

**Melissa A. Kostorick**

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December 24, 2013

**VIA UPS OVERNIGHT**

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

Re: Document for Recordation

Dear Section Chief:

I have enclosed one original and one copy of the document described below, to be recorded pursuant to 49 USC § 11301 and 49 CFR Part 1177.

The document is a Memorandum of Lease Agreement (the "Memo of Lease"), a primary document, executed December 19, 2013, to be effective December 19, 2013.

The names and addresses of the parties to the document are as follows:

Lessor:  
Farm Credit Leasing Services Corporation  
600 Highway 169 S., Suite 300  
Minneapolis, Minnesota 55426

Lessee:  
Tyson Foods, Inc.  
2200 Don Tyson Pkwy  
Springdale, Arkansas 72762

A description of the equipment covered by the document follows:

503 tank railcares: PBFX 643000 – PBFX 643074; PBFX 645001 – PBFX 645056; PBFX 645058 – PBFX 645115; PBFX 646000 – PBFX 646074; PBFX 646100 – PBFX646189; PBFX647000 – PBFX647041; PBFX 647043 – PBFX 647049; and PBFX649000 – PBFX649103 subject to certain exclusions as set forth in the equipment schedule attached to the Memo of Lease and all as further described in Schedule 1 to the Memo of Lease.

RECORDATION NO. 31018 FILED

DEC 26 '13 -4 34 PM

SURFACE TRANSPORTATION BOARD

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

Memorandum of Lease Agreement between Farm Credit Leasing Services Corporation located at 600 Highway 169 S., Suite 300, Minneapolis, Minnesota 55426 and Tyson Foods, Inc., 2200 Don Tyson Pkwy, Springdale, Arkansas 72762 executed December 19, 2013, to be effective December 19, 2013 and covering the equipment on Schedule 1 attached thereto and made a part thereof.

A fee of \$44.00 is enclosed. Please return the original to:

Brian D. Trudgen, Esquire  
Buchanan Ingersoll & Rooney PC  
301 Grant Street, 20<sup>th</sup> Floor  
Pittsburgh, Pennsylvania 15219

Very truly yours,



Melissa A. Kostorick

Enclosures

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REGISTRATION NO. 31018

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SURFACE TRANSPORTATION BOARD

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**MEMORANDUM OF LEASE AGREEMENT**

between

**FARM CREDIT LEASING SERVICES CORPORATION**

and

**TYSON FOODS, INC.**

dated as of

December 19, 2013

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**FILED WITH THE SURFACE TRANSPORTATION BOARD  
PURSUANT TO 49 U.S.C. § 11301  
ON DECEMBER \_\_\_\_, 2013 AT \_\_:\_\_.M.**

**DEPOSITED WITH THE REGISTRAR GENERAL OF CANADA  
PURSUANT TO SECTION 105 OF THE CANADA TRANSPORTATION ACT  
ON DECEMBER \_\_\_\_, 2013.**

**FILED BEFORE THE MEXICN RAIL REGISTRY OF THE GENERAL DIRECTION  
OF RAIL AND MULTIMODAL TRANSPORTATION OF THE MINISTRY OF  
COMMUNICATIONS AND TRANSPORTATIONS.**

26 2013

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, dated as of December 19, 2013, is entered into between FARM CREDIT LEASING SERVICES CORPORATION, a federally chartered corporation ("**Lessor**") and TYSON FOODS, INC., a Delaware corporation ("**Lessee**").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Lessor and Lessee entered into that certain Master Equipment Lease Agreement, dated as of dated as of December 19, 2013 (as amended, supplemented and modified from time to time, the "**Lease**"), covering the rail car equipment listed on Schedule 1 hereto (the "**Equipment**");

WHEREAS, Lessor and Lessee wish to show for the public record the existence of the aforesaid Lease, and the respective interests therein of Lessor and Lessee, including, but not limited to, the leasehold interest of Lessee in the Equipment, and accordingly Lessor and Lessee have caused this memorandum 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 are hereby acknowledged by each of Lessor and Lessee, by this instrument Lessor hereby leases and confirms the lease of the Equipment to Lessee in accordance with the terms and conditions of the Lease, and Lessee confirms and accepts such terms and conditions, which are incorporated by reference as if fully set forth herein.

This Memorandum of Lease may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

This Memorandum of Lease shall be delivered in the State of Minnesota and the lease of the Equipment pursuant to the Lease and this Memorandum of Lease shall be deemed to occur within the State of Minnesota.

The parties will duly execute and deliver such further documents and assurances and take such further action as the Lessor may from time to time reasonably request or as may be required by applicable law or regulation in order to effectively carry out the intent and purpose of this Memorandum of Lease and to establish and protect the rights and remedies created or intended to be created in favor of the parties thereunder, including, without limitation, the execution and delivery of supplements or amendments hereto, in recordable form.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

▲  
JUL 28 2013  
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[SIGNATURE PAGE TO MEMORANDUM OF LEASE AGREEMENT]

IN WITNESS WHEREOF, this instrument has been duly executed by the parties hereto as of the date first above written.

**LESSOR:**

FARM CREDIT LEASING SERVICES CORPORATION

By:   
Name: Russell Nelson  
Title: President

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN )

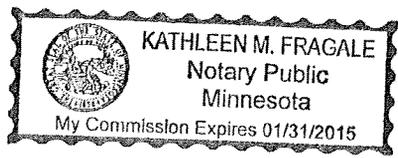
On this, the 1<sup>st</sup> day of December 2013, before me, a Notary Public in and for said County and State, personally appeared Russell Nelson, President of Farm Credit Leasing Services Corporation, a federally chartered corporation, who acknowledged himself/herself to be a duly authorized officer of Farm Credit Leasing Services Corporation, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:   
Notary Public

My Commission Expires: 1.31.15

Residing in: Ramsey, Minnesota



[SIGNATURE PAGE TO MEMORANDUM OF LEASE AGREEMENT]

**LESSEE:**

TYSON FOODS, INC.

By: *Susan White*  
Name: Susan White  
Title: Vice President and Treasurer  
By: *R. Read Hudson*  
Name: R. Read Hudson  
Title: Vice President and Secretary

STATE OF Arkansas )

COUNTY OF Washington )

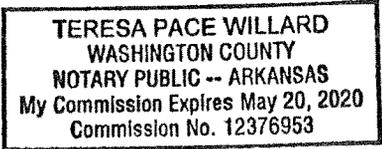
On this, the 19 day of December 2013, before me, a Notary Public in and for said County and State, personally appeared Susan White, a VP & Treasurer of Tyson Foods, Inc., a Delaware corporation, who acknowledged himself/herself to be a duly authorized officer of Tyson Foods, Inc., and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: *Teresa Pace Willard*  
Notary Public

My Commission Expires: 5-20-20

Residing in: Springdale, Arkansas



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R.

STATE OF Arkansas )

COUNTY OF Washington )

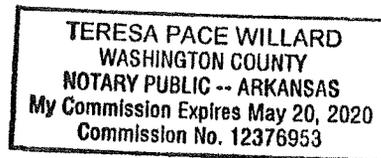
On this, the 19 day of December 2013, before me, a Notary Public in and for said County and State, personally appeared R. Read Hudson, a VP & Secretary of Tyson Foods, Inc., a Delaware corporation, who acknowledged himself/herself to be a duly authorized officer of Tyson Foods, Inc., and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: Teresa Pace Willard  
Notary Public

My Commission Expires: 5-20-20

Residing in: Springdale, Arkansas



26 2013

SCHEDULE 1

**Equipment**

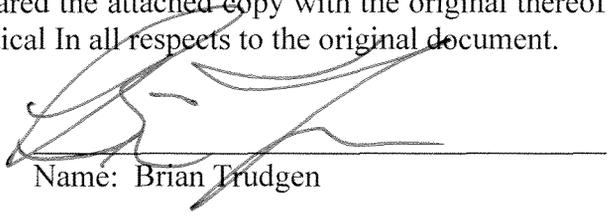
<u>Lessee</u>	<u>No of Units</u>	<u>Unit Type</u>	<u>Reporting Marks</u>
Tyson Foods, Inc.	485	25,500 gallon, exterior coiled and insulated rail tank cars	PBFX 643000 – PBFX 643074 PBFX 645003 – PBFX 645017 PBFX 645019 – PBFX 645027 PBFX 645030 – PBFX 645044 PBFX 645046 – PBFX 645049 PBFX 645051 – PBFX 645056 PBFX 645058 – PBFX 645097 PBFX 645099 – PBFX 645109 PBFX 645111 – PBFX 645115 PBFX 646000 – PBFX 646033 PBFX 646035 – PBFX 646048 PBFX 646050 – PBFX 646065 PBFX 646067 – PBFX 646074 PBFX 646100 – PBFX 646119 PBFX 646121 – PBFX 646134 PBFX 646136 – PBFX 646157 PBFX 646159 – PBFX 646189 PBFX 647000 – PBFX 647008 PBFX 647010 – PBFX 647041 PBFX 647043 – PBFX 647049 PBFX 649000 – PBFX 649034

<u>Lessee</u>	<u>No of Units</u>	<u>Unit Type</u>	<u>Reporting Marks</u>
			PBFX 649036 – PBFX 649037
			PBFX 649039 – PBFX 649055
			PBFX 649057 – PBFX 649070
			PBFX 649072 – PBFX 649095
			PBFX 649098 – PBFX 649103

**CERTIFICATION**

I, Brian Trudgen, attorney licensed to practice in 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: December 19, 2013



Name: Brian Trudgen

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