

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 August 31st 2020 by and between Fred Pegnato (hereinafter “Seller”) and Catskill Revitalization Corporation "dba" Delaware & Ulster 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 September 4th 2020

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. Rail Diesel Car #1001 is sold “As Is Where Is”. Car is located on the Cape Cod Central Railroad yard located in Hyannisport, MA. The specific address is 215 Iyanough Rd., Hyannis, Massachusetts.

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. Upon payment by Buyer, and simultaneous with such payment, a Bill of Sale shall be executed by Seller in the form as described in attached Exhibit “B”, and immediately transmitted by Seller to Buyer by email.

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

Buyer’s Initials ^{DS}
 JWC

Seller’s Initials ^{DS}
 FPPJ

Seller has to its knowledge complied with all laws, rules and regulations relating to the Goods; and 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.

- 6. Payment. Buyer has agreed to pay seller the total price indicated on Exhibit "A" attached hereto. Payment schedule is as follows:
 - a. Payment to be made in full on or before September 4th. All payments are to be made via wire transfer. **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. 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.

8. Contingencies. Buyer's performance of this Contract is expressly made contingent upon the following:

- a. Buyer obtaining approval to finance acquisition of the Goods from the Catskill Watershed Corporation, with which it has a loan agreement, and Catskill Watershed Corporation making the funds to pay the Seller available so same can be wired in accordance with Paragraph 6a above.
- b. Buyer obtaining suitable agreement with Mass Coastal Railroad concerning removal of the Goods from the Hyannisport , Massachusetts Railyard.
- c. Buyer undertaking lien searches at Surface Transportation Board, as well as State and County searches against Seller, showing the Goods to be free and clear of all liens.

9. 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.
- d. The failure to make available or deliver the Goods in the time and manner provided for under this Contract.

10. 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

Buyer's Initials  *MWC*

Seller's Initials  *FPPJ*

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.

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

12. 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.

13. 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: Fred Pegnato
P.O. Box 1026
Monument Beach, MA
02553

If for Buyer: Catskill Revitalization Corporation "dba" Delaware & Ulster Railroad
Post Office Box 355
Arkville, New York 12406

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.

Buyer's Initials DS MC

Seller's Initials DS FPPJ

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 Massachusetts. Jurisdiction for any litigation related to this Contract shall be exclusive to Barnstable County. 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, 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: Catskill Revitalization Corporation
"dba" Delaware & Ulster Railroad

Seller: Fred Pegnato,

DocuSigned by:
Wes Coates
9/2/2020 | 9:53 AM PDT

DocuSigned by:
Fred P. Pegnato, Jr
8/31/2020 | 2:48

Printed Name: Wes Coates, Executive Director
CRC / General Manager - D&U Railroad

Printed Name: Fred Pegnato, Owner

EXHIBIT A

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Boston & Maine Rail Diesel Car #1001	1	\$40,000.00	\$40,000.00
		Total: \$ 40,000.00	

Buyer's Initials Wes Coates

Seller's Initials FPPJ

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 ^{DS}
JWC

Seller's Initials ^{DS}
FPPJ