

LAW OFFICES

PORTERFIELD, HARPER, MILLS, MOTLOW & IRELAND, P.A.

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September 22, 2015

RECORDATION NO. 31954 FILED

VIA U.S. MAIL

Chief, Section of Administration,
Office of Proceedings, Surface Transportation Board
395 East Street SW
Washington, D.C. 20423

OCT 05 2015 -4 :35 PM

SURFACE TRANSPORTATION BOARD

**Re: Affidavit of Claim for Mechanic's and Materialman's Lien
Sherpower, LLC v. Transportation Services, Inc.
Our File No.: (1347) 15-166**

Dear Section Chief:

Enclosed, please find an original and one copy/counterpart of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the United States Code. The document is an Affidavit of Claim for Mechanic's and Materialman's Lien, a primary document, dated September 22, 2015. The names and addresses of the parties to the supporting documents are as follows:

Claimant/Creditor: James Sherbrook,
SHERPOWER, LLC
P.O. Box 637
Trussville, Alabama 35173;

Debtor: Transportation Services, Incorporated
6702 Carroll Street
Dora, Alabama 35062;

Debtor: Rail Connection, Incorporated
1952 Shades Crest Road
Birmingham, Alabama 35216.

A description of the equipment covered by the document is as follows:

- (a) A diesel-electric locomotive identified as EMD GP10, Unit No.: 8042;
- (b) A diesel-electric locomotive identified as EMD SW10, Unit No.: 304;
- (c) A diesel-electric locomotive identified as EMD SW1500, Unit No.: 305;

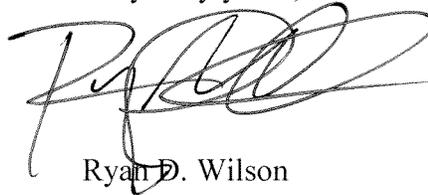
(d) A diesel-electric locomotive identified as EMD CF7, Unit No.: 2520.

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

“Affidavit of Claim for Mechanic’s and Materialman’s Lien based upon a products and services agreement between SHERPOWER, LLC, P.O. Box 637, Trussville, Alabama 35173 and Transportation Services, Incorporated, 6702 Carroll Street, Dora, Alabama 35062, perfecting a security interest in the form of a Mechanic’s and Materialman’s Lien on four (4) locomotives marked and identified as: EMD GP10, Unit No.: 8042; EMD SW10, Unit No.: 304; EMD SW1500, Unit No.: 305 and, EMD CF7, Unit No.: 2520.

Also enclosed is a check in the amount of \$43.00 to cover filing fees. Once the filing has been made, please retain one copy and return the remaining stamped counterparts and transmittal letter copy to me via the self-addressed envelope enclosed herein.

Very truly yours,

A handwritten signature in black ink, appearing to read 'RDW', with a stylized flourish extending from the bottom.

Ryan D. Wilson

RDW/jlw
Enclosures

OCT 05 2015 -4 :35 PM

<p>This document was prepared by: Robert W. Heath, Esq. Porterfield, Harper, Mills, Motlow & Ireland, P.A. 22 Inverness Center Pkwy, Ste. 600 Birmingham, Alabama 35242</p>	<p style="text-align: right;">SURFACE TRANSPORTATION BOARD</p> <p style="text-align: center;">For recorder's use</p>
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AFFIDAVIT OF CLAIM FOR MECHANIC'S AND MATERIALMAN'S LIEN

COMES NOW SHERPOWER, LLC, and files this Affidavit of Claim for Mechanic's and Materialman's Lien, verified by the oath of James Sherbrook, being over nineteen (19) years of age and having personal knowledge of the facts set forth herein. The undersigned hereby gives notice to the public and states as follows:

1. My name is James Sherbrook and I am the duly authorized agent of SHERPOWER, LLC ("Claimant") and am competent to make this affidavit for and on its behalf. The facts set forth herein are true and correct to the best of my knowledge.

2. This affidavit is made on behalf of the Claimant to perfect a security interest in the form of a mechanic's and materialman's lien against four (4) locomotives marked and identified as: four (4) locomotives marked and identified as: **EMD GP10, Unit No.: 8042; EMD SW10, Unit No.: 304; EMD SW1500, Unit No.: 305 and, EMD CF7, Unit No.: 2520**, for purposes of securing payment in accordance with 49 U.S.C. §11301. The name and last known address of the owner, or purported owner, of the railroad cars, locomotives, or other rolling stock identified herein is: Rail Connection, Incorporated, 1952 Shades Crest Road, Birmingham, Alabama 35216.

3. Claimant entered into a conditional sales agreement with Transportation Services, Incorporated, 6702 Carroll Street, Dora, Alabama 35062, ("Debtor") for parts and/or

accessories used on railroad cars, locomotives, or other rolling stock. Pursuant to the terms and conditions of the aforesaid agreement, special orders cannot be cancelled once placed or returned after receipt. A copy of the SHERPOWER Terms and Conditions is attached hereto as Exhibit A.

4. At the request of the Debtor, Claimant ordered special order parts and accessories to be used on Debtor's railroad cars, locomotives, or other rolling stock. The special order parts are described in the invoices attached hereto and incorporated herein by reference as Exhibit B. Claimant hereby declares that it is now due a balance of \$36,973.81 for special order parts, which Debtor neglects and refuses to pay, despite requests and demands for payment.

5. At Debtor's request, the Claimant also provided labor and services in conjunction with the maintenance, replacement or repair of select railroad cars, locomotives, or other rolling stock. The labor and services provided are specifically described in the invoices attached hereto and incorporated herein by reference as Exhibit C. The Claimant hereby declares that it is now due a balance of \$71,783.78 for labor and services provided, which Debtor neglects and refuses to pay, despite requests and demands for payment.

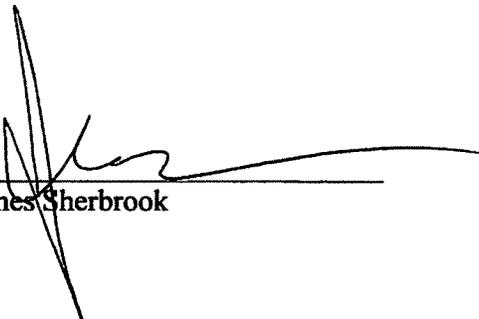
6. After all offsets, payments and credits have been applied, the total amount of the unpaid claim is **ONE HUNDRED EIGHT THOUSAND, SEVEN HUNDRED FIFTY SEVEN AND 59/100 DOLLARS (\$108, 757.59)** for parts, labor and other services furnished as described herein.

[SIGNATURE BLOCK ON NEXT PAGE]

VERIFICATION

I, James Sherbrook, am the duly authorized agent of SHERPOWER, LLC, the claimant on the foregoing claim of mechanics lien, and am authorized to make this verification for and on its behalf. I declare under penalty of perjury that I have read the foregoing claim of mechanics lien and know the contents of the claim to be true to the best of my knowledge, information and belief, formed after a reasonable inquiry under the circumstances, and that the contentions herein, are not frivolous or interposed for delay.

Dated this 22nd of September, 2015.



James Sherbrook

STATE OF ALABAMA)
COUNTY OF Jefferson)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **James Sherbrook**, who is known to me, and who being first duly sworn, deposes and states that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my official hand and seal of office on this the 22nd day of September, 2015.

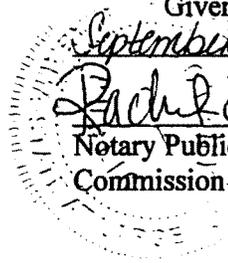

Rachel Z. Machovec
Notary Public
Commission Expires: 3/20/19

EXHIBIT A: TERMS & CONDITIONS



SHERPOWER STANTARD TERMS AND CONDITIONS

- PRICING: As agreed, quoted in advance, on an order by order basis for locomotive related parts
- TERMS: As agreed
- CONDITIONS:
 1. LOCOMOTIVE PARTS – Parts will not be accepted for return without prior approval. Returned parts may be subject to restocking fees. Special order parts cannot be returned. Special order part orders cannot be cancelled once placed. Unit exchange part sales require the return of rebuildable cores within thirty (30) calendar days of receipt of the remanufactured part/s. Additional charges will follow for non-submitted or unrepairable cores. Customer agrees to pay core charges.
 2. PAYMENT – Customer agrees to pay SHERPOWER, LLC. per terms, as agreed.
 3. COLLECTION – SHERPOWER, LLC. reserves the right to repossess its parts and equipment if repairs performed are not paid in full with sixty (60) calendar days from the date of invoice. The right of repossession assumes a right of entry onto the property wherein the parts and equipment are stored, whether it be at your facility, at the facility of another, or at any other location. Mechanic, railroad, labor/storage and/ or other applicable liens will be applied to all accounts in default. Reasonable collection and attorney fees and related court costs will be assessed on all accounts placed for collection. Customer agrees to reimburse SHERPOWER, LLC. for such related collection, attorney and court costs should its account be in default and placed for collection.
- WARRANTY – SHERPOWER, LLC. will warrant workmanship for a period of one year. Qualified or rebuilt components supplied by SHERPOWER, LLC. will be warranted as warranted by our vendors. Used parts and customer provided parts are not covered under this warranty. SHERPOWER, LLC. reserves the right to deny warranty claim if the failure is determined by SHERPOWER, LLC. to be caused by misuse or neglect. Warranty determination is to be made by SHERPOWER, LLC. A complete warranty resolution report will be forwarded to the responsible party within your company. Freight is not included in this warranty. This warranty is in lieu of all other warranties (except those of title), expressed or implied, and there are no warranties of merchantability or fitness for a particular purpose. In no event shall SHERPOWER, LLC. be liable for downtime expenses, loss of use or other incidental, consequential, or special damages.
- FREIGHT – FOB Trussville, AL.

PO Box 637
Trussville, AL 35173-0637

1

205-655-9060 office
866-735-9375 e-fax
205-234-0291 cell
jsherbrook@sherpowers.com
www.sherpowers.com

EXHIBIT B: INVOICES FOR SPECIAL ORDER PARTS



SHERPOWER PO Box 637
 SURE MOTIVE. POWER SUPPORT. Trussville, AL 35173-0637

SHERPOWER, LLC

Invoice

Date	Invoice No.
07/13/15	50094

Bill To:
Transportation Services, Inc. - Calera Myckeaal Disharoon PO Box 1107 Calera, AL 35040

Ship To:
Transportation Services, Inc. 1480 Woodbine Avenue Calera, AL 35040 Mr. Myckeaal Disharoon 205-668-0058 EMD CF7 JLCX2520

P.O. Number	Terms	Due Date	Ship	Via	FOB	Project
Verbal - Mycke...	Net 30	08/12/15	04/14/15	Will Call	ShippingPoint	50094-SO-2520 E...

Quantity	Description	Rate	Amount
1	*Unit 2520 EBT Breaker	348.01	348.01T
	*SP841432 - circuit breaker		
	AL Sales Tax	8.00%	27.84

<p>Parts will not be accepted for return without prior approval. Returned parts may be subject to restocking fees. Unit exchange part sales require the return of rebuildable cores. Additional charges will follow for non-submitted/unrepairable cores. SHERPOWER, LLC. reserves the right to repossess its parts and equipment if invoices are not paid in full within 60 days. Any discounts offered will be considered forfeit if payment is not received in full within 60 days. Mechanic, railroad, labor, storage and/or other applicable liens will be applied to all accounts in default. Reasonable collection and attorneys fees will be assessed on all accounts placed for collection. SHERPOWER Standard Terms and Conditions apply.</p>	<p>Total \$375.85</p>
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205-655-9060

866-735-9375

E-fax

jsherbrook@sherpower.com

sherpower.com



SHERPOWER PO Box 637
 SURE MOTIVE. POWER SUPPORT. Trussville, AL 35173-0637

SHERPOWER, LLC

Invoice

Date	Invoice No.
07/13/15	50129

Bill To:
 Transportation Services, Inc. - Calera
 Myckea Disharoon
 PO Box 1107
 Calera, AL 35040

Ship To
 Transportation Services, Inc.
 1480 Woodbine Avenue
 Calera, AL 35040
 Mr. Myckea Disharoon
 205-668-0058 EMD CF7 JLCX2520

P.O. Number	Terms	Due Date	Ship	Via	FOB	Project
Verbal - Mike W...	Net 30	08/12/15	06/04/15	Will Call	ShippingPoint	50129-SO-2520 G...

Quantity	Description	Rate	Amount
1	*EMD CF7, Unit #2520, Main Generator Replacement *SP8930815/R - generator, D12B / D14, rebuilt, unit exchange AL Sales Tax	26,000.00 8.00%	26,000.00T 2,080.00

<p>Thank you for your business.</p> <p><small>Parts will not be accepted for return without prior approval. Returned parts may be subject to restocking fees. Unit exchange part sales require the return of rebuildable cores. Additional charges will follow for non-submitted/unrepairable cores. SHERPOWER, LLC. reserves the right to repossess its parts and equipment if invoices are not paid in full within 60 days. Any discounts offered will be considered forfeit if payment is not received in full within 60 days. Mechanic, railroad, labor, storage and/or other applicable liens will be applied to all accounts in default. Reasonable collection and attorneys fees will be assessed on all accounts placed for collection. SHERPOWER Standard Terms and Conditions apply.</small></p>		<p>Total</p> <p>\$28,080.00</p>
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205-655-9060

866-735-9375

E-fax

jsherbrook@sherpower.com

sherpower.com



SHERPOWER PO Box 637
 SURE MOTIVE. POWER SUPPORT. Trussville, AL 35173-0637

SHERPOWER, LLC

Invoice

Date	Invoice No.
07/13/15	50095

Bill To:
 Transportation Services, Inc. - Calera
 Myckeaal Disharoon
 PO Box 1107
 Calera, AL 35040

Ship To:
 Transportation Services, Inc.
 1480 Woodbine Avenue
 Calera, AL 35040
 Mr. Myckeaal Disharoon
 205-668-0058 EMD CF7 JLCX2520

P.O. Number	Terms	Due Date	Ship	Via	FOB	Project
Verbal - Mycke...	Net 30	08/12/15	04/14/15	Will Call	ShippingPoint	50095-SO-2520 S...

Quantity	Description	Rate	Amount
	*UNIT 2520		
2	SP218381 - Ribbon resistor assembly, alternator field - special order	495.00	990.00T
1	SP218382/U - resistor bank assembly, 2 ribbon, 3.0 ohm, alternator field, good used	1,100.00	1,100.00T
	AL Sales Tax	8.00%	167.20

<p>Thank you for your business.</p> <p><small>Parts will not be accepted for return without prior approval. Returned parts may be subject to restocking fees. Unit exchange part sales require the return of rebuildable cores. Additional charges will follow for non-submitted/unrepairable cores. SHERPOWER, LLC. reserves the right to repossess its parts and equipment if invoices are not paid in full within 60 days. Any discounts offered will be considered forfeit if payment is not received in full within 60 days. Mechanic, railroad, labor, storage and/or other applicable liens will be applied to all accounts in default. Reasonable collection and attorneys fees will be assessed on all accounts placed for collection. SHERPOWER Standard Terms and Conditions apply.</small></p>		<p>Total \$2,257.20</p>
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SHERPOWER
SURE MOTIVE. POWER SUPPORT.

SHERPOWER, LLC
PO Box 637
Trussville, AL 35173-0637

Invoice

Date	Invoice No.
08/25/15	50182

Bill To:
Transportation Services, Inc. Mr. Matt Hall 6702 Carol St. Dora, AL 35062

Ship To:
Transportation Services, Inc. Mr. Matt Hall 6702 Carol St. Dora, AL 35062

P.O. Number	Terms	Due Date	Ship	Via	FOB	Project
Verbal - Mike W...	Net 30	09/24/15	09/07/15	Will Call	ShippingPoint	50182-SO-8042 Tri...

Quantity	Description	Rate	Amount
1	EMD GP10, Unit #8042 *SP-8042 Valve Kit - Brake valve kit, special order, rebuilt, unit exchange AL Sales Tax	3,300.00 8.00%	3,300.00T 264.00

Thank you for your business.

Parts will not be accepted for return without prior approval. Returned parts may be subject to restocking fees. Unit exchange part sales require the return of rebuildable cores. Additional charges will follow for non-submitted/unrepairable cores. SHERPOWER, LLC. reserves the right to repossess its parts and equipment if invoices are not paid in full within 60 days. Any discounts offered will be considered forfeit if payment is not received in full within 60 days. Mechanic, railroad, labor, storage and/or other applicable liens will be applied to all accounts in default. Reasonable collection and attorneys fees will be assessed on all accounts placed for collection. SHERPOWER Standard Terms and Conditions apply.

Total **\$3,564.00**

205-655-9060

866-735-9375

E-fax

jsherbrook@sherpower.com

sherpower.com



SHERPOWER
SURE MOTIVE. POWER SUPPORT.

SHERPOWER, LLC
PO Box 637
Trussville, AL 35173-0637

Invoice

Date	Invoice No.
07/13/15	50065

Bill To:
Transportation Services, Inc. Mr. Matt Hall 6702 Caroll St. Dora, AL 35062

Ship To
Transportation Services, Inc. Mr. Matt Hall 6702 Caroll St. Dora, AL 35062

P.O. Number	Terms	Due Date	Ship	Via	FOB	Project
Verbal - Matt Hall	Net 30	08/12/15	03/31/15	Will Call	ShippingPoint	50065-SO-305Han...

Quantity	Description	Rate	Amount
1	EMD SW1500, Unit #305 *SP375782 - hand brake assembly, 800-LG, left hand, 20" hand lever, 19' chain with joiner end link, new AL Sales Tax	2,497.00 8.00%	2,497.00T 199.76

<p>Thank you for your business.</p> <p>Parts will not be accepted for return without prior approval. Returned parts may be subject to restocking fees. Unit exchange part sales require the return of rebuildable cores. Additional charges will follow for non-submitted/unrepairable cores. SHERPOWER, LLC. reserves the right to repossess its parts and equipment if invoices are not paid in full within 60 days. Any discounts offered will be considered forfeit if payment is not received in full within 60 days. Mechanic, railroad, labor, storage and/or other applicable items will be applied to all accounts in default. Reasonable collection and attorneys fees will be assessed on all accounts placed for collection. SHERPOWER Standard Terms and Conditions apply.</p>	<p>Total \$2,696.76</p>
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EXHIBIT C: INVOICES FOR LABOR & EXPENSES



SHERPOWER, LLC
 SHERPOWER PO Box 637
BURN - MOVE - POWER - SUPPORT
 Trussville, AL 35173-0637

Invoice

Date	Invoice No.
08/07/15	50160

Bill To:
 Transportation Services, Inc.
 Mr. Matt Hall
 6702 Carol St.
 Dora, AL 35062

Ship To:
 Transportation Services, Inc.
 Mr. Matt Hall
 6702 Carol St.
 Dora, AL 35062

P.O. Number	Terms	Due Date	Ship	Via	FOB	Project
Verbal - Matt Hall	Net 30	09/06/15	07/28/15	Best Way - PPA	ShippingPoint	50160-SO-304Engi...

Quantity	Description	Rate	Amount
	* UNIT 304, EMD SW10 - Dora, AL - 7/28, 7/29, 7/30, 7/31, 8/3, 8/4, 8/5, & 8/6 - *evaluate pan, assemble engine: assemble power assemblies install replacement rods, install in engine block with replacement connecting rod bearings, engine now bars through: torque crab nuts, install replacement injectors, reinstall rocker arm assemblies, reconnect piping, torque, fill engine with water to test for leaks, find both water pumps bad order, and additional block damage found from freeze, advise		
1	Labor and Expenses - Services Rendered	11,900.00	11,900.00
6	SP8329498 - bearing, connecting rod, upper	625.00	3,750.00T
6	*SP8136114 - bearing, connecting rod, lower	410.00	2,460.00T
28	*SP520805 - seal, crab nut	5.73	160.44T
1	Mill Supplies - crane use, generator use, air compressor use, grease, gloves, trash bags, and supplies	418.00	418.00T
	AL Sales Tax	8.00%	543.08

Thank you for your business.

Parts will not be accepted for return without prior approval. Returned parts may be subject to restocking fees. Unit exchange part sales require the return of rebuildable cores. Additional charges will follow for non-submitted/unrepairable cores. SHERPOWER, LLC. reserves the right to repossess its parts and equipment if invoices are not paid in full within 60 days. Any discounts offered will be considered forfeit if payment is not received in full within 60 days. Mechanic, railroad, labor, storage and/or other applicable liens will be applied to all accounts in default. Reasonable collection and attorneys fees will be assessed on all accounts placed for collection. SHERPOWER Standard Terms and Conditions apply

Total \$19,231.52



SHERPOWER, LLC
 PO Box 637
 Trussville, AL 35173-0637

Invoice

Date	Invoice No.
07/20/15	50123

Bill To:
 Transportation Services, Inc.
 Mr. Matt Hall
 6702 Carroll St.
 Dora, AL 35062

Ship To
 Transportation Services, Inc.
 Mr. Matt Hall
 6702 Carroll St.
 Dora, AL 35062

P.O. Number	Terms	Due Date	Ship	Via	FOB	Project
Verbal - Matt Hall	Net 30	08/19/15	06/02/15	Best Way - PPA	ShippingPoint	50123-SO-304 Bla...

Quantity	Description	Rate	Amount
1	EMD SW10, Unit #304 - Dora, AL - 6/2, 6/3, 7/17 & 7/18/15 - Remove HLPs; replace rods; reinstall, find #8 position block egg shaped and requires machining and welding due to freeze damage; advise; disassemble; await specialty on-site machinist to schedule repair; assist machinist weld and machine #8 head seat; assist machinist weld and machine #8 liner face and insert seat; install new lower liner insert	6,300.00	6,300.00
1	Labor and Expenses - Services Rendered		
5	*SP84445Blade/RO - blade rod assembly, complete with carrier, bearings and pin, assembled, remanufactured, outright purchase	926.50	4,632.50T
5	*SP84445Fork/RO - fork rod assembly, complete with carrier, pin and bearings, remanufactured, outright purchase	1,190.00	5,950.00T
6	*SP9784045 - bolt kit, fork rod installation	50.65	303.90T
2	*SP8268641 - insert, lower liner	97.22	194.44T
1	Mill Supplies - Crane use, welder use, air compressor use, magnetic drill rental, grease, grinding wheels, gloves, oil absorbent pads, oil, trash bags, tarp, welding blanket	486.20	486.20T
	AL Sales Tax	8.00%	925.36

Thank you for your business.

Parts will not be accepted for return without prior approval. Returned parts may be subject to restocking fees. Unit exchange part sales require the return of rebuildable cores. Additional charges will follow for non-submitted/unreparable cores. SHERPOWER, LLC. reserves the right to repossess its parts and equipment if invoices are not paid in full within 60 days. Any discounts offered will be considered forfeit if payment is not received in full within 60 days. Mechanic, railroad, labor, storage and/or other applicable liens will be applied to all accounts in default. Reasonable collection and attorneys fees will be assessed on all accounts placed for collection. SHERPOWER Standard Terms and Conditions apply.

Total \$18,792.40



SHERPOWER, LLC
 SHERPOWER PO Box 637
SURE MOTIVE. POWER SUPPORT.
 Trussville, AL 35173-0637

Invoice

Date	Invoice No.
05/18/15	50079

Bill To:
 Transportation Services, Inc.
 Mr. Matt Hall
 6702 Carol St.
 Dora, AL 35062

Ship To:
 Transportation Services, Inc.
 Mr. Matt Hall
 6702 Carol St.
 Dora, AL 35062

P.O. Number	Terms	Due Date	Ship	Via	FOB	Project
Verbal - Matt Hall	Net 30	06/17/15	05/11/15	Best Way - PPA	ShippingPoint	50079-SO-304REP...

Quantity	Description	Rate	Amount
	EMD SW10, Unit #304 - Dora, AL - 5/11, 5/12, 5/13, 5/14 & 5/15 - Replace #1 end water fill hose; find #8 and #9 liners frozen; cut out; replace lower liner inserts; assemble engine; find additional connecting rods bent; advise; tie up power assemblies and await additional parts		
5	Labor and Expenses, Daily Rate - Services Rendered	1,450.00	7,250.00
2	*SP8268641 - insert, lower liner	97.22	194.44T
1	Mill Supplies - specialty stainless steel hose, grinding wheels, welding blankets, crane and welder use, gloves, trash bags, oil absorbent pads and supplies	885.00	885.00T
	AL Sales Tax	8.00%	86.36

Thank you for your business.

Parts will not be accepted for return without prior approval. Returned parts may be subject to restocking fees. Unit exchange part sales require the return of rebuildable cores. Additional charges will follow for non-submitted/unrepairable cores. SHERPOWER, LLC. reserves the right to repossess its parts and equipment if invoices are not paid in full within 60 days. Any discounts offered will be considered forfeit if payment is not received in full within 60 days. Mechanic, railroad, labor, storage and/or other applicable liens will be applied to all accounts in default. Reasonable collection and attorneys fees will be assessed on all accounts placed for collection. SHERPOWER Standard Terms and Conditions apply.

Total \$8,415.80



SHERPOWER, LLC

SHERPOWER PO Box 637
SURE, MOTIVE, POWER SUPPORT
 Trussville, AL 35173-0637

Invoice

Date	Invoice No.
04/02/15	50029

Bill To:
 Transportation Services, Inc.
 Mr. Matt Hall
 6702 Caroll St.
 Dora, AL 35062

Ship To
 Transportation Services, Inc.
 Mr. Matt Hall
 6702 Caroll St.
 Dora, AL 35062

P.O. Number	Terms	Due Date	Ship	Via	FOB	Project
Verbal - Matt Hall	Net 30	05/02/15	03/23/15	Best Way - PPA	ShippingPoint	50029-SO-304HLP...

Quantity	Description	Rate	Amount
	EMD SW10, Unit #304 - Dora, AL - 3/23, 3/24, 3/25 & 3/31/15 - Disassemble engine; remove three HLPs and replace; find the fourth liner swelled from freezing; advise; attempt to push out with hydraulic jacks; await customer to clean engine pan, air box and locomotive carbody interior; cut damaged liner out with arc air system		
4	Labor and Expenses - Services Rendered - Daily Rate	1,450.00	5,800.00
8	*SP8444500/R - head, liner and piston assembly, 567BC, cast iron liner, rebuilt unit exchange, complete with installation seals and gaskets - special order	3,053.50	24,428.00T
2	*SP8444501/R - head, liner and piston assembly, 567BC, cast iron liner, rebuilt, outright purchase, complete with installation seals and gaskets - special order	3,053.50	6,107.00T
1	*SP8444506/R - power assembly, 567BC, blade rod, remanufactured, unit exchange - special order	4,264.00	4,264.00T
1	*SP4505844/R - power assembly, 567BC fork rod, rebuilt, unit exchange - special order	4,264.00	4,264.00T
12	*SP5227852/R - injector, 567B, rebuilt, unit exchange - special order	145.00	1,740.00T
1	Mill Supplies - Oil absorbent pads; gloves; trash bags; grease; degreaser; fire blanket; leathers and specialty cutting equipment	186.00	186.00T
1	shipping and handling	620.00	620.00
	AL Sales Tax	8.00%	3,279.12

Thank you for your business.

Parts will not be accepted for return without prior approval. Returned parts may be subject to restocking fees. Unit exchange part sales require the return of rebuildable cores. Additional charges will follow for non-submitted/unrepairable cores. SHERPOWER, LLC. reserves the right to repossess its parts and equipment if invoices are not paid in full within 60 days. Any discounts offered will be considered forfeit if payment is not received in full within 60 days. Mechanic, railroad, labor, storage and/or other applicable liens will be applied to all accounts in default. Reasonable collection and attorneys fees will be assessed on all accounts placed for collection. SHERPOWER Standard Terms and Conditions apply.

Total	\$50,688.12
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