

TRAILER TRAIN COMPANY

RECORDATION NO. **45022** Filed **11 20 AM** OF NORTH WACKER DRIVE · CHICAGO, ILLINOIS 60606
(312) 853-3223

AUG 11 1986 - 11 20 AM

DIRECT LINE: (312) 984-3821

T. D. MARION
DIRECTOR-EQUIPMENT FINANCING
AND ASSISTANT TREASURER

INTERSTATE COMMERCE COMMISSION
August 8, 1986

Honorable Noretta R. McGee
Acting Secretary
Interstate Commerce Commission
12th & Constitutional Ave., NW
Room 2215
Washington, DC 20423

6-223A051
No. _____
Date **AUG 11 1986**
Fee \$ **10.00**
ICC Washington, D.C.

Dear Ms. McGee:

Submitted herewith for filing and recording under 49 U. S. C. Section 11303(a) and the regulations promulgated thereunder are four (4) executed counterparts of the following document:

New Number
Manufacturing Agreement dated as of July 3, 1986, a primary document.

Parties to this transaction are as follows:

Trailer Train Company (Purchaser)
101 North Wacker Drive
Chicago, Illinois 60606

Hyundai Precision & Industries Company, Ltd.
1000 Tower Lane
Bensenville, Illinois 60106

The general description of the equipment is as follows:

<u>TYPE</u>	<u>AAR Mechanical Designation</u>	<u>Number of Units</u>	<u>Marked*</u>	<u>Numbered</u>
Single Platform Front Runner Intermodal Flatcars Contract T-1086-H	FC	100	TTUX	130250-130349

* All units will have marked on each side the following legend, "Ownership Subject to a Security Agreement Filed with the Interstate Commerce Commission".

Enclosed is our check in the amount of \$10.00 to cover filing fees.

There have been no prior recordations relating to this Manufacturing Agreement.

MOTOR OPERATING UNIT
 AUG 11 11 18 AM '86
 ICC OFFICE OF THE SECRETARY

Counterparts - Hold legal

Honorable Noreta R. McGee
August 8, 1986
Page Two

A short summary of the Manufacturing Agreement to appear in the Index is as follows:

"Manufacturing Agreement covering 100 single Platform Front Runner Intermodal flatcars numbered 130250-130349"

Once the filing has been made, please retain one copy and return the remaining stamped counterparts to the undersigned or bearer.

Very truly yours,



Thomas D. Marion
Director - Equipment Financing
and Assistant Treasurer

TDM/ald
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Mr. Thomas D. Marion
Director, Equipment Financing
and Assistant Treasurer
101 North Wacker Drive
Chicago, Illinois 60606

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8-11-86 at 11:20 A.M., and assigned recordation number(s) 15022

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

New Number

RECORDATION No. 75022 Filed 1986

AUG 11 1986 - 11 20 AM

INTERSTATE COMMERCE COMMISSION
MANUFACTURING AGREEMENT

Manufacturing Agreement dated as of July 3, 1986 between Hyundai Precision & Industries Co., Ltd., a Republic of Korea corporation, on behalf of itself and any other company controlling, controlled by or under common control with Hyundai Precision & Industries Co., Ltd. and involved in the performance of Manufacturer's obligations under this Manufacturing Agreement (the "Manufacturer") and TRAILER TRAIN COMPANY, a Delaware corporation (the "Company").

WHEREAS THE Manufacturer agrees to construct, sell and deliver to the Company and the Company agrees to purchase the units of new, standard gauge railroad equipment (hereinafter referred to individually as a Unit and collectively as Units or the Equipment) described in Item 1 of Annex A attached hereto and described in Annex A to any Manufacturing Agreement Supplement substantially in the form of Annex B hereto (Annex A to any such Manufacturing Agreement Supplement being hereinafter included within the meaning of Annex A hereto);

WHEREAS the Company may enter into an equipment trust agreement or conditional sale agreement with a corporate trustee or agent (the "Trustee") which will pay the Purchase Price for the Equipment on the Closing Date (Purchase Price and Closing Date being hereinafter defined), or the Company may assign its rights hereunder pursuant to an Assignment of Manufacturing Agreement in substantially the form of Annex C hereto to a lessor (the "Lessor") which will perform substantially all covenants and obligations of the Company hereunder, including the execution of an equipment trust agreement or conditional sale agreement with the Trustee; and

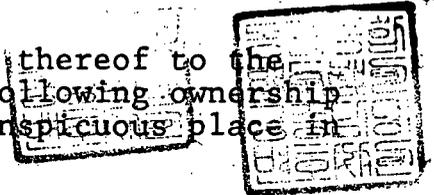
WHEREAS the Company will pay the Purchase Price for the Equipment or cause the Trustee or the Lessor to make such payment, and will perform its obligations hereunder;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

ARTICLE 1. Contract: Upon its execution, this Manufacturing Agreement, including pertinent drawings and specifications referenced in Item 1 of Annex A hereto or attached as exhibits hereto, if any, (the "Specifications") shall constitute the entire agreement between the parties and shall supersede all prior offers, negotiations, and agreements relating to the subject matter hereof, including Purchase Agreement dated april 25, 1986 between Hyundai Precision & Ind. Co., Ltd. and Trailer Train Company.

ARTICLE 2. Construction and Sale: Subject to the terms and conditions hereinafter set forth, the Manufacturer will construct the Equipment and will sell and deliver the Equipment as hereinafter set forth, and the Company will pay or cause the Trustee or Lessor to pay to the Manufacturer the Purchase Price (as hereinafter defined) of the Equipment, each Unit of which will be constructed in accordance with the Specifications set forth herein.

The Manufacturer will, at or before delivery thereof to the Company pursuant to Article 3 hereof, have the following ownership markings stencilled on each side thereof in a conspicuous place in letters not less than one inch in height:



"OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION."

The design and construction of the cars will conform to applicable FRA Specifications and AAR Specifications for the design, fabrication and construction of freight cars, M-1001, for applicable car types, in effect as of the Purchase Agreement date. Exceptions to the above mentioned Specifications are limited to those deviations as listed by the Manufacturer and agreed upon by the Company.

ARTICLE 3. Delivery: The Manufacturer will deliver the Equipment to the Company, at such point or points within the United States of America as shall be determined by the mutual agreement of the Manufacturer and the Company and in accordance with the time of delivery schedule set forth in Item 1 of Annex A hereto; provided, however, that no Unit of the Equipment shall be delivered under this Agreement until this Agreement shall have been filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. Section 11303(a).

The Manufacturer represents and warrants that at such time the Equipment will be new railroad equipment and that, to the best of its knowledge, no amortization or depreciation will have been claimed by any person with respect thereto.

The Manufacturer and the Company shall each be excused for delays in delivery or acceptance if unable to do so because of causes beyond the control and without fault or negligence of each, the Manufacturer or the Company. As used in this paragraph, causes beyond control may include, but are not limited to Acts of God, war, acts of the Government both in its sovereign and contractual capacity, fires, floods, epidemics, strikes, embargoes, damaged facilities, severe weather conditions, provided that the failure to perform shall be beyond the control of the asserting party and without fault or negligence.

In no event shall the Company be responsible for labor cost increases resulting from or occurring during an event of force majeure. In addition, the Company shall not be responsible for material cost increases in any way resulting from or occurring during a strike at Manufacturer's plant, or for material cost increases resulting from or occurring during other events of force majeure unless it can be evidenced that such material was unordered as of the date of the occurrence of the event of force majeure.

Notwithstanding the preceding provisions of this Article 3, any Unit of the Equipment not delivered and accepted on or before the date set forth in Item 2 of Annex A hereto and not settled for

pursuant to Article 4 hereof shall be excluded from this Agreement and not included in the terms "Equipment" or "Units" as used in this Agreement. In the event of any such exclusion the Manufacturer and the Company shall execute an agreement supplemental hereto limiting this Agreement to the Equipment theretofore delivered, accepted and settled for hereunder. If the Manufacturer's failure to deliver the Units of the Equipment so excluded from this Agreement resulted from one or more of the causes set forth in the immediately preceding paragraph, a separate agreement shall be entered into between the Manufacturer and the Company providing for the purchase of such excluded Equipment by the Company on the terms herein specified, payment to be made after delivery of such excluded Equipment either directly or by means of a conditional sale, equipment trust or such other appropriate method of financing the purchase as the Company and the Manufacturer shall mutually determine. Notwithstanding the preceding provisions, the Company will be under no obligation to enter into a separate agreement for the purchase of cars excluded from this Agreement as a result of a strike at Manufacturer's plant.

The Equipment shall be subject to inspection and approval prior to delivery by inspectors or other representatives of the Company, and the Manufacturer shall grant to any such inspector or other authorized representative reasonable access to its plant. From time to time upon the completion of the construction of each Unit or a number of Units of the Equipment, each Unit shall thereupon be presented to an inspector or other authorized representative of the Company for inspection at the Manufacturer's plant in the United States or another mutually acceptable location in the United States and, if each such Unit conforms to the Specifications and other requirements set forth herein, such inspector or authorized representative shall promptly execute and deliver to the Manufacturer, in such number of counterparts or copies as may be reasonably requested, a certificate of acceptance (hereinafter called a Certificate of Acceptance) substantially in the form of Annex D hereto stating that such Unit or Units have been inspected and accepted on behalf of the Company and are marked in accordance with Article 2 hereof; provided, however, that the Manufacturer shall not thereby be relieved of its warranty contained in Article 9 hereof.

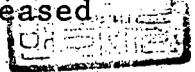
On acceptance of each of the Units of the Equipment, pursuant to this Article 3 on behalf of the Company as aforesaid, the Company assumes with respect thereto the responsibility and risk of loss or damage.

ARTICLE 4. Purchase Price and Payment. The price per Unit of the Equipment is set forth in Item 1 of Annex A hereto.

The Company shall have the right, from time to time, by written change order, to make changes in drawings, specifications, instructions in connection with the work, place of delivery, time or method of shipment, to require additional work or to direct the omission of work, and the Manufacturer agrees to comply with such change orders provided, however, the cost of such change be accepted in advance by both parties. If such changes cause any increase or decrease in the

Manufacturer's cost or in the time for performance of this Agreement, an equitable adjustment in the price and time for performance will be made and this agreement will be modified in writing accordingly; provided that any claim for such adjustment shall be asserted by the Manufacturer in writing within thirty days after the change is ordered. No change whatsoever is to be made except upon written change order issued by the Company's Purchasing Agent.

The term "Purchase Price" as used herein shall mean the price set forth in Item 1 of Annex A hereto as may be increased or decreased pursuant to this Article 4.



The Manufacturer agrees and represents that the Purchase Price of the Units covered by this Agreement will not be in excess of the Manufacturer's lowest price for comparable units of equipment in effect on the date of shipment of the Unit or Units. If any price lower than the Purchase Price is offered by the Manufacturer on similar units the Manufacturer agrees to make a corresponding reduction in the Purchase Price of Units shipped on or after the date such price reduction is offered.

All dies, tools, patterns, drawings, or fixtures, furnished or specifically paid for by the Company are or are to become the property of the Company and are subject to removal upon the Company's request. The Manufacturer is not permitted to use the same for any other customer without the Company's prior written approval.

The Company's Engineering and Research personnel may render assistance or give technical advice to or otherwise exchange information with the Manufacturer's personnel during the performance of this Agreement. Any such exchange is understood not to affect the Specifications and directions given under this Agreement or to change the price applicable hereunder unless authorized in writing by the Company's Purchasing Agent.

All increases in the price of material shall be subject to audit either by the Company or by an independent public accounting firm of recognized standing selected by the Company. In connection with such audit all necessary documents and records necessary to substantiate and verify such increases shall be made available to the Company. All price increases shall be reported to the Company by item, lot number or in such other detail as may be reasonably requested by the Company in order to verify the accuracy of such increases.

Any labor cost increases, which company may agree to, shall be subject to audit by an independent public accounting firm of recognized standing, appointed by the Manufacturer and approved by the Company.

Allowances for increased inventory carrying charges or interest charges arising from payments for materials by the Manufacturer are specifically excluded from any price increases unless previously approved in writing by the Company. Premiums or additional materials charges resulting from materials purchased by the Manufacturer from

sources of supply not customarily used are specifically excluded from any price increases unless previously approved in writing by the Company, and such approval shall not be unreasonably withheld.

The Equipment shall be settled for on one or more Closing Dates fixed as hereinafter provided (the Equipment settled for on a Closing Date being hereinafter called the Group).

Subject to the provisions of Article 5 hereof, the Company hereby promises to pay or cause to be paid in cash to the Manufacturer at such place as the Manufacturer may designate, (a) on the Closing Date with respect to a Group, an amount equal to the Purchase Price of all Units of the Equipment in the Group as set forth in the invoices therefor and (b) within five business days of the Closing Date with respect to a Group, an amount equal to interest (computed on the basis of a 360-day year of twelve 30-day months) at the Prime Rate on the Purchase Price of such Units for each day that the average number of days between acceptance and the Closing Date for the Group exceeds 30 days. Prime Rate as used herein shall mean the rate per annum equal to the rate which Manufacturers Hanover Trust Company, New York, New York charges for 90-day unsecured loans to large corporate borrowers of the highest credit standing for the period such interest is payable; provided, however, that changes in such rate occurring during the ten business days preceding the Closing Date shall be disregarded, and provided, further, that if the invoice for such amount is not received at least ten business days prior to such Closing Date, such amount shall not be required to be paid until ten days after the receipt of such invoice.

The term "Closing Date" with respect to the Group of the Equipment shall mean the date set forth in Item 3 of Annex A hereto or such other date specified by the Company, but in no event shall such date be later than six months from the date of acceptance and delivery of the first unit of any Group of the Equipment hereunder.

If the Manufacturer shall not receive on the Closing Date the amounts payable to the Manufacturer in respect to the Group pursuant to the tenth paragraph of this Article 4, the Manufacturer will promptly notify the Company of such event and, if such amounts shall not have been previously paid and the Manufacturer shall have otherwise complied with the conditions of this Agreement to entitle the Manufacturer to receive payment hereunder, the Company will, not later than 60 days after the Closing Date, make payment to the Manufacturer of such amount, together with interest at 1% above the Prime Rate on the Purchase Price from such Closing Date to the date of payment by the Company. If the Company shall not make payment as aforesaid, the Company will execute such instruments and take such other action as shall be reasonably requested by the Manufacturer to vest in the Manufacturer or its designee full title to such Equipment, whereupon the Manufacturer may, at its election, terminate this Agreement, and sell, lease, retain or otherwise dispose of such Equipment. The Manufacturer may at any time take such other actions and exercise such other remedies as may be permitted by law or by this Agreement; provided, however, that the Company shall not thereby be relieved of its obligations to make payment to the Manufacturer as aforesaid.

All payments provided for in this Agreement shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

The Manufacturer shall and hereby does retain a security interest in each Group of the Equipment until the Manufacturer shall have been paid the Purchase Price in respect of the Equipment pursuant to this Article 4, notwithstanding the delivery of the Equipment to and the possession and use thereof by the Company. Except as otherwise provided in this Agreement, upon payment to the Manufacturer of the Purchase Price (a) such security interest shall be duly transferred and assigned by the bill or bills of sale executed and delivered by the Manufacturer pursuant to Article 5 hereof and (b) any and all claims, liens, security interest or other encumbrances of any nature in favor of the Manufacturer with respect to the Equipment shall forthwith cease and terminate.

ARTICLE 5. Conditions to Obligations of the Company. On any Closing Date the Company shall pay or cause to be paid to the Manufacturer the amount required to be paid pursuant to the tenth paragraph of Article 4 hereof with respect to the Group of the Equipment then being settled for provided that there shall have been delivered to the Company, on or prior to the Closing Date, the following documents in such number of counterparts or copies as may reasonably be requested in form and substance satisfactory to it:

(a) a bill or bills of sale from the Manufacturer transferring all its right, title and interest in and to the Equipment in the Group to the Company and warranting to the Company that at the time of delivery of each unit of Equipment in the Group the Manufacturer had legal title to such unit and good and lawful right to sell the same and title to such unit was, at the time of such delivery, free from all claims, liens, security interests and other encumbrances of any nature except as created by this Agreement or any specified lease of the Equipment to which the Company is a party or equipment trust agreement or conditional sale agreement entered into to finance the purchase of the Equipment by the Company or the Lessor;

(b) the invoice or invoices with respect to the Equipment in the Group from the Manufacturer to the Company describing the Units of Equipment in the Group and any component parts or special devices, such as assemblies, the cost of which is included in the Purchase Price of any Unit.

(c) an opinion of counsel for the Manufacturer, reasonably acceptable to both parties dated the Closing Date, stating that (A) the Manufacturer is a duly organized and existing corporation in good standing under the laws of the state of its incorporation, (B) this Agreement has been duly authorized, executed and delivered by the Manufacturer and, assuming the due authorization, execution and delivery by the Company, is a legal and valid instrument binding upon and enforceable against the Manufacturer

in accordance with its terms, (C) the Units of the Equipment in the Group, at the time of delivery thereof pursuant to Article 2 hereof, were free of all claims, liens, security interests and other encumbrances of any nature except as created by this Agreement or any lease of the Equipment to which the Company is a party or any equipment trust agreement entered into a finance the purchase of the Equipment by the Company or the Lessor and (D) such bill or bills of sale have been duly authorized, executed and delivered by the Manufacturer and are valid and effective to transfer all right, title and interest of the Manufacturer in and to the Equipment in the Group to the Company free of all claims, liens, security interests or other encumbrances of any nature of or arising from, through or under the Manufacturer; and

(d) the Manufacturer shall provide to the Company such documentation, recordable with the ICC, as the Company may request indicating that any and all security interests of the Manufacturer in the equipment have been extinguished;

(e) such other documents as the Company may reasonably request.

In the event that this Agreement shall have been assigned to a Lessor, or an equipment trust agreement or conditional sale agreement in respect of any unit of the Equipment shall have been entered into by the Lessor or the Company, the documents hereinabove listed shall be addressed to, and the representations, covenants and warranties therein contained shall inure to the benefit of, the Lessor or Trustee, as the Company shall direct, or as shall be appropriate in the circumstances.

ARTICLE 6. Maintenance and Repair: So long as the Manufacturer retains a security interest in the Units pursuant to Article 4 of this Agreement, the Company agrees at its own cost and expense to maintain and keep each Unit in good order and repair, reasonable wear and tear excepted.

ARTICLE 7. Loss or Destruction: In the event of loss or destruction of or irreparable damage to any of the Units from any cause whatsoever after acceptance of the Units and during the time the Manufacturer retains a security interest in the Units pursuant to Article 4 of this Agreement, the Company shall promptly and fully inform the Manufacturer in regard to such loss, destruction or damage, and the Company shall pay to the Manufacturer an amount equal to the Purchase Price (as defined in Article 4 hereof) of each Unit so lost, destroyed or irreparably damaged, plus interest, all as provided in Article 4 hereof.

ARTICLE 8. Termination: The Company may at its option terminate performance of the work under this Agreement, in whole at any time, or from time to time in part, by written notice to the Manufacturer. Such termination shall be effective in the manner and upon the date specified in said notice. Upon receipt of such notice, the Manufacturer shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities, and supplies in connection with performance of this Agreement and shall proceed to cancel promptly all existing orders and terminate all subcontracts insofar as such orders or subcontracts are chargeable to this Agreement and to use its best efforts to minimize all costs chargeable to this Agreement. The Manufacturer shall promptly notify the Company in writing of each cancelled order or subcontract and of any disputes which may arise with respect to such cancelled orders or subcontracts.

Upon the termination of work under this Agreement, full and complete settlement of all claims of the Manufacturer with respect to the terminated work shall be made as follows:

The Company shall pay to the Manufacturer:

- (a) the Purchase Price of each item accepted hereunder and such acceptance shall not be unreasonably withheld; and
- (b) the total of
 - (1) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under (a) hereof;
 - (2) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders which are properly chargeable to the terminated portion of the contract; and

Reduced by:

- (c) any claim which the Company may have against the Manufacturer in connection with this Agreement and any deduction under the terms of this Agreement not otherwise recovered by or credited to the Company. Nothing contained in this paragraph shall be construed to limit or affect any remedies which the Company may have as a result of a default by the Manufacturer.

In all cases where costs or other amounts are calculated and used in (b) and (c); such costs or other amounts shall be exclusive of any profit or other return of the Manufacturer.

Upon the Company's payment to Manufacturer in accordance with this paragraph, title to all equipment, materials, scrap, wastage, work-in-process, finished products, plans, drawings, specifications, information, special tooling, tangible items of a direct charge nature, and other things for which the Manufacturer is paid, shall vest in the Company.

ARTICLE 9. - Indemnification for Claims of Infringement:

a. The Manufacturer indemnifies, defends and saves harmless the Company, its directors, its officers, employees, agents, successors, assigns, customers and users of the Units of Equipment from any and all loss, damage, liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Company its officers, employees, agents, successors, assigns, customers, and users, arising or resulting from the infringement or alleged infringement of any patent, trade secret or other right by virtue of the purchase, construction or use of the Unit of Equipment; provided, however, that such indemnity shall not extend to designs, processes, articles, materials, or combinations thereof specified by the Company and not purported to be developed by the Manufacturer. The Manufacturer agrees that the foregoing indemnity extends to any and all loss, damage, liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, arising or resulting from any injunction, temporary or permanent, enjoining use of the Equipment furnished hereunder by the Company its officers, employees, agents, successors, assigns, users and customers.

b. The Company will likewise indemnify, defend and hold harmless the Manufacturer from and against any and all liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees in any manner imposed upon or accruing against the Manufacturer arising or resulting from the infringement or alleged infringement of any patent, trade secret or other right by virtue of the construction or sale of its Equipment supplied hereunder with respect to designs, processes, articles, materials or combinations thereof specified by Company and not purported to be developed by the Manufacturer.

c. The Company will give notice to the Manufacturer of any claim known to Company on the basis of which liability may be charged against the Manufacturer and the Manufacturer will give notice to the Company of any claims known to the Manufacturer, on the basis of which liability may be charged against the Company hereunder.

ARTICLE 10. Manufacturer's Warranty of Materials and Workmanship

a. The Manufacturer warrants for a period of three years after delivery that the Equipment to be delivered under this order will be built in accordance with the specifications and with the other requirements, specifications, and standards set forth or referred to in Article 2 of this Agreement and warrants that the Equipment will be free from defects in materials, workmanship and design under normal

use and service; the Manufacturer's obligation under this paragraph being limited to making good at its plant in the United States, or at a place in the United States designated by the Manufacturer and agreed upon by the Company, any part or parts of any Unit of the equipment which shall be returned to the Manufacturer within three years after the delivery of such Unit, or as to which written notice of such defect has been given by the Company to the Manufacturer within three years after delivery of such Unit and which part or parts are returned, transportation charges prepaid, within ninety days after such notice to the Manufacturer, provided that an examination of the part or parts by the Manufacturer, and the Company, shall disclose the existence of a defect or in the event the Manufacturer and the Company shall not agree, then by an independent third party (independent testing laboratory or government agency) acceptable to both the Manufacturer and the Company.

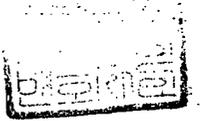
THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE MANUFACTURER, EXCEPT FOR ITS OBLIGATIONS UNDER ARTICLES 2, 3, 4 and 10 OF THIS AGREEMENT. The Manufacturer neither assumes nor authorizes any person to assume for it any other liability in connection with the construction and delivery of the Equipment, except as aforesaid.

b. The Manufacturer also agrees to use its best efforts to include, as a condition of its purchase order with the vendor of any specialty purchased by the Manufacturer for incorporation in the Equipment, an agreement by such vendor to the effect that all warranty agreements and representations, if any, made by such vendor with respect to such specialty may be enforced by the Company, in the Company's own name; by the Manufacturer in the Manufacturer's own name; or by the Manufacturer and the Company jointly. The Manufacturer further agrees that, whether or not such an agreement is contained in any such purchase order, the Company may, at its option, to the extent permitted by law, take and prosecute claims against vendors of specialties purchased by the Manufacturer for incorporation in the Equipment for the breach of any warranty by the vendors to the Manufacturer with respect to such specialties. The Manufacturer and the Company agree to notify each other prior to the assertion of any claim by them against any such vendors of such specialties.

c. The Manufacturer further agrees that neither the inspection as provided in Article 3 of this Agreement nor any examination or acceptance of any Units of the Equipment as provided in Article 3 shall be deemed a waiver or modification by the Company of any of its rights under this Article 11.

d. It is further understood and agreed that the word "design(s)" as used herein and in clause (a) hereof and the word "specialties" as used herein shall be deemed to include articles, materials, systems, formulae and processes.

IN WITNESS WHEREOF, The parties hereto, each pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, all as of the day, month and year first above written.



Hyundai Precision & Ind. Co., Ltd.

By *Ki Chul Cho*

Title Executive Vice President.

(CORPORATE SEAL)

Attest:

Il Kyun Shin
Secretary

TRAILER TRAIN COMPANY

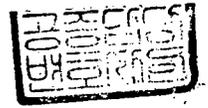
By *R. J. Jannetian*
Vice President & Treasurer

(CORPORATE SEAL)

Attest:

Thomas D. Mason
Assistant Secretary

동양종합법무법인
DONG YANG LAW AND NOTARY OFFICE INC.



동법등부 八六 년 제 六四参 호

Registered No. 643

인 증

NOTARIAL CERTIFICATE

위 공급 계약서

MR. DUK-SUNG, DAN

에 기재된 현대정공주식회사 대표이사 정몽구
의 대리인 단 뒤 성은

an agent of
MONG-KU, CHUNG
PRESIDENT
HYUNDAI PRECISION & IND. CO., LTD.
appeared before me and admitted his(her)

signature and seal to the attached

MANUFACTURING AGREEMENT

위 인증한다.

It is hereby certified on the 22th day of
Jul 1986 . at this office.

一九八六 年 七 月 二十 二 日

본 법인사무소에서

B . I . Hwang

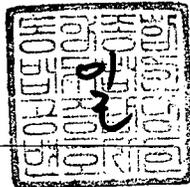
동양종합법무법인

서울특별시중구태평로2가
六층번지의층

Attorney acting Notary Public
DONG YANG LAW & NOTARY OFFICE INC.
61-1, 1-Ka, Taepyung-Ro, Jung-Ku,
Seoul, Korea

담당변호사

황 봉 인



본 법인은 一九八三 年 拾 三 月 参 拾 一 日
법률 제 参 五 九 四 号 에 의거하여 대한민국
법무부장관으로부터 공증인업무를 행할
것을 인가받았다.

This office is authorized by the Minister
of Justice, The Republic of Korea, to act
as Notary Public in accordance with Law
No. 3594 promulgated on Dec. 31, 1982.

STATE OF)
COUNTY OF) SS:

On this 24th day of July, 1986, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an authorized officer of Hyundai Precision & Ind. Co., Ltd. that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

B. I. Hwang

Notary Public

(NOTARIAL SEAL)

My Commission Expires:



STATE OF ILLINOIS)
COUNTY OF COOK) SS:

On this 3rd day of July, 1986 before me personally appeared R. E. Zimmerman, to me personally known, who being by me duly sworn, says that he is the Vice President & Treasurer of TRAILER TRAIN COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Karen K. Schuber
Notary Public

(NOTARIAL SEAL)

My Commission Expires: November 15, 1988

ment to purchase and pay for the Assigned Equipment, but no other duties or obligations of the Assignor thereunder; provided, however, that the Assignor shall remain liable to the Manufacturer in respect of its duties and obligations in accordance with the Manufacturing Agreement; and provided, further, that the Assignee shall not be liable to the Manufacturer under the Manufacturing Agreement.

4. The Assignor represents and warrants that:

(a) in so far as it relates to the Assigned Equipment, the Assignor is the lawful owner, free from all claims, liens, security interests and encumbrances, of its rights under the Manufacturing Agreement, and the Assignor has the right to sell and assign the Manufacturing Agreement as set forth herein and the Assignor will warrant and defend this assignment against the lawful claims and demands of all persons; and

(b) none of the units of the Assigned Equipment has been delivered by the Manufacturer and no payment has been made in respect thereof to the Manufacturer.

5. The Assignee appoints the Assignor its agent to inspect and accept delivery of the units of Assigned Equipment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by its duly authorized officers, all as of the date first above written.

TRAILER TRAIN COMPANY

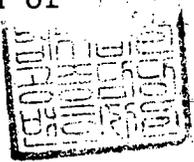
By _____
Treasurer

(Assignee)

By _____

ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Assignment of Manufacturing Agreement is hereby acknowledged and the undersigned hereby confirms to the assignee thereunder all the matters specified in the second paragraph of Article 13 of the Manufacturing Agreement assigned thereby.



By _____

Title _____