

**PLEASE NOTE: The contents of this contract are to be considered CONFIDENTIAL.**  
**Please do not post online or release to third parties.**  
**EXCLUSIVE BROKERAGE CONTRACT**

THIS EXCLUSIVE BROKERAGE CONTRACT (“Contract”), is entered into as of the 5th day of February 2018 (the “Start Date”), by and between Missouri Rail Group, LLC, d/b/a Ozark Mountain Railcar (hereinafter “OMR”), and Poway Midland Railroad Volunteers Inc. (hereinafter “Client”).

**RECITALS**

A. Client owns certain railroad equipment (“Goods”) that it desires to sell, and it wishes to retain OMR’s services for the purpose of selling said railroad equipment.

**AGREEMENT**

1. Description of Services. Beginning on the Start Date, OMR will provide the following services to Client (collectively, the “Brokerage Services”) in order to assist client with selling the Goods listed in Exhibit “A”.

OMR will:

- a. Market and/or advertise the Goods to potential buyer(s);
- b. Assist Client with negotiating sales contract with potential buyer(s);
- c. Facilitate the sale of the Goods to potential buyer(s); and
- d. Complete the transfer of funds from potential buyer(s) to Client.

By entering into this Contract, the parties agree that OMR has the exclusive right to sell the Goods during the entire duration of the Contract. If during the duration of the Contract Client sells the Goods without OMR’s permission or knowledge, Client agrees that it will pay OMR the commission it is entitled as set forth herein.

2. Compensation of OMR. As compensation for the Brokerage Services provided to Client by OMR, Client agrees to permit OMR to add up to a \$10,000.00 commission to Clients NET price of \$150,000.00 as compensation to OMR (the “Compensation”). The Compensation will be earned by OMR when and if OMR produces a buyer ready, willing and able to purchase the Goods being sold by Client. Client agrees to pay the Compensation earned by OMR in a lump sum payment, which shall be due no later than five (5) business days from the completion of the transaction between Client and potential buyer(s). In the event the transaction between Client and potential buyer(s) is not completed, and OMR still produced a ready, willing and able Buyer, OMR is still entitled to the Compensation, which shall be due no later than five (5) business days from the date the transaction is terminated by either Client or potential buyer(s). Any compensation not paid to OMR when due shall accrue interest at the rate of eighteen percent (18%) per annum. Should OMR have to retain the services of an attorney and/or collection agency for purposes of collecting the Compensation, Client agrees that it will pay OMR’s reasonable attorney’s fees and costs.

Client’s Initials 

Client shall pay the Compensation to OMR if the Goods are sold and/or exchanged by Client or any other person during the term of this Contract or if a sale and/or exchange is made, directly or indirectly, within ninety (90) days after the expiration of this Contract or any extension hereof, to any person to whom OMR submitted the Goods and whose name was disclosed to Client, in writing, by registered or certified mail within 10 days of the expiration of this Contract or any extension hereof.

3. Client to Disclose Inquiries and Offers. Client will refer and disclose all inquiries and/or offers received from potential buyer(s), directly or indirectly, to OMR.

4. Contract Duration. This Contract shall automatically terminate six months from the Start Date, or upon completion by OMR of the Brokerage Services set forth herein. Additionally, Client can terminate the Contract at any time upon thirty (30) days' written notice delivered to OMR. In the event this Contract is terminated without completing the sale of the Goods, Client agrees to pay OMR the Compensation described in Section 2 above, if Client sells to a buyer(s) who is on OMR's contact list, or an individual or corporation that has a Buyers Contract with OMR, within 180 days of termination. If Client terminates contract before end of term, Client agrees to pay OMR a \$1,000.00 marketing fee.

5. Confidential Information. OMR, its employees, agents and/or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of OMR or divulge, disclose or communicate in any manner, any information that is proprietary to Client. OMR, its employees, agents and/or representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after termination of this Contract.

6. Errors or Omissions. OMR makes all reasonable efforts to ensure that all information provided through OMR and/or its website is accurate; however, it is possible from time to time there may be occasional errors or omissions, for which OMR shall not be held responsible for. OMR makes no representation or warranty, express or implied, as to the accuracy or completeness of the information provided or the contents of its website. Neither OMR nor its related companies, associates, directors, officers, employees or agents shall have any liability to any person(s) or entity(ies) for any direct, special, indirect or consequential damages, or any other damages of any kind whatsoever, or for costs or expenses resulting from their use of information provided by OMR or the contents of its website. Any and all decisions which may be based on information provided by OMR, its employees, agents and/or representatives, or information provided on its website, are entirely the responsibility of the potential buyer(s).

7. 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 pay the Compensation to OMR), the non-defaulting party may elect to terminate this Contract if such default is not cured within fifth teen (15) days of providing written notice of the default to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

Client's Initials 

Unless waived by the party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

8. 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 OMR: Ozark Mountain Railcar  
P.O. Box 167  
Kirbyville, MO 65679  
417-336-2401

If for Client: Poway Midland Railroad Volunteers Inc.  
P.O. Box 1244  
Poway, CA 92074

9. 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.

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

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

13. 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.

14. 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.

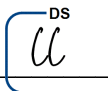
Client's Initials 

EXHIBIT "A"

- Los Angeles Electric Railway Trolley #57

"OMR" By:  
Missouri Rail Group, LLC, d/b/a  
Ozark Mountain Railcar

"Client" By: Poway Midland Railroad Volunteers Inc.

DocuSigned by:  
*John Suscheck* 2/5/2018 | 12:07 PM CST

By: John Suscheck, CEO

DocuSigned by:  
*Chuck Cross* 2/7/2018 | 12:38 PM CST

Printed Name: Chuck Cross  
Title (if applicable): President  
Email: cvcross@cox.net

Client's Initials 