

RECORDATION NO. 30727 FILED  
May 20, 2013 3:00 PM  
SURFACE TRANSPORTATION BOARD

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May 20, 2013

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 Product Security Agreement, dated as April 22, 2013, 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:

Secured Party:	FreightCar America, Inc. Two North Riverside Plaza, Suite 1300 Chicago, IL 60606
Debtor:	The Empire District Electric Company 720 S Schifferdecker Ave Joplin, MO 64801

Chief, Section of Administration  
May 20, 2013  
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A description of the railroad equipment covered by the enclosed document is:

4 railcars: PPEX 2044 – PPEX 2047.

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

Memorandum of Product Security Agreement.

Also enclosed is a check in the amount of \$42.00 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,



Edward M. Luria

EML/sem  
Enclosures

**Memorandum of Product Security Agreement**

This Memorandum of Product Security Agreement is made and entered into as of April 22, 2013, by and between FREIGHTCAR AMERICA, INC. (hereinafter referred to as "Secured Party") and The EMPIRE DISTRICT ELECTRIC COMPANY (hereinafter referred to as "Debtor").

Pursuant to the Purchase Order dated April 22, 2013 (the "PO Agreement") between Secured Party and Debtor, and subject to the terms and conditions therein set forth, Secured Party has agreed to manufacture and sell to Debtor, and Debtor has agreed to purchase from Secured Party, certain Products, identified on Schedule A hereto (the "Products").

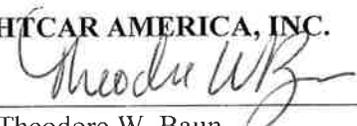
As security for the payment and fulfillment of its obligations to Secured Party under the PO Agreement, Debtor granted to Secured Party a security interest in the Products, together with all right, title and interest of Debtor therein and all rights and remedies which Debtor might exercise with respect thereto but for the execution of the PO Agreement.

As contemplated by the PO Agreement, Secured Party and Debtor hereby make this Memorandum of Product Security Agreement to confirm and perfect Secured Party's security interest in the Products. Secured Party and Debtor further acknowledge and confirm that this Memorandum of Product Security Agreement is neither a summary of the PO Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, Secured Party and Debtor agree that in the event of a conflict between this Memorandum of Product Security Agreement and the provisions of the PO Agreement, the provisions of the PO Agreement shall control.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due authority, has caused this Memorandum of Product Security Agreement to be duly executed in its name by its officers, thereunto duly authorized, all as of the date first above written.

**SECURED PARTY:**

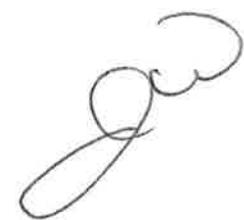
**FREIGHTCAR AMERICA, INC.**

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

**CUSTOMER:**

**THE EMPIRE DISTRICT ELECTRIC COMPANY**

By:   
Name: Blake Mertens  
Title: VP – Energy Supply



**SCHEDULE A  
TO MEMORANDUM OF PRODUCT SECURITY AGREEMENT**

**Four (4) Aluminum Outside State Rotary Bethgon® II Products manufactured by FreightCar America, Inc. bearing the following road marks and numbers (all inclusive):**

**PPEX 2044 through PPEX 2047**

STATE OF ILLINOIS)

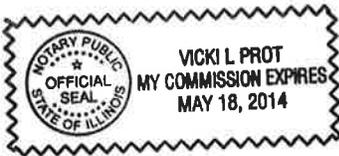
SS:

COUNTY OF COOK)

On this 22nd day of April, 2013, before me personally appeared Theodore W. Baun, to me personally known, who, being duly sworn did say that he is the Senior Vice President, Marketing and Sales of FreightCar America, Inc., and that said instrument was signed on behalf of said corporation by authority of its board of directors and he acknowledged said instrument to be the free act and deed of said corporation.

*Vicki L. Prot*

\_\_\_\_\_  
Notary Public  
State of Illinois

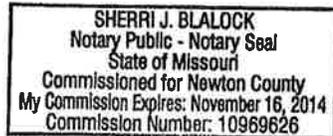


STATE OF Missouri

SS:

COUNTY OF Newton

On this 22nd day of April, 2013, before me personally appeared Blake Mertens, to me personally known, who, being duly sworn did say that he is the VP – Energy Supply of The Empire District Electric Company, and that said instrument was signed on behalf of said corporation by authority of its board of directors and he acknowledged said instrument to be the free act and deed of said corporation.



Sherril J. Blalock  
Notary Public  
State of Missouri

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: 5/20/13

Edward M Luria  
Edward M. Luria