

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 September 19th 2022 by and between Jim Stephenson (hereinafter “Seller”) and Coupler to Coupler L.L.C. (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 September 23rd 2022.

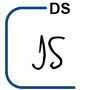
2. Items Purchased. Seller agrees to sell, and Buyer agrees to buy, the railroad equipment and/or items (“Goods”) listed on Exhibit “A” attached hereto, and in accordance with the terms and conditions set forth herein (the “Transaction”).

3. Special Conditions. The following special conditions, if any, apply to this Contract:

- a. Car is sold “As Is Where Is” free of all liens and encumbrances.
- b. Buyer will be responsible for all costs associated with prepping the car for movement.
- c. Buyer & Seller will both contribute \$5,000.00 each to pay the \$10,000.00 commission to Missouri Rail Group d/b/a Ozark Mountain Railcar.
- d. Seller agrees to keep the car insured for Physical Damage until car departs Seller’s storage location.
- e. Closing will be on or before October 28th 2022. If the preparation work on the car has not been completed by October 28th 2022. The closing date can be extended by an amendment to this contract.
- f. Buyer or Buyers representative, reserves the right to perform a final inspection on the car before closing on October 28th 2022. If any physical damage or further vandalism occurs to the car, Buyer reserves the right to cancel the sale.

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.

Buyer’s Initials 

Seller’s Initials 

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.

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

11. 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.

12. 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: Jim Stephenson
P.O. Box 842560
Houston, Texas 77284

If for Buyer: Coupler to Coupler L.L.C.
11532 Malvern Drive
St. Louis, MO 63131

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.

Buyer's Initials 

Seller's Initials 

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.

18. Ozark Mountain Railcar's Liability. It is specifically understood and agreed to by both parties that Missouri Railroad Group, L.L.C., 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 this Contract.

Buyer: Coupler to Coupler L.L.C.


DocuSigned by:
Ronald J. Ortyl Jr.
9/21/2022 | 10:59 AM CDT
E284051667E4493...
Printed Name: Ronald J. Ortyl Jr.- Member

Seller: Jim Stephenson

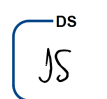
DocuSigned by:
Jim Stephenson
9/21/2022 | 5:03 PM CDT
F61195C9B6854C4...
Printed Name: Jim Stephenson - Owner

EXHIBIT A

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Texas & Pacific Railroad Passenger #1	1	\$280,000.00	\$280,000.00

Buyer's Initials 

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Seller's Initials 

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

Ozark Mountain Railcar Wire Transfer Instructions

If the sending bank has any questions, please contact Central Bank's wire desk at 573-634-1160.

INCOMING WIRE INSTRUCTIONS

Receiving Bank: **Routing # 086500634**

Central Bank
238 Madison Jefferson City, MO, USA

Beneficiary: **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: **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 

Seller's Initials 