

Museum Manager At Will Employment Agreement

Employment Agreement, Feather River Rail Society (the "Company") and John S. Walker (the "Employee").

For good consideration, the Company employs the Employee on the following terms and conditions:

I. **Term of Employment.** Subject to the provisions for termination set forth below this agreement will begin on November 15th, 2006, and end on February 14th, 2007, unless sooner terminated. The employment herein described is "at will" in that Employee serves in the absolute discretion of the Board of Directors.

II. **Salary.** The Company shall pay Employee a salary of \$2,500 per month, for the period November 15th, 2006 through February 14th, 2007, for the services of the Employee, payable bi-monthly in equal installments of \$1,250 per pay period less applicable deductions. During the Term, Employee shall be entitled to participate in any group insurance, qualified pension, hospitalization, medical health and accident, disability, or similar plan or program of the Company now existing or hereafter established to the extent that he is eligible under the general provisions thereof. Notwithstanding anything herein to the contrary, however, Company shall have the right to amend or terminate any such plans or programs.

III. **Duties and Position.** The Company hires the Employee in the capacity of Museum Manager, responsible for management of all day to day and revenue producing operations of the Western Pacific Railroad Museum in Portola, California. Due to the nature of Employee's position, including comparing and evaluating of alternative courses of action and independently determining a course of action over matters of significance, free from immediate direction, this position exempt from overtime pay under the Fair Labor Standards Act. The parties understand and agree that Employee may, under the circumstances of the Company's daily business, perform non-managerial duties of a routine nature, however, such duties are not to exceed two hours during any regular workday. The Employee's duties may be reasonably modified at the Company's discretion from time to time.

Acknowledgement :

Company initials

Employee initials

IV. **Employee to Devote Full Time to Company.** The Employee will devote full time, attention, and energies to the business of the Company, and, during this employment, will not engage in any other business activity, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage. Employee is not prohibited from making personal investments in any other businesses provided those investments do not require active involvement in the operation of said companies.

V. **Confidentiality of Proprietary Information.** Employee agrees, during or after the term of this employment, not to reveal confidential information, or trade secrets to any person, firm, corporation, or entity. Should Employee reveal or threaten to reveal this information, the Company shall be entitled to an injunction restraining the Employee from disclosing same, or from rendering any services to any entity to whom said information has been or is threatened to be disclosed, the right to secure an injunction is not exclusive, and the Company may pursue any other remedies it has against the

Employee for a breach or threatened breach of this condition, including the recovery of damages from the Employee.

VI. **Reimbursement of Expenses.** Pursuant to Company policy and only when approved in advance by the President, the Company shall reimburse reasonable Employee business expenses after the Employee presents an itemized account of expenditure.

VII. **Administrative Leave.** Due to the seasonal nature of the Company's business, Employee will report to work during normal business hours between the dates of November 15th and December 15th. Employee will not be expected to report for work, nor to attend monthly Board of Director's Meetings, between December 16th and February 14th, but shall be considered to be on paid administrative leave during these dates and shall be entitled to receive salary under the terms above. The position of Museum Manager does not qualify for paid vacation.

VIII. **Sick Leave.** Subject to applicable state and federal law, Employee is granted sick leave pay in an amount not to exceed ten working days during the contract period. Absence from work due to illness or any other reason in excess of ten days shall terminate the agreement unless the Board of Directors approves an unpaid leave of absence for a limited, specified period. Sick leave is not cumulative and does not inure to the benefit of the Employee at the termination of the agreement.

IX. **Termination of Agreement.** The Company reserves the right to terminate employment without prior notice for any good cause including, but not limited to, breach of the terms of this agreement, failure or refusal to perform assigned duties, conviction of a felony or of a misdemeanor involving moral turpitude. Due to the at will nature of the relationship between Company and Employee, the Company may terminate this agreement for any reason at any time upon 30 days' written notice to the Employee. If Company requests, Employee will continue to perform his/her duties and will be paid for actual work performed up to the date of termination. The Employee may terminate employment upon 30 days' written notice to the Company. Employee may be required to perform his or her duties and will be paid for actual work performed up to date of termination.

X. **Death Benefit.** Should Employee die during the term of employment, the Company shall pay to Employee's estate any compensation due through the end of the month in which death occurred.

XI. **Assistance in Litigation.** Employee shall upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment.

XII. **Effect of Prior Agreements.** This Agreement supersedes any other agreement between the Company and the Employee, and any other agreement, expressed or implied, is null and void.

XIII. **Settlement by Arbitration.** Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court with jurisdiction.

XIV. **Limited Effect of Waiver by Company.** Should Company waive breach of any provision of this agreement by the Employee, that waiver will not operate or be construed as a waiver of further breach by the Employee.

XV. **Severability.** If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect. If this agreement is held invalid or cannot be enforced, then contract shall be deemed terminated.

XVI. **Assumption of Agreement by Company's Successors and Assignees.** The Company's rights and obligations under this agreement will inure to the benefit and be binding upon the Company's successors and assignees.

XVII. **Oral Modifications Not Binding.** This instrument is the entire agreement of the Company and the Employee. Oral changes have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

Signed this ____ day of _____ 20____.

Company

Employee