

**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 26th day of August, 2021 (the “Start Date”), by and between Missouri Rail Group, LLC, d/b/a Ozark Mountain Railcar (hereinafter “OMR”), and Chemin de Fer Orford Express 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 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.

- a. In exchange for the Brokerage Services provided by OMR, Client agrees to permit OMR to add a commission to each item listed as outlined in “Exhibit A”. 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 and payment 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.
- b. If OMR sells Client’s railcars and locomotives, and the total price of the sale exceeds \$3,000,000.00 (U.S. Funds). Client agrees to pay OMR an additional commission that equals 10% of total sales price in excess of \$3,000,000.00 (U.S. Funds)

Client’s Initials 

3. Contract Duration. This Contract shall automatically terminate on August 16th 2022, 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. Save and except if the Client sells to Goods to Francis Rebello and/or Nikolas Ray and/or Martin Desautels and/or Jean-Francois Tremblay and/or Donald Thompson and/or a company owned by them or to be incorporated by them for the purpose of purchasing the Goods. In the event of termination of the contract, OMR undertakes to provide Client with its contact list and list of Buyers Contracts within ten (10) days of said termination. Contacts and Buyers Contracts will be for customers who have expressed an interest only in Client's rail equipment as listed in Exhibit "A" If client cancels contract without completing the contract term, Client agrees to compensate OMR \$5,000.00 for marketing efforts.

4. Right of First Refusal. OMR acknowledges that he has been informed by Client that the latter has entered into a contract with Francois Rebello and/or Nikolai Ray and/or Martin Desautels and/or Jean-Francois Tremblay and/or Donald Thompson and/or a company owned by them or to be incorporated by them for the purpose of purchasing the Goods (Potential Purchaser), which grants Potent Purchaser the right of first refusal on any offer made in good faith by a potential buyer. OMR undertakes to provide Client with any offer made in good faith by a potential buyer and grants Client a delay of fifteen (15) days in order that Client obtain a written response from Potential Purchaser indicating that they intend to avail themselves of their right of first refusal. The parties agree that in the event of Potential Purchaser availing themselves of their right of first refusal, the Compensation shall be payable to OMR in accordance with the terms of this Contract.

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 indefinitely 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).

Client's Initials 

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 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.

8. Notices. All notices required or permitted under this Contract, shall be in writing and sent as an attachment to an email utilizing the email addresses for OMR and for Client.

If for OMR: Ozark Mountain Railcar
P.O. Box 167
Kirbyville, MO 65679 United States
rjs@ozarkmountainrailcar.com

If for Client: Chemin de Fer Orford Express Inc.
2400 rue Principale O
Magog, Quebec, J1X 0J1 Canada
elyse@palplus.ca

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.

Client's Initials 

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.

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

"Client" By: Chemin de Fer Orford Express Inc.

DocuSigned by:

9/7/2021 | 3:30 PM
By: John Suscheck, CEO

DocuSigned by:

9/7/2021 | 2:56 PM PD
Printed Name: Elyse L'Esperance
Phone Number: 819-345-4444
Email: elyse@palplus.ca

EXHIBIT "A"

<u>Equipment Identification</u>	<u>OMR Commission</u>
1. Former Canadian National Railroad Caboose	\$5,000.00
2. Railroad Dome Car known as OEXX #310	\$10,000.00
3. Railroad Locomotive known as OEXX #484	\$10,000.00
4. Railroad Locomotive known as OEXX #26	\$10,000.00
5. Railroad Passenger Car known as OEXX #6121	\$10,000.00
6. Railroad Passenger Car known as OEXX #6125	\$10,000.00

INTENTIONALLY
LEFT
BLANK

Client's Initials 