

**OZARK MOUNTAIN RAILCAR**  
**ESCROW AGREEMENT**

THIS AGREEMENT made and entered into this 6<sup>th</sup> day of February , 2023 by and among West Railcar and Fabrication L.L.C, (hereinafter referred to as “Seller”); Urban Genesis L.L.C. , (hereinafter referred to as “Purchaser”); and Missouri Rail Group L.L.C. d/b/a Ozark Mountain Railcar. (hereinafter referred to as “Escrow Agent”);

WITNESSETH

WHEREAS, Seller and Purchaser have entered into a Contract for Purchase and Sale of PCC Trolley Car #2160, dated February 6<sup>th</sup> 2023.

WHEREAS, Purchaser and Seller desire to have Escrow Agent receive full payment as described in the sales contract between Buyer and Seller.

NOW THEREFORE, in consideration of the premises and of good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Purchaser and Seller hereby appoint Missouri Rail Group L.L.C. d/b/a Ozark Mountain Railcar as Escrow Agent hereunder.
2. Purchaser will deliver and deposited with Escrow Agent the amount of \$15,000.00 dollars, representing the payment in full as required by the Sales Contract. The Escrow Agent agrees to transfer the Seller’s NET proceeds into Seller’s account no later than 24-72 hours from receipt by Escrow Agent. (Accounting for receipt by Escrow Agent per time of day and day of the week).
3. The parties hereto covenant and agree that in performing any of its duties under this Agreement, Escrow Agent shall not be liable for any loss, costs or damage which it may incur as a result of serving as Escrow Agent hereunder.
4. Purchaser and Seller hereby agree to indemnify and hold harmless Escrow Agent against any and all loss, costs, damage, charge liability or expense, including without limitation, court costs and attorneys’ fees, which it may sustain or incur in connection with its serving as Escrow Agent hereunder.
5. All notices, demands and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and shall be effective upon receipt thereof whether delivered personally or by first class registered or certified United States Mail with postage prepaid and return receipt requested, addressed to each party at the following address:

Escrow Agent: Missouri Rail Group L.L.C. d/b/a Ozark Mountain Railcar  
P.O. Box 167  
Kirbyville, MO 65679

Seller: West Railcar and Fabrication L.L.C.  
51 Railcar Road  
Warren, Pennsylvania 16365

Purchaser: Urban Genesis L.L.C.  
202 Avondale St.  
Houston, TX 77006

DS  
MG

DS  
BW

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the date and year first above written.

Seller: West Railcar and Fabrication L.L.C.\_\_\_\_

DocuSigned by:

*Byron West*

2/6/2023 | 10:35 AM PST

BA7143112FA245A...  
Printed Name Byron West

Buyer: Urban Genesis L.L.C.

DocuSigned by:

*Michael Gavia*

2/7/2023 | 11:33 AM CST

DE574F804DND6  
Printed Name Michael Gavia

Escrow Agent: Missouri Rail Group L.L.C. d/b/a Ozark Mountain Railcar

DocuSigned by:

*John Suscheck*

2/6/2023 | 12:12 PM CST

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John Suscheck, CEO