

**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 28<sup>th</sup> day of August, 2019 (the "Start Date"), by and between Missouri Rail Group, LLC, d/b/a Ozark Mountain Railcar (hereinafter "OMR"), and Sandton Rail Company LLC (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 sale of railroad equipment as listed in "Exhibit A" also known as the Goods:

- 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. OMR agrees it will not advertise the Goods on its website without prior written approval from Client.

2. Compensation of OMR. In exchange for the Brokerage Services provided by OMR, Client agrees to permit OMR to add a commission to Clients NET price per item equal to the lesser of 1) the amounts listed on the commission schedule in Exhibit "A" and 2) 10.0%. Client agrees to pay OMR 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).

3. Contract Duration. This Contract shall automatically terminate (12) twelve months from the Start Date, or upon completion by OMR of the Brokerage Services set forth herein ("Term"). Additionally, Client can terminate the Contract at any time upon thirty (30) days' written notice delivered to OMR. Client agrees to pay OMR the Compensation described in Section 2 above if Client sells any Goods during the Term, or in the event this Contract is terminated within 180 days of termination, to (1) a buyer(s) who is on OMR's contact list and OMR has engaged with in direct discussions regarding the sale of the Goods or (2) an individual or corporation that has a Buyers Contract with OMR.

4. 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.

Client's Initials 

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.

5. 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. 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).

6. 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 fifteen (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. 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.

7. 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: Sandton Rail Company LLC  
16 West 46th Street  
New York, NY 10036  
212.444.7218

8. 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.

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

Client's Initials



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. 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.

12. 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.

13. 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 of a litigation related to an alleged breach of this Contract, once a court of competent jurisdiction has entered a final, unappealable order, the prevailing party shall be entitled to reimbursement from the non-prevailing party 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.

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

"Client" By:  
Sandton Rail Company LLC

DocuSigned by:  
 8/28/2019 | 1:25 PM CDT  
210F1B8E711848E...  
By: John Suscheck, CEO

  
By: Robert Rice, Authorized Signatory


Client's Initials 

Exhibit "A"

(Note: All commissions are a Buyer's Premium and added to sellers NET price, NET prices are not listed in this document due to the occurrence of Seller making price reductions.)

<u>Old Reporting Mark</u>	<u>New Reporting Mark</u>	<u>OMR Commission</u>
SLRG 3009	SDCX 3009	\$10,000
SLRG 3010	SDCX 3010	\$10,000
SLRG 18	SDCX 18	\$10,000
SLRG 20	SDCX 20	\$5,000
SLRG 1744	SDCX 1744	\$5,000
MH 89	SDCX 89	\$5,000
MNZX aka SLRG 787	SDCX 787	\$5,000
MNZX aka SLRG 788	SDCX 788	\$5,000
SLRG 9163	SDCX 9163	\$5,000
SLRG 508	SDCX 508	\$10,000
SLRG 1394	SDCX 1394	\$10,000
SLRG 3007	SDCX 3007	\$10,000
SLRG 3008	SDCX 3008	\$10,000
SNC 52	SDCX 52	\$7,500
SNC 56	SDCX 56	\$7,500
SLRG 807	SDCX 807	\$5,000
SLRG 808	SDCX 808	\$5,000
SNC 821	SDCX 821	\$5,000
SLRG 3001	SDCX 3001	\$10,000
SLRG 3002	SDCX 3002	\$10,000
SLRG 510	SDCX 510	\$10,000
SLRG 3003	SDCX 3003	\$10,000
SLRG 3004	SDCX 3004	\$10,000
SLRG 3005	SDCX 3005	\$10,000
SLRG 3006	SDCX 3006	\$10,000
SLRG 551	SDCX 551	\$10,000
MH 1070	SDCX 1070	\$5,000
MH 1080	SDCX 1080	\$7,500
SLRG 2920	SDCX 2920	\$5,000
SLRG 2948	SDCX 2948	\$7,500
SLRG 2968	SDCX 2968	\$5,000
SLRG 2974	SDCX 2974	\$2,500
SLRG 5461	SDCX 5461	\$7,500
SLRG 509	SDCX 509	\$10,000
SLRG 512	SDCX 512	\$10,000
MH 02	SDCX 02	\$5,000

Client's Initials 

SC 1101	SDCX 1101	\$7,500
SC 1102	SDCX 1102	\$7,500
SNC 5	SDCX 5	\$5,000
MH 88	SDCX 88	\$5,000

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Client's Initials BB