BOARD OF DIRECTORS
SPECIAL Board Meeting

Monday, July 20, 2026
Commencing at 11:15 a.m. in person at
327 West Ship Creek Avenue, Anchorage, Alaska 99501
&

Join Virtual Zoom Meeting Room

https://us02web.zoom.us/j/87161162544?pwd=kOIsJfLbcpq80HKN6UgRveNoeg6Kj6.1
Meeting ID: 871 6116 2544 **Passcode:** 054512

Meeting chat link
https://us02web.zoom.us/launch/jc/87161162544

Meeting ID: 871 6116 2544
Passcode: 054512

One tap mobile
+12532050468,,87161162544# US
+12532158782,,87161162544# US (Tacoma)

Join by SIP
• 87161162544@zoomcrc.com
Passcode: 054512

Join instructions
https://us02web.zoom.us/meetings/87161162544/invitations?signature=4PZtKkW_eix9Hwrt8zzjVnwo07H7cif58rgTaAcq_Ts

ALASKA RAILROAD CORPORATION
BOARD OF DIRECTORS

SPECIAL BOARD MEETING AGENDA
Monday, July 20, 2026 ~ 11:15 am

Join Zoom Meeting
https://us02web.zoom.us/j/87161162544?pwd=kOIsJfLbcpq80HKN6UgRveNoeg6Kj6.1
Meeting ID: 871 6116 2544 Passcode: 054512
Dial In/Mobile: (253) 205-0468

I. CALL TO ORDER

This special meeting has been called for the purpose of Board review and approval of Resolution No. 2026-13 – Relating to Approval of Amendment 2 to New Seward Passenger Dock and Terminal Purchase and Sale Agreement.

II. ESTABLISHMENT OF QUORUM

III. ADOPTION OF AGENDA

IV. CONFLICT OF INTEREST DISCLOSURES

V. OPPORTUNITY FOR PUBLIC COMMENT (For Agenda Items Only)

VI. NEW BUSINESS (a portion may be held in Executive Session to discuss confidential and privileged information related to the following action item)

A. Action Item

1. Resolution No. 2026-13 – Relating to Approval of Amendment 2 to New Seward Passenger Dock and Terminal Purchase and Sale Agreement

VII. OPPORTUNITY FOR PUBLIC COMMENT (For Agenda Items Only)

VIII. DIRECTORS/CEO/STAFF COMMENTS

IX. ADJOURNMENT

Res. No. 2026-13_Seward Passenger Dock Purchase Agreement Amendment_FINAL_07-16-2026

Adopted:

Resolution No. 2026-13

Relating to Approval of Amendment 2 to New Seward Passenger Dock and Terminal Purchase and Sale Agreement

WHEREAS, the Alaska Railroad Corporation ("ARRC") is a public corporation and instrumentality of the State of Alaska, organized and established pursuant to the Alaska Railroad Corporation Act, AS 42.40, whose mission includes providing transportation for passengers and freight, operating critical industrial port facilities in Alaska, and promoting the long-term economic growth of the State; and

WHEREAS, ARRC owned and operated a passenger dock in Seward, Alaska and an associated intermodal terminal facility (collectively, the "Prior Facilities"), both constructed in 1966, which together served cruise ships and other passenger and freight vessels as part of an ARRC owned and operated multi-dock port facility; and

WHEREAS, the Prior Facilities were nearing the end of their useful lives and the cost of maintaining them in a usable state had become prohibitive, necessitating their replacement in order to continue to serve cruise ships and other vessels, as well as passengers and crew, in a safe manner; and

WHEREAS, on August 1, 2024, the ARRC's Board of Directors approved Resolution No. 2024-19, which authorized for ARRC to enter into certain agreements and to take necessary and appropriate steps to accomplish the construction, purchase and financing of a new Seward Passenger Dock and Terminal ("New Facilities"); and

WHEREAS, one of the agreements authorized by Resolution No. 2024-19 is a Purchase and Sale, Leasing and Lease Termination Agreement (the "PSA") between ARRC and Seward Company, LLC ("Seward Company") under which ARRC would purchase the New Facilities from Seward Company for a guaranteed price of $137,000,000 dollars after the latter constructed them; and

WHEREAS, the PSA obligated ARRC to pay to Seward Company a deposit of $20,000,000 toward the guaranteed purchase price for the New Facilities ("Purchase Price Deposit") at the time the PSA was executed, which funds would be available to Seward Company for construction expenses and which would be credited in full against the guaranteed purchase price at the closing of the transaction; and

WHEREAS, on August 1, 2024, ARRC's Board of Directors also approved Resolution No. 2024-20, which approved AFE No. 11293 authorizing the expenditure of $20,000,000 in ARRC internal funds to fund the Purchase Price Deposit; and

WHEREAS, on August 15, 2024, in addition to executing the PSA and other transaction documents, ARRC paid to Seward Company the $20,000,000 Purchase Price Deposit; and

WHEREAS, on July 11, 2025, ARRC's Board of Directors approved Resolution No. 2025-21, approving (i) the issuance and sale of bonds to finance the purchase by ARRC of the New Facilities subject to the above requirements and conditions ("Bonds"), and (ii) the execution by ARRC of several additional transaction documents including Amendment 1 to the PSA, which related to matters associated with Seward Company's funding of the construction of the New Facilities; and

WHEREAS, also on July 11, 2025, ARRC's Board of Directors approved Resolution No. 2025-22, which approved AFE No. 11293 S-1 authorizing payment of the remaining $117,000,000 balance of the guaranteed purchase price once the New Facilities were substantially completed in compliance with Section 1.7 of the PSA, and the occurrence of all other conditions and actions necessary to the closing of the purchase and sale of the New Facilities; and

WHEREAS, demolition of the Prior Facilities and subsequent construction of the New Facilities began after the conclusion of ARRC's 2025 cruise season and proceeded through the winter of 2025-2026, with the New Facilities scheduled to be substantially completed, as defined in the PSA, by May 15, 2026, at the beginning of ARRC's 2026 cruise ship docking season; and

WHEREAS, in early May 2026, Seward Company determined that the New Facilities would not be substantially complete by May 15, 2026, and instead constructed a temporary trestle in place of the designed permanent fixed pile support of the passenger walkways, with that temporary design to serve cruise ships during ARRC's 2026 cruise season, and then to replace the temporary trestles with the permanent design after the 2026 cruise season; and

WHEREAS, Seward Company proposed that the parties agree to proceed to closing on the PSA by the end of July 2026, as contemplated in its financing agreement and based on the opportunity for ARRC to complete its 2026 cruise season; and

WHEREAS, ARRC was willing to agree to Seward Company's proposal described above upon certain conditions, including that the Trustee of the Bonds would hold back a portion of the purchase price at Closing that would be adequate to provide funds to finish construction of the New Facilities even if ARRC had to conduct such construction itself, with the held back funds to be paid to Seward Company to the extent it completed construction of the New Facilities by December 31, 2026; and

WHEREAS, Seward Company began construction on the temporary trestles while discussions between the parties were ongoing on the proposal described above; and

WHEREAS, delays in the construction of the temporary trestles caused several cruise ships scheduled to dock at the New Facilities in May 2026 to be unable to Dock in Seward as ARRC was considering the proposed arrangement; and

WHEREAS, beginning on May 28, 2026, cruise ships were able to begin successfully docking at the New Facilities; and

WHEREAS, ARRC believes the above-described proposed approach to completing the construction and purchase of the New Facilities, with Closing to occur on or about July 23, 2026, and with adequate funds to be held back to allow ARRC to finish construction should Seward Company fail to do so, is in the Corporation’s best interest because it simultaneously allows ARRC to conduct the remainder of its 2026 cruise season, while protecting its interest in the New Facilities being completed without funds in excess of the contracted purchase price; and

WHEREAS, implementing the modified approach to completing construction of the New Facilities described above requires an amendment to the PSA in the form set forth in Exhibit A to this resolution, comprising proposed Amendment 2 to the PSA.

NOW THEREFORE, BE IT RESOLVED that the ARRC Board of Directors hereby finds that the above-described approach to completing the purchase transaction for the New Facilities is in the best interest of the Corporation and hereby approves the execution by ARRC of Amendment 2 to the PSA in the form set forth in Exhibit A hereto. The Board of Directors further hereby authorizes the Corporation to take such actions as provided for in the PSA as amended by said Amendment 2 and authorizes the President and CEO, or his designee, to negotiate, finalize and execute all documents necessary to effectuate the above-described actions.

Exhibit A to Resolution No. 2026-13

Relating to Amendment of New Seward Passenger Dock and Terminal Purchase and Sale Agreement

Amendment 2 to the PSA

PSA Amendment 2_Attachment to Res No 2026-13--FINAL7.17.26

SECOND AMENDMENT TO PURCHASE AND SALE, LEASING AND LEASE TERMINATION AGREEMENT BETWEEN THE SEWARD COMPANY, LLC, AND THE ALASKA RAILROAD CORPORATION RELATING TO A NEW CRUISE PASSENGER DOCK AND TERMINAL LOCATED IN SEWARD, ALASKA

This SECOND AMENDMENT TO PURCHASE AND SALE, LEASING AND LEASE TERMINATION AGREEMENT (this "**Amendment 2**"), effective as of the date it is signed by the last signatory hereto(the "**Effective Date**"), is made and entered into by and between SEWARD COMPANY, LLC, an Alaska limited liability company ("**Seller**") and the ALASKA RAILROAD CORPORATION, a public corporation of the State of Alaska formed pursuant to Alaska Statutes 42.40 ("**Buyer**"). Seller's mailing address is 5050 Cordova Street, Suite 100, Anchorage, Alaska 99503. Buyer's mailing address is P.O. Box 107500, Anchorage, Alaska 99510-7500. When not specifically identified herein, Seller and Buyer are referred to collectively as the "Parties" and individually as a "Party".

RECITALS

A. Seller and Buyer entered into that certain Purchase and Sale, Leasing and Lease Termination Agreement dated as of August 15, 2024 (the "**Purchase Agreement**"), as amended on July 18, 2025 ("Amendment 1"), pursuant to which, among other things, the Parties agreed to proceed to close a transaction involving the purchase and sale of a new cruise ship passenger terminal and pier facilities and related infrastructure to be constructed by Seller on land owned by Buyer in the Alaska Railroad Seward Terminal Reserve after demolition of the existing passenger terminal and pier facilities (the "**Project**"). Each initially capitalized term used herein but not defined herein shall have the meaning ascribed to such term in the Purchase Agreement if it occurs therein, or, if it does not occur therein, the meaning ascribed to such term in Amendment 1.

B. Seller and Buyer agreed to accept temporary solutions prior to the final completion of the New Facilities with respect to (i) using temporary trestles (the "**Temporary Trestles**"), and (ii) allowing the installation of the permanent pile-supported fixed dock, certain final demolition activities and additional items to be finished by Seller at a later stage for purposes of achieving operational completion so that the New Facilities could operate during the 2026 cruise season. The Parties' agreement to those temporary changes allowed cruise port operations at the New Facilities to commence on May 28, 2026, and such operations have continued since that date.

C. Seller certifies that the Temporary Trestles and the deferment of the pile supported fixed dock and final demolition activities are safe for use in cruise vessel operations such as those planned for the New Facilities during the 2026 cruise season. Buyer acknowledges it performed the necessary inspections, along with RCG representatives and as contemplated in the Purchase Agreement, prior to allowing operations to commence on May 28, 2026.

D. Buyer believes that it was in the best interest of the Project and the Parties to commence operations of the New Facilities with the temporary solutions as set forth herein, as it has enabled and will continue to enable revenue to be generated from the operation of the Project during the 2026 cruise season.

E. The Parties have worked to identify items to be set forth in a Punch List attachment to be appended to the substantial completion certificate identifying those items required for Final Completion of the New Facilities which have not been completed in full at the time of execution of this Amendment 2, and further have developed reasonable itemized estimates for the cost of completing such Punch List items. By this Amendment 2, the Parties intend to clarify the procedure for managing certain Punch List items that will occur after Closing to achieve Final Completion of the New Facilities, as set forth in Section 1.7.1.2 of the Purchase Agreement. To that end, attached as Exhibit A to this Amendment 2 is the Parties' agreed Punch List of items remaining, as of the date of execution of this Amendment 2, to be completed to achieve Final Completion, along with the Parties' mutually agreed estimates of the percentage of each item completed to date. The Parties intend that the Seller, working with Turnagain Marine, shall report on the completion status of the Punch List items on a weekly basis beginning as of the execution date of this Amendment 2 and continuing until Final Completion, which shall occur on or before December 31, 2026 ("**Final Completion Deadline**"), as more specifically provided in the amendment to Section 1.7.1.2 set forth below. The date upon which completion of the Punch List items to the satisfaction of Buyer and agreement by the parties on the Final Completion Certificate have both occurred shall be referred to as the **"Final Completion Date**."

F. Seller acknowledges and agrees that the Trustee of the Bonds, at the direction of the Buyer, will hold back from the transfer of funds to pay the Purchase Price at Closing an amount equal to $17,855,862, which amount is sufficient to complete the remaining unfinished Punch List items at the time of Closing (the "**Purchase Price Balance**") as determined by Buyer and Seller and as described in Section 1.7.1.2 of the Purchase Agreement as herein amended and as set forth in Exhibit A to this Amendment 2. The Purchase Price Balance shall be retained by the Trustee of the Bonds until directed by the Buyer to pay them to the Seller no later than thirty (30) days after the Final Completion Date.

G. Seller and Buyer have agreed to amend the Purchase Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein made and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Buyer and Seller agree as follows:

1. Amendment to Section 1.4. The first sentence shall be deleted and replaced in its entirety as follows:

In conjunction with and conditioned upon the occurrence of each and every other conveyance and action described in Subsections 1.1 through 1.3 and Subsection 1.5 of this Agreement, and upon Buyer's payment to Seller of lawful money in an amount equal to the Purchase Price of One Hundred Thirty-Seven Million and no/100 Dollars ($137,000,000.00) reduced by the following amounts: (i) the previously paid Buyer's Purchase Price Deposit of Twenty Million and no/100 Dollars ($20,000,000) and (ii) the Purchase Price Balance calculated at the time of Closing as provided in Section 1.7.1.2, as amended by this Amendment 2, which Purchase Price Balance shall be held by the Trustee of the Bonds to ensure that the items on the Punch List that remain uncompleted at the time of Closing are achieved by the Final Completion Deadline, Seller shall, at Closing, convey, transfer, assign, sell and deliver to Buyer, and Buyer shall acquire, all of Seller's right, title and interest in the New Facilities [i.e., the New Terminal; a guest transportation area for buses and shuttles; the New Pier, including the New Berths; fixed, covered walkways for cruise passengers to access the New Pier; dredging of the New Berths at -37 feet MLLW; and the Transfer Span Upgrades, all as defined in Recitals D and H and Exhibits C and E to this Agreement.

To effect Closing, Seller will comply with the provisions of Section 1.4 of the Purchase Agreement, as amended by this Amendment 2.

The Parties also agree that the Seller, as a condition to Closing, shall pay the amount of $108,000 to the Buyer under Section 9.3 of the Purchase Agreement on or before the Closing Date for liquidated damages that have been accrued on or before the Closing Date.

2. Amendment to Section 1.7.1. The following shall be added to the end of this Section:

Notwithstanding the foregoing, solely for the purposes of distributing a certain amount of monies from the 2025 Purchase Account (as defined in that certain Trust Indenture dated as of August 1, 2025, by and between Buyer and the Trustee of the Bonds, which is referred to herein as the "Trust Indenture"), and for no other purposes, uses, functions or designations hereunder, under the Trust Indenture or under any other document, "Substantial Completion Date" shall initially mean the Closing Date, but after the Closing Date, "Substantial Completion Date" shall mean the date upon which the New Facilities are substantially complete, which shall be the date on which the Substantial Completion Requirements have been satisfied, as certified to by Turnagain Marine and Seller in the Substantial Completion Certificate.

The Parties acknowledge and agree that a substantial completion certificate is being issued to permit use of the Temporary Trestles at each berth for the 2026 cruise season and the Buyer's Due Diligence Period solely with respect to the non-Punch List items has been completed in order to permit such use prior to the completion of the outstanding Punch List items remaining to be completed at the time of Closing. The remaining outstanding Punch List items must fully comply with the BOD and the Construction Contract when completed. The requirements in Section 1.7.1.1 do not apply to the pile supported fixed dock for purposes of issuing the substantial completion certificate; provided, however, that any Section 1.7.1.1 and Section 7 requirements applicable to the Temporary Trestles, the pile supported fixed dock, the final demolition activities and any other outstanding Punch List items must be met by the Final Completion Deadline, which will occur after Closing, but must occur before any of the remaining purchase price is paid to Seller. For purposes of issuing the substantial completion certificate, the requirements of Section 1.7.1.1 must be satisfied with respect to all aspects of the New Facilities that have been completed at the time of Closing, including but not limited to the Temporary Trestles. The provisions of this paragraph shall survive Closing.

3. Amendment to Section 1.7.1.2. This Section shall be deleted and replaced in its entirety with the following:

Seller agrees that it has worked together with Turnagain Marine in collaboration with Buyer to develop a Punch List attachment to be appended to the substantial completion certificate identifying those Final Completion items which have not been completed in full. Exhibit A to this

Amendment 2 consists of the substantial completion certificate and Punch List reflecting the status of the listed items as of the date of execution of this Amendment 2, including the current percentage completion and estimated cost of Buyer to complete each such item as mutually agreed by the Parties as of such date. The Parties acknowledge that (i) some of the remaining Punch List items will not be completed by the Closing Date and (ii) that the cost to complete set forth in the Punch List reflects the anticipated cost of Buyer rather than Seller to complete such uncompleted items, if such becomes necessary. For example, the demolition of the Temporary Trestles, the installation of the pile-supported fixed dock to replace the Temporary Trestles, and certain final demolition activities cannot commence until the end of the 2026 cruise season, after which they will be completed on or before the Final Completion Deadline. Beginning immediately upon the execution of this Amendment 2, Seller, in conjunction with Turnagain Marine, shall report to Buyer on the current status of the Punch List items on a weekly basis. Each such report shall set forth the current percentage completion and estimated cost of completing of each such Punch List item. Seller shall continue providing said weekly reports through Closing and then continually until the earlier of the Final Completion Deadline or the date upon which the Parties mutually agree that all prior outstanding Punch List items have been completed. Each report shall set forth the percentage completion of each Punch List item and the estimated remaining cost to complete each item. Seller shall work with Turnagain Marine to provide Buyer with relevant information and access to the work site to confirm the information in the weekly reports, including but not limited to the estimated remaining cost to complete outstanding items. Utilizing said reports, the Parties will mutually determine on or before July 15, 2026, which Punch List items are not fully completed as of that date and the estimated remaining cost to complete such items. The Purchase Price Balance, in the amount of $17,855,862, which the parties hereby agree is a sufficient amount to complete all unfinished Punch List items still pending completion on July 10, 2026, shall be held back by the Trustee of the Bonds from the Purchase Price. The remaining unpaid purchase price, consisting of the Purchase Price Balance, will not be paid to Seller until the Final Completion Date consistent with Recitals E and F hereto. The obligation to pay the Purchase Price Balance shall not be a general obligation of the Buyer, but will only be payable from funds for that purpose. If Final Completion is not attained by Seller, all materials then legally owned by Seller for the purpose of completing construction shall be transferred to ARRC. The foregoing requirement shall apply whether or not such materials have already been delivered. The provisions of this paragraph shall survive Closing.

Notwithstanding anything herein to the contrary, the Buyer recognizes timing is of the essence with respect to the payment of the Purchase Price Balance to the Seller to satisfy the payment of the remaining purchase price, which will be paid to Seller no later than 30 days after the Final Completion Date.

4. **<u>Amendment to Section 1.7.1.6 (d)</u>**. Subsection (iv) shall be added as follows:

Notwithstanding the foregoing, in the event any Punch List Items are not completed to the satisfaction of Buyer on or before the Final Completion Deadline, Buyer shall have the right to procure completion of the Punch List Items itself using the Purchase Price Balance for payment for such completion. Such amount will be held by the Trustee for the Bonds and disbursed upon order of the Buyer to pay for such completion. In such event, a Final Completion Certificate will not be issued and Seller will only be entitled to the remaining amounts of the Purchase Price Balance, if any, after Buyer procures and completes the completion of the Punch List Items. Buyer shall be entitled to deduct all fees and expenses relating to procuring the performance of the Punch List Items, including consultant and attorneys' fees, from the Purchase Price Balance. In the event the amounts to procure completion of the Punch List Items exceed the amount of Purchase Price Balance, or the Punch List Items are not completed in accordance with this Second Amendment, Seller shall pay such amounts or additional amounts to Buyer within ten (10)) days of written notice to Seller by the Buyer. For the avoidance of doubt, the full amount of Purchase Price Balance will be held and retained until the Final Completion Certificate is issued, if applicable. Seller acknowledges and agrees that it has no right, title. claim, or lien on the Purchase Price Balance.

5. **Amendment to Section 1.11**. This Section shall be deleted and replaced in its entirety with the following:

Closing. The closing of the transactions herein contemplated shall, unless an earlier or later date is mutually agreed to in writing by the Parties, take place on July 23, 2026, at a mutually acceptable location at such time as is agreed to by the parties after satisfaction of all conditions to closing (the "Closing" or "Closing Date" herein). All of Buyer's Rights of Entry and rights to retain revenues and all of Seller's Non-Interference obligations, as set forth in the Purchase Agreement, shall continue in full effect through Closing. Following the Closing, Seller shall have reasonable access to the New Facilities for purposes of performing the remaining Punch List Items. Any such access shall conform to all rules, restrictions and instructions of Buyer, and shall be limited to access necessary to perform the remaining Punch List Items without interfering in any way with operations of the New Facilities. Access for purposes of performing work any Punch List Items during the 2026 cruise season will only be permitted where such work will not interfere in any way with Buyer's cruise port operations and will be done strictly in coordination with and subject to the approval of Buyer.

6. **Amendment to Section 5.9.** The term "Facility" shall be replaced with "New Facilities, including Punch List Items". The following sentence shall be added at the end of Section 5.9: "For the avoidance of doubt, the foregoing post-closing indemnification obligation of Buyer shall not apply to matters arising in conjunction with work performed by Seller or its contractors to complete Punch List items in the interval between the Closing and the Final Completion Deadline."

7. **Subordinated Debt Provisions**. Buyer agrees to increase the purchase price to Seller, after Closing (the "Additional Purchase Price"), only upon, and contingent and subject to the following terms and conditions:

7.1 The Additional Purchase Price shall not exceed $14,500,000.

7.2 The Additional Purchase Price shall be evidenced by a bond from the Buyer (the "Subordinate Bond"), issued under the Indenture and registered to the Seller. The principal amount, interest, if any, and other terms of the Subordinate Bond shall be determined by agreement between the Buyer and the Seller and shall be subject to the terms of an amendment to the PUA. The Subordinate Bond may only be held by or transferred to a Qualified Institutional Buyer or an Accredited Investor within the meaning of the Securities Act of 1933, as amended, or to a bank or trust company which purchases the Subordinate Bond for its own account. The Seller shall execute an Investor Letter in form and substance satisfactory to Buyer and its counsel and any subsequent purchaser of the Subordinate Bond shall also be required to deliver an investor letter in form and substance satisfactory to the Buyer and its counsel.

7.3 The Subordinate Bond shall constitute Subordinate Indebtedness as such term is defined in the Indenture. As such, as provided by the Indenture, the Subordinate Bond will be secured by a lien under the Indenture subordinate to the lien of and security interests granted by the Indenture to Bonds, as such term is defined in the Indenture, and the agreement for the repayment of such Subordinate Bond shall provide: (i) that an event of default thereunder may be an event of default under the Indenture, and (ii) that, notwithstanding the occurrence of any event of default in respect of the Subordinate Bond, the holder shall not be entitled to accelerate the Subordinate Bond or exercise any rights or remedies under the Indenture with respect to the Gross Revenues until and unless the Trustee shall have instituted proceedings to exercise its rights with respect to Bonds Outstanding under the Indenture pursuant to Article VIII of the Indenture, and holder's exercise of remedies shall at all times be subject to and subordinate to the Trustee's enforcement of remedies under the Indenture.

7.4 No Subordinate Bond will be issued unless an amendment to the PUA or a new PUA (in either case, the "RCG Amendment") is executed, which increases the amount of fees payable thereunder (either by increasing an existing fee or implementing a new fee) in each year in which the Subordinate Bond remains outstanding, as Gross Revenues under the Indenture (the "Additional Gross Revenues"), which Additional Gross Revenues shall be in an amount that complies with the Indenture requirements.

7.5 When RCG determines the amount and the duration of payment of Additional Gross Revenues, if any, the principal amount of the Subordinate Bond, and the term thereof shall be determined by the Buyer.

7.6 The Subordinate Bond may be called for redemption at any time by the Buyer.

7.7 The Indenture will be supplemented (the Supplemental Indenture") to authorize the issuance of the Subordinate Bond in accordance with the terms of this Amendment and the Indenture. Such Supplemental Indenture will be subject to approval by the Buyer in its sole discretion. The Supplemental Indenture shall provide, among other things, that principal of and interest, if any, on the Subordinate Bond will be paid only after article FOURTH of Section 7.04 of the Indenture and only if RCG has fully paid the Additional Gross Revenues for such year and there is no other breach of the terms of the Indenture.

7.8 The sole liability of the Buyer to pay the Additional Purchase Price is limited to the provisions of this Amendment and the issuance of the Subordinate Bond pursuant hereto and under the Indenture. Under no circumstances shall the general credit or the revenues, funds or assets of the Buyer be pledged or required for the payment of any amounts due under the Subordinate Bond nor shall the Buyer be obligated to issue any other obligation to the Seller or be liable to the Seller except as set forth in the Indenture and the Supplemental Indenture.

7.9 If RCG does not, for any reason whatsoever, execute the RCG Amendment, the provisions of this Section 7 shall be of no further force and effect and no Additional Purchase Price shall be paid.

7.10 All other documents required to implement the provisions of this Section 7, including but not limited to the RCG Amendment and the Supplemental Indenture, shall be subject to the approval of the Buyer in its sole discretion.

7.11 This Section 7 shall survive Closing and, if the same occurs, ARRC's payment of the Purchase Price Balance hereunder.

8. Exhibits. For purposes of the Closing, the parties hereby agree that the Warranty Bill of Sale, attached as Exhibit I to the Purchase Agreement shall be replaced with the form attached hereto as Exhibit I, and the Assignment of Warranties, Indemnities and Professional Liability Protections, attached as Exhibit J to the Purchase Agreement shall be replaced with the form attached hereto as Exhibit J, and that, on or before the Final Completion Date, the parties will execute and deliver supplements or amendments thereto in order to reflect the conveyance of any and all additional personal property, warranties and other items described therein that could not be conveyed by Seller at Closing as a result of the need to complete the Punch List items.

9. References to the Purchase Agreement. After giving effect to this Amendment 2, each reference in the Purchase Agreement to "this Agreement", "hereof", "hereunder" or words of like import referring to the Purchase Agreement shall refer to the Purchase Agreement as amended by Amendment 1 and this Amendment 2.

10. Reaffirmation. Except as otherwise expressly amended hereby, all of the terms and provisions of the Purchase Agreement remain unmodified, in full force and effect and are hereby ratified and confirmed. In the event of a conflict between the terms of the Purchase Agreement and/or Amendment 1 and this Amendment 2, the terms of this Amendment 2 shall control.

11. Successors and Assigns. Every covenant, term and provision of this Amendment 2 and the Purchase Agreement as amended hereby will be binding upon and inure to the benefit of the Parties and their respective successors, transferees and assigns.

12. Counterparts. This Amendment 2 may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which together will be deemed to be one and the same instrument. Delivery by a Party of a signed counterpart, or an execution page of this Amendment 2 by facsimile transmission or a scanned and emailed photocopy thereof, shall be as effective as delivery by it of a manually signed counterpart of this Amendment 2.

[Signature Pages Follow.]

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment as of the date or dates shown below.

SELLER:

SEWARD COMPANY, LLC,
an Alaska limited liability company

By: ____________________
Name: Mickey Richardson
Title: Chief Executive Officer

BUYER:

ALASKA RAILROAD CORPORATION

By: ____________________
Name: William G. O'Leary
Title: President & Chief Executive Officer

By: ____________________
Name: Christeffal Z. Terry
Title: Vice President, Real Estate

EXHIBIT A

PUNCH LIST ITEMS

Exhibit A to Second Amendment to Purchase & Sale Agreement – ARRC/Seward Company

PUNCHLIST ITEMS REMAINING AT CLOSING

Item #	Description
1	Demo Deck Panels
2	Pull Pile
3	Cut Caps
4	Additional Dredging
5	Mooring Dolphin Pile
6	Mooring Dolphin Caps
7	Fixed Dock Pile
8	Fixed Dock Caps
9	Fixed Dock Panels
10	Bollards
11	Capstans
12	Demo Temporary Facilities
13	Electrical Install
14	Water Install
15	CCTV
16	Civil Sub
17	Float Surfacing
18	Anodes on Piling
19	Demo Material Removal
20	Coating and Repairs
21	Building Work
22	Close Out Documents
Item #	Additional Items Included in Holdback Amount
23	Mob/Demo (others)
24	Contractor Indirects
25	Weather or Marine Mammal Delays
FINAL HOLDBACK COMPLETION COST	$17,855,862.00

EXHIBIT I

WARRANTY BILL OF SALE

WARRANTY BILL OF SALE

In consideration of a payment in the sum of One Hundred Thirty-Seven Million Dollars ($137,000,000.00) by the Alaska Railroad Corporation (herein called "Buyer"), whose mailing address is P.O. Box 107500, Anchorage, Alaska 99510-7500, Seward Company, LLC (herein called "Seller"), whose mailing address is 5050 Cordova Street, Suite 100, Anchorage, Alaska 99503, does grant, sell, transfer and deliver to Buyer, the following property, which is referred to herein collectively as "the Improvements":

> The New Facilities (as defined in that certain Purchase and Sale, Leasing and Lease Termination Agreement, dated as of August 15, 2024, by and between Buyer and Seller (the "Original Agreement"), as amended by that certain First Amendment to Purchase and Sale, Leasing and Lease Termination Agreement, dated July 18, 2025, by and between Buyer and Seller (the "First Amendment"), and as further amended by that certain Second Amendment to Purchase and Sale, Leasing and Lease Termination Agreement, dated July __, 2026 (the "Second Amendment," and together with the Original Agreement and the First Amendment, the "Purchase Agreement")), located on Passenger Dock Site (as defined in the Purchase Agreement) except for those items described on Exhibit A attached hereto or otherwise included within the materials required to complete the Punch List items (as such term is used in the Second Amendment); provided, however, that to the extent that any such materials have been ordered by Seller or its contractor and paid for by Seller as of the date hereof, then such materials are included in the Improvements.

The Improvements are transferred to the Buyer at their current location. Seller warrants to Buyer that Seller owns all of the right, title and interest in and to the Improvements and that the Improvements are not subject to any lien, claim or other encumbrance. The Improvements are being transferred AS IS, WHERE IS. Buyer acknowledges that it has been provided the opportunity to inspect, occupy and use the property and, subject to the foregoing condition, desires to accept transfer of ownership of the same in its present condition.

The parties acknowledge that this Warranty Bill of Sale will be supplemented or amended and restated on or about the date that the Final Completion Certificate (as defined in the Purchase Agreement) is agreed upon and the payment of the Purchase Price Balance (as defined in the Purchase Agreement) is made by Buyer to Seller thereunder. In addition, at such time, Seller will ensure, and will represent and warrant to the same, that Seller will have provided all repair manuals, operating instructions electrical diagrams, warranties or similar documents in its possession for the New Facilities. Until such time, Seller will make any of the foregoing documents in Seller's possession available to Buyer upon request.

IN WITNESS WHEREOF the parties hereto have executed this Warranty Bill of Sale on the dates written below.

ALASKA RAILROAD CORPORATION

Dated: ______________________ By: ____________________________

Christeffal Z. Terry
Vice President, Real Estate

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of July, 2026, by Christeffal Z. Terry, Vice President, Real Estate of the Alaska Railroad Corporation, a public corporation created by Alaska Statute 42.40, on behalf of the corporation.

____
Notary Public in and for the State of Alaska
My Commission Expires:__________

SEWARD COMPANY, LLC

Dated:______________________ ________________________________

Mickey Richardson
Chief Executive Officer

STATE OF ALASKA)
) ss.
_______ JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of July, 2026, by Mickey Richardson, the Chief Executive Officer of Seward Company, LLC, an Alaska limited liability company, on behalf of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

____
Notary Public in and for the State of Alaska
My Commission Expires:__________

EXHIBIT A
PUNCH LIST ITEMS AND RELATED MATERIALS EXCLUDED FROM IMPROVEMENTS

PUNCHLIST ITEMS REMAINING AT CLOSING

Item #	Description
1	Demo Deck Panels
2	Pull Pile
3	Cut Caps
4	Additional Dredging
5	Mooring Dolphin Pile
6	Mooring Dolphin Caps
7	Fixed Dock Pile
8	Fixed Dock Caps
9	Fixed Dock Panels
10	Bollards
11	Capstans
12	Demo Temporary Facilities
13	Electrical Install
14	Water Install
15	CCTV
16	Civil Sub
17	Float Surfacing
18	Anodes on Piling
19	Demo Material Removal
20	Coating and Repairs
21	Building Work
22	Close Out Documents
Item #	Additional Items Included in Holdback Amount
23	Mob/Demo (others)
24	Contractor Indirects
25	Weather or Marine Mammal Delays

EXHIBIT J

ASSIGNMENT OF WARRANTIES, INDEMNITIES AND PROFESSIONAL LIABILITY PROTECTIONS

ASSIGNMENT OF WARRANTIES, INDEMNITIES AND PROFESSIONAL LIABILITY PROTECTIONS

THIS ASSIGNMENT OF WARRANTIES, INDEMNITIES AND PROFESSIONAL LIABILITY PROTECTIONS ("Assignment") is made on the day executed by the last signatory hereto, by and between **SEWARD COMPANY, LLC** (herein called "Assignor"), an Alaska limited liability company, whose mailing address is 5050 Cordova Street, Suite 100, Anchorage, Alaska 99503, and the **ALASKA RAILROAD CORPORATION**, a public corporation created pursuant to AS 42.40, whose mailing address is P.O. Box 107500, Anchorage, Alaska 99510-7500 (herein called "Assignee"). Assignor and Assignee are herein referred to collectively as "the Parties."

RECITALS

A. The Parties entered into a Purchase and Sale, Leasing and Lease Termination Agreement, executed on August 15, 2024 (the "Initial Purchase Agreement"), as amended by that certain First Amendment to Purchase and Sale, Leasing and Lease Termination Agreement, dated July 18, 2025 (the "First Amendment") and as amended further by that certain Second Amendment to Purchase and Sale, Leasing and Lease Termination Agreement, dated July __, 2026 (the "Second Amendment," and together with the Initial Purchase Agreement and the First Amendment, the "Purchase Agreement"), under which Assignor agreed to sell to Assignee and Assignee agreed to purchase a new cruise passenger pier and terminal that Assignor planned to construct on Assignee's land in Seward, Alaska (collectively, "New Facilities").

B. Section 1.8 of the Purchase and Sale Agreement requires Assignor to insert and to require its contractors and subcontractors to insert in all contracts and subcontracts associated with the construction of the New Facilities a provision requiring that the contractors and subcontractors agree, acknowledge and accept that Assignor would be assigning all rights, remedies, warranties and any other post-completion liability of the contractors or subcontractors to Assignee and that such rights, remedies, warranties and any other post-completion liability will apply to Assignor in the same manner and to the same extent provided under applicable law as to the Assignor. Section 1.8 also required the contractors and subcontractors to insert the same provision in each of its subcontracts at all tiers.

C. The Purchase and Sale Agreement further requires that at the closing of the transaction Assignor will assign to Assignee the right to enforce any and all rights, remedies, warranties, indemnities, professional liability protections and any other post-completion liability pertaining in any manner to the New Facilities that Assignor receives from Turnagain Marine or any other contractor, subcontractor or other party.

D. Exhibit 1 to this Assignment consists of relevant components of contracts and subcontracts related to the construction of the New Facilities that contain the warranties, indemnities, professional liability protections and other post-completion liabilities that are the subject of this Assignment and which have been received by Assignor at the time of closing of the transaction contemplated by the Purchase and Sale Agreement (the "Transaction").

E. It is the intent of the Assignor and Assignee that this Assignment shall be supplemented, in a commercially reasonable instrument agreement upon by the parties, to include any and all additional warranties, indemnities, professional liability protections and other post-completion liabilities related to the construction of the New Facilities that are obtained by Assignor after the closing of Transaction through the Final Completion Date as defined in the Second Amendment.

AGREEMENT

1. Assignment. Assignor hereby assigns to Assignee absolutely all of Assignor's right, title, benefit and interest in and to the warranties, indemnities, professional liability protections and other rights set forth in Exhibit 1 to this Assignment (collectively, the "Warranty Rights"), including Assignor's right to receive the benefits of and to make claims under the Warranty Rights, subject always to the limitations, conditions, exclusion of liabilities and disclaimers described in said warranties, indemnities, professional liability protections and other rights (the "***Limitations***"). By accepting this Assignment, Assignee agrees to be bound by the terms of the Warranty Rights, including the Limitations, but shall otherwise have no further obligations to Assignor as a consequence of entering into this Assignment. Assignor warrants that the Warranty Rights assigned hereunder includes all Warranty Rights obtained by Assignor as of the time of closing of the Transaction. Assignor further agrees to supplement Exhibit 1 to this Assignment to include all additional Warranty Rights obtained by Assignor between said closing and the Final Completion Date set forth in the Second Amendment.

2. Miscellaneous.

a. Entire Agreement. This Assignment constitutes the entire agreement and understanding of the Lessor, Lessee and Manufacturer with respect to its subject matter.

b. Amendments. No amendment, modification or waiver in respect of this Assignment will be effective unless in writing, nor will it be effective as to the

Manufacturer without the Manufacturer's written consent.

c. Notices. Any notices or other communication hereunder shall be in writing and may be given in any manner specified herein: (i) if in writing and delivered in person or by courier, on the date it is delivered; (ii) if sent by facsimile transmission, on the date that transmission is received in legible form; (iii) if sent by certified or registered mail or the equivalent (return receipt requested), on the date that mail is delivered; or (iv) if sent by electronic messaging system, on the date that an electronic message is received. Notices shall be sent to the following addresses for the parties unless an updated address is supplied in writing to the other Party.

Assignor: 5050 Cordova Street, Ste. 100
Anchorage, AK 99503

Assignee: P.O. Box 107500
Anchorage, AK 99510

d. Choice of Law. This Assignment shall be construed in accordance with, and this Assignment and all matters arising out of or relating in any way whatsoever to this Assignment (whether in contract, tort or otherwise) shall be governed by the law of the State of Alaska without regard to choice of law rules thereunder.

e. Jurisdiction and Venue. With respect to any suit, action or proceedings relating to any dispute arising out of or in connection with this Assignment the Parties irrevocably agree to submit to the jurisdiction of the courts of the State of Alaska with venue in the Third Judicial District at Anchorage, Alaska.

f. Severability. If a provision of this Assignment is or becomes illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of any other provision of this Assignment.

g. Counterparts. This Assignment may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. This Assignment may be executed and delivered by facsimile and/or electronic media.

h. Cooperation. Assignor and Assignee agree to take all actions reasonably requested by the other to carry out the intent of this Assignment, provided that all costs of pursuing any claims under or enforcing the Warranty Rights shall be borne by Assignee.

i. <u>Confidentiality</u>. The Parties shall keep this Agreement and the terms of the Warranty Rights confidential, provided that disclosure may be made (i) to affiliates and permitted assignees, (ii) to professional advisers or auditors, (iii) as required by relevant laws, including filing and registration requirements, and (iv) with the prior written consent of the other Party. A Party making a disclosure under (i), (ii) or (iv) shall be responsible for ensuring that the person to whom disclosure has been made also maintains confidentiality in relation to the disclosed information.

j. <u>Transfer of Warranty Rights</u>. Assignee shall not transfer any Warranty Rights to any person other than Assignor without Assignor's prior written consent. This Assignment is binding on and inures to the benefit of successors and assigns permitted hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Warranties, Indemnities and Professional Liability Protections as of the dates set out below.

[SIGNATURE PAGE TO FOLLOW]

ALASKA RAILROAD CORPORATION

Dated: ____________________

By: ____________________________________
Christeffal Z. Terry
Vice President, Real Estate

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of ___________, 2026 by Christeffal Z. Terry, the Vice President, Real Estate of the Alaska Railroad Corporation, an Alaska public corporation created pursuant to AS 42.40, on behalf of the corporation.

____
Notary Public in and for the State of Alaska
My Commission Expires:__________

SEWARD COMPANY, LLC

Dated: ________________

By: ____________________________________
Name: Mickey Richardson
Title: Chief Executive Officer

STATE OF ALASKA)
) ss.
__________JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this____ day of _____________ 2026, by Mickey Richardson, the Chief Executive Officer of Seward Company, LLC, an Alaska limited liability company on behalf of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

____
Notary Public in and for the State of Alaska
My Commission Expires:__________

EXHIBIT 1
WARRANTY RIGHTS