RECORDATION NO. 31554 FILED
January 07, 2015 10:10 AM
SURFACE TRANSPORTATION BOARD

OSTER RESEARCHING SERVICES
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Mt. Airy, Maryland 21771
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www.osterresearchingservices.com
maryannoster@comcast.net

January 7, 2014

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

Dear Section Chief:

Enclosed for recording with the Surface Transportation Board are one original and one counterpart of the document described below to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code:

Acceptance Certificate to the Master Lease Agreement
dated as of 5/23/14

Lessor: Vision Financial Group, Inc.
615 Iron City Drive
Pittsburgh, PA 15205

Lessee: Trans-Global Solutions, Inc.
Post Office Box 1998
Nederland, TX 77627

Equipment: 2, Rebuilt Locomotives
NREX 3052, 7880

Please record this agreement as a primary document. The filing fee of $43 is enclosed.
Thank you.

Sincerely,

Mary Ann Oster

Mary Ann Oster
Research Consultant

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ACCEPTANCE CERTIFICATE NO. 401603-01
to the
Master Lease Agreement 4016 dated as of 05/23/2014 (the "Lease")
between
Vision Financial Group, Inc. ("Lessor")
and
Trans-Global Solutions, Inc. ("Lessee")

All of the terms of the Master Lease Agreement No. 4016 dated as of 05/23/2014 (as amended, supplemented or modified from time to time, (the "Master Lease") between Lessor and Lessee are incorporated by reference herein. Capitalized terms used, and not otherwise defined, herein shall have the meanings ascribed thereto in the Master Lease or Appendix A. This Acceptance Certificate as it incorporates the terms of the Master Lease and any rider attached hereto shall constitute this separate and enforceable lease. If any term of any Amendment, Exhibit or Rider hereto conflicts with or is inconsistent with any term of this Acceptance Certificate or the Master Lease, the terms of such Amendment, Exhibit or Rider shall govern.

Equipment Acceptance: The Lessee hereby certifies that the following Equipment has been delivered and installed as of the Installation Date at the location and on the date indicated below. This Equipment has been tested and inspected by the Lessee, found to be in good order and is accepted as Equipment under the Lease, on the Installation Date indicated below. Further, the Lessee hereby certifies that the information set forth hereon is accurate.

Installation Location:	5200 East McKinney, Baytown, TX 77520
Description of Equipment:	(2) Rebuilt Switching Locomotives (See attached Exhibit "A")
Equipment/Lessors Cost:	$370,000.00
Lease Factors:	Daily Lease Factor: 0.06597% Monthly Lease Factor: 1.9791%
Basic Rent:	$7,323.00 for 60 equal monthly installments, in advance, commencing on the first day of the calendar month after the Installation Date ("First Basic Rent Date"). Lessee agrees to pay pro rata Rent in an amount equal to the Daily Lease Factor times Lessor's Cost times the number of days from and including the Installation Date through and excluding the First Basic Rent Date. First and Last Payments due in advance.
Base Term:	60 months (without early termination) commencing on the First Basic Rent Date and preceded by a period from the Installation Date to the First Basic Rent Date.
Casualty Value:	The Casualty Value from time to time for any item of Equipment subject to this Lease shall be an amount equal to the greater of (a) the item of Equipment's fair market value at the time of the Casualty Value determination or (b) the product of (i) the Lessor's Cost of such item of Equipment times (ii) the percentage indicated in the table immediately below for the Basic Rent Date immediately preceding the date of the Event of Loss, or notice of an Event of Default.

DO

Basic Rent Date in Months	CasualtyValue (as a % of Lessor's Cost)
0-12	119%-95%
13-24	96%-70%
25-36	69%-45%
37-48	44%-20%
49-60	19%-0
Thereafter	0

Casualty Value for any Event of Loss during a Basic Rent Date period shown shall be a pro rata amount determined from the table immediately above.

Equipment Acquisition: The Lessor is about to purchase the Equipment described above from a supplier selected by the Lessee in reliance on the execution by the Lessee of this instrument. The Equipment subject to this Lease may either be specific Equipment already set aside for the Lessee or Equipment to be subsequently furnished by the Vendor of the kind and type indicated above. The Equipment subject to this Lease shall be specifically identified in an invoice from the Vendor referring to the serial number(s) where this lease instrument bears. Lessee acknowledges that it has received a copy of the contract by which Lessor will acquire the Equipment.

Purchase Option: Provided that Lessee has given 120 or more days' written notice to the Lessor an no Event of Default has occurred hereunder, the Lessee will purchase all (but not less than all) of the Equipment subject to this Lease on its original Expiration Date for a purchase price equal $1.00.

Tax Representation: Both Lessee and Lessor agree that Section 3.15 of the Master Lease Agreement does not apply to this type of Lease structure.

Lessee hereby confirms the Installation Date and acceptance of the Equipment described above under the Lease, the Lease Factor, the First Basic Rent Date, Lessor's Cost and other information described above, and the Lessee hereby represents and warrants that the Lease is in full force and effect, there have been no defaults thereunder, the Equipment is in good order and repair and there are no agreements between Lessor and Lessee other than the Lease which covers the leasing of this Equipment.

Trans-Global Solutions, Inc. (Lessee)

By: _____

Title: CFO

Installation Date: 12/17/14

Acknowledgement:
State of: Texas
County of: Harris

Before me a Notary Public in and for said County personally appeared. Daniel J Orsini, who acknowledged the signing of the foregoing instrument and that such signing is his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 16th day of December 2014.

Lori S. Brown
Notary Public
Harris County, TX

My Commission Expires 9/22/18

LORI S. BROWN
Notary Public, State of Texas
My Commission Expires
September 22, 2018

National Railway Equipment Co.

INVOICE

National Railway Equipment Company * 300 9th Street North * Silvis, Illinois 61282 * Tel. (309) 755-6800 * Fax (309) 755-0278

INVOICE NUMBER: S144146-IN
INVOICE DATE: 12/12/2014
ORDER NUMBER: 0039098
ORDER DATE: 10/31/2014
CUSTOMER NO: 01-0008081
SALESPERSON: 1000

SOLD TO:

VISION FINANCIAL GROUP, INC.
615 IRON CITY DRIVE
PITTSBURGH, PA 15205

SHIP TO:

TRANS GLOBAL SOLUTIONS
NEDERLAND, TX 77627

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
TRANSGLBL 40420		EX-WORKS SILVIS	PAY IN ADVANCE - WIRE XFER

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
*LOC_SD40-2 3052 NREX	EACH	1.00	1.00	0.00	185,000.00	185,000.00
Serial Distribution: 3052 NREX						
LOC_SD40-2-L 7880 NREX	EACH	1.00 WHSE: 003	1.00	0.00	185,000.00	185,000.00
SERIAL DISTRIBUTION: 7880 UP			1.00			

START AND RUNNING CONDITION

TERMS OF PAYMENT: 100 % PAYMENT DUE UPON INSPECTION/ACCEPTANCE AT SILVIS, IL FACILITY
DELIVERY: 2 WEEKS FROM RECEIPT OF PURCHASE ORDER

WO 11218-60 (SD40-2 3052) , 11219-60 (SD40-2-L 7880)

WIRE/ACH : PRIVATE BANK..120 S LASALLE.. CHGO IL 60603
ACCT #2270651 ABA #071006486

Exhibit "A"
Lease # 401603-01
Lessee Signature

This Invoice is subject to the Terms and Conditions on the backside of this invoice.

Mail Remittance to:

National Railway Equipment Co.
8394 Solutions Center
Chicago, IL 60677-8003

"Thank you for this opportunity to offer our services"

Visa, Mastercard, & American Express Accepted

"All funds in US Dollars"

Net Invoice:	370,000.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	**370,000.00**