

RECORDATION NO. 31254 FILED
June 24, 2014 4:45 PM
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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June 24, 2014

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 a Memorandum of Assignment and Assumption Agreement, dated as of June 24, 2014, 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:

Assignor: FreightCar America, Inc.
Two North Riverside Plaza, Suite 1300
Chicago, IL 60606

Assignee: SMBC Rail Services LLC
300 South Riverside Plaza, Suite 1925
Chicago, IL 60606

Section Chief
June 24, 2014
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A description of the railroad equipment covered by the enclosed document is:

15 covered hopper railcars: CEMX 150047, CEMX 150053, CEMX 150057, CEMX 150059, CEMX 150064, CEMX 150068, CEMX 150069, CEMX 150070, CEMX 150072, CEMX 150074, CEMX 150075, CEMX 150078, CEMX 150079, CEMX 150082 and CEMX 150083.

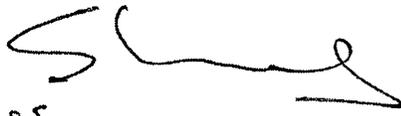
A short summary of the document to appear in the index is:

Memorandum of Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$44.00 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,

A handwritten signature in black ink, appearing to read 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

**MEMORANDUM OF ASSIGNMENT AND
ASSUMPTION AGREEMENT
(CEMEX Rider 5-A)**

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of this 24th day of June, 2014, is made by FREIGHTCAR AMERICA, INC., a Delaware corporation, with an address at Two North Riverside Plaza, Suite 1300, Chicago, IL 60606 (“Assignor”), and SMBC RAIL SERVICES LLC, a Delaware limited liability company, with an address at 300 South Riverside Plaza, Suite 1925, Chicago, IL 60606 (“Assignee” and, together with Assignor, the “Parties”).

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Assignor and Assignee have entered into that certain Purchase Agreement (the “Purchase Agreement”) dated as of June 24, 2014 relating to the sale by Assignor to Assignee of fifteen (15) 3,283 cubic foot Covered Hopper railcars built by Assignor and marked and numbered as identified on Schedule A attached hereto (the “Cars”), and the assignment by Assignor and assumption by Assignee of Assignor’s right, title and interest in, and obligations under Rider 5-A dated June 19, 2014 (the “Rider”) to Railcar Equipment Lease dated as of June 25, 2013, between Assignor, as Lessor, and CEMEX, Inc., as Lessee (the “Lease Agreement”), and Assignor’s right, title and interest in, and obligations under the Lease Agreement as it relates to the Cars;

WHEREAS, pursuant to the Purchase Agreement and an Assignment and Assumption Agreement of even date therewith (the “Assignment Agreement”), Assignee has acquired all of Assignor’s interest in the Cars and Assignor’s interest in the Rider and the Lease Agreement as each relates to the Cars;

WHEREAS, the Cars are currently subject to the Rider and the Lease Agreement;

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid assignment by Assignor of its right, title and interest in the Cars, and its right title and interest in and obligations under the Rider and the Lease Agreement as each relates to the Cars, and accordingly the Parties have caused this Memorandum of Assignment and Assumption Agreement to be executed by their respective duly authorized officers, as of the date first above written.

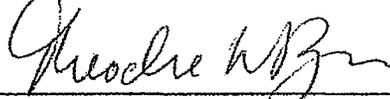
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, by this instrument Assignor and Assignee hereby confirm Assignor’s sale of the Cars to Assignee and the assignment to Assignee of Assignor’s right, title and interest in, and obligations under, the Rider and the Lease Agreement as each relates to the Cars.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of Assignment and Assumption Agreement to be executed by a duly authorized officer as of the day and year first above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Assignor. I further declare under penalty of perjury that the foregoing is true and correct.

FREIGHTCAR AMERICA, INC.

By: 

Name: Theodore W. Baun

Title: SVP, Marketing and Sales

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignee by authority of its Authorized Person and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Assignee. I further declare under penalty of perjury that the foregoing is true and correct.

SMBC RAIL SERVICES LLC

By: _____

Name: Timothy D. Stevens

Title: Chief Risk Officer

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of Assignment and Assumption Agreement to be executed by a duly authorized officer as of the day and year first above written.

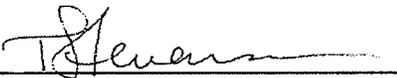
I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Assignor. I further declare under penalty of perjury that the foregoing is true and correct.

FREIGHTCAR AMERICA, INC.

By: _____
Name: Theodore W. Baun
Title: SVP, Marketing and Sales

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignee by authority of its Authorized Person and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Assignee. I further declare under penalty of perjury that the foregoing is true and correct.

SMBC RAIL SERVICES LLC

By: 
Name: Timothy D. Stevens
Title: Chief Risk Officer

**SCHEDULE A TO THE MEMORANDUM OF
ASSIGNMENT AND ASSUMPTION AGREEMENT
DATED AS OF JUNE 24, 2014**

CMEX

150047, 150053, 150057, 150059, 150064, 150068, 150069, 150070, 150072, 150074, 150075, 150078,
150079, 150082 and 150083

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: 6/24/14

Edward M Luria
Edward M. Luria