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May 14, 2015

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 May 13, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 31417.

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

A description of the equipment covered by the enclosed document is:

75 covered hopper railcars: CMEX 150305; CMEX 150308; CMEX 150314; CMEX 150317; CMEX 150322; CMEX 150332; CMEX 150336; CMEX 150350; CMEX 150353 - CMEX 150377 (both inclusive); CMEX 150379; CMEX 150380; CMEX 150382 - CMEX 150390 (both inclusive); CMEX 150393 - CMEX 150396 (both inclusive); CMEX 150400; CMEX 150404 - CMEX 150406 (both inclusive); CMEX 150408 ; CMEX 150409; CMEX 150411 - CMEX 150415 (both inclusive); CMEX 150419 - CMEX

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150429 (both inclusive); CMEX 150432; CMEX 150435; CMEX 150436;  
CMEX 150440; CMEX 150442.

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 \$43.00 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,

  
for

Edward M. Luria

EML/cem  
Enclosures

**MEMORANDUM OF ASSIGNMENT AND  
ASSUMPTION AGREEMENT  
(CEMEX Rider 14)**

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of this 13<sup>th</sup> day of May, 2015, 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 May 13, 2015 relating to the sale by Assignor to Assignee of seventy-five (75) 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 14 dated April 29, 2015 (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.**

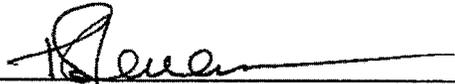
By: \_\_\_\_\_

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 MAY 13, 2015**

CMEX 150305  
CMEX 150308  
CMEX 150314  
CMEX 150317  
CMEX 150322  
CMEX 150332  
CMEX 150336  
CMEX 150350  
CMEX 150353 – CMEX 150377 (both inclusive)  
CMEX 150379 – CMEX 150380  
CMEX 150382 – CMEX 150390 (both inclusive)  
CMEX 150393 – CMEX 150396 (both inclusive)  
CMEX 150400  
CMEX 150404 – CMEX 150406 (both inclusive)  
CMEX 150408 – CMEX 150409  
CMEX 150411 – CMEX 150415 (both inclusive)  
CMEX 150419 – CMEX 150429 (both inclusive)  
CMEX 150432  
CMEX 150435 – CMEX 150436  
CMEX 150440  
CMEX 150442

**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: May 14, 2015

*Edward M Luria*

\_\_\_\_\_  
Edward M. Luria