

RECORDATION NO. 30907
FILED August 27, 2013 01:15
SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036
—
(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

August 27, 2013

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Equipment LP Lease, dated as of August 22, 2013, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor: Altec Capital Services, LLC
33 Inverness Center Parkway
Suite 200
Birmingham, Alabama 35242

[Lessee: Southern National Track Services, Inc.
6550 Griffin Road
Suite 103
Davie, Florida 33314]

Chief, Section of Administration
August 27, 2013
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A description of the railroad equipment covered by the enclosed document is:

1 Remanufactured Harsco Mark III Tamper, Chassis Model HCTR130J2, S/N RM3581754.

A short summary of the document to appear in the index is:

Equipment LP Lease.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Edward M. Luria

EML/bhs
Enclosures

assign its interest in this lease and sell or grant a security interest in all or any part of the Equipment without notice to or the consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor.

11. **INSPECTION.** Lessor may inspect the Equipment at any time and from time to time during regular business hours.

12. **REPAIRS.** Lessee will use the Equipment with due care and for the purpose for which it is intended. Lessee will maintain the Equipment in good repair, condition and working order and will furnish all parts and services required therefor, all at its expense, ordinary wear and tear excepted. Lessee shall, at its expense, make all modifications and improvements to the Equipment required by law, and shall not make other modifications or improvements to the Equipment without the prior written consent of Lessor. All parts, modifications and improvements to the Equipment shall, when installed or made, immediately become the property of Lessor and part of the Equipment for all purposes.

13. **LOSS OR DAMAGE.** In the event any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Lessee shall promptly notify Lessor and shall promptly pay Lessor the sum of (a) the amount of all rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this lease not yet due at the time of such payment discounted from the respective dates installment payments would be due at the rate of 2.5% per annum plus (c) the dollar amount specified in either the "Purchase Option" or the "Purchase Agreement" box on the first page of this lease. Upon payment of such amount to Lessor, such item shall become the property of Lessee, Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be credited to Lessee's obligation under this paragraph and Lessor shall be entitled to any surplus.

14. **INSURANCE.** Lessee shall obtain and maintain on or with respect to the Equipment at its own expense (a) liability insurance insuring against liability for bodily injury and property damage with a minimum limit of \$1,000,000 combined single limit and (b) physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the full replacement value of the Equipment. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for the liability coverage and as loss payee for the physical damage coverage. Each such policy shall be in such form and with such insurers as may be satisfactory to Lessor, and shall contain a clause requiring the insurer to give to Lessor at least 10 days prior written notice of any alteration in the terms of such policy or the cancellation thereof, and a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.

15. **RETURN OF THE EQUIPMENT.** Upon the expiration or earlier termination of this lease, Lessee will immediately deliver the Equipment to Lessor in the same condition as when delivered to Lessee, ordinary wear and tear excepted, at such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such delivery.

16. **ADDITIONAL ACTION.** Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to carry out more effectively the intent and purpose of this Lease, including the execution and delivery of appropriate financing statements to protect fully Lessor's interest hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessor and any assignee of Lessor is authorized to file one or more Uniform Commercial Code financing statements without the signature of Lessee or signed by Lessor or any assignee of Lessor as attorney-in-fact for Lessee. Lessee hereby grants to Lessor a power of attorney in Lessee's name, to apply for a certificate of title for any item of Equipment that is required to be titled under the laws of any jurisdiction where the Equipment is or may be used and/or to transfer title thereto upon the exercise by Lessor of its remedies upon an Event of Default by Lessee under this Lease. Lessee will pay all costs of filing any financing, continuation or termination statements with respect to this Lease including, without limitation, any documentary stamp taxes relating thereto. Lessee will do whatever may be necessary to have a statement of the interest of Lessor and any assignee of Lessor in the Equipment noted on any certificate of title relating to the Equipment and will deliver said certificate to Lessor. If Lessee fails to perform or comply with any of its agreements, Lessor may perform or comply with such agreements in its own name or in Lessee's name as attorney-in-fact and the amount of any payments and expenses of Lessor incurred in connection with such performance or compliance, together with interest thereon at the rate provided below, shall be deemed rent payable by Lessee upon demand. Lessee will furnish, from time to time on request, a copy of Lessee's complete financial package at fiscal year end.

17. **LATE CHARGES.** If any installment of interim rent or basic rent is not paid when due, Lessor may impose a late charge of up to 10% of the amount of the installment but in any event not more than permitted by applicable law. Payments thereafter received shall be applied first to delinquent installments and then to current installments.

18. **DEFAULT.** Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay when due any installment of interim rent or basic rent; (b) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for 10 calendar days following written notice thereof by Lessor to Lessee; (c) Lessee or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern or make an assignment for the benefit of creditors; (d) Lessee or any partner of Lessee if Lessee is a partnership shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or of all or a substantial part of its assets; (e) any individual Lessee, guarantor of this lease, or partner of Lessee if Lessee is a partnership shall die; (f) any financial or credit information submitted by or on behalf of Lessee shall prove to have been false or materially misleading when made; (g) an event of default shall occur under any other obligation Lessee owes to Lessor; (h) any indebtedness Lessee may now or hereafter owe to any affiliate of Lessor shall be accelerated following a default thereunder or, if any such indebtedness is payable on demand, payment thereof shall be demanded; (i) the ownership, legal or beneficial voting or not-voting, or senior management of Lessee or any direct or indirect owner of Lessee shall change by more than 50%; (j) Lessee or any direct or indirect owner of Lessee shall consolidate with or merge into, or sell or lease all or substantially all of its assets to, any individual, corporation, or other entity; (k) Lessee or guarantor shall suffer an adverse material change to its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure; and (l) any guarantor of this Lease shall breach or repudiate its guaranty obligations to Lessor or shall suffer an event or condition described in subsections (c) - (h) of this Section.

19. **REMEDIES.** Lessor and Lessee agree that Lessor's damages suffered by reason of an Event of Default are uncertain and not capable of exact measurement at the time this lease is executed because the value of the Equipment at the expiration of this lease is uncertain, and therefore they agree that for purposes of this paragraph 19 "Lessor's Loss" as of any date shall be the sum of the following: (1) the amount of all rent and other amounts payable by Lessee hereunder due but unpaid as of such date plus (2) the amount of all unpaid rent for the balance of the term of this lease not yet due as of such date discounted from the respective dates installment payments would be due at the rate of 2.5% per annum plus (3) the dollar amount specified in either the "Purchase Option" or the "Purchase Agreement" box on the first page of this lease.

Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in paragraph 18(d), an amount equal to Lessor's Loss as of the date of such occurrence shall automatically become due and immediately due and payable without notice or demand of any kind.

a) Lessor may, by written notice to Lessee, terminate this lease and declare an amount equal to Lessor's Loss as of the date of such notice to be immediately due and payable, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 19. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the same with or without instituting legal proceedings.

b) Lessor may proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this lease or to recover, for breach of this lease, Lessor's Loss as of the date Lessor's Loss is declared due and payable hereunder; provided, however, that upon recovery of Lessor's Loss from Lessee in any such action without having to repossess and dispose of the Equipment, Lessor shall transfer the Equipment to Lessee at its then location upon payment of any additional amount due under clauses (d) and (e) below.

c) In the event Lessor repossesses the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine. The proceeds of such sale or lease shall be applied to reimburse Lessor for Lessor's Loss and any additional amount due under clauses (d) and (e) below. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency. For purposes of this subparagraph, the proceeds of any lease of all or any part of the Equipment by Lessor shall be the amount reasonably assigned by Lessor as the cost of such Equipment in determining the rent under such lease.

d) Lessor may recover interest on the unpaid balance of Lessor's Loss from the date it becomes payable until fully paid at the rate of the lesser of 12% per annum or the highest rate permitted by law.

e) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment.

If this lease is deemed at any time to be a lease intended as security, Lessee grants Lessor a security interest in the Equipment to secure its obligations under this lease and all other indebtedness at any time owing by Lessee to Lessor and agrees that upon the occurrence of an Event of Default, in addition to all of the other rights and remedies available to Lessor hereunder, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code.

No remedy given in this paragraph is intended to be exclusive, and each shall be cumulative but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder. No express or implied waiver by Lessor of any breach of Lessee's obligations hereunder shall constitute a waiver of any other breach of Lessee's obligations hereunder.

20. **PURCHASE.** Upon expiration of this lease, Lessee shall (a) cure any default under this lease, (b) if there is a dollar amount specified in the "Purchase Option" box on the first page of this lease, have the option, upon not less than sixty (60) days prior written irrevocable notice, to purchase all of the Equipment for the amount specified, plus applicable sales, tax, and (c) if there is a dollar amount specified in the "Purchase Agreement" box on the first page of this lease, be required, and Lessee hereby irrevocably agrees, to purchase all of the Equipment for the amount specified, plus applicable sales tax. Any

Initials _____

purchase of the Equipment pursuant to the preceding sentence shall be "AS IS-WHERE IS", with all faults and without any warranty whatsoever (and Lessor shall convey the Equipment to Lessee by bill of sale, containing a disclaimer of warranties, and shall return any titles to the lessee).

21. NOTICES. Any written notice hereunder to Lessee or Lessor shall be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to recipient at its address set forth on the first page of this lease or at such other address as may be last known to the sender.

22. NET LEASE AND UNCONDITIONAL OBLIGATION. This lease is a completely net lease and Lessee's obligation to pay rent and amounts payable by Lessee under paragraphs 13 and 19 is unconditional and not subject to any abatement, reduction, setoff or defense of any kind.

23. NON-CANCELABLE LEASE. This lease cannot be canceled or terminated except as expressly provided herein.

24. SURVIVAL OF INDEMNITIES. Lessee's obligations under paragraphs 8, 9, 19, and 20 shall survive termination or expiration of this lease.

25. COUNTERPARTS. There shall be but one counterpart of this lease and such counterpart will be marked "Original." To the extent that this lease constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security interest may only be created in the lease marked "Original."

26. REPRESENTATIONS AND AGREEMENTS. Lessee hereby represents and agrees that (a) if Lessee is a corporation, a partnership, or a limited liability company, the execution, delivery and performance of this lease has been duly authorized by all necessary action on the part of Lessee and will not violate any provision of Lessee's articles of incorporation or by-laws, partnership agreement or articles of organization or management agreement, as the case may be; (b) the Equipment will be used primarily for business purposes as opposed to agricultural purposes or personal, family or household purposes; and (c) Lessee authorizes Lessor to pay the Total Cost as set forth on the first page of this lease directly to the seller of the Equipment to the extent of the unpaid balance of the purchase price. Lessor makes no representation with respect to the income tax consequences of this Lease or any Purchase Option or Purchase Agreement contained herein. Lessor may in its sole discretion treat the Lease as a sale regardless of how Lessee treats the Lease.

27. MISCELLANEOUS. This lease constitutes the entire agreement between Lessor and Lessee and may be modified only by a written instrument signed by Lessor and Lessee. Any provision of this lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this lease, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. This lease shall in all respects be governed by, and construed in accordance with, the substantive laws of the state where Lessor or Secured Party, whichever the case may be, maintains its principal place of business. In the event there is more than one Lessee named herein, the obligations of each shall be joint and several. **LESSEE HEREBY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER UNDER OF IN CONNECTION WITH THE EQUIPMENT LEASE.** Anything herein to the contrary notwithstanding, certificates of title for the Equipment may be held by a trust or other entity designated by Lessor and such circumstance shall not affect the parties' obligations or rights hereunder, except that all of Lessee's obligations to indemnify and provide insurance for the benefit of Lessor shall apply equally to such trust or other entity and the party acting as trustee or servicer.

Lessor: ALTEC CAPITAL SERVICES, LLC

By

[Handwritten signature]
Manager

Title

Rent Commencement Date: September 01, 2013

Lessee: Southern National Track Services, Inc.

By: Gary Plezia

[Handwritten signature]
President

Title

[Handwritten signature]





ALTEC CAPITAL SERVICES, LLC
33 Inverness Center Parkway
Suite 200
Birmingham, AL 35242

Exhibit A

Equipment Lease Number 42521

Name and Address of Lessee:

Southern National Track Services, Inc.
6550 Griffin Rd., Suite 103
Davie, FL 33314-4328

Equipment Description:

Year	Description	Chassis Model	Upfitted Model	Serial Number	VIN Number
2013	Quality Track Equipment Remanufactured Harsco Mark III Tamper	HCTR130J2		RM3581754	

Southern National Track Services, Inc.

Lessee Signature: _____


Gary Plezia
Its: **President**

**DELIVERY AND ACCEPTANCE CERTIFICATE
ALTEC CAPITAL SERVICES, LLC**

Lease Number: 42521

YEAR	EQUIPMENT DESCRIPTION	SERIAL NUMBER	VIN	MILEAGE OR HOURS
2013	Quality Track Equipment Remanufactured Harsco Mark III Tanner Model ICTR130J2	RM3581754		20

By signing below I represent, warrant and agree on behalf of the Lessee named above:

- I HAVE INSPECTED THE EQUIPMENT AND ACCEPT THE EQUIPMENT FOR ALL PURPOSES UNDER THE LEASE ON BEHALF OF THE LESSEE.
- The Equipment is of the correct size, design, capacity and manufacture, as selected by the Lessee. It is in good condition and is working properly and has been delivered or installed in a satisfactory manner. The Equipment is suitable for the Lessee's purposes. If any portion of the Equipment has not been delivered or installed at the time I sign this document, the Lessee assumes all risk and responsibility, waives any right to reject the Equipment or revoke acceptance and agrees not to hold the Lessor responsible for delivery or installation of the Equipment.
- I acknowledge that the Lessor is not the manufacturer of the Equipment or the manufacturer's agent and waive any defenses the Lessee may have now or in the future against the Lessor.
- I acknowledge that the Lessor is relying on this Certificate in paying for the Equipment and that the inspection is my responsibility. I have had the opportunity to inspect the Equipment and to reject it. I accept the Equipment AS IS, WHERE IS. I confirm that the Lease is in full force and effect and that neither the Lessee nor the Lessor is in default under the Lease. MY SIGNING BELOW MAKES THE LEASE A NON-CANCELLABLE, UNCONDITIONAL OBLIGATION OF THE LESSEE.
- I represent and warrant that I have the authority to execute this Certificate of Acceptance and Lessee authorizes Lessor to write in the Acceptance Date following telephone confirmation by Lessee of its receipt of the equipment (although I acknowledge that the Lessor is under no obligation to request such oral confirmation and that it is not a condition of acceptance of the Equipment).

DO NOT SIGN UNTIL EQUIPMENT HAS BEEN DELIVERED AND INSPECTED
DO NOT SIGN IF EQUIPMENT IS UNACCEPTABLE FOR ANY REASON

Lessee: Southern National Track Services, Inc.
 By: X *[Signature]*
 Its: **President**
 Date: 8/22/13

**Please ensure that the mileage/hours section is correctly filled in prior to signing form.

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 8-27-13

Edward M Luria
Edward M. Luria