller in its sole discretion, be canceled without notice to Purchaser and may be resold or destroyed by Seller. There shall be no refund of the Purchase Price by Seller in the event Purchaser fails for any reason to remove the Materials prior to the Removal Date.

9. COSTS OF TAKING POSSESSION; DELIVERY OF SCRAP. Except as otherwise expressly agreed to by Seller, loading of the Materials for transportation and the cost of transportation of the Materials from the property of Seller are solely the responsibility of Purchaser. Purchaser loads and transports the Materials solely at its own risk. In the event the Materials are comprised of scrap metal and Seller has agreed to transport them on Purchaser's behalf, Seller will transport the Materials on its lines free of charge. Purchaser shall be responsible for unloading of the Materials and any other applicable delivery charges, including charges billed directly to Purchaser by handling lines or charges billed by Seller for charges paid to handling lines. Immediately upon receipt of cars containing scrap metal, Purchaser must fax a list of all cars delivered and/or all weight tickets to fax number 757-668-1388 and reference railcar number(s) and sales order. Failure to report car deliveries may result in monetary penalties. Upon receipt of scrap metal delivered by Seller, Purchaser shall promptly remit to Seller the difference between the Initial Payment and the value of the gross tons of scrap metal received at destination (the "Final Payment") as determined using the weight tickets submitted by Purchaser to Seller. In the event of any conflict between such weight tickets and any weight calculations determined by Seller while in transit, the weight determinations of Seller shall control for purposes of calculating the Final Payment. In the event Purchaser believes that the value of the gross tons of scrap metal received at destination is less than the Initial Payment, Purchaser's sole remedy shall be to reject delivery of the scrap and receive a refund of the Initial Payment from Seller. All cars used to deliver Materials as provided herein must be unloaded and returned to Seller in clean condition within forty-eight (48) hours.

10. SALES FINAL. All sales are final and may not be rescinded or otherwise cancelled by Purchaser.

11. TITLE AND RISK OF LOSS; LIMITATION OF LIABILITY. In the event that the Materials are destroyed, lost or stolen while in the possession of Seller, the sole and exclusive remedy of Purchaser with regard to said loss or destruction shall be the return of the Deposit and, if previously paid by Purchaser, the balance of the Purchase Price. Purchaser shall take title and assume all risk of loss (including risk of loss in transit) upon either (i) taking possession of the Materials or (ii) the loading of the Materials onto Seller's cars for delivery to Purchaser in the case of scrap metal Seller has agreed to transport to Purchaser. For purchases of locomotives, it is expressly agreed that (i) Purchaser shall have sole responsibility for operation of such locomotives off of Seller's lines and shall indemnify and hold harmless Seller from and against any and all liability, losses, fines, penalties, damages, judgments, costs and expenses (including without limitation litigation costs and reasonable attorney fees) from any claims, suits, allegations or demands arising therefrom and (ii) if such locomotive(s) is delivered with fuel, Purchaser shall reimburse Seller for the fair market value of any fuel stored in the locomotive(s) at the time of delivery. Regardless of the nature of the cause of action, whether in tort, contract or otherwise, the total liability of Seller to Purchaser shall not exceed the Purchase Price of the Materials. Regardless of the nature of the cause of action, whether in tort, contract or otherwise, neither party shall be responsible to the other party hereunder for consequential, special, indirect or other such damages (including, but not limited to, lost profits, cost of capital or business interruption expenses) regardless of whether the party against whom the damages are claimed knew or reasonably should have known of the possibility of such damages.

12. HAZARDOUS MATERIALS. Purchaser acknowledges and agrees that Purchaser is responsible for and agrees to it abide by all federal, and state or local laws, statutes, ordinances, codes, rules and regulations in handling, removing and disposing of all any lead based paint or other environmental conditions associated with demolition and/or removal of the Materials, including hiring of certified or authorized personnel to conduct the activities and use of appropriate

personal protective equipment and worker protections during such activities. Purchaser acknowledges that the Materials may contain lead paint, asbestos, PCBs and/or other hazardous materials. Except as otherwise expressly provided herein, all expenses associated with the demolition and/or removal of the Materials, including without limitation any costs or expenses related to handling, removing or disposing of such hazardous materials lead paint, asbestos, or PCBs, if any, shall be borne by Purchaser. Purchaser shall release, protect, defend, indemnify and save harmless the Seller Parties from and against any Loss arising from or in connection with the alleged violation of any federal, state, municipal and local laws, statutes, ordinances, rules or regulations or orders of any agency or court or any constituted authority (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Purchaser or its officers, agents, employees or subcontractors related in any way to this Agreement (including, without limitation, the transportation, handling, management, storage, recycling or disposal of solid waste as a result of Purchaser's performance hereunder) or from any other act or omission of Purchaser, its officers, agents, employees or subcontractors contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Seller without actual knowledge that it might violate any such law, statute, code, ordinance or regulation.

13. GOVERNING LAW. This Contract shall be governed by the internal laws of the Commonwealth of Virginia, without regard to otherwise applicable principles of conflict of laws.

14. AMENDMENT; ASSIGNMENT. No term or condition of this Order, including all information shown on the face hereof, may be changed except by a written document executed by an authorized representative of Seller. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests or obligations hereunder may be assigned by any of the parties hereto without the prior written consent of the other parties hereto.

15. SEVERABILITY. If any provision of these terms and conditions should become or be found to be invalid or unenforceable, the remaining provisions and parts hereof shall continue to be fully effective and enforceable.

16. COMPONENTS. This Sales Order is composed of two (2) parts as follows: (1) sales order sheet and (2) Norfolk Southern Sales Order Terms and Conditions. No additional documents are a part of this Sales Order unless the document expressly states that it is intended to be part of this Sales Order and has been executed by both Purchaser and Seller.

17. NORFOLK SOUTHERN AS AGENT. If Norfolk Southern advises Purchaser at any time that it has issued this Order as agent for one of its corporate subsidiaries or affiliates identified to Purchaser at the time of that advice (called "Principal"), Norfolk Southern shall have no individual corporate liability hereunder, and Principal shall be the sole party required to perform or entitled to performance hereunder. Notwithstanding such notice of Norfolk Southern's status as agent, Norfolk Southern shall have full authority with regard to this Order, including, without limitation, authority to demand and/of enforce any of Principal's rights hereunder and to perform, as agent, any act required or expected of Principal under or in connection with this Order.

18. COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

19. BINDING AGREEMENT. The delivery of the Initial Payment, if applicable, and the Purchase Price shall constitute Purchaser's acceptance of the terms of this Contract.