

**NOTE: This contract contains confidential information including wire transfer instructions. We ask that this document DOES NOT get emailed, please sign only through DocuSign.**

**RAILROAD EQUIPMENT SALES CONTRACT**

THIS RAILROAD EQUIPMENT SALES CONTRACT (“Contract”), is entered into as of February 1, 2019, by and between Louis Mangino (hereinafter “Seller”) and Bucks County Railroad Preservation and Restoration Corp. D/B/A New Hope & Ivyland Railroad (hereinafter “Buyer”).

**RECITALS**

- A. Seller owns certain railroad equipment that it desires to sell to Buyer, and Buyer desires to purchase certain railroad equipment owned by Seller, see EXHIBIT “A”.
- B. Buyer acknowledges that the railroad equipment is being sold “as is” and that Seller makes no representations or warranties as to the quality and/or condition of said railroad equipment.

**AGREEMENT**

1. Buyer to Sign Contract. Buyer acknowledges that it has thoroughly read and reviewed this Contract and understands the terms set forth herein. Buyer agrees to sign and return this Contract to Ozark Mountain Railcar (hereinafter “OMR”) on or before February 6<sup>th</sup> 2019.

2. Items Purchased. Seller agrees to sell, and Buyer agrees to Buy, the railroad equipment and/or items (“Goods”) listed on Exhibit “A “attached hereto, and in accordance with the terms and conditions set forth herein (the “Transaction”).

- 3. Special Conditions. The following special conditions, if any, apply to this Contract:
  - a. Car is sold “As Is Where Is”

4. Delivery. Time is of the essence in the performance of this Contract. Seller will make the Goods available to Buyer immediately after full payment has been received by Seller. After payment has been completed, a Bill of Sale will be executed between Buyer and Seller, and the Transaction will be complete.

5. Seller Representations. The Seller makes the following representations and warranties to the Buyer, all of which shall survive the Closing:

- a. The Seller is the owner of and has the right to sell the Goods, and the Goods are free and clear of all debts, liens, security interests and encumbrances;
- b. Seller has to its knowledge complied with all laws, rules and regulations relating to the Goods; and
- c. Seller makes no representations or warranties as to the quality and/or condition of the Goods, and Buyer understands that the Goods are being sold as is.

Buyer’s Initials 

Seller’s Initials 



If for Seller: Louis Mangino  
198 Hilson Drive  
Rome, NY 13440

If for Buyer: Bucks County Railroad Preservation and Restoration Corp. D/B/A New  
Hope & Ivyland Railroad  
32 West Bridge Street  
New Hope, PA 18938

13. Amendment. This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written and enforced as so limited.

15. Entire Agreement. This Contract constitutes the entire agreement between the parties, and no oral agreements or statements will be effective or binding on either party. The provisions of this Contract can only be amended or changed by a written document signed by both Buyer and Seller. This Contract supersedes any prior written or oral agreements that may exist between the parties.

16. Waiver of Contractual Right. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. Construction and Attorney's Fees. This Contract shall be construed under the law of the state of Missouri. Jurisdiction for any litigation related to this Contract shall be exclusive to Taney County, Missouri. In the event either party has to bring suit on account of the other party's breach of this Contract, the non-breaching party shall be entitled to reimbursement for its reasonable attorney's fees and costs incurred therein. The parties, by entering into this Contract, agree to waive their right to a jury trial in the event it is necessary to file suit.

1. Ozark Mountain Railcar's Liability. It is specifically understood and agreed to by both parties that Missouri Railroad Group, LLC, d/b/a Ozark Mountain Railcar, has made no representations whatsoever based on its knowledge of the Railroad Rolling Stock and Equipment/Parts and has made no investigation to verify any representations made by either Buyer or Seller. Further, it is agreed by both Buyer and Seller to waive any and all claims they may have against OMR as a result of the action or this Contract.

Buyer's Initials 

Seller's Initials 

Buyer: Bucks County Railroad Preservation and  
Restoration Corp. D/B/A New Hope &  
Ivyland Railroad

Seller: Louis Mangino

DocuSigned by:

*Michael Donovan*

2/6/2019 | 7:27 AM

Printed Name: Michael Donovan

DocuSigned by:

*Louis Mangino*

2/1/2019 | 12:56 PM CST

Printed Name: Louis Mangino

**EXHIBIT A**

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Boston & Maine Caboose #C127	1	\$32,000.00	\$32,000.00

**Total: \$ 32,000.00**

INTENTIONALLY  
LEFT  
BLANK

Buyer's Initials

<sup>DS</sup>  
*MD*

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Seller's Initials

<sup>DS</sup>  
*LM*

*This form contains confidential financial information and should only be shared with trusted and known individuals/businesses.*

## Ozark Mountain Railcar Wire Transfer Instructions

**Note: Due to the ownership structure of our bank, our wire instructions may differ from other banks. If the sending bank has any questions, please contact Central Bank's wire desk at 573-634-1160.**

### INCOMING WIRE INSTRUCTIONS

Receiving Bank: 086500634  
Central Bank  
Jefferson City, MO, USA

Beneficiary Bank: 081518375 Central Bank of Branson  
Beneficiary: **081518375 Acct# 124124603**  
Missouri Rail Group L.L.C d/b/a Ozark Mountain Railcar  
315 Mincy Lane, Kirbyville, MO 65679

**Additional Information:** Please reference Buyers' name and item being purchased as it appears on the sales contract.

### INTERNATIONAL INCOMING WIRE INSTRUCTIONS


**SWIFT CODE: CTUSUS44**

**Bank:** Central Bank  
238 Madison Jefferson City, MO, USA

**Beneficiary:** **081518375 Acct# 124124603**  
Missouri Rail Group L.L.C d/b/a Ozark Mountain Railcar  
315 Mincy Lane, Kirbyville, MO 65679

**Additional Information:** Please reference Buyers' name and item being purchased as it appears on the sales contract.

Buyer's Initials  MD

Seller's Initials  LM