

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective as of November 1, 2011 (the "Effective Date"), by and between Rail Easy Logistics Inc. (the "Company"), and Isaac Frank McCaskill ("Employee").

WHEREAS, Employee is currently employed by the Company; and

WHEREAS, the Company and Employee desire to continue Employee's employment by the Company on the terms and subject to the conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Company and Employee agree as follows:

1. Employment and Duties.

a. The Company agrees to, and hereby does, employ Employee in the position of Rail Agent, and Employee will have the normal duties, responsibilities, and authority of such position, subject to the control of the shareholders and directors of the Company. Employee hereby accepts such employment and agrees to discharge faithfully, diligently and to the best of his ability, the normal duties and responsibilities of such position, and such further responsibilities, duties, and authority as the shareholders may reasonably assign to Employee from time to time.

2. Term. The term of this Agreement (the "Term") will be six (6) months, beginning on the Effective Date stated above. There will be no extension of the Term or renewal of this Agreement unless expressly agreed to in writing by the parties. Either party may terminate this Agreement during the Term pursuant to Paragraph 4 of this Agreement, and the date of such termination will be deemed the end of the Term.

3. Compensation and Benefits.

a. Commission. The Company will pay Employee a commission ("Commission") equal to fifty percent (50%) of all Net Commission Revenue (as hereinafter defined) generated by Employee during the Term which is received by the Company either during the Term or within 120 days after the end of the Term. Notwithstanding anything in this Agreement to contrary, no Commission will be paid to Employee after 120 days after the end of the Term. The Company will not pay a base salary to McCaskill, or any compensation other than the Commission and other benefits expressly set forth herein. As used in this Agreement, the term "Net Commission Revenue" means the amount of commission revenue, including lease car commission revenue, received by the Company which is not payable to any other person or company.

b. Health and Dental Insurance. During the Term, the Company will provide, at the Company's sole cost and expense, health and dental insurance coverage to Employee and Employee's family, at substantially the same level of benefits as provided to Employee and Employee's family by the Company immediately prior to the Effective Date. At the end of

the Term, any continuation of health or dental insurance coverage that may be made available to Employee or Employee's family by such insurers or any other person will be at Employee's sole cost and expense.

c. Other Benefits. Employee will not be entitled to any other benefits, regardless of whether the Company now makes or may hereafter elect to make other benefits available to other employees of the Company.

d. Business-Related Expenses. The Company will reimburse Employee for all ordinary and necessary business expenses actually incurred by Employee in the performance of his duties; provided, however, as conditions to reimbursement, such expenses must be pre-approved in writing by the Company before they are incurred, and must be subsequently supported by vouchers, receipts, or similar documentation.

4. Termination.

a. Termination by the Company. The Company may immediately terminate this Agreement, and Employee's employment hereunder, upon the occurrence of any of the following events:

- i. Employee's death;
- ii. Employee's material breach of any of the terms of this Agreement;
- iii. Employee's gross negligence or willful malfeasance in the performance of duties hereunder;
- iv. Employee's filing of a petition in bankruptcy or making an assignment for the benefit of creditors; or
- v. Employee's conviction of a felony or of a lesser crime involving moral turpitude or acts of dishonesty.

b. Termination by Employee. This Agreement, and Employee's employment hereunder, may be terminated by Employee upon giving thirty (30) days' written notice to the Company.

c. Effect of Termination. At the end of the Term, whether by termination under this Paragraph 4, or by expiration of the Term under Paragraph 2 above, the Company will (i) pay or provide to Employee all unpaid and owing compensation and benefits; (ii) complete all documentation or other actions reasonably necessary to allow Employee to continue in force, at his sole cost and expense, all health insurance benefits provided to Employee by the Company during the Term.

5. Income Tax Withholding. The Company will withhold from any compensation or benefits payable under this Agreement all federal, state, city, or other taxes as will be required pursuant to any law or governmental regulation or ruling.

6. Assignment. Neither this Agreement nor the rights and duties arising hereunder will be assigned by either party or enforceable by any successor or assignee of either party without the prior written consent of the other party. This Agreement will be binding upon, and inure to the benefit of, Employee, Employee's heirs, the Company, and their respective permitted successors and assigns.

7. Governing Law; Venue; Attorneys' Fees. This Agreement will be governed by and construed under the laws of the State of Florida, without regard to conflicts of laws principles. The venue for the resolution any dispute arising out of or relating to this Agreement will be Duval County, Florida, and no other location. In any legal, arbitration, or equitable proceeding brought by either party to enforce any provision of this Agreement, the prevailing party will be entitled to recover attorneys' fees and costs from the non-prevailing party, including without limitation any attorneys' fees or costs incurred before, during, or after trial, on appeal, or in bankruptcy proceedings.

8. Severability. In case any one or more of the provisions or part of a provision contained in this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality, or unenforceability will be deemed not to affect any other provision or part of a provision of this Agreement. The parties agree that this Agreement will be reformed and construed in such jurisdiction as if such provision or part of a provision held to be invalid, illegal, or unenforceable had never been contained herein, and such provision or part will be reformed so that it would be valid, legal and enforceable in such jurisdiction to the maximum extent possible.

9. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Company and Employee, with respect to the subject matter hereof. This Agreement supersedes any prior agreement, written or oral, between the Company and Employee pertaining to the subject matter hereof. This Agreement may not be amended, waived, changed, modified or discharged except by an instrument in writing executed by both of the parties hereto.

10. Waiver and Further Agreement. Any waiver of any breach of any terms or conditions of this Agreement will not operate as a waiver of any other breach of such terms or conditions or any other term or condition, nor will any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof.

11. Notices. All notices, demands and communications required or desired to be given in connection with this Agreement must be in writing and will be deemed given on the date received, if personally delivered, or on the third day after mailing if sent by certified or registered mail, postage prepaid, return receipt requested, and addressed to the location set forth below the signatures of the respective parties hereto or to such other location as the party subsequently designates in writing.

12. Headings of No Effect. The paragraph headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

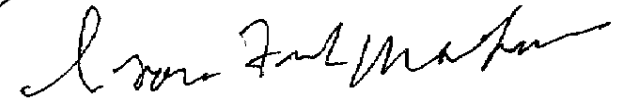
13. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this EMPLOYMENT AGREEMENT as of the date first above written.

COMPANY

EMPLOYEE

Rail Easy Logistics Inc., a Florida corporation



By

Richard D. Gould, President

Isaac Frank McCaskill

Address:
12718 Gathering Oaks Drive
Jacksonville, Florida 32258

Address:
87029 Kipling Drive
Yulee, Florida 32097