

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 AND REMOVAL CONTRACT

THIS RAILROAD EQUIPMENT SALES AND REMOVAL CONTRACT (“Contract”), is entered into as of August 21, 2019, by and between THE CITY OF NOBLESVILLE, INDIANA, by and through the Noblesville Parks Department (hereinafter “Seller”) and JNS2, Inc (hereinafter “Buyer”).

RECITALS

- A. Seller is an Indiana municipality located in Hamilton County, Indiana, with a common address at 16 S. 10th Street, Noblesville, IN 46060, and a Parks Department that is responsible for the operation of parks assets and property of the Seller.
- B. Seller owns certain real property located in the City of Noblesville, Hamilton County, State of Indiana, and generally known as Forest Park, a portion of which was previously leased to the Indiana Transportation Museum (“ITM”).
- C. Pursuant to the June 29, 2018 Findings of Fact, Conclusions of Law, and Order issued in Cause No. 29C01-1805-PL-004434, all structures, additions, equipment, or property on the Forest Park premises previously leased by ITM was deemed abandoned if not removed by ITM by July 12, 2018 (“Eviction Order”), and the Eviction Order was not appealed.
- D. Seller desires to dispose of and sell to Buyer certain railroad equipment that was among the items deemed abandoned at Forest Park after July 12, 2018, and Buyer desires to purchase such railroad equipment from Seller, which equipment is described in EXHIBIT “A”, and also includes all items or materials within the equipment described in Exhibit A.
- E. Seller desires to provide for the removal of said railroad equipment, including all materials within the equipment, from Forest Park.

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 August 26th 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”

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Seller’s Initials SC

4. Delivery. Time is of the essence in the performance of this Contract. Seller will make the Goods available to Buyer at Forest Park as set forth herein immediately after full payment has been received by Seller. After payment has been completed, a Bill of Sale in the form attached hereto as Exhibit "B" will be executed between Buyer and Seller, and the Transaction as to the sale of the Goods will be complete.

5. Seller Representations and Disclaimer of Warranties. Buyer agrees it is hereby purchasing the Goods "AS IS" and "WHERE IS" and "WITH ALL FAULTS" and Seller make no warranties of any kind, express or implied, regarding the Goods, their quality and/or condition, title, marketability, or otherwise, except for the following limited representations:

- a. The Goods were abandoned to the Seller by the Eviction Order, and, to Seller's knowledge, the Goods are free and clear of all debts, liens, security interests and encumbrances; and
- b. Seller has to its knowledge complied with all laws, rules and regulations relating to the Goods.

6. Payment. Buyer has agreed to pay seller the total price indicated on Exhibit "A" attached hereto. Payment shall be made via wire transfer to OMR's escrow account, on or before August 26th 2019. **Wire instructions are included the last of this document.**

ALL DELINQUENT PAYMENTS SHALL ACCRUE A 20% LATE CHARGE FOR EACH WEEK THAT THE PAYMENT IS LATE

7. Taxes. Buyer shall pay or cause to be paid all sales, use, registration, and other tax liabilities, if any, resulting from the sale of the Goods to Buyer, and Buyer shall indemnify and hold harmless Buyer therefrom.

8. Failure to Timely Pay is a Breach of the Contract. In addition to any other right or remedy provided by law, if Buyer fails to pay for the Goods when due, the Seller, at its option, may treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek other available legal remedies.

9. Removal of Goods. Upon completion of the Transaction, Seller will allow Buyer access to Forest Park for removal of the Goods. Buyer will provide plans for the removal of the Goods from Forest Park for the Seller's reasonable prior approval. In accessing Forest Park, Buyer will comply with all directives of Seller. Access to Forest Park shall be limited to persons approved by Seller, and removal of the Goods must occur during hours approved by Seller, generally between the hours of 7:30 a.m. and 3:30 p.m. Monday through Friday. Notwithstanding anything to the contrary, neither ITM nor its officers, members, representatives, or affiliates will be permitted access to Forest Park. Buyer will be solely responsible for all expenses related to the removal of the Goods from Forest Park. Attached as Exhibit "C" is a memorandum concerning environmental controls for the removal of the Good from Forest Park. Buyer shall remove the Goods from the Forest Park, in accordance with Exhibit "C", no later than October 15th , 2019. Buyer will pay a fee of \$100 per day for each piece of Goods left by Buyer at Forest Park after

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that date. In addition, any property or equipment of Buyer remaining at Forest Park after October 15th, 2019 is abandoned by Buyer and may be removed and disposed of by any means by Seller, and Buyer will reimburse Seller for all costs incurred in such removal and disposition. Buyer shall follow all of Seller's reasonable rules and directives when on Seller's property. **BUYER SHALL INDEMNIFY, DEFEND, AND SAVE HARMLESS SELLER AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, DAMAGES, LIABILITY, COSTS, AND EXPENSES FOR INJURY TO, OR DEATH OF, BUYER, OR BUYER'S EMPLOYEES, AGENTS OR INVITEES, OR ANY OTHER PERSON, WHILE SUCH INDIVIDUALS ARE ON OR ABOUT SELLER'S PROPERTY PURSUANT TO THIS CONTRACT, OR ARISING OUT OF BUYER'S REMOVAL OF THE GOODS FROM FOREST PARK, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY SELLER'S NEGLIGENCE.**

10. Responsibility for Damage. Buyer shall be responsible for any and all damage that occurs on or about Forest Park as a result of its activities and/or removal of the Goods. The Seller may, at its option and the sole cost and expense of Buyer, perform such repairs as are necessary due to Buyer's activities, and Buyer shall reimburse the Seller for said costs upon demand from the Seller.

11. Condition of Forest Park. Buyer will personally inspect Forest Park prior to any activities by Buyer thereon and accepts the same "AS IS", and it is understood and agreed that the Seller is not making and has not at any time made any representations or warranties of any kind or character, express or implied, with respect to Forest Park. The Seller assumes no obligation to make any improvements to, or to provide any security for, Forest Park. Buyer agrees that all of Buyer's property of every kind or description which may at any time be on Forest Park shall be on Forest Park at Buyer's sole risk or at the risk of those claiming through or under Buyer, and in no event shall the Seller be liable for the same.

12. Insurance. Prior to any entry onto Forest Park and until all of Buyer's activities at Forest Park are completed, Buyer shall add and maintain the Seller as an additionally named insured on a Comprehensive General Liability ("CGL") insurance policy acceptable to the Seller, with coverage being primary and non-contributory with respect to any insurance carried by the Seller and shall also waive all rights of subrogation against the Seller. The CGL insurance policy shall provide coverage on an occurrence basis with a per occurrence limit of no less than two million dollars (\$2MM) for bodily injury and broad form property damage. Buyer shall furnish certificates of insurance provided by the insurer, and the certificates shall provide that such insured is in effect and will not be cancelled during the required period without thirty (30) days prior written notice of such cancellation to the Seller.

13. Default. The occurrence of any one of the following shall constitute a material default under this Contract:

- a. Failure to make the required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of the Goods to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency, arising from or through Seller.

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d. The failure to remove the Goods in the time and manner provided for under this Contract.

14. Remedies in the Event Default Occurs. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the non-defaulting party may elect to terminate this Contract if such default is not cured within three (3) days of providing written notice of the default to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

15. Assignment. Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

16. Confidential Information. Each party acknowledges that during this course of performance of this Contract, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Contract as confidential, and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract. Upon request of either party, all documents relating to confidential information will be turned over to that party.

17. Notices. All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, and addressed as follows:

If for Seller: City of Noblesville, Indiana
16 S. 10th Street
Noblesville, IN 46060
Attn: Steve Cook

If for Buyer: JNS2, Inc
1694 West Sussex Rd.
Atlanta, Georgia, 30306

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

19. 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.

20. 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

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Buyer and Seller. This Contract supersedes any prior written or oral agreements that may exist between the parties.

21. 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.

22. Construction and Attorney's Fees. This Contract shall be construed under the law of the state of Indiana. Jurisdiction for any litigation between the parties related to this Contract shall be exclusive to Hamilton County, Indiana state court. 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.

23. 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: JNS2, Inc

Seller: City of Noblesville, Indiana

DocuSigned by:
Steve Wadley
Printed Name: Steve Wadley

8/21/2019 | 5:42 PM CDT

DocuSigned by:
Steve Cooke
Printed Name: Steve Cooke

8/22/2019 | 12:25 PM CDT

EXHIBIT A

| Item Description | Quantity | Unit Price | Total Price |
|--|----------|-------------|-------------|
| Atlantic Coast Line Dining Car "Naples | 1 | \$11,000.00 | \$11,000.00 |

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

Ozark Mountain Railcar

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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.

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