

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made as of January 28, 2020 by and between SANDTON RAIL COMPANY, LLC ("Seller") and THE DENVER ROCK ISLAND RAILROAD ("Buyer"). Seller and Buyer are each a "Party" and collectively, the "Parties".

WHEREAS, Seller wishes to sell all of Seller's right, title and interest in and to those two (2) certain locomotives identified on Exhibit A (each a "Unit" and collectively, the "Units") to Buyer, and Buyer wishes to purchase the same from Seller, upon the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Purchase Price. The aggregate purchase price for the Units is \$180,000.00 (the "Purchase Price"). The Purchase Price is allocated between the Units as set forth on Exhibit A. In consideration for the sale of the Units by Seller to Buyer, on or before the Closing Date (as defined below), the Buyer shall pay to Seller the Purchase Price via wire transfer of immediately available funds to the following account:

Account Bank: Citibank N.A.
Address: Citigroup Private Bank
New York, NY 10043
ABA No.: 021000089
Account No.: 6797945817
Account Name: Sandton Rail Company, LLC

2. Sale. Subject to the terms and conditions of this Agreement, upon Seller's receipt of the Purchase Price, Seller shall be deemed to have sold the Units to Buyer, (a) free and clear of all Liens (as defined below) and (b) on the other terms set forth in this Agreement.

3. Allocation of Revenues and Expenses. As between Seller and Buyer, all revenue and expenses with respect to the Units which are earned or incurred prior to the Closing Date shall be for the account of Seller and all revenues and expenses with respect to the Units which are earned or incurred on or after the Closing Date shall be for the account of Buyer.

4. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Corporate Existence, Power and Authority. Seller is a limited liability company organized, validly existing and in good standing under the laws of Delaware and has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) Authorization. The execution and delivery by Seller of this Agreement and the performance by Seller hereunder, have been duly authorized by all requisite corporate action of Seller. This Agreement has been duly executed and delivered by Seller, and this Agreement is, and the Bill of Sale (in the form attached hereto as Exhibit B) when executed and delivered by Seller to Buyer will be, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as their enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally.

(c) Units. Seller is the lawful owner of the Units, and has good and marketable title to the Units, free and clear of all leases, rental agreements, liens, security interests or encumbrances arising by, through or under Seller ("Liens").

5. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Corporate Existence, Power and Authority. Buyer is a corporation organized, validly existing and in good standing under the laws of the State of Colorado, and has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) Authorization. The execution and delivery by Buyer of this Agreement and the performance by Buyer hereunder, have been duly authorized by all requisite corporate action of Buyer. This Agreement has been duly executed and delivered by Buyer, and this Agreement is the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as its enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally.

6. Condition of Units. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN SECTION 4 OF THIS AGREEMENT, BUYER AGREES THAT THE UNITS SHALL BE SOLD TO BUYER BY SELLER "AS-IS, WHERE-IS," WITHOUT ANY OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, AND SELLER SHALL NOT, BY VIRTUE OF HAVING SOLD THE UNITS TO BUYER, BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OPERABILITY, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE UNITS. BUYER HAS HAD THE OPPORTUNITY TO AND HAS INSPECTED, TO ITS SATISFACTION, THE UNITS AND HAS DETERMINED, IN ITS SOLE AND ABSOLUTE DISCRETION, TO PROCEED WITH THIS PURCHASE.

7. Terms of Sale. The Units are being sold "AS IS, WHERE IS". Upon Seller's receipt of the Purchase Price, Seller shall be deemed to have delivered the Units wherever located, and Buyer shall be deemed to have taken delivery of and accepted the Units from Seller wherever located and pursuant to the terms of this Agreement and the Bill of Sale, without any further action on the part of Buyer or Seller.

8. Special Conditions. The following special conditions, if any, apply to this Agreement: NONE.

9. Closing. The closing of the transaction contemplated hereby (the “Closing”) shall occur on or before February 7, 2020 or on such other date as Seller and Buyer shall mutually agree (the date on which the Closing occurs, the “Closing Date”), at such location as shall be agreed upon by Buyer and Seller. Upon Seller’s receipt of the Purchase Price, Seller shall provide Buyer with the Bill of Sale executed by Seller.

10. Casualtied Unit. In the event that a Unit is lost, stolen, destroyed or damaged beyond economical repair prior to the Closing Date, this Agreement shall be null and void as to that Unit only and of no further effect with respect to that Unit only and the balance of this Agreement shall remain in full force and effect.

11. Taxes.

(a) Seller shall be liable for, and shall indemnify and hold Buyer harmless against (i) all federal, state, local and foreign income, capital gains, franchise, transfer, documentary stamp, sales, value added (VAT), use, registration, property, *ad valorem* or other taxes, assessments and charges imposed by any governmental body (“Taxes”) upon or with respect to Seller and/or the Units for the period prior to the Closing Date, (ii) all Taxes on or measured by the net income of Seller, and (iii) all filings related thereto.

(b) Buyer shall be liable for, and shall indemnify and hold Seller harmless against (i) all sales, use, transfer or similar taxes, if any, imposed or assessed in connection with the sale and transfer of each Unit in accordance with this Agreement and the Bill of Sale (“Transfer Taxes”), (ii) all other Taxes upon or with respect to Buyer and/or each Unit for the period on and after the Closing Date, and (iii) all filings related thereto.

(c) Seller and Buyer agree to provide each other with such documents, instruments and certificates as either of them may reasonably request in connection with any claim for exemption from the payment of any Taxes or Transfer Taxes. For the avoidance of doubt, Buyer shall either (i) pay all Transfer Taxes on the Closing Date and provide evidence thereof to Seller on the Closing Date or (ii) provide Seller satisfactory evidence of Buyer’s exemption from such Transfer Taxes at or before the Closing Date.

(d) Neither Seller nor Buyer shall be responsible for any interest, penalty or fine incurred due to the other Party’s failure to file, or timely file, any return or pay any tax in accordance with Section 11.

12. Indemnities.

(a) Buyer, on an after-tax basis, will indemnify Seller and hold Seller harmless from any liability, loss, cost or expense (“Claim”), including reasonable attorneys’ fees, which shall result from (i) the incorrectness of any representation or breach of any warranty of Buyer contained in this Agreement or in any other document delivered by Buyer in connection with the transactions contemplated by this Agreement; (ii) a breach by Buyer of any of its covenants or agreements

contained in this Agreement or in any other document delivered by Buyer in connection with the transactions contemplated by this Agreement; or (iii) any Claim asserted against Seller relating to any damage to property or injury or death caused by either Unit on or after the Closing Date. Upon payment of such indemnity, Buyer shall be subrogated to Seller's rights against any third parties respecting the Claim.

(b) Seller, on an after-tax basis, will indemnify Buyer and hold it harmless from any Claim, including reasonable attorneys' fees, which shall result from (i) the incorrectness of any representation or breach of any warranty of Seller contained in this Agreement or in any other document delivered by Seller in connection with the transactions contemplated by this Agreement; (ii) a breach by Seller of any of its covenants or agreements contained in this Agreement or in any other document delivered by Seller in connection with the transactions contemplated by this Agreement; or (iii) any Claim asserted against Buyer relating to any damage to property or injury or death caused by a Unit during Seller's ownership of said Unit. Upon payment of such indemnity, Seller shall be subrogated to Buyer's rights against any third parties respecting the Claim.

(c) A Party seeking indemnification pursuant to Sections 12(a) or 12(b) above (an "Indemnified Party") shall give prompt notice to the Party from whom such indemnification is sought (the "Indemnifying Party") of the assertion of any Claim, or the commencement of any action, suit or proceeding, in respect of which indemnity may be sought hereunder and will give the Indemnifying Party such information with respect thereto as the Indemnifying Party may reasonably request, but any failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered actual prejudice thereby). The Indemnifying Party may, at its expense, participate in or assume the defense of any such action, suit or proceeding involving a third party; provided, however, that such defense is conducted with counsel reasonably satisfactory to the Indemnified Party and the Indemnifying Party. The Indemnified Party and the Indemnifying Party shall consult with each other regarding the conduct of such defense. The Indemnified Party shall have the right (but not the duty) to participate in the defense thereof, and to employ counsel, at its own expense (except that the Indemnifying Party shall pay the fees and expenses of such counsel to the extent that there is a conflict of interest between the Indemnified Party and the Indemnifying Party which is material to the Claim and unrelated to the indemnification obligation contained herein), separate from counsel employed by the Indemnifying Party in any such action. The Indemnifying Party shall be liable for the fees and expenses of counsel employed by the Indemnified Party if the Indemnifying Party has not assumed the defense thereof. Whether or not the Indemnifying Party chooses to defend or prosecute any claim involving a third party, Buyer and Seller shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend at such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith. The Indemnifying Party shall not be liable under Sections 12(a) or 12(b) for any settlement effected without its consent (which shall not be unreasonably withheld) in any claim, litigation or proceeding in respect of which indemnity may be sought hereunder.

13. Reporting Marks. The Units are marked with the "SDCX" reporting mark (each a "Reporting Mark" and collectively, the "Reporting Marks"). Seller is not selling to Buyer, and Buyer is not purchasing from Seller, any rights in the Reporting Marks. Following the Closing Date, Buyer shall not move or otherwise use a Unit until (i) the Reporting Mark is removed from said Unit and Buyer's reporting mark and road number are placed on said Unit at Buyer's

expense, (ii) all information pertaining to said Reporting Mark is removed from the AEI tag for said Unit and the AEI tag is reprogrammed at Buyer's expense and (iii) all UMLER information is updated to reflect such changes at Buyer's expense.

14. Expenses. Whether or not the transaction contemplated hereby is consummated, each Party shall be responsible for and shall pay its own expenses in connection with this Agreement and the transaction contemplated hereby, including without limitation the fees, commissions and disbursements of its counsel, brokers and agents, if any. Each Party agrees to indemnify and hold the other Party harmless from and against any claims for expenses, including without limitation broker's commissions and finder's fees, if any, arising directly out of the acts of such Party and for expenses (including reasonable attorney's fees) and costs relating to such claims. Buyer represents and warrants to Seller that Buyer has not incurred any obligation or liability for brokerage or finders' fees or agents, commissions or like payment in connection with this Agreement or the transaction contemplated hereby. Seller represents and warrants to Buyer that (i) Seller is responsible for payment to Missouri Rail Group, LLC d/b/a Ozark Mountain Railcar ("OMR") of any commission, if any, in connection with the sale of the Units pursuant to this Agreement, and (ii) that Seller has not incurred any other obligation or liability for brokerage or finders' fees or agents, commissions or like payment in connection with this Agreement or the transaction contemplated hereby.

15. Survival of Representations and Warranties. The representations, warranties, covenants and agreements made in this Agreement, in the Bill of Sale and in any other document delivered in connection herewith shall survive the Closing and the consummation of the transaction contemplated by this Agreement.

16. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and OMR and their respective successors and permitted assigns, provided, however, that neither Party nor OMR shall assign this Agreement prior to the Closing Date to any other person or entity without the prior written consent of both Parties. No assignment of this Agreement or of any rights hereunder shall relieve the assigning Party or OMR (as applicable) of any of its obligations or liabilities hereunder, without the prior written consent of both Parties.

17. Severability. Any term, condition or provision of this Agreement which is, or is deemed to be, void, prohibited, or unenforceable in any jurisdiction is, as to such jurisdiction, severable herefrom, and is ineffective to the extent of such avoidance, prohibition and unenforceability without in any way invalidating the remaining terms, conditions and provisions hereof. Any such avoidance, prohibition and unenforceability in any jurisdiction does not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

18. Entire Agreement. This Agreement and the Exhibits hereto contain the entire agreement and understanding among the Parties and OMR with respect to the subject matter contained herein and supersedes all prior agreements, understandings and representations, oral or written with respect to the subject matter hereof. No provision of this Agreement or any Exhibit hereto, may be amended, modified or waived except by written agreement duly executed by both of the Parties.

19. Governing Law and Jurisdiction. THIS AGREEMENT AND THE BILL OF SALE SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICT OF LAWS DOCTRINE. THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND THE APPROPRIATE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN SHALL HAVE EXCLUSIVE JURISDICTION IN RELATION TO ANY CLAIM, DISPUTE OR DIFFERENCE CONCERNING THIS AGREEMENT, THE BILL OF SALE, THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY AND ANY MATTER ARISING THEREFROM. BUYER, SELLER AND OMR SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO OBJECT TO ANY ACTION BEING BROUGHT IN THOSE COURTS, TO CLAIM THAT THE ACTION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, OR TO CLAIM THAT THOSE COURTS DO NOT HAVE JURISDICTION.

20. Waiver of Jury Trial. EACH PARTY AND OMR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE BILL OF SALE AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY.

21. Notice. All communications under this Agreement shall be in writing or by email, and any such notice shall become effective (a) upon personal delivery thereof, including, without limitation, by overnight mail or courier service, (b) five (5) days after the date on which it shall have been mailed by United States mail (by certified mail, postage prepaid, return receipt requested), or (c) in the case of notice by email, when received, addressed to each party at the following addresses:

If to Seller:

Sandton Rail Company, LLC
c/o Sandton Capital Partners LP
16 West 46th Street, 11th Floor
New York, NY 10036
Attention: Robert Rice/Thomas Flynn
Email: rrice@sandtoncapital.com and tflynn@sandtoncapital.com

With a copy to :

Ronald S. Beacher
Pryor Cashman LLP
7 Times Square
New York, NY 10036-7311
Email: rbeacher@pryorcashman.com

If to Buyer:

The Denver Rock Island Railroad

3400 E. 56th Avenue
Commerce City, CO 80022
Attn: Jason Travers, General Manager
Email: jason.travers@denverrockisland.com

If to OMR:

Ozark Mountain Railcar
PO Box 167
Kirbyville, MO 65670
Attn: John Suscheck/CEO
Email: sales@ozarkmountainrailcar.com

or to any other address as may be given by either Party or OMR to the other Part(ies) by notice pursuant to the provisions of this Section 21.

22. Counterparts. This Agreement may be executed in any number of counterparts, but all of such counterparts together shall constitute one and the same agreement. This Agreement may be executed and delivered in a pdf format by email, and such signature shall have the same force and effect as an original signature on such document. This Agreement may be executed using a digital signature.

23. Further Assurances. Without any further consideration, Seller and Buyer each agrees to execute, acknowledge, deliver, file and record, or cause to be executed, acknowledged, delivered, filed and recorded, such further documents or other papers, and to do all such things and acts, as the other Party may reasonably request, and at such other Party's cost, in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby. Seller shall send to Buyer, upon Seller's receipt thereof, all notices, communications and any other documents with respect to either Unit relating to the period following the Closing Date which Seller receives on or subsequent to the Closing Date and Buyer shall send to Seller, upon Buyer's receipt thereof, all notices, communications and any other documents with respect to either Unit relating to the period before the Closing Date which Buyer receives on or subsequent to the Closing Date.

24. OMR's Liability. It is specifically understood and agreed to by both Parties that OMR has made no representations whatsoever based on its knowledge of the Units 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 sale of the Units, except for (a) the obligations of OMR under this Agreement and (b) any actions or inactions of OMR constituting gross negligence or willful misconduct by OMR.

25. Section Headings. The section headings contained in this Agreement are for convenience of reference only, and shall not affect in any way the meaning or interpretation of this Agreement.

26. Buyer to Sign Agreement. Buyer acknowledges that it has thoroughly read and reviewed this Agreement and understands the terms set forth herein. This Agreement shall be null and void and of no further force and effect unless this Agreement is executed by Buyer and delivered to


OMR on or before January 28, 2020. Upon OMR's receipt of this Agreement executed by Buyer, OMR shall promptly provide the same to Seller.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have each executed this Purchase and Sale Agreement as of the day and year first hereinabove set forth.

SELLER:

SANDTON RAIL COMPANY, LLC

By: 
Name: Robert Rice
Title: Authorized Signatory

BUYER:

THE DENVER ROCK ISLAND RAILROAD

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED:

MISSOURI RAIL GROUP, LLC d/b/a OZARK MOUNTAIN RAILCAR

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Seller and Buyer have each executed this Purchase and Sale Agreement as of the day and year first hereinabove set forth.

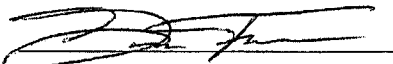
SELLER:

SANDTON RAIL COMPANY, LLC

By: _____
Name: Robert Rice
Title: Authorized Signatory

BUYER:

THE DENVER ROCK ISLAND RAILROAD

By:  1/27/2020
Name: JASON TRAVERS
Title: General Manager

AGREED TO AND ACCEPTED:

MISSOURI RAIL GROUP, LLC d/b/a OZARK MOUNTAIN RAILCAR

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Seller and Buyer have each executed this Purchase and Sale Agreement as of the day and year first hereinabove set forth.

SELLER:

SANDTON RAIL COMPANY, LLC

By: _____
Name: Robert Rice
Title: Authorized Signatory

BUYER:

THE DENVER ROCK ISLAND RAILROAD

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

MISSOURI RAIL GROUP, LLC d/b/a OZARK MOUNTAIN RAILCAR

DocuSigned by:
By: John Suscheck 1/27/2020 | 10:41 AM CST
Name: John Suscheck
Title: CEO

EXHIBIT A TO
PURCHASE AND SALE AGREEMENT

UNITS AND ALLOCATION OF PURCHASE PRICE

1. Electro-Motive Diesel (EMD) GP 9 locomotive with car mark SDCX and road number 88.
Purchase price \$80,000.

2. Electro-Motive Diesel (EMD) GP 38 locomotive with car mark SDCX and road number 02.
Purchase price \$100,000.

**EXHIBIT B TO
PURCHASE AND SALE AGREEMENT**

**FORM
OF
BILL OF SALE**

BILL OF SALE

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, SANDTON RAIL COMPANY, LLC (the "Company") does hereby sell, assign and transfer unto THE DENVER ROCK ISLAND RAILROAD ("Buyer"), and its successors and assigns, the units of railroad equipment described in Schedule 1 (the "Equipment").

The Company hereby warrants that it has good and marketable title to the Equipment free and clear of all leases, rental agreements, liens, security interests or encumbrances arising by, through or under the Company.

This Bill of Sale is being delivered in connection with the Purchase and Sale Agreement between the Company and Buyer dated as of January_, 2020 (the "Agreement"). The Equipment shall be deemed to be delivered in the jurisdiction where it is located.

Except as expressly set forth herein or in the Agreement, the sale of the Equipment is on an "as is", "where is", with "no representations or warranties" basis.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the _____ day of _____, 2020.

SANDTON RAIL COMPANY, LLC

By: _____
Name: Robert Rice
Title: Authorized Signer

ACKNOWLEDGED AND ACCEPTED:

THE DENVER ROCK ISLAND RAILROAD

By: _____
Name:
Title:

SCHEDULE 1 TO BILL OF SALE

1. Electro-Motive Diesel (EMD) GP 9 locomotive with car mark SDCX and road number 88.
2. Electro-Motive Diesel (EMD) GP 38 locomotive with car mark SDCX and road number 02.