

**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 14th day of December, 2020 (the “Start Date”), by and between Missouri Rail Group, LLC, d/b/a Ozark Mountain Railcar (hereinafter “OMR”), and Redwood Empire, L.L.C. & SF-PV, L.L.C. (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

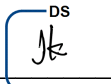

1. Description of Services. Beginning on the Start Date, OMR will provide the following services to Client (collectively, the “Brokerage Services”) in order to assist client with sale of railroad equipment as listed in “Exhibit A” also known as the Goods:

- 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. 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. In exchange for the Brokerage Services provided by OMR, Client agrees to permit OMR to add a \$10,000.00 commission to Client’s NET price. 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). 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.

3. Contract Duration. This Contract shall automatically terminate (1) one year 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

Client’s Initials  

Contract with OMR, within 180 days of termination. If client cancels contract without completing the contract term. Client agrees to compensate OMR \$1,000.00 for marketing efforts.

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. 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 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).

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

If for Client: Redwood Empire Railcar L.L.C.
c/o Jon Kirchanski
243 Reynard Lane
Vallejo, CA 94591
genrail1@outlook.com

Client's Initials 

If for Client: SF-PV, L.L.C.
c/o Gregory J. Ryken
750 Battery Street
7th Floor
San Francisco, CA 94111
greg@rykenlaw.com

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.

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.

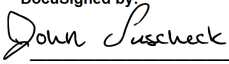
11. Entire Agreement. This Contract constitutes the entire agreement between the parties, and no oral agreements or statements will be effective or binding on either party. The provisions of this Contract can only be amended or changed by a written document signed by both Client and OMR. This Contract 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 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.

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

"Client : Redwood Empire Railcar L.L.C.

DocuSigned by:

12/14/2020 | 10:58 AM CST
By: John Suscheck, CEO
genrail1@outlook.com

DocuSigned by:

12/14/2020 | 9:21 AM PST
Printed Name: Jon Kirchanski
Email: genrail1@outlook.com

Client's Initials  

“Client : SF-PV, L.L.C.

DocuSigned by:

Gregory J. Ryken

12/14/2020 | 11:02 AM CS

Printed Name: Gregory J. Ryken

Email: greg@rykenlaw.com

EXHIBIT “A”

1. Railroad Passenger Car known as “Redwood Empire” Amtrak ID# 8000233

Client's Initials 