

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“Agreement”), is entered into as of the 7th day of August 2018, by and between Missouri Rail Group, LLC, d/b/a Ozark Mountain Railcar (hereinafter “Consultant”) and City of Noblesville (hereinafter “Client”).

RECITALS

- A. Consultant has extensive knowledge, experience, and expertise related to the railroad industry and sale of railroad equipment.
- B. Client wishes to retain the services of Consultant based on said knowledge, experience and expertise of the railroad industry and sale of railroad equipment.
- C. Client is willing to engage Consultant as an independent contractor, and not as an employee, on the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

1. Engagement.
 - a. The Client hereby engages Consultant to render, as an independent contractor, the consulting services described below, and such other services as may be agreed to in writing by the Client and Consultant from time to time.
 - b. The consulting services provided by Consultant will include but not be limited to the following:
 - i. Providing Appraisal Services for rail equipment abandoned on Client’s property
 - ii. Provide recommendations on the best method for equipment disposal, sale and/or removal.
 - iii. Consult and provide advice and knowledge with respect to all aspects of the railroad industry.
 - c. Consultant agrees to communicate with Client about any matter arising out of the services being provided by Consultant.
 - d. Consultant hereby accepts the engagement to provide consulting services to the Client on the terms and conditions set forth herein.
2. Term. This Agreement will commence on the date first written above, and unless modified by the mutual written agreement of the parties, shall continue until the satisfactory completion of the services set forth in Section 1(b)(ii) above.

3. Compensation.

- a. Client agrees to pay Consultant the following agreed upon lump sum payment for its Railroad Equipment Appraisal services: \$9,000.00
- b. Client agrees to pay Consultant for all travel related expenses to include but not limited to the following. Consultant will provide a details expense report to Client for reimbursement.
 - a. Airfare from Springfield Missouri to Indianapolis, Indiana and return.
 - b. Rental Car expenses.
 - c. Travel time at \$75.00 per hour with a 10-hour minimum.
 - d. Hotel expense
- c. Any costs incurred as a result of Consultant's services will be the responsibility of Client. Client agrees to compensate Consultant for any costs expended in relation to the consultation agreed upon herein.

4. Consultant's Business Activities. During the term of this Agreement, Consultant may be engaged in other activities, which are or may be, directly or indirectly, competitive with the business activities of the Client without obtaining the prior written consent of the Client.

Consultant shall devote such time, attention and energy to the business and affairs of the Client as requested by the Client, subject to the availability of the Consultant.

5. Confidential Information. Consultant agrees that any information received by Consultant in relation to its consultation services concerning the personal or financial affairs of the Client, will be treated as confidential. Further, Consultant agrees not to disclose any information learned during the course of consultation without first gaining approval to disclose such information from Client.

6. Termination. Either party may terminate this agreement upon 90 days written notice to the other party. Such termination shall not terminate Consultant's right to compensation under this Agreement in the event a sale occurs as a result of the services provided by Consultant to any person(s) and/or entity with whom Consultant had any dealings on behalf of Client.

7. Notices. All notices required or permitted under this Agreement 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:

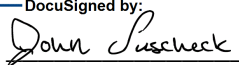
If for Client: City of Noblesville
 c/o Steve Cooke, Deputy Mayor
 16 S. 10th Street
 Noblesville, IN 46060

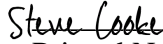
If for Consultant: Missouri Rail Group, LLC, d/b/a Ozark Mountain Railcar
c/o R. John Suscheck
P.O. Box 167
Kirbyville, MO 65679

- 8. Representations. By entering into this Agreement, Consultant makes no representations or guarantees as to the outcome of the services provided herein. Client agrees that Consultant will not be liable for any results obtained as a result of the consulting services provided by Consultant.
- 9. Amendment. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 10. Severability. If any provision of this Agreement 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 Agreement 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.
- 11. Entire Agreement. This Agreement 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 Agreement can only be amended or changed by a written document signed by both Client and Consultant. This Agreement supersedes any prior written or oral agreements that may exist between the parties.
- 12. Construction and Attorney's Fees. This Agreement shall be construed under the law of the state of Missouri. Jurisdiction for any litigation related to this Agreement shall be exclusive to Taney County, Missouri. In the event Consultant has to bring suit on account of Client's breach of this Agreement, Consultant shall be entitled to reimbursement for its reasonable attorney's fees and costs incurred therein.

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

"Client" By: City of Noblesville

DocuSigned by:

 8/8/2018 | 1:59 PM CDT
 By: John Suscheck, CEO

DocuSigned by:

 8/8/2018 | 3:23 PM CDT
 Printed Name: Steve Cooke
 Title (if applicable): Deputy Mayor