

RAILROAD EQUIPMENT SALES CONTRACT

THIS RAILROAD EQUIPMENT SALES CONTRACT (“Contract”), is entered into as of August 8, 2018 2018 (Effective Date) by and between California Zephyr Railcar Charters (hereinafter “Seller”) and Cuyahoga Valley Scenic 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 August 13th 2018

2. Items Purchased. Seller agrees to sell, and Buyer agrees to Buy, the railroad equipment and/or items (“Goods”) listed on Exhibit “A” and all items listed in the Silver Peak inventory list in Exhibit “B” 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. Buyer agrees to make all arrangements for the charter of the cars from Seattle, WA to Chicago, IL directly with Seller, cars to move as an official charter move and will be governed by Seller’s standard charter agreement.
- b. Buyer will take possession of Railroad Passenger Car known as “Silver Lariat” Amtrak ID #800190 and Railroad Passenger Car known as “Silver Rapids” Amtrak ID #800481 and Railroad Passenger car known as “Silver Peak” Amtrak ID #800838 in the Amtrak coach yard in Chicago, IL on or before September 20th 2018. All cars are to be in compliance with Amtrak private car standards for movement and have presentable interiors, exteriors. Buyer to inspect and accept the condition of the cars no later than September 16th 2018.
- c. The cars are sold on an “As Is Where Is” basis and it is the responsibility of the Buyer to ensure the car is in the conditioned as advertised.
- d. Sale of car include all stock items including linens, silverware cookware, appliances, glassware and stemware.
- e. Seller reserves the right to remove any personal belongings from car that are not required for car operations.
- f. Buyer agrees to pay a total of \$15,000.00 as Buyers portion of the brokerage fee to Ozark Mountain Railcar. Seller also agrees to pay an additional \$15,000.00 brokerage fee to Ozark Mountain Railcar, payable from Seller’s NET proceeds.

4. Delivery. Offer is pending an on-site inspection of the cars in Chicago immediately before the purchase. 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

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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.
- d. Seller shall ensure that the equipment retains the same general mechanical, electrical, and cosmetic condition from the date of the execution of this Contract until delivery, normal wear and tear excepted. And meets all Amtrak Private Car certification and requirements when cars are delivered to Buyer in Chicago.

6. Payment. Buyer has agreed to pay seller the total price indicated on Exhibit "A" attached hereto as follows:

- a. Buyer will make a one hundred thousand Dollar (\$100,000.00) deposit within five (5) business days from the effective date of this contract. This deposit is non-refundable except in the event of a material breach by seller (including, without limitation, failure to deliver all cars to buyer on or before September 20, 2018 or if any of the cars are materially damaged, destroyed, or otherwise lost prior to delivery. Payment will be made via wire transfer directly to OMR's escrow account.
- b. Final Payment in the amount of \$714,285.71 shall be made via wire transfer to OMR's escrow account, on or before September 17th, 2018 upon Buyer's final acceptance of cars in Chicago, IL.

Wire instructions are included the last of this document.

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. 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.

9. 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 ten (10) days

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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: California Zephyr Railcar Charters
1146 Charleston Street
Costa Mesa, CA 92626

If for Buyer: Cuyahoga Valley Scenic Railroad
P.O. Box 158
Peninsula, OH 44264

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.

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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 Railcars 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: Cuyahoga Valley Scenic Railroad

Seller: California Zephyr Railcar Charters

DocuSigned by:

8/10/2018 | 1:25 PM CDT

DocuSigned by:

8/9/2018 | 6:02 PM CDT

Joseph W. Mazur

Burt Herme

Printed Name: Joseph W. Mazur

Printed Name: Burt Herme

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EXHIBIT A

Item Description	Quantity	Unit Price	Total Price
Railroad Passenger Car known as "Silver Lariat" Amtrak ID #800190	1	\$557,142.86	\$557,142.86
Railroad Passenger Car known as "Silver Rapids" Amtrak ID #800481	1	\$192,857.14	\$192,857.14
Railroad Passenger car known as "Silver Peak" Amtrak ID #800838	1	\$64,285.71	\$64,285.71

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EXHIBIT "B"

(Contents of "Silver Peak" Amtrak ID #800838)

1. 75 kva dry stack transformer, 3 phase (I believe that's the size)
2. 8 foot work bench
3. Dome side and windshield sashes
4. New rubber window gasket various shapes.
5. Assorted glass and lexan window glazing for the fleet.
6. Various gauges Exane wire
7. Various hand and power tools
8. Assorted fasteners
9. 100 gallon polyethylene holding tank
10. 30" wide x 10' (?) long by 12' high scaffold with casters.
11. various wall covering fabrics
12. Commercial refrigerator, 2-door reach-in 49 cu ft. (mfg True)
13. Commercial Chest Freezer, 10 cu ft? (mfg Arctic Air)
14. AMP hydraulic crimper with hand pump and dies for 4/0 and 1/0 wire

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16. 25 foot HEP cables, 1/0 wire (300 amp capacity) with Amtrak ends
17. 50' cable, HEP plug one end, twist lock commercial plug (60 amp) other end.
18. One complete car side of Budd fluting
19. Microphor LF 210 china toilets
20. Microphor LF-219 china toilet
21. various Microphor valves and repair parts
22. oxy-acetylene torch set
23. Delta table saw, 3/4 hp
24. Bench mount drill press
25. Band-type cutoff saw
26. 6 Budd 7 1/2 inch disc brake wheel cylinders
27. 1 D22 service portion
28. 1 D22 emergency portion
29. 1 D22 control reservoir
30. 1 D22 pipe bracket
31. Approx 30 Budd brake shoe backing plates, some needing new rivets
32. Various Budd disc brake parts
33. Decelostat valves for P3 and E5. (not axle heads)
34. Various wrench sets
35. Wheel bench grinder

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 the wire desk at our local branch at 417-334-4355 Ext 24149)

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



DocuSign Envelope ID: C6872D85-E382-488E-B1A3-2008321C3F0B, Buyer 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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