**Statement of Material Fact**

**Specific decisions passed by the issuer’s board of directors**

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| 1. General Information | | | | | | | | | | | |
| 1.1. Full corporate name of the issuer | | | | | | | | ***Joint-Stock Company Centre for the Transport of Goods in Containers (TransContainer)*** | | | |
| 1.2. Short corporate name of the issuer | | | | | | | | ***JSC TransContainer*** | | | |
| 1.3. Issuer’s registered address | | | | | | | | ***Russian Federation, 107228, Moscow, Novoryazanskaya Street, 12*** | | | |
| 1.4. Issuer’s Principal State Registration Number (OGRN) | | | | | | | | ***1067746341024*** | | | |
| 1.5. Issuer’s Taxpayer Identification Number (INN) | | | | | | | | ***7708591995*** | | | |
| 1.6. Issuer’s unique code assigned by the registration agency | | | | | | | | ***55194-Е*** | | | |
| 1.7. Webpage used by the issuer for disclosure of information | | | | | | | | [***http://www.trcont.ru***](http://www.trcont.ru) | | | |
| 2. Contents of the Statement | | | | | | | | | | | |
| ***Approval of related-party transactions***  2.1. Contents of the decisions passed by the issuer’s board of directors:  ***2.1.1.***  ***1. To determine that the cost of work under the Agreement between JSC “TransContainer” (Krasnoyarsk Branch) and Roszheldorproekt OJSC (Krasnoyarsk Design and Survey Institute of Krasnoyarskzheldorproekt, a branch of Roszheldorproekt OJSC) is equal to One Hundred Thirteen Thousand Six Hundred and Ninety (113,690.00) rubles 00 kopecks, including VAT at 18% in the amount of Seventeen Thousand Three Hundred and Forty Two (17,342.54) rubles 54 kopecks.***  ***2. To approve entering into the design works agreement between JSC “TransContainer” (Krasnoyarsk Branch) and Roszheldorproekt OJSC (Krasnoyarsk Design and Survey Institute of Krasnoyarskzheldorproekt – a branch of Roszheldorproekt OJSC), which is an interested party transaction, under the following terms and conditions:***  ***Parties to the Agreement: Roszheldorproekt OJSC (Krasnoyarsk Design and Survey Institute of Krasnoyarskzheldorproekt, a branch of Roszheldorproekt OJSC), the Contractor, JSC “TransContainer” (Krasnoyarsk Branch), the Customer.***  ***Subject matter of the Agreement: Drafting, under the Customer’s assignment, of a section in design documents entitled: Activities on Ensuring of Compliance with the Energy Efficiency Requirements, for the facility: Reconstruction of the Container Terminal of the Agency, a branch of JSC “TransContainer” in Krasnoyarsk Railway, at Bazaikha station.***  ***Contractual price: One Hundred Thirteen Thousand Six Hundred and Ninety (113,690.00) rubles 00 kopecks, including VAT at 18% amounting to Seventeen Thousand Three Hundred and Forty Two (17,342.54) rubles 54 kopecks.***  ***Agreement term: The Contract shall inure upon its signing and shall be effective until the Parties’ complete fulfillment of their obligations.***  ***2.1.2.***  ***1. To determine that the price for the used repairable parts and assemblies for freight cars will not exceed 2,990,000.0 rubles, taking into account VAT.***  ***2. To approve entering into the purchase and sale agreement of parts and assemblies of freight cars between JSC “TransContainer” and JSC Carriage Repair Company-2, which is an interested party transaction, under the following terms and conditions:***  ***Parties to the Agreement: JSC “TransContainer”, the Seller, and JSC Carriage Repair Company-2, the Buyer.***  ***Subject matter of the Contract:***  ***The Seller shall transfer, and the Buyer shall accept and pay for, used repairable parts and assemblies for freight cars (hereinafter the Goods), indicated in Appendix No. 1 hereto, which are vacated during scheduled repairs and handling of the Seller’s freight cars.***  ***The Seller guarantees that the Goods are owned by the Seller, are neither pledged nor under arrest nor subject to third party claims.***  ***The name and part number, quantity, year of manufacturing, cost of consignments of the Goods, and place of transfer of Goods shall be indicated in the Specifications (in such format as approved of by the Parties in Appendix No. 3) hereto, executed on the basis of the Requests agreed upon by the Parties (in the format approved of by the Parties in Appendix No. 2).***  ***Contractual price: the cost of used repairable parts and assemblies for freight cars will not exceed 2,990,000.0 rubles, inclusive of VAT (at 18%) amounting to Four Hundred Fifty Six Thousand One Hundred and One (456,101.69) rubles 69 kopecks.***  ***Agreement term: this Agreement shall inure from the date of its signing by the Parties and shall apply to relations between the Parties, which had been established before the Agreement commencement, from August 1, 2011, and shall be effective until December 31, 2011, and, regarding mutual settlements, until such settlement are finalized.***  ***2.1.3.***  ***1. To determine that the cost of services is calculated depending on the cost of services of thermal energy consumption in hot water, according to the thermal power tariffs established by tariff-regulating governmental authorities; and that such cost of services is equal to 1,313.41 rubles/Gcal (VAT not included) as of the time of entering into the agreement.***  ***2. To approve entering into the contract on the thermal power use in hot water, between JSC “TransContainer” (Shakhunya container repairs depot in the Gorkovskaya railway) and Carriage Repair Company-3 OJSC (Yaroslavl Branch of JSC CRC-3), which is an interested party transaction, under the following terms and conditions:***  ***Parties to the Agreement: JSC CRC-3 (Yaroslavl Branch of JSC CRC-3), the Power Suppler, and JSC “TransContainer” (Shakhunya container repairs depot in the Gorkovskaya railway), the Subscriber.***  ***Subject matter of the Contract: Supply authority shall ensure supply of heat to the Subscriber through its network of heat to the objects of real estate at Nizhny Novgorod region, Shakhun'ya Street. Depot, 10 (in accordance with Annex № 3), Subscriber agrees to take the thermal energy (heating, ventilation, heating cold water) and pay in accordance with the terms of the rates approved in the prescribed manner. The volume allocated by the Subscriber of heat and cold-water heating is installed Appendix № 1.***  ***Contractual price: the cost of services is determined proceeding from the volume of services of thermal power consumption in hot water, according to the thermal power tariffs established by governmental tariff regulating authorities, and as of the time of entering into the Agreement is equal to 1,313.41/Gcal (net of VAT). The thermal power tariffs are established by governmental tariff-regulating authorities and are introduced from the time indicated in laws and regulations.***  ***If tariffs change, the contractual price shall be determined based on the newly established tariffs. The new tariffs shall be applied by the Power Supplier in settlements with the Subscriber starting from the effective date thereof indicated in regulations. The Power Supplier shall be entitled to change unilaterally, without entering into a supplementary agreement to the agreement, the tariffs for thermal energy on the basis of laws and regulations, by a written notice to the Subscribed at least one month prior to application of new tariffs.***  ***Agreement term: This Contract shall inure from the time when the relations between the Parties are established, on July 1, 2011, and shall be effective until December 31, 2012, inclusively. The effect of this Agreement shall apply to relations between the Parties, which were established before it took effect on July 1, 2011.***  ***Miscellaneous: if neither party notifies the other party of its intention to terminate the agreement 30 days prior to its expiry, the agreement shall be deemed to have been extended at the same time.***  ***2.1.4.***   1. ***To determine that the transaction price is dependent on the cost of services actually provided in the course of performance of the Agreement, at the following rent rates:***   ***3-ton container: RUB 13.0/day, net of VAT***  ***5-ton container: RUB 18.0/day, net of VAT***  ***2. To approve entering into the lease agreement with respect to the medium-tonnage containers of JSC “TransContainer” between JSC “TransContainer” and JSC Russian Railways, which is an interested party transaction, under the following terms and conditions:***  ***Parties to the Agreement: JSC Russian Railways (Center for Corporate Transport Services – a branch of JSC Russian Railways), the Lessee and JSC “TransContainer”, the Lessor.***  ***Subject matter of the Agreement:***  ***1.1. The Lessor shall provide the Lessee in lease with multi-purpose medium-tonnage three- and five-ton containers, which are owned by the Lessor (hereinafter the Containers), for cargo transportation in all transportation types.***  ***1.2. The let out containers are listed in the certificates of transfer/acceptance of containers in lease, which make the integral part hereof.***  ***Contractual price: The transaction price is made up of the cost of actually provided services in the course of performance of the Agreement at the following rent rates established in Appendix No. 4 hereto:***   |  |  |  |  | | --- | --- | --- | --- | | ***1.s/r No.*** | ***Container type*** | ***Rent rate (RUB per container/rail car per day, net of VAT*** | ***Rent rate (RUB per container/ rail car per day, inclusive of VAT*** | | ***1*** | ***3-ton container*** | ***13.00*** | ***15.34*** | | ***2*** | ***5-ton container*** | ***18.00*** | ***21.24*** |   ***Agreement term: The Agreement shall inure from the date of its signing by the Parties, subject to its approval by management bodies of JSC “TransContainer” and shall be effective until the Thirty First (31st) of December 2011, inclusively, and as concerns settlements and repairs of leased containers, until full performance by the Parties of their obligations hereunder.***  ***The effect of the Agreement shall apply to relations between the Parties, which were established on the Twelfth (12th) of August 2011.***  ***2.1.5.***  ***1. To determine that the amount of rent for the use of the land plot with total area of 111,398.0 sq.m located at: 19, Kislovodskoye Highway, Pyatigorsk, under the Land Plot Sublease Agreement of October 12, 2007, No. TsRIZ/4/А/0611010000/07/002470 is equal to RUB 1,127.31 a year, inclusive of VAT.***  ***2. To approve entering into Supplementary Agreement No. 1 to and Land Plot Sublease Agreement of October 12, 2007, No. TsRIZ /4/А/0611010000/ 07/002470 by and between JSC “TransContainer” (North Caucasian Branch) and JSC Russian Railways (North Caucasian Railway – a branch of JSC Russian Railways) as an interested party transaction, under the following terms and conditions:***  ***Parties to the Supplementary Agreement: JSC “TransContainer” (North Caucasian branch) – the Sub-Lessee and JSC Russian Railways (North Caucasian railway – a branch of JSC Russian Railways) - the Lessee.***  ***Subject matter of the Supplementary Agreement:***   1. ***Section 1.3. of the Agreement shall read as follows:***   ***”1.3. The following is located on the Land Plot:***   1. ***Administrative Building (customs department), Letter 2- state registration certificate of right, series 26АБ No. 206082 of November 1, 2006*** 2. ***Boiler room, Letter 13, certificate of state registration of right series 26BN No. 206084 of November 11, 2006*** 3. ***Administrative building of the Skachki station, Letter 1 - certificate of state registration of right series 26АБ No. 206081 of November 1, 2006*** 4. ***Warehouse No. 1 (inv. No. 00001136), letter 10, certificate of state registration of right series 26АБ No. 206102 of November 1, 2006*** 5. ***Service and technical building No. 1 (inv. No. 0001134), Letter 4 - certificate of state registration of right series 26АБ No. 206098 of October 31, 2006*** 6. ***Service and technical building No. 2, letter 5 - certificate of state registration of right series 26АБ No.206104 of November 1, 2006*** 7. ***Container repairs workshop, letter 33 - certificate of state registration of right series 26АБ No.206085 of November 1, 2006*** 8. ***Bituminous coating, letter 20 - certificate of state registration of right series 26АБ No.206103 of November 1, 2006*** 9. ***Fencing of the cargo terminal (inv. No. 00001129), letter 27 – certificate of state registration of right series 26АБ No.206101 of November 1, 2006*** 10. ***Bituminous coating, letter 21 – certificate of state registration of right series 26АБ No.206086 of November 1, 2006*** 11. ***Crane track (inv. No. 0001143) letter 17 - certificate of state registration of right series 26АБ No.206099 of October 31, 2006*** 12. ***Charger, letter 14 - certificate of state registration of right series 26АБ No.206083 of November 1, 2006*** 13. ***Watch box, letter 22 – certificate of state registration of right series 26АЕ No. 295353 of February 6, 2008*** 14. ***Garage, letter 15 – certificate of state registration of right series 26АЕ No.295339 of February 6, 2008,*** 15. ***Crane track, letter 26 – certificate of state registration of right 26АЕ No.295356 of February 6, 2008,*** 16. ***Crane track, letter 32 – certificate of state registration of right 26АЕ No.295354 of February 6, 2008,*** 17. ***Warehouse No.2, letter 11 – certificate of state registration of right 26АЕ No.295357 of February 6, 2008*** 18. ***Fuel warehouse, letter 16 – certificate of state registration of right 26АЕ No.295355 of February 6, 2008,*** 19. ***Service and technical building No.3, letter 6 – certificate of state registration of right 26АЕ No.295341 of February 6, 2008,*** 20. ***Toilette, letter 23 – certificate of state registration of right 26АЕ No.295359 of February 6, 2008,*** 21. ***Trolley line, letter 25 – certificate of state registration of right 26АЕ No.295360 of February 6, 2008,*** 22. ***Bituminous coating, letter 18 – certificate of state registration of right 26АЕ No.295340 of February 6, 2008,*** 23. ***Bituminous coating, letter 19 – certificate of state registration of right 26АЕ No.295358 of February 6, 2008”.*** 24. ***Section 4.1 of the Agreement shall read as follows:***   ***“4.1. The amount of annual rent for use of the Land Plot shall be equal to One Thousand One Hundred and Twenty Seven 31/100 (1,127.31) rubles, including 18% VAT of One Hundred and Seventy One 96/100 (171.96) rubles.***   1. ***Section 4.3 of the Agreement shall read as follows:***   ***”4.3. The Lessee shall be entitled to unilaterally change the amount of rent hereunder but not more than once a year.***  ***Annual change in the rent rate may be implemented by the Lessee’s resolution in not more than a 1.5-fold amount of the maximum forecasted inflation rate in the Russian Federation for the fiscal year, in which the rent changes, or on the immediately following fiscal year at the Lessee’s choice. The forecasted inflation level envisaged in the federal law on the federal budget for the appropriate years is used for calculation.***  ***In the absence in the federal law on the federal budget for the appropriate years of the value of the forecasted inflation level, the inflation level (consumer prices in general for Russia) for the last elapsed calendar year, which is annually established/communicated in JSC Russian Railways’ internal document, which is determined in accordance with the official data of the federal state statistics authority (or another federal authority authorized to communicate official statistics data on the inflation level for the year) shall be used.***  ***In this case, the rent increase ratio for this Agreement shall in no event be lower than the ratio of the most recent rent increase under the lease agreement with respect to the Land Plot, as concluded by the Lessee and the Lessor of the Land Plot.***  ***Change in the rent amount hereunder shall take place upon expiry of one month from the date of the Lessee’s written notice to the Sub-Lessee as to unilateral change in the rent amount. The notice date shall be the date when the appropriate notice is sent to the Sub-Lessee against signature (when the notice is sent with a courier) or the date of delivery to the Sub-Lessee of registered mail by the postal service or the date when the postal service made a mark on the registered correspondence as to the Sub-Lessee’s absence/relocation from the mailing address indicated in the Agreement (if the notice is sent by registered mail).”.***   1. ***Section 8.2 of the Agreement shall read as follows:***   ***“8.2. All disputes related to entering into, performance, modification, or termination hereof shall be settled in the Permanent Court of Arbitration of CJSC Association for Professional Legal Assistance, in accordance with the provision and the Regulations of the Permanent Court of Arbitration.***  ***Location of the Permanent Court of Arbitration of CJSC Association for Professional Legal Assistance: 4/10, ul. Stepana Supruna, Office 147, Moscow 125167, telephones: 613-87-23, 613-61-27.”.***   1. ***From the date of entry into force of the Agreement, to recognize Appendices No. 3 and 4 hereto as invalid.*** 2. ***From the date of entry into force of the Agreement, of Appendix No. 3 to the Agreement in the version of Appendix No. 1 to this Agreement from the date of signing hereof.*** 3. ***From the date of entry into force of the Agreement, Appendix No. 4 to the Agreement in the version of Appendix No. 2 to this Agreement from the date of signing hereof.***   ***Term of the Supplementary Agreement:***  ***The Supplementary Agreement shall inure upon its state registration and shall be effective during the entire term hereof.***  ***2.1.6.***  ***1. To determine that the cost of forwarding services provided by JSC “TransContainer” shall be determined on the basis of the cost of transport and forwarding services approved of by JSC “TransContainer”.***  ***2. To approve entering into the freight forwarding agreement between JSC “TransContainer” (South Urals branch) and CRC-1 OJSC, which is an interested party transaction, under the following terms and conditions:***  ***Parties to the Agreement: JSC “TransContainer” (South Urals branch) – TransContainer, and JSC CRC-1 – the Customer.***  ***Subject matter of the Agreement: TransContainer shall, for the remuneration and at the Customer’s expense, provide or arrange for provision of the transport and forwarding services indicated in the Customer’s Order, which are related to transportation of cargo by rail, water and/or motor transport as well as provide other transportation and forwarding services of arranging for transportation of domestic, imported, export and transit cargo.***  ***Contractual price: The Contractual Price shall be made up of the cost of transportation and forwarding services actually provided to the Customer in the process of its performance, according to the list and cost of transportation and forwarding services approved of by JSC “TransContainer”.***  ***Agreement term: the Agreement shall inure on the date of its signing by both parties and shall be effective until December 31, 2012 inclusive.***  ***Pursuant to Article 425.2, Russian Civil Code, the effect hereof shall apply to relations of the Parties, which were established before its signing, from August 11, 2011.***  ***2.1.7.***  ***1. To determine that the cost of transport and forwarding services provided by JSC “TransContainer” shall be determined on the basis of the Price List of JSC “TransContainer” as applicable at the time of provision of services.***  ***2. To approve entering into the freight forwarding agreement between JSC “TransContainer” (Sverdlovsk Branch) and Ishim Mechanical Works OJSC, which is an interested party transaction, under the following terms and conditions:***  ***Parties to the Agreement: JSC “TransContainer” (Sverdlovsk branch) – TransContainer, Ishim Mechanical Works OJSC – the Customer.***  ***Subject matter of the Agreement: TransContainer shall, for the remuneration and at the Customer’s expense, provide or arrange for provision of the transport and forwarding services indicated in the Customer’s Order, which are related to transportation of cargo by rail, water and/or motor transport as well as provide other transportation and forwarding services of arranging for transportation of domestic, imported, export and transit cargo.***  ***The list and volume of services required to the Customer shall be determined by the Customer in the Order. The form of the Order forms Appendix No. 1 to the Transport Forwarding Agreement. The list and volume of services required to the Customer shall be determined by the Customer in the Order. The form of the Order shall constitute Appendix No. 1 to the Transport Forwarding Agreement.***  ***Contractual price: The Contractual Price shall be made up of the cost of transport and forwarding services actually provided to the Customer in the process of its performance, according to the Price List of JSC “TransContainer”.***  ***Agreement term: the Agreement shall inure from the date of its signing by both parties and shall be effective until December 1, 2012.***  ***If neither Party declared in writing its intention to terminate the Agreement at least thirty days prior to its termination, the Agreement shall be deemed to have been extended for each subsequent calendar year.***  ***2.1.8.***  ***1. To determine that the cost of transport and forwarding services provided by JSC “TransContainer” shall be determined on the basis of the Price List of JSC “TransContainer” as applicable at the time of provision of services.***  ***2. To approve entering into the freight forwarding agreement between JSC “TransContainer” (Far Eastern branch) and Regio Telecom-DV CJSC, which is an interested party transaction, under the following terms and conditions:***  ***Parties to the Agreement: JSC “TransContainer” (Far Eastern branch) – TransContainer and Regio Telecom-DV CJSC – the Customer.***  ***Subject matter of the Agreement: TransContainer shall, for remuneration and at the Customer’s expense, provide and/or arrange for provision of the transport and forwarding services indicated in the Customer’s Order, which are related to cargo transportation by rail, water and/or motor transport in the Russian Federation.***  ***Contractual price: List and cost of transport and forwarding services, which may be provided by TransContainer, shall be determined by TransContainer in accordance with the Price List approved of by TransContainer as of the date when the Order was issued by the Customer.***  ***Agreement term: the Agreement shall inure from the date of its signing by both Parties and shall be effective until December 31, 2011.***  ***If neither Party announced its intention to terminate the Agreement thirty days prior to its expiry, the Agreement shall be deemed to have been extended for each subsequent calendar year.***  ***2.1.9.***  ***1. To establish that the cost of telephone communications services is determined in accordance with the tariff plan and is made up of the cost of actually provided services, proceeding from the scope of provided services.***  ***2. to approve entering into Agreement No. 48 of Telephone Communications Services in the Common Network between JSC Russian Railways (St. Petersburg Regional Communications Center – a business unit of Oktyabrskaya Communications Directorate of the Central Communications Station – a branch of JSC Russian Railways) and JSC “TransContainer” (Oktyabrskiy Branch), which is an interested party transaction, under the following terms and conditions:***  ***Parties to the Agreement: JSC Russian Railways (St. Petersburg Regional Communications Center – the business unit of the Oktyabrskaya Communications Directorate of the Central Communications Station – a branch of JSC Russian Railways – the Communications Operator, and JSC “TransContainer” (Oktyabrskiy Branch) – the Subscriber.***  ***Subject matter of the Agreement: provision of the telephone communications services in the common communications network.***  ***Contractual price: it is determined in accordance with the tariff plan, proceeding from the volume of provided services in the aggregate, and will amount to:***  ***For local telephone communications services (the use of subscriber’s line) for St. Petersburg – RUB 967.60 per month, including 18% VAT of RUB 147.60***  ***Provision of local telephone connections (conversation) from the main subscriber’s device connected under the individual pattern subject to the subscription payment system – RUB 1,581.20 per month, including VAT of RUB 241.20***  ***Provision of telephone connections in the dedicated network of JSC Russian Railways – RUB 205 per month, including VAT of RUB 31.27, for provision of the subscriber’s line - RUB 0.40, including VAT of RUB 0.06, for provision of one minute of local telephone connection***  ***Provision of telephone connection in the dedicated communications line to JSC Russian Railways network – RUB 102.5, including VAT of RUB 15.64, for provision of the subscriber’s line – RUB 0.40, including VAT of RUB 0.06, for provision of one minute of local telephone connection.***  ***Agreement term: the Agreement shall inure from the date of its signing and shall be effective until December 31, 2011***  ***Miscellaneous: if neither Party declares in writing its intention to terminate the Agreement Thirty (30) days prior to its expiry, the Agreement shall be deemed to have been extended for each subsequent calendar year.***  ***2.1.10.***   1. ***To determine that the cost of telephone communications services in the dedicated communications line shall be equal to RUB 96,882.72 per month, net of 18% VAT, and the cost of value-added communications services shall be determined in accordance with the tariff plan proceeding from the scope of provided services.*** 2. ***To approve entering into the contract between JSC “TransContainer” and JSC Russian Railways (Central Communications Station – branch of JSC Russian Railways), which is an interested party transaction, under the following terms and conditions:***   ***Parties to the Agreement: JSC “TransContainer” - the Subscriber and JSC Russian Railways (Central Communications Station – branch of JSC Russian Railways), the Operator.***  ***Subject matter of the Agreement: provision of telephone communications services (local and dedicated line).***  ***Contractual price: the cost of telephone communications services in the dedicated line shall be equal to RUB 96,882.72 per month, inclusive of 18% VAT, and the cost of value-added communications services shall be determined in accordance with the tariff plan, proceeding from the scope of provided services.***  ***Agreement term: this Agreement shall be effective for One (1) year from its signing by the Parties.***  ***Miscellaneous: if neither Party, at least Thirty (30) calendar days prior to the expiry of this Agreement did not notify the other Party of its intention to terminate the same, the Agreement shall be deemed to have been extended for the next calendar year.***  ***Upon entering into the Agreement, Agreement No. 0100 of February 1, 2007, shall terminate.***  ***2.1.11.***   1. ***To determine that the cost of telegraph communications services is determined in accordance with the Tariff Plan and is equal to:***  |  |  |  |  |  | | --- | --- | --- | --- | --- | | ***s/r No.*** | ***Payment*** | ***Payment amount, not inclusive of VAT (RUR)*** | | | | ***For legal entities*** | | | | ***Dedicated telegraph communications network of JSC Russian Railways*** | ***Dedicated telegraph communications lines of railways (railway administrations) of CIS member states, Latvia, Lithuania, Estonia, which related to the dedicated telegraph communications network of JSC Russian Railways*** | | | ***1*** | ***2*** | ***3*** | ***4*** | | | 1. ***Telegraph communications services (RUB/word)*** | | | | | | ***1.1.*** | ***Telegram*** |  | | | | ***1.1.1.*** | ***Ordinary (per word)*** | ***2.16*** | | ***17,50*** | | ***1.1.2.*** | ***Urgent (per word)*** | ***3.50*** | | ***35,00*** | | ***1.2.*** | ***Telegraph address registration*** | ***19,000.00*** | | | | ***1.3.*** | ***Telegraph charge (delivery)*** |  | | | | ***1.3.1.*** | ***Ordinary*** | ***45.56*** | | | | ***1.3.2.*** | ***Urgent*** | ***73.44*** | | | | 1. ***Value-added communications services (RUB/word)*** | | | | | | ***2.1.*** | ***Receipt of facsimile messages (processing of incoming correspondence)*** | ***6.50*** | | |  1. ***To approve entering into the telegraph communications services contract between JSC “TransContainer” and JSC Russian Railways (Central Communications Station - branch of JSC Russian Railways), which is an interested party transaction, under the following terms and conditions:***   ***Parties to the Agreement: JSC “TransContainer” - the User and JSC Russian Railways (Central Communications Station – branch of JSC Russian Railways) – the Operator.***  ***Subject matter of the Agreement: provision of telegraph communications services.***  ***Contractual price: The contractual price is made up of the cost of actually provided communications services during the effective period of the Agreement. The cost of telegraph communications services as of the time of entering into the Agreement is determined in accordance with the tariff plan for provision of telegraph communications services, proceeding from the scope of provided services.***  ***Agreement term: the contract shall inure from its signing by the Parties and shall be effective for One (1) year from the date of its signing.***  ***Miscellaneous: The Agreement term shall be automatically extended for each subsequent year, if neither party to the Agreement notifies the other party at least 30 days prior to expiry hereof of its intention to terminate the Agreement.***  ***From the time of entering into the Agreement, Agreement No. 0100 of February 1, 2007, shall terminate.***  ***2.1.12.***   1. ***To determine that the cost of services of provision of physical chain in temporary use shall be equal to RUB 3,540.00 per month, inclusive of 18% VAT.*** 2. ***To approve conclusion of a contract between JSC “TransContainer” and JSC Russian Railways (Central Communications Station – a branch of JSC Russian Railways), which is an interested party transaction, under the following terms and conditions:***   ***Parties to the Agreement: JSC “TransContainer” - the Customer and JSC Russian Railways (Central Communications Station – a branch of JSC Russian Railways) – the Contractor.***  ***Subject matter of the Agreement: services of provision of physical chain in temporary use.***  ***Contractual price: RUB 3,540 per month, 18% VAT inclusive.***  ***Agreement term: This Agreement shall inure from its signing by the parties and shall be effective for One (1) year from its signing date.***  ***Miscellaneous: The effective period hereof shall be automatically renewed for each subsequent year, if neither Party hereto notifies the other Party at least 30 days prior to expiry hereof of its intention to terminate the Agreement.***  ***Upon conclusion of the Agreement, Agreement No. 0100 of February 1, 2007, shall terminate.***  ***2.1.13.***  ***1. To establish that the cost of services shall be determined based on tariffs of Volgatranstelecom CJSC and specified by the Parties in Orders to the Agreement.***  ***2. To approve entering into the Agreement between JSC “TransContainer” (Volga Branch) and Volgatranstelecom CJSC, which is an interested party transaction, under the following terms and conditions:***  ***Parties to the Agreement: JSC “TransContainer” (Volga Branch) – the User and Volgatranstelecom CJSC – the Communications Operator.***  ***Subject matter of the Agreement: provision of electric communications services in the data transmission network for voice information transmission purposes.***  ***Contractual price: the cost of services shall be established based on the tariffs of Volgatranstelecom CJSC as agreed upon by the Parties in orders and shall amount to:***  ***- RUB 15,000, for connection, net of VAT***  ***- RUB 1,200, for use, per month, net of VAT.***  ***Agreement term: this Agreement shall inure from its signing by both Parties and shall be effective until December 31, 2011. The contract shall apply to relations between the Parties, which arisen from June 1, 2011.***  ***Miscellaneous: If neither Party declares in writing its intention to terminate the Agreement by at least Thirty (30) days prior notice, the Agreement shall be deemed extended for each subsequent year, in the same manner.***  ***If the cost of provided services changes, the Communications Operator shall send to the User the appropriate notices in writing, at least 30 days prior to the date of introduction of the proposed change.***  ***2.1.14.***  ***1. To establish that the cost of telephone communications services is determined based on tariffs of Volgatranstelecom CJSC, as agreed upon by the Parties in Orders to the Agreement.***  ***2. To approve entering into the communications service contract between JSC “TransContainer” (Volga Branch) and Volgatranstelecom CJSC, which is an interested party transaction, under the following terms and conditions:***  ***Parties to the Agreement: JSC “TransContainer” (Volga Branch) – the Subscriber – Volgatranstelecom CJSC – the Communications Operator.***  ***Subject matter of the Agreement: provision of telephone communications services.***  ***Contractual price: the cost of services is established on the basis of tariffs of Volgatranstelecom CJSC as agreed upon by the Parties in Orders and amounts to:***   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | ***Name*** | ***Measurement unit*** | ***Quantity*** | ***Price*** | ***Total*** | ***Service type*** | | ***Provision of access to the local telephone communications network*** | ***Per number of trunk*** | ***5*** | ***4,000.00*** | ***20,000.00*** | ***One-off*** | | ***Intra-area connections (ABC)*** | ***Min*** | ***1*** | ***1.50*** | ***1.50*** | ***Actually provided*** | | ***Intra-area connections (DEF)*** | ***Min*** | ***1*** | ***1.50*** | ***1.50*** | ***Actually provided*** | | ***Subscription fee for the use of the subscription line and the unlimited number of local telephone connections*** | ***Per number or СЛ*** | ***21*** | ***380.00*** | ***7,980.00*** | ***Periodical, monthly*** | | ***Provision of access to the local telephone communications network (more than 4 subscription lines)*** | ***Per number or СЛ*** | ***16*** | ***2,000.00*** | ***32,000.00*** | ***One-off*** |   ***Agreement term: the Agreement shall inure from the date of its signing by the Parties and shall be effective until December 31, 2011. The effect of the Agreement shall apply to relations between the Parties, which were established on June 1, 2011.***  ***Miscellaneous: If neither Party declares in writing its intention to terminate the Agreement by at least Thirty (30) days prior notice, the Agreement shall be deemed extended for each subsequent year, in the same manner.***  ***If the cost of provided services changes, the Communications Operator shall send to the Subscriber the appropriate notices in writing, at least 30 days prior to the date of introduction of the proposed change.***  ***2.1.15.***  ***1. To establish that the cost of communications services is established on the basis of tariffs of Volgatranstelecom CJSC as agreed upon by the Parties in Orders to the Agreement.***  ***2. To approve entering into the communications services contract between JSC “TransContainer” (Volga Branch) and Volgatranstelcom CJSC, which is an interested party transaction, under the following terms and conditions:***  ***Parties to the Agreement: JSC “TransContainer” (Volga Branch) – the Subscriber – and Volgatranstelecom CJSC – the Communications Operator.***  ***Subject matter of the Agreement: provision of communications services in the data transmission network, except for communications services of voice data transmission.***  ***Contractual price: the cost of services is established based on tariffs of Volgatranstelecom CJSC as agreed upon by the Parties in orders and amounts to:***  ***- RUB 8,000, net of VAT, per month, for provision of access to the data transmission***  ***network***  ***- for provision of the Ethernet***  ***RUB 7,500, net of VAT, connection***  ***RUB 4,500, net of VAT, per month, for the use.***  ***Agreement term: the Agreement shall inure upon its signing by both Parties and shall be effective until December 31, 2011. The effect of the contract shall apply to relations between the Parties, which were established from June 1, 2011.***  ***Miscellaneous: If neither Party declares in writing its intention to terminate the Agreement by at least Thirty (30) days prior notice, the Agreement shall be deemed extended for each subsequent year, in the same manner.***  ***If the cost of provided services changes, the Communications Operator shall send to the Subscriber the appropriate notices in writing, at least 30 days prior to the date of introduction of the proposed change.***  ***2.1.16.***  ***I. 1. To determine that the annual cost of telephone communications services provided at the stations of Michurinsk and Tsna shall be equal to Thirty Five Thousand Five Hundred and Twenty Six (35,526) rubles, inclusive of 18% VAT of Five Thousand Four Hundred and Nineteen 20/100 (5,419.20) rubles.***  ***2. To approve entering into the telephone communications (local and dedicated line) contract between JSC “TransContainer” (South Eastern branch) and JSC Russian Railways (Michurinsk Regional Communications Center – a business unit of the Voronezh Communications Station – a branch of JSC Russian Railways), which is an interested party transaction, under the following terms and conditions:***  ***Parties to the Agreement: JSC “TransContainer” (South Eastern Branch) – the Subscriber, JSC Russian Railways (Michurinsk Regional Communications Center – a business unit of the Voronezh Communications Directorate – the Central Communications Station – a branch of JSC Russian Railways) – the Communications Operator.***  ***Subject matter of the Agreement: Provision of telephone communications (local and dedicated line) services of agencies at the stations of Michurinsk and Tsna.***  ***Contractual price: Price for telephone communications services under the Agreement is determined in accordance with the tariff plan of the Communications Operator (Appendix No. 1 to the Agreement), proceeding from the scope of proposed telephone services.***  ***The annual cost of communications services under the Agreement of servicing the Agencies at the station of Michurinsk and Tsna shall be equal to Thirty Five Thousand Five Hundred and Twenty Six (35,526) rubles, inclusive of 18% VAT of Five Thousand Four Hundred and Nineteen 20/100 (5,419.20) rubles.***  ***Agreement term: the Agreement shall inure from the date of its signing by the Parties and shall be effective until December 31, 2011.***  ***Miscellaneous: The Agreement term shall be automatically renewed for each subsequent year, unless either Party hereto notifies the other Party in writing at least 30 days prior to expiry hereof of its intention to terminate the Agreement.***  ***From the date of entering into the Agreement, Agreement of the Telephone Communications Service No. 211/RTsS-5/NKP YuVZhD 191, of June 23, 2009, terminates.***  ***II. 1. To determine that the annual cost of telephone communications services provided to the Gryazi production section is equal to 34,285.56 rubles, including 18% VAT.***  ***2. To approve entering into the telephone communications (local and dedicated) service contract between JSC “TransContainer” (South Eastern branch) and JSC Russian Railways (Michurinsk Regional Communications Center – the business unit of the Voronezh Communications Directorate – the Central Communications Station – a branch of JSC Russian Railways), which is an interested party transaction, under the following terms and conditions:***  ***Parties to the Agreement: JSC “TransContainer” (South Eastern branch) – the Subscriber, JSC Russian Railways (Michurinsk Regional Communications Center - Central Communications Station – a branch of JSC Russian Railways) – the communications operator.***  ***Subject matter of the Agreement: provision of telephone communications (local and dedicated line) services in the Gryazi production site.***  ***Contractual price: the price of telephone communications services under the Agreement shall be determined in accordance with the tariff plan (Appendix No. 1 hereto).***  ***The annual cost of communications services under the Service Agreement for the Gryazi production site shall be equal to 34,285.56 rubles, including 18% VAT.***  ***Agreement term: the Agreement shall inure from the date of its signing by the Parties and shall be effective until December 31, 2011.***  ***Miscellaneous: Agreement term shall be automatically extended for each subsequent year, if neither Party hereto notifies the other Party by at least 30 days notice before expiry of the Agreement of its intention to terminate its effect.***  ***From the date of entering into the Agreement, the effect of the telephone communications service contract of August 1, 2008, No. 282/RTsS-5/234, terminates.***  ***2.1.17.***   1. ***To determine that the cost of services as of the time of entering into the Agreement shall be established on the basis of tariffs for provision of telegraph communications services, proceeding from the scope of provided telegraph services.***   ***The cost of telegraph communications services shall amount to:***  ***- ordinary internal telegram: RUB 3.12/word, net of VAT***  ***- urgent internal telegram: RUB 4.68 /word, net of VAT***  ***- ordinary telegram delivery: RUB 23,40, net of VAT***  ***- urgent telegraph delivery: RU$ 31.20, net of VAT***  ***- delivery to population centers without telegraph communications: RUB 30.91, net of VAT.***   1. ***To approve entering into the telegraph communications service contract between JSC Russian Railways (Chita Regional Communications Center – a branch of JSC Russian Railways) and JSC “TransContainer” (Zabaikalskiy Branch), which is an interested party transaction, under the following terms and conditions:***   ***Parties to the Agreement: JSC Russian Railways (Chita Regional Communications Center – a business unit of the Chita Communications Directorate - Central communications Station – a branch of JSC Russian Railways) – the Communications Operator and JSC “TransContainer” (Zabaikalskiy Branch) – the User.***  ***Subject matter of the Agreement: telegraph communications services provision.***  ***Contractual price: determined in accordance with the tariff plan, proceeding from the scope of the provided telegraph services. The cost of telegraph communications services shall be equal to:***  ***- RUB 3.12/word, net of VAT, for internal ordinary telegram***  ***- RUB 4.68/word, net of VAT, for internal urgent telegram***  ***- RUB 23.40, net of VAT, for ordinary telegraph delivery***  ***- RUB 31.20, net of VAT, for urgent telegram delivery***  ***- RUB 30.91, net of VAT, for delivery to population centers without telegraph communications.***  ***Agreement term: the Agreement shall inure upon its signing by the Parties and shall be effective until December 31, 2011.***  ***Miscellaneous: The Agreement term shall be automatically extended for each subsequent year, if neither Party notified the other Party by at least 30 days’ notice before expiry of the Agreement of its intention to terminate it.***  ***2.1.18.***  ***1. To establish that the cost of local communications services shall be made up of the monthly subscription fee of RUB 185.0, net of VAT (18%), as well as the number of minutes multiplied by RUB 0.36 net of VAT (18%). The cost of actually provided intra-area services shall be determined at the tariffs, as per the Order.***  ***2. To approve entering into Supplementary Agreement No. 1 to Communications Services Agreement No. 3804250/85 of June 3, 2009, between JSC “TransContainer” (Sverdlovsk Branch) and Ural-TransTeleCom CJSC, which is an interested party transaction, under the following terms and conditions:***  ***Parties to the Supplementary Agreement: JSC “TransContainer” (Sverdlovsk Branch) – the Customer, Ural-TransTeleCom CJSC – the Contractor.***  ***Subject matter of the Supplementary Agreement: Appendix No. 1 to the Agreement shall be set forth in the version of Appendix No. 1 to Supplementary Agreement. Appendix No. 2 to the Agreement shall be deemed null and void.***  ***Price for Supplementary Agreement: the tariff for local communications services shall be made up of the monthly subscription fee of RUB 185.00, net of VAT, as well as the number of minutes multiplied by the rate of RUB 0.36, net of VAT. The cost of actually provided intra-area communications services shall be determined at the tariffs, according to Order No. 1 (Appendix No. 1 hereto).***  ***Term of the Supplementary Agreement: shall inure from the date of its signing by both parties and shall be effective during the entire period thereof.***  ***2.1.19.***  ***1. To determine that the price for telephone communications services, according to the concluded Agreement, shall be equal to:***  ***- from December 1, 2010, to February 1, 2011, which is equal to Four Thousand Seven Hundred and Fourteen 10/100 (4,714.10) rubles, including 18% VAT of RUB 719.10 per month.***  ***- from February 1, 2011, shall amount to Five Thousand and Thirty Eight 60/100 (5,038.60) rubles, including 18% VAT of RUB 768.60 per month. Services of RTsS -5 telephone station shall be postpaid.***  ***2. To approve entering into Supplementary Agreement No. 1 to the telephone communications service agreement of February 25, 2011, No. KYu-947/yur by and between JSC “TransContainer” (Kuybyshev Branch) and JSC Russian Railways (Ulyanovsk Regional Communications Center – a business unit of the Samara Communications Directorate – the Central Communication Station – a branch of JSC Russian Railways), which is an interested party transaction, under the following terms and conditions:***  ***Parties to the Supplementary Agreement: JSC “TransContainer” (Kuybyshevskiy Branch) – the Subscriber, JSC Russian Railways (Ulyanovsk Regional Communications Center – a business unit of the Samara Communications Directorate – the Central Communications Station – a branch of JSC Russian Railways) – the communications operator.***  ***Subject matter of the Supplementary Agreement:***  ***1. Section 4.2 of the contract No. 32 (No. KYu-947/yur) of February 25, 2011, of telephone communications services in the common communications network shall read as follows:***  ***«4.2. The cost of communications services from December 1, 2010, to February 1, 2011, under the Agreement per month shall be equal to RUB 3,995; besides, 18% VAT of RUB 719.10. The total amount is equal to RUB Four Thousand Seven Hundred and Fourteen 10/100 (4,714.10) per month. The cost of communications services starting from February 1, 2011, under the Agreement per month shall be equal to RUB 4,270, plus 18% VAT of RUB 768.60. The total amount is equal to Five Thousand and Thirty Eight 60/100 (5,038.60) rubles per month. Services of RTsS-5 telephone station are postpaid.***  ***2. Appendix No. 1 under the Agreement in the version of Appendix No. 1 to this Supplementary Agreement.***  ***3. Section 4.3 of the Agreement shall read as follows: “4.3. The communications operator shall be entitled to unilaterally, without entering into a supplementary agreement to the Agreement, change the tariffs for telegraph communications services, on the basis of orders of the Russian Federal Telecommunications Service, by a written notice to the Subscriber at least one month prior to application of new tariffs. In this case, simultaneously with the notice, the Communications Operator shall send to the Subscriber the calculation of the cost of main and additional communications services.***  ***Price of Supplementary Agreement: the cost of communications services from December 1, 2010, to February 1, 2011, under the Agreement per month shall be equal to RUB 3,995; besides, 18% VAT of RUB 719.10. The total amount is equal to RUB Four Thousand Seven Hundred and Fourteen 10/100 (4,714.10) per month. The cost of communications services starting from February 1, 2011, under the Agreement per month shall be equal to RUB 4,270, plus 18% VAT of RUB 768.60. The total amount is equal to Five Thousand and Thirty Eight 60/100 (5,038.60) rubles per month. Services of RTsS-5 telephone station are postpaid.***  ***Term of the Supplementary Agreement: the Agreement shall inure upon its signing by the Parties and shall apply to relations between the Parties that were established from December 1, 2010.***  ***2.1.20.***   1. ***To establish that the cost of telephone communications services shall amount to Sixteen Thousand Nine Hundred and Three 50/100 (16,903.50) rubles, including 18% VAT of Two Thousand Five Hundred and Seventy Eight 50/100 (2,578.50) rubles per month.***   ***To establish that subsequent change in the cost of telephone communications services shall be effectuated by notices sent by the Communications Operator to the Subscriber.***   1. ***To approve entering into Supplementary Agreement No. 1 to Agreement No. 78 of July 14, 2011, for provision of telephone communications (local and in the dedicated communications line) services between JSC “TransContainer” (Kuybyshev Branch) and JSC Russian Railways (Penza Regional Communications Center – a business unit of the Samara Communications Directorate – Central Communications Station – a branch of JSC Russian Railways), which is an interested party transaction, under the following terms and conditions.***   ***Parties to the Agreement: JSC Russian Railways (Penza Regional Communications Center – business unit of Samara Communications Directorate – Central Communications Station – a branch of JSC Russian Railways) – the Communications Operator. and JSC “TransContainer” (Kuybyshev Branch) – the Subscriber.***  ***Subject matter of the Agreement:***   1. ***In connection with introduction of a new tariff for the telephone communications services, to stipulate Appendix No. 1.1., Table No. 1, in the following version:***  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | ***Code*** | ***List of main and value-added communications services*** | ***Qnty*** | ***Tariff (RUR)*** | ***Total (RUR)*** | ***Total with VAT (RUR)*** | | ***400783*** | ***Local telephone communications services (use of subscription line)*** | ***13*** | ***180.00*** | ***2,340.00*** | ***2,761.20*** | | ***401909*** | ***Provision of the unlimited number of local telephone connections, in the absence of the technical capacity of time-based accounting, per month, when the individual pattern of inclusion of individual use is applied*** | ***13*** | ***125.00*** | ***1,625.00*** | ***1,917.50*** | | ***400771*** | ***Provision to the subscriber in permanent use of the subscription dedicated communications line of JSC Russian Railways, irrespective of its type, per month. Individual switch-off pattern*** | ***4*** | ***90.00*** | ***360.00*** | ***424.80*** | | ***400830*** | ***Provision of local telephone connection (conversation) in the dedicated communications network in the absence of technical option of time-based accounting*** | ***4*** | ***62.50*** | ***250.00*** | ***295.00*** | | ***401033*** | ***Provision of unlimited telephone connections in the dedicated communications network, with coverage of the entire network of JSC Russian Railways, in the absence of the technical capacity of time-based accounting*** | ***13*** | ***750.00*** | ***9,750.00*** | ***11,505.00*** | | ***TOTAL (RUR)*** | | | | ***14,325.00*** | ***16,903.50*** |  1. ***The cost of telephone communications services, effective from July 14, 2011, shall be equal to Sixteen Thousand Nine Hundred and Three 50/100 (16,903.50) rubles, inclusive of 18% VAT of Two Thousand Five Hundred and Seventy Eight 50/100 (2,578.50) per month.*** 2. ***Section 4.2 of the Agreement shall read as follows: “The communications operator shall be entitled to unilaterally, without entering into a supplementary agreement to the contract, to change tariffs for provision of telephone communications services on the basis of orders of the Russian Federal Telecommunications Service, by a written notice to the Subscriber at least one month prior to application of new tariffs. In this case, simultaneously with notification, the Communications Operator shall send to the Subscriber the calculation of the cost of the main and value-added communications services”.***   ***Price of the Agreement: the cost of telephone communications (local and in the dedicated line) services shall be equal to Sixteen Thousand Nine Hundred and Three 50/100 (16,903.50) rubles, plus 18% VAT of Two Thousand Five Hundred and Seventy Eight 50/100 (2,578.50) rubles per month.***  ***Effective period of the Agreement: the Agreement shall inure upon its signing by the Parties and shall apply to relations between the Parties established since July 14, 2011.***  ***2.1.21.***   1. ***To establish that the cost of services as concerns Section 3 of the Specification to the Agreement, as of the time of entering into the Supplementary Agreement, shall be equal to: the cost of license to information cryptographic protection software – Crypto Pro CSP 3.6 – is equal to RUB 1,800 (net of VAT) per unit; the cost of license to BHCryptography Library software is RUB 1,100 (net of VAT) per unit; the cost of the Rutoken signature key medium (32 kb) certified by FSTEK is equal to RUB 850 (inclusive of 18% VAT) per unit. The total cost under Section 3 of the Specification to the Agreement is RUB 142,500.*** 2. ***To approve entering into Supplementary Agreement No. 1 to Agreement No. TKd -11/05/19/04382.11 of May 23, 2011, between JSC “TransContainer” and TransTeleCom – Business LLC, which is an interested party transaction, under the following terms and conditions:***   ***Parties to the Agreement: JSC “TransContainer” – the User and TransTeleCom – Business LLC – the Operator.***  ***Subject matter of the Agreement: introduction of Specification No. 1 to the Agreement in the new version (Appendix No. 6 to minutes of the meeting of the Board of Directors).***  ***Price of the Agreement: the cost of services as of the moment of entering into the Supplementary Agreement shall be established on the basis of the tariffs of TransTeleCom – Business LLC:”***  ***The cost of license to information cryptographic protection***  ***Software – Crypto Pro CSP 3.6 shall be RUB 1,800 (net of VAT) per unit; the cost of the BHCryptography Library software is RUB 1,100 (net of VAT); the cost of the Rutoken signature key medium (32 kb) certified by FSTEK is equal to RUB 850 (inclusive of 18% VAT) per unit. The final cost under Section 3 of the Specification to the Agreement is RUB 142,500.***  ***Effective period of the Agreement: the Supplementary Agreement shall inure upon the date of its signing by the Parties and shall apply to relations between the Parties that were established from June 29, 2011.***  ***2.1.22.***  ***1. To establish that the cost of communications services shall be determined in accordance with the tariff plan of the Communications Operator and shall amount to:***  ***The cost of one-off service – Provision of Access to the Local Telephone Communications – will amount to RUB 7,080, including VAT, as a lump sum***  ***The cost of subscription fee will be RUB 2,693.47, including VAT, annually.***  ***2. To approve entering into supplementary agreement No. 4 to the telephone communications service agreement of April 1, 2007, No. 102, between JSC “TransContainer” (South Eastern Branch) and JSC Russian Railways (Belgorod Regional Communications Center – a business unit of the Voronezh Communications Directorate – Central Communications Station – a branch of JSC Russian Railways), which is an interested party transaction, under the following terms and conditions:***  ***Parties to the Supplementary Agreement: JSC “TransContainer” (South Eastern Branch) – the Subscriber, JSC Russian Railways (Belgorod Regional Communications Center – a business unit of the Voronezh Communications Directorate – Central Communications Station – a branch of JSC Russian Railways) – the communications operator.***  ***Subject matter of the Supplementary Agreement: Appendix No. 1 to the Agreement shall read in the version of Appendix No. 1 to the Agreement.***  ***Price for Supplementary Agreement: the cost of provided services under the agreement of provision of telephone communications shall be determined in accordance with the Communications Operator’s tariff plan and shall amount to:***  ***Cost of one-off service – Provision of Access to the Local Telephone Communications Network – shall amount to RUB 7,080, including VAT, as a lump sum***  ***The cost of subscription fee shall amount to RUB 2,693.47, including VAT, on a monthly basis.***  ***Term of the Supplementary Agreement: the Agreement shall inure from the date of its signing by the Parties, shall apply to relations between the Parties, which were established before it took effect, from February 10, 2011.***  ***2.1.23.***  ***1. To establish that tariffs for the principal services will amount to RUB 23,262.87 per month, inclusive of 18% VAT. The cost of actually provided services is determined in accordance with the Operator’s rates, in connection with taking into account of the time-based system of payment for communications services.***  ***2. To approve entering into Supplementary Agreement No. 5/9955-184/11 to the Telephone Communications Services Agreement No. 2049/10/1 of January 1, 2010, between JSC “TransContainer” (Sverdlovsk Branch) and JSC Russian Railways (Surgut Regional Communications Center – a business unit of the Yekaterinburg Communications Directorate – the Central Communications Station – a branch of JSC Russian Railways), which is an interested party transaction, under the following terms and conditions:***  ***Parties to the Supplementary Agreement: JSC “TransContainer” (Sverdlovsk Branch) – the Subscriber, JSC Russian Railways (Surgut Regional Communications Center – a business unit of the Yekaterinburg Communications Directorate – Central Communications Station – a branch of JSC Russian Railways) – the communications operator.***  ***Subject matter of the Supplementary Agreement: Appendix No. 1 to the Agreement shall be read in the version of Appendix No. 1 to the Supplementary Agreement.***  ***Price for Supplementary Agreement: RUB 23,262.87 per month, taking into account 18% VAT, in accordance with Appendix No. 1. The cost of actually provided communications services shall be determined in accordance with the Communications Operator’s tariffs, taking into account the time-based communications services.***  ***Term of the Supplementary Agreement: the Agreement shall inure from the date of its signing by both Parties and shall be effective during the effective period hereof. The effect of the Supplementary Agreement shall apply to relations between the Parties that were established before it took effect, from July 1, 2011.***  ***2.1.24.***  ***1. To establish that the transaction price is determined by the cost of actually provided services in the process of performance of the Agreement, at the following rates of remuneration of JSC Russian Railways, stipulated in Appendix No. 1 hereto:***   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | ***s/r No.*** | ***Type of legal and other actions carried out by Russian Railways at the assignment of TransContainer*** | ***Rate of fee for large-tonnage container, RUR*** | | ***Rate of fee for empty fitting platform, RUR*** | ***Rate of fee for group shipment, RUR*** | | | ***20-feet*** | ***40-feet*** | | ***1*** | ***2*** | ***3*** | ***4*** | ***5*** | ***6*** | | ***1.*** | ***Provision of rail cars and/or containers belonging to TransContainer, shippers (forwarders) upon agreement with TransContainer*** | ***63 RUB/document*** | | | | | ***2.*** | ***Completion of documents for transportation of empty rail cars and/or containers belonging to TransContainer, at the station of departure and at the station of destination, in the name of the consignor, consignee, in accordance with the rules for cargo transportation by rail transport, in cases when the consignor/consignee is TransContainer*** | ***At the station of departure*** | | | | | ***In domestic communications*** | | | | | ***112,0***  ***RUB/***  ***waybill*** | ***112,0***  ***RUB/***  ***waybill*** | ***112,0***  ***RUB/***  ***waybill*** | ***147,0***  ***RUB/***  ***waybill*** | | ***On forms stipulated by Agreement on International Goods Transport by Rail*** | | | | | ***176,0***  ***RUB/***  ***waybill*** | ***176,0***  ***RUB/***  ***waybill*** | ***176,0***  ***RUB/***  ***waybill*** | ***219,0***  ***RUB/***  ***waybill*** | | ***At the station of destination*** | | | | | ***26 RUB/document*** | | | | | ***3.*** | ***Transfer, at the assignment of TransContainer, to the forwarding company, with which TransContainer concluded the appropriate contract, of rail cars and/or containers, and their receipt from it during cargo transportation in direct rail communications with Railways of Yakutia Joint-Stock Company (OJSC) and Yamal Railway Company OJSC, direct mixed rail/water communications, direct and indirect international communications in the stations announced by the Parties in the established manner*** | ***172,0 RUB/transfer deed***  ***172,0 RUB/consolidated transfer deed*** | | | | | ***4.*** | ***Provision to TransContainer, within 10 days from receipt from it of a written or telegraph request sent to JSC Russian Railways TsFTO or to DTsFTO of the railway of destination/ departure and in the copy to JSC Russian Railways TsFTO of copies of shipping documents for confirmation of substantiation of the use of VAT at the 0% rate for services provided during cargo international transportation*** | ***30,0 RUB/page*** | | | |   ***2. To approve entering of Supplementary Agreement No. 10 to Agreement of January 15, 2007, No. 3 for the procedure of relations between JSC Russian Railways and JSC “TransContainer” in container terminals belonging to JSC Russian Railways, which is an interested party transaction, under the following terms and conditions:***  ***Parties to the Supplementary Agreement: JSC Russian Railways and JSC “TransContainer”.***  ***Subject matter of Supplementary Agreement: Appendix No. 1 to the Agreement shall read as follows:***  ***“Amount of the Russian Railways’ remuneration for taking of legal and other steps envisaged herein***   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | ***s/r No.*** | ***Type of legal and other actions carried out by Russian Railways at the assignment of TransContainer*** | ***Rate of fee for large-tonnage container, RUR*** | | ***Rate of fee for empty fitting platform, RUR*** | ***Rate of fee for group shipment, RUR*** | | | ***20-feet*** | ***40-feet*** | | ***1*** | ***2*** | ***3*** | ***4*** | ***5*** | ***6*** | | ***1.*** | ***Provision of rail cars and/or containers belonging to TransContainer, consignors (forwarding companies), upon agreement with TransContainer*** | ***63 RUB/document*** | | | | | ***2.*** | ***Completion of documents for transportation of empty rail cars and/or containers belonging to TransContainer, at the station of departure and at the station of destination, in the name of the consignor/consignee, in accordance with the Rules for cargo transportation by rail transport, in cases when the consignor/ consignee is TransContainer.*** | ***At the station of departure*** | | | | | ***In domestic communications*** | | | | | ***112,0***  ***RUB/***  ***waybill*** | ***112,0***  ***RUB/***  ***waybill*** | ***112,0***  ***RUB/***  ***waybill*** | ***147,0***  ***RUB/***  ***waybill*** | | ***On СМГС letterheads*** | | | | | ***176,0***  ***RUB/***  ***waybill*** | ***176,0***  ***RUB/***  ***waybill*** | ***176,0***  ***RUB/***  ***waybill*** | ***219,0***  ***RUB/***  ***waybill*** | | ***At the station of destination*** | | | | | ***26 RUB/document*** | | | | | ***3.*** | ***Transfer, at the assignment of TransContainer, to the forwarding company, with which TransContainer concluded the appropriate contract, of rail cars and/or containers, and receipt of them from it during cargo transportation in direct rail communications with Yakutia Railways Joint-Stock Company OJSC and Yamal Railway Company OJSC, in direct mixed rail/water communications, direct and indirect international communications at the stations announced by the Parties in the established manner*** | ***172,0 RUB/transfer deed***  ***172,0 RUB/consolidation transfer deed*** | | | | | ***4.*** | ***Provision to TransContainer within 10 days from receipt from it of a written or telegraph request sent to JSC Russian Railways TsFTO or to DTsFTO of the railway of the destination/ departure and in the copy to TsFTO of JSC Russian Railways of copies of shipping documents, to confirm substantiation of application of VAT at the 0% rate for services provided during cargo transportation in international communications*** | ***30,0 RUB/page*** | | | |   ***Price of Supplementary Agreement: cost of remuneration of JSC Russian Railways for services provided under the Agreement is determined in Appendix No. 1 hereto.***  ***Term of the Supplementary Agreement: the Supplementary Agreement shall inure from the date of its signing by the Parties.***  ***Terms and conditions of the Agreement, taking into account the Supplementary Agreement, shall apply to relations between the Parties that were established from the First (1s) of January 2011.***  ***2.1.25.***   * 1. ***To establish that the cost of services envisaged in the Agreement is determined based on the rates agreed upon in Appendices to the Agreement.***   2. ***To approve entering into the Agreement to the said contract between JSC “TransContainer” and FESCO Integrated Transport LLC, being the interested party transactions, under the following terms and conditions:***   ***Parties to the Agreement: JSC “TransContainer” (Customer) and FESCO Integrated Transport LLC (the Contractor).***  ***Subject matter of the Agreement: provision to the Contractor under the Customer’s orders of services involving arranging for and accompanying of transportation of containers that follow in direct combined (rail-and-water) service in the Russian Federation by routes indicated in Appendix No. 1 to the Agreement.***  ***Contractual price: Contractual price is established based on comprehensive rates for the Contractor’s services, proceeding from the total number of orders for provision of services.***  ***Agreement term: The Agreement shall inure from the date of its signing by the Parties and shall be effective until December 31, 2011. If neither Party declares its intention to terminate the Agreement 45 calendar days prior to expiry hereof, the Agreement shall be deemed to have been renewed for the subsequent calendar year.***   * 1. ***Approving that the subject matter of Supplementary Agreement No. 1 does not change the cost of the contractual services.***   2. ***Approving Supplementary Agreement No. 1 to Contract No. TKtz-11/04/02 of April 15, 2011 between TransContainer and FESCO Integrated Transport that is a related party transaction upon the following terms:***   ***Parties to Supplementary Agreement No. 1: TransContainer (the Customer) and FESCO Integrated Transport (the Contractor).***  ***Subject Matter of Supplementary Agreement No. 1: Amending the following sections of the Contract ‘Rights and Obligations of the Parties’, ‘Performance of the Contract’ and ‘Settlement Procedure’ (Appendix No. 7 to the Minutes of the Meeting of the Board of Directors).***  ***Effective Term of Supplementary Agreement No. 1: The agreement becomes effective as of the day of its signing by both Parties and makes an integral part of the Contract.***   * 1. ***Approving that the subject matter of Supplementary Agreement No. 2 does not change the cost of the contractual services.***   2. ***Approving Supplementary Agreement No. 2 to Contract No. TKtz-11/04/02 of April 15, 2011 between TransContainer and FESCO Integrated Transport that is a related party transaction upon the following terms:***   ***Parties to Supplementary Agreement No. 2: TransContainer (the Customer) and FESCO Integrated Transport (the Contractor).***  ***Subject Matter of Supplementary Agreement No. 2:***  ***Adding another route of transportation of containers in the direct mixed rail traffic to Appendix No. 1 to the Contract:***  ***Vladivostok-perevalka – Egvekinot.***  ***Effective Term of Supplementary Agreement No. 2: The agreement becomes effective as of the day of its signing by both Parties and makes an integral part of the Contract.***   * 1. ***To determine that the subject matter of the Supplementary Agreement No.3 does not change the cost of services under the Agreement.***   2. ***To approve entering Supplementary Agreement No. 3 to Agreement No. TKtz -11/04/02 of April 15, 2011, between JSC “TransContainer” and FESCO Integrated Transport LLC, being the interested party transaction, under the following terms and conditions:***   ***Parties to the Supplementary Agreement No.3: JSC “TransContainer” (the Customer) and FESCO Integrated Transport LLC (the Contractor).***  ***Subject matter of the Supplementary Agreement No.3:***   1. ***To make the appropriate amendments to the Agreement:***    1. ***The Customer’s bank details indicated in Section 12 of the Agreement, shall read as follows:***   ***“Customer:***  ***JSC “TransContainer”***  ***Legal address: 12, ul. Novoryazanskaya, Moscow 107228, Russian Federation***  ***TIN 7708591995, RRC 997650001***  ***Branch of JSC “TransContainer” in the Far Eastern Railway***  ***Mailing address: 65, ul. Dzerzhinskogo, Khabarovsk 680000, Russian Federation For remittance:***  ***a/c 40702810527000004001***  ***For receipt***  ***A/c 40702810227000004000***  ***With TransCreditBank OJSC Khabarovsk Branch***  ***Corr. a/c 30101810100000000852***  ***BIK 040813852”.***  ***Term of the Supplementary Agreement No.3: this Agreement shall inure from the date of its signing by both Parties and shall form integral part thereof.***  ***5.1. To establish that Supplementary Agreement No. 4 does not change the cost of services under the Agreement.***  ***5.2. To approve entering into Supplementary Agreement No. 4 to Agreement No. TKtz -11/04/02 of April 15, 2011, between JSC “TransContainer” and FESCO Integrated Transport LLC, under the following terms and conditions:***  ***Parties to the Supplementary Agreement No.4: JSC “TransContainer” (the Customer) and FESCO Integrated Transport (the Contractor).***  ***Subject matter of the Supplementary Agreement No.4:***   1. ***To make the following amendments to the Agreement:***    1. ***Appendices No.5, No.6 to the Agreement shall be deemed to have been null and void from the time when this Agreement was concluded.***    2. ***To effectuate Appendices No.16, No.17 to the Agreement upon signing of this Agreement.***   ***Term of the Supplementary Agreement No.4: This Agreement shall inure from the date of its signing by the Parties and shall make the integral part hereof.***   * 1. ***Approving that the integrated rate of delivering and transportation of containers in the direct mixed rail-sea traffic with commercial cargo, the cost of operation of containers in the direct mixed sea-rail traffic with commercial cargo as a part of the integrated rate, the integrated rate of delivering containers in the direct mixed rail-sea traffic with hazardous goods, and the cost of operation of containers in the direct mixed rail-sea traffic with hazardous goods on the route of Vladivostok–perevalka – Anadyr – Vladivostok-perevalka shall be set forth in Appendix No. 9 to the Contract (appendix No. 8 to the minutes of the meeting of the Board of Directors).***   2. ***Approving Appendix No. 9 to Contract No. TKtz-11/04/02 of April 15, 2011 between TransContainer and FESCO Integrated Transport upon the following terms:***   ***Parties to Appendix No. 9: TransContainer (the Customer) and FESCO Integrated Transport (the Contractor).***  ***Subject Matter of Appendix No. 9: Providing services for shipping and forwarding containers transported in the direct mixed rail-sea traffic on the route Vladivostok-perevalka – Anadyr – Vladivostok-perevalka.***  ***Effective Term of Appendix No. 9: The appendix becomes effective as of the day of its signing by both Parties and makes an integral part of the Contract.***  ***7.1. Approving that the integrated rate of delivering and transportation of containers in the direct mixed rail-sea traffic with commercial cargo, the cost of operation of containers in the direct mixed sea-rail traffic with commercial cargo as a part of the integrated rate, the integrated rate of delivering containers in the direct mixed rail-sea traffic with hazardous goods, and the cost of operation of containers in the direct mixed rail-sea traffic with hazardous goods on the route of Vladivostok–perevalka – Egvekinot - Vladivostok–perevalka shall be set forth in Appendix No. 10 to the Contract (appendix No. 9 to the minutes of the meeting of the Board of Directors).***  ***7.2. Approving Appendix No. 10 to Contract No. TKtz-11/04/02 of April 15, 2011 between TransContainer and FESCO Integrated Transport upon the following terms:***  ***Parties to Appendix No. 10: TransContainer (the Customer) and FESCO Integrated Transport (the Contractor).***  ***Subject Matter of Appendix No. 10: Providing services for shipping and forwarding containers transported in the direct mixed rail-sea traffic on the route Vladivostok-perevalka – Egvekinot – Vladivostok-perevalka.***  ***Effective Term of Appendix No. 10: The appendix becomes effective as of the day of its signing by both Parties and makes an integral part of the Contract.***  ***8.1. Approving that the integrated rate of delivering and transportation of containers in the direct mixed rail-sea traffic with commercial cargo, the cost of operation of containers in the direct mixed sea-rail traffic with commercial cargo as a part of the integrated rate, the integrated rate of delivering containers in the direct mixed rail-sea traffic with hazardous goods, and the cost of operation of containers in the direct mixed rail-sea traffic with hazardous goods on the route of Vladivostok–perevalka – Magadan - Vladivostok–perevalka shall be set forth in Appendix No. 11 to the Contract (appendix No. 10 to the minutes of the meeting of the Board of Directors).***  ***8.2. Approving Appendix No. 11 to Contract No. TKtz-11/04/02 of April 15, 2011 between TransContainer and FESCO Integrated Transport upon the following terms:***  ***Parties to Appendix No. 11: TransContainer (the Customer) and FESCO Integrated Transport (the Contractor).***  ***Subject Matter of Appendix No. 11: Providing services for shipping and forwarding containers transported in the direct mixed rail-sea traffic on the route Vladivostok-perevalka – Magadan – Vladivostok-perevalka.***  ***Effective Term of Appendix No. 11: The appendix becomes effective as of the day of its signing by both Parties and makes an integral part of the Contract.***  ***9.1. Approving that the integrated rate of delivering and transportation of containers in the direct mixed rail-sea traffic with commercial cargo, the cost of operation of containers in the direct mixed sea-rail traffic with commercial cargo as a part of the integrated rate, the integrated rate of delivering containers in the direct mixed rail-sea traffic with hazardous goods, and the cost of operation of containers in the direct mixed rail-sea traffic with hazardous goods on the route of Nakhodka-Vostochnaya-perevalka – Magadan – Nakhodka-Vostochnaya-perevalka shall be set forth in Appendix No. 12 to the Contract (appendix No. 11 to the minutes of the meeting of the Board of Directors).***  ***9.2. Approving Appendix No. 12 to Contract No. TKtz-11/04/02 of April 15, 2011 between TransContainer and FESCO Integrated Transport upon the following terms:***  ***Parties to Appendix No. 12: TransContainer (the Customer) and FESCO Integrated Transport (the Contractor).***  ***Subject Matter of Appendix No. 12: Providing services for shipping and forwarding containers transported in the direct mixed rail-sea traffic on the route Nakhodka-Vostochnaya-perevalka – Magadan – Nakhodka-Vostochnaya-perevalka.***  ***Effective Term of Appendix No. 12: The appendix becomes effective as of the day of its signing by both Parties and makes an integral part of the Contract.***  ***10.1. Approving that the integrated rate of delivering and transportation of containers in the direct mixed rail-sea traffic with commercial cargo, the cost of operation of containers in the direct mixed sea-rail traffic with commercial cargo as a part of the integrated rate, the integrated rate of delivering containers in the direct mixed rail-sea traffic with hazardous goods, and the cost of operation of containers in the direct mixed rail-sea traffic with hazardous goods on the route of Vladivostok–perevalka – Korsakov - Vladivostok–perevalka shall be set forth in Appendix No. 13 to the Contract (appendix No.12 to the minutes of the meeting of the Board of Directors).***  ***10.2. Approving Appendix No. 13 to Contract No. TKtz-11/04/02 of April 15, 2011 between TransContainer and FESCO Integrated Transport upon the following terms:***  ***Parties to Appendix No. 13: TransContainer (the Customer) and FESCO Integrated Transport (the Contractor).***  ***Subject Matter of Appendix No. 13: Providing services for shipping and forwarding containers transported in the direct mixed rail-sea traffic on the route Vladivostok-perevalka – Korsakov – Vladivostok-perevalka.***  ***Effective Term of Appendix No. 13: The appendix becomes effective as of the day of its signing by both Parties and makes an integral part of the Contract***  ***11.1. To establish that the cost of services of transportation of containers by motor transport from the port of Magadan to the actual consignee within the city of Magadan, as well as from the port of Magadan to the population centers of the Magadan Region shall be determined in Appendix No. to the Agreement (Appendix No. 13 to the minutes of the Board of Directors’ meeting).***  ***11.2. To approve entering into Appendix No. 14 to Agreement No. TKtz-11/04/02 of April 15, 2011, between JSC “TransContainer” and FESCO Integrated Transport LLC under the following terms and conditions:***  ***Parties to Appendix No.14: JSC “TransContainer” (the Customer) and FESCO Integrated Transport LLC (the Contractor).***  ***Subject matter of Appendix No.14: provision of services of container transportation by motor transport from the port of Magadan to the actual consignee within the city of Magadan, as well as from the port of Magadan to population centers of the Magadan Region.***  ***Price of Appendix No.14: the cost of services of container transportation by motor transport from the port of Magadan to the actual consignee within the city of Magadan as well as from the port of Magadan to the population centers of the Magadan Region shall be determined in Appendix No. 14 to the Agreement (Appendix No. 14 to the minutes of the Board of Directors’ meeting).***  ***Term of Appendix No.14: The Appendix shall inure from the date of its signing by both Parties and makes integral part thereof.***  ***12.1. To establish that the comprehensive rate of container delivery and transportation to ПСЖВС with commercial cargo, the cost of use of containers at ПСЖВС with commercial cargo within a comprehensive rate, comprehensive rate of containers delivery to ПСЖВС with hazardous cargo as well as the Cost of use of containers at ПСЖВС with hazardous cargo within the comprehensive rate, in the route from the port of Vladivostok to the port of Petropavlovsk Kamchatskiy to the port of Vladivostok shall be determined in Appendix No. 15 to the Agreement (Appendix No. 15 to the minutes of the Board of Directors’ meeting).***  ***12.2. To approve conclusion of Appendix No. 15 to Agreement No. TKtz -11/04/02 of April 15, 2011, between JSC “TransContainer” and FESCO Integrated Transport LLC under the following terms and conditions:***  ***Parties to Appendix No.15: JSC “TransContainer” (the Customer) and FESCO Integrated Transport LLC (the Contractor).***  ***Subject matter of Appendix No.15: provision of services of arranging for and support of container transportation, which follow in direct combined (railway-and-water) service in the route from Vladivostok to the port of Petropavlovsk Kamchatskiy to the port of Vladivostok.***  ***Price of Appendix No.15: the comprehensive rate of delivery and transportation of containers to ПСЖВС with commercial cargo; the cost of use of containers in direct combined (railway-and-water) service with commercial cargo within comprehensive rate, the comprehensive rate of delivery of containers at ПСЖВС with hazardous cargo as well as the Cost of use of containers at direct combined (railway-and-water) service with hazardous cargo within the comprehensive rate in the route from the port of Vladivostok to port of Petropavlovsk Kamchatskiy to the port of Vladivostok is determined Appendix No. 15 to the Agreement (appendix No. 16 to the minutes of the Board of Directors’ meeting).***  ***Term of Appendix No.15: The Appendix shall inure upon its signing and shall be effective until December 31, 2011.***  ***13.1. To establish that the cost of containers, in case of loss or damage of the container, which leads to its deletion from the inventory pack of JSC “TransContainer” is determined by Appendix No. 16 to the Agreement (Appendix No. 17 to the minutes of the Board of Directors’ meeting).***  ***13.2. To approve entering into Appendix No.16 to Agreement No. TKtz -11/04/02 of April 15, 2011, between JSC “TransContainer” и FESCO Integrated Transport LLC under the following terms and conditions:***  ***Parties to the Appendix No.16: JSC “TransContainer” (the Customer) and FESCO Integrated Transport LLC (the Contractor).***  ***Subject Matter of Appendix No.16: the cost of containers in case of loss or damage of the container, which leads to its deletion from the inventory pack of JSC “TransContainer”, shall be equal, net of VAT, to:***  ***- Nine Thousand (9,000) rubles, for a 3-ton container***  ***- Thirteen Thousand (13,000) rubles, for a 5-ton container***  ***- Ninety Five Thousand (95,000) rubles, for a 20-feet multi-purpose container***  ***-One Hundred and Sixty Thousand (160,000) rubles, a 20-feet isothermal container***  ***- One Hundred and Sixty Thousand (160,000) rubles, a 20-feet Open Top container***  ***- One Hundred and Eighty Thousand (180,000) rubles, a 40-feet multi-purpose container***  ***- Two Hundred and Forty Thousand (240,000) rubles, a 40-feet Open Top container.***  ***Price of Appendix No. 16: the cost of containers, in case of loss or damage of the container, which leads to its deletion from the inventory pack of JSC “TransContainer”, shall be determined in Appendix No. 16 to the Agreement (Appendix No. 18 to the minutes of the meeting of the Board of Directors).***  ***Term of Appendix No.16: The Appendix shall inure from the date of its signing and is an integral part of the Contract.***  ***14.1. To determine that the cost for delay of containers of JSC “TransContainer” in excess of the standard turnover time shall be established in Appendix No. 17 to the Agreement (Appendix No. 19 to the minutes of the meeting of the Board of Directors).***  ***14.2. To approve entering into Appendix No.17 to Agreement No. TKtz-11/04/02 of April 15, 2011, between JSC “TransContainer” and FESCO Integrated Transport LLC under the following terms and conditions:***  ***Parties to Appendix No.17: JSC “TransContainer” (The customer) and FESCO Integrated Transport LLC (the Contractor).***  ***Subject matter of Appendix No.17: the cost of delay of containers of JSC “TransContainer” in excess of the standard turnover time shall be as follows:***  ***- Nineteen (19) rubles for each day of delay for a 3-ton container***  ***- Thirty Eight (38) rubles per day of delay for a 5-ton container***  ***- Two Hundred and Thirty Nine (239) rubles - for each day of delay for a 20-feet multi-purpose container***  ***- Four Hundred and Seventy Eight (478) rubles per each day of delay for s 20-feet Open Top container***  ***- Five Hundred (500) rubles per day of delay for a 20-feet isothermal container***  ***- Four Hundred and Seven (407) rubles for each day of delay for a 40-feet multi-purpose container.***  ***- Six Hundred and Ninety Eight (698) rubles per day of delay for a 40-feet Open Top container.***  ***Price for Appendix No. 17: the cost for delay of containers of JSC “TransContainer” in excess of the standard turnover time shall be determined in Appendix No.17 to the Agreement (Appendix No. 20 to the minutes of the Board of Directors’ meeting).***  ***Term of Appendix No.17: The Appendix shall inure from the date of its signing and is an integral part of the Contract.***  ***2.1.26.***   1. ***To establish that the cost of telephone communication services is determined in accordance with the selected tariff plan of the Communications Operator, proceeding from the scope of provided services.*** 2. ***To approve entering into the agreement of provision of telephone communications services (local and dedicated communications network) between JSC Russian Railways (Altai Regional Communications Center – a business unit of the Novosibirsk Directorate of the Central Communications Station) and JSC “TransContainer” (West Siberian Branch), being the interested party transaction, under the following terms and conditions:***   ***Parties to the Agreement: JSC “TransContainer” (West Siberian Branch) – the Subscriber and JSC Russian Railways (Altai Regional Communications Center – a business unit of the Novosibirsk Communications Directorate of the Central Communications Station – a branch of JSC Russian Railways) – the communications operator.***  ***Subject matter of the Agreement: provision of telephone communications services (local and dedicated communication network).***  ***Contractual price: the cost of telephone communications services is determined in accordance with the tariff plan of the Communications Operator, proceeding from the scope of actually provided services.***  ***Services provided telephone numbers which will be allocated to the Subscriber at the conclusion of the Treaty, and the type (type), user equipment, the category of use, location of installation and tariff plan to pay for telecommunications services specified in the Description of the basic and additional communications services (Appendix № 1 to contract).***  ***Agreement term: it shall inure from the date of signing and shall be effective until December 31, 2011.***  ***Miscellaneous: If neither Party notifies in writing of its intention to terminate the Agreement thirty (30) days prior to the end of its effective period, the Agreement shall be deemed to have been extended for the subsequent calendar year.***  ***2.1.27.***   1. ***To establish the cost of telephone communications services is determined in accordance with the selected tariff plan of the Communications Operator, proceeding from the scope of provided services.*** 2. ***To approve entering into the agreement of provision of telephone communications services (local and in the dedicated communication line) between JSC Russian Railways (Novosibirsk Regional Communications Center – a business unit of the Novosibirsk Directorate of the Central Communication Station) and JSC “TransContainer” (West Siberian Branch), being the interested party transaction, under the following terms and conditions:***   ***Parties to the Agreement: JSC “TransContainer” (West Siberian branch) – the Subscriber and JSC Russian Railways (Novosibirsk Regional Communications Center – business unit of Novosibirsk Communications Directorate of Central Communications Station – a branch of JSC Russian Railways) – the Communications Operator.***  ***Subject matter of the Agreement: provision of telephone communications service (local and dedicated communications network).***  ***Contractual price: the cost of telephone communications services in accordance with the tariff plan of the Communications Operator, proceeding from the scope of actually provided services.***  ***Services provided telephone numbers which will be allocated to the Subscriber at the conclusion of the Treaty, and the type (type), user equipment, the category of use, location of installation and tariff plan to pay for telecommunications services specified in the Description of the basic and additional communications services (Appendix № 1 to contract).***  ***Agreement term: the Agreement shall inure upon its signing and shall be effective until December 31, 2011.***  ***Miscellaneous: if neither Party does not notify in writing of intention to terminate the Agreement Thirty (30) days prior to the end of its effective period, the Agreement shall be regarded to have been extended for each subsequent calendar year.***  ***2.1.28.***  ***1. To establish that the cost of telephone communications services is determined according to the selected tariff plan of the Communications Operator.***  ***2. To approve entering into the Agreement for provision of communications services between JSC “TransContainer” (Trans-Baikal Branch) and JSC Russian Railways (Chita Regional Communications Center – a business unit of the Chita Communications Directorate – the Central Communications Station – a branch of Russian Railway OJSC), being the interested party transaction, under the following terms and conditions:***  ***Parties to the Agreement: JSC “TransContainer” (Trans-Baikal Branch) – the Subscriber and JSC Russian Railways (Chita Regional Communications Center - a business unit of the Chita Communications Directorate – Central Communications Station – a branch of JSC Russian Railways) – the communications operator.***  ***Subject matter of the Agreement: provision of telephone communications services.***  ***Contractual price: to be determined in accordance with the Communications Operator’s tariff plan and is equal to Fifty Four Thousand Seven Hundred and Sixty Five 17/100 (54,765.17) rubles, plus 18% VAT of Eight Thousand Three Hundred and Fifty Four (8,354) rubles per month, net of the cost of the service of Provision of Unlimited Telephone Communications in Dedicated Communications Line with Coverage of the Entire Network of JSC Russian Railways in Time-Based Accounting, the cost of which is determined upon its actual use.***  ***Agreement term: the contract shall inure from its signing by the Parties and shall be effective until December 31, 2011.***  ***Miscellaneous: If neither Party states in writing of its intention to terminate the Agreement at least Thirty (30) days prior, the contract shall be deemed to have been extended for each subsequent year.***  ***The communications operator shall be entitled to unilaterally, without entering into supplementary agreement to the Agreement, modify tariffs for provision of telephone communications services based on orders of the Russian Federal Telecommunications Service. The Communications Operator shall notify of change in the tariffs for telecommunications services to the subscribers via mass media and/or in places of work with subscribers, as well as using electronic devices (auto informers) at least 10 days prior to introduction of new tariffs.***  ***From the date of signing of this Agreement, the effect of the Agreement for provision of telephone communications services, which was earlier concluded between the Communications Operator and the Subscriber of December 23, 2009, No.97B/231209/248, becomes null and void.***  ***2.1.29.***   1. ***To establish that the cost of telegraph communications services shall be equal to: RUB 2.77/word, transmission of ordinary internal telegram***   ***RUB 4.14/word, transmission of urgent internal telegram***  ***RUB 27.61/word, delivery of Ordinary category telegram (telegraph charge)***  ***RUB 36.82/word, delivery of Urgent category telegram (telegraph charge).***   1. ***To approve entering into Supplementary Agreement No. 1 to Agreement No. 48 of June 7, 2011, for provision of telegraph communications services between JSC “TransContainer” (Kuybyshev Branch) and JSC Russian Railways (Ufa Regional Communications Center – a business unit of the Samara Communications Directorate – Central Communications Station – a branch of JSC Russian Railways), being the interested party transaction under the following terms and conditions.***   ***Parties to the Supplementary Agreement: JSC Russian Railways (Ufa Regional Communications Center – a business unit of the Samara Communications Directorate – the Central Communications Station – a branch of JSC Russian Railways) – the Communications Operator and JSC “TransContainer” (Kuybyshev Branch) – the Subscriber.***  ***Subject matter of the Supplementary Agreement:***  ***Appendix No. 1 to the Agreement for provision of telegraph communications services No. 48 (KYu-999/yur) of June 7, 2011, shall read in the version of Appendix No. 1 to this Supplementary Agreement for provision of telegraph communications services No. 48 (KYu-999/yur) of June 7, 2011 (Appendix No. 1 to to the minutes of the Board of Directors).***   1. ***Section 5.3 of the Agreement shall read as follows: “The communications operator shall be entitled to unilaterally, without entering into a supplementary agreement to the Agreement, to modify tariffs for provision of telephone communications services on the basis of orders of the Federal Telecommunications Services of Russia by a written notice to the Subscriber at least a month prior to application of new tariffs. In this case, simultaneously with the notice, the Communications Operator shall send the calculation of cost of the main and value-added communications services to the Subscriber.***   ***Price for Supplementary Agreement: the cost of telegraph communications services shall be as follows:***  ***RUB 2.77/word, transmission of ordinary internal telegraph;***  ***RUB 4.14/word, transmission of urgent internal telegram***  ***RUB 27.61/word, delivery of telegram, Ordinary category (telegraph charge)***  ***RUB 36.82/word, delivery of telegram, Urgent category (telegraph charge).***  ***Term of the Supplementary Agreement: it shall inure upon the date of its signing by the Parties and shall apply to relations between the Parties, which were established after June 7, 2011.***  ***2.1.30.***  ***1. To establish that the cost of telephone communications services shall be Twenty Thousand One Hundred and Fifty Four 40/100 (20,154.40) rubles, including 18% VAT of Three Thousand and Seventy Four 40/100 (3,074.40) rubles per month.***  ***To establish that subsequent change in the cost of telephone communications services shall be carried out by means of notices sent by the Operator to the Subscriber.***  ***2. To approve entering into Supplementary Agreement No. 1 to Agreement No. 47 of June 7, 2011, for provision of telephone communications services (in local and dedicated network) between JSC “TransContainer” (Kuybyshev Branch) and JSC Russian Railways (Ufa Regional Communications Center – a business unit of the Samara Communications Directorate – Central Communications Station- a branch of JSC Russian Railways), being the interested party transaction under the following terms and conditions.***  ***Parties to the Supplementary Agreement: JSC Russian Railways (Ufa Regional Communications Center – a business unit of Samara Communications Directorate – Central Communications Center – a branch of JSC Russian Railways) – the Communications Operator and JSC “TransContainer” (Kuybyshev branch) – the Subscriber.***  ***Subject matter of the Supplementary Agreement:***  ***1. Appendix No. 1 to the Telephone Communications Services Agreement (local and dedicated line) No. 47 (KYu-1000/yur) of June 7, 2011, shall read in the version of Appendix No. 1 to Supplementary Agreement to the Telephone Communications Services Agreement (local and dedicated line communications) No. 47 (KYu-1000/yur) of June 7, 2011 (Appendix No. 1 to this Explanatory Note).***  ***2. Section 4.2 of the Agreement shall read as follows: “The communications operator shall be entitled to unilaterally, without entering into Supplementary Agreement to the Agreement, to change tariffs for telephone communications on the basis of orders of the Federal Telecommunications Service of Russia, by a written notice to the Subscriber, at least one month prior to application of new tariffs. In this case, simultaneously with the notice, the Communications Operator shall send to the Subscriber the calculation of the cost of the main and value-added services”.***  ***Price for Supplementary Agreement: the cost of telephone communications services in local and dedicated line network shall be Twenty Thousand One Hundred and Fifty Four 40/100 (20,154.40) rubles, including 18% VAT of Three Thousand and Seventy Four 40/100 (3,074.40) rubles per month.***  ***Term of the Supplementary Agreement: it inures upon its signing by the Parties and shall apply to relations between the Parties that were established from June 7, 2011.***  ***2.1.31.***   1. ***To establish that the cost of services to provide direct wire shall be equal to Two Thousand One Hundred 40/100 (2,100.40) rubles, including 18% VAT of RUB 320.40 per month.***   ***2. To approve entering into Supplementary Agreement No. 1 to Agreement No. 49 of June 7, 2011, for provision of direct wire between JSC “TransContainer” (Kuybyshev Branch) and JSC Russian Railways (Ufa Regional Communications Center – a business unit of Samara Communications Directorate – the Central Communications Station – a branch of JSC Russian Railways), being the interested party transaction under the following terms and conditions.***  ***Parties to the Agreement: JSC Russian Railways (Ufa Regional Communications Center – a business unit of the Samara Communications Directorate – the Central Communications Station – a branch of JSC Russian Railways) - the Contractor, and JSC “TransContainer” (Kuybyshev branch) – the Customer.***  ***Subject Matter of the Agreement:***   1. ***Appendix No. 1 to the Agreement for provision of direct wire No. 49 (KYu-998/yur) or June 7, 2011, shall read in the version of Appendix No. 1 to this Supplementary Agreement to the Agreement for provision of direct wire No. 49 (KYu-998/yur) of June 7, 2011.*** 2. ***Section 3.2 of the Agreement shall read as follows: “3.2 the Contractor shall be entitled to unilaterally, without entering into a supplementary agreement to the Agreement, modify tariffs for provision of direct wire by a written notice to the Customer at least one month prior to application of new tariffs. Simultaneously with the notice, the Contractor shall send to the Customer a calculation of the cost of main and value-added communications services”.***   ***Price of the Agreement: the price of services of provision of direct wire will be Two Thousand One Hundred 40/100 (2,100.40) rubles, including 18% VAT of RUB 320.40 per month.***  ***Effective period of the Agreement: it shall inure upon its signing by the Parties and shall apply to relations between the Parties established from June 7, 2011.***  ***2.1.32.***   1. ***To establish that the cost of services for the use of Five (5) radio frequencies shall be equal to RUB 74,104.00, inclusive of 18% VAT, on a lump sum basis. The cost of radio station maintenance services shall be RUB 4,019.1, inclusive of 18% VAT, on a monthly basis. The cost of programming of One (1) radio station shall be equal to RUB 538.99, inclusive of 18% VAT.*** 2. ***To approve entering into the agreement of provision of services of acceding to the radio communications network between JSC Russian Railways (Irkutsk Communications Directorate – a business unit of the Central Communications Station – a branch of JSC Russian Railways) and JSC “TransContainer” (East Siberian branch), being the interested party transaction, under the following terms and conditions:***   ***Parties to the Agreement: JSC Russian Railways (Irkutsk Communications Directorate – a business unit of Central Communications Station – a branch of JSC Russian Railways) – the Contractor, and JSC “TransContainer” (a branch in the East Siberian Railway) - the Customer.***  ***Subject matter of the Agreement: The customer shall assign and undertake to pay for, and the Contractor shall undertake to provide services of access to the Contractor’s radio communications network, as per License No. 47338.***  ***Contractual price: For provided lump-sum services for the use of Five (5) radio frequencies, the Customer shall pay to the Contractor Seventy Four Thousand One Hundred and Four 00/100 (74,104.00) rubles, including 18% VAT of Eleven Thousand Three Hundred and Four 00/100 (11,304.00) rubles (appraisal of the possibility of using the declared radio electronic devices and their electromagnetic compatibility with existing and potential radio electronic devices, Appendix No.3/1).***  ***For services provided hereunder, the Customer shall, in accordance with the quantity of radio devices indicated in Appendix No. 2 and to the calculation for the maintenance of radio stations (Appendix No.3/3), which makes integral part hereof, undertake to pay to the Contractor Four Thousand and Nineteen 1/100 (4,019.1) rubles, including 18% VAT of Six Hundred and Thirteen 05/100 (613.05) rubles, on a monthly basis.***  ***Payment of programming and maintenance services shall be effectuated on the basis of the calculation (Appendix No. 3/2), which forms integral part hereof and amounts to Five Hundred and Thirty Eight 99/100 (538.99) rubles, including 18% VAT of Eighty Two 21/100 (82.21) rubles for each radio station.***  ***Agreement term: this Agreement shall inure upon its signing by the Parties and shall be effective until December 31, 2011.***  ***Miscellaneous: the Agreement is extended for each subsequent year, if one month prior to expiry of the Agreement neither Party declares its intention to terminate the Agreement in writing.***  ***2.1.33.***   1. ***To determine that the rent rate to be agreed upon by the Parties to the Lease Agreement shall be at least equal to RUB 800 per day per Rail. Car, net of 18% VAT.***   ***The number of Rail Cars to be transferred into lease shall not exceed 500 units simultaneously.***   1. ***To approve entering into the Cars Lease Agreement, being the interested party transaction, under the following terms and conditions:***   ***Parties to the Agreement: JSC “TransContainer” - the Lessor, JSC KedenTransService – the Lessee.***  ***Subject matter of the Agreement:***  ***The Lessor shall provide into temporary use and possession (hereinafter the Lease) to the Lessee of rail cars/platforms for transportation of large-tonnage containers (hereinafter Rail Cars) of models 13-Н004, 13-297, 13-Н455, 13-9744-01, 13-3103, 13-4085, 13-4012-09, 13-401М, 13-401М1, 13-9004, 13-9007, 13-470, which are suitable for cargo transportation, and the Lessee shall accept the Rail Cars and pay the rent in such manner and in such conditions as envisaged herein.***  ***The numbered list and quantity of Rail Cars provided in lease shall be indicated in the Certificate of Transfer/Acceptance of Rail Cars, drafted in the format available in Appendix No. 1 hereto, which forms integral part hereof.***  ***The Lessor guarantees that the Rail Cars let out hereunder are owned by the Lessor, are not subject to any applicable contract, including sales and purchase or donation contract, are not contributed to the share capital of legal entities, are not under arrest or pledged to third parties, are not a subject of dispute, and are not encumbered with any third parties’ rights, and with respect to the Lessor, there are no prohibitions or limitations on the disposal of the Rail Cars; there are no other factors that could in the future limit or prevent from temporary use and possession by the Lessee of the Rail Cars within the lease period established herein.***  ***Contractual price:***  ***The transaction price is made up of the cost of actually provided services in the course of performance of the Agreement at the rent rates, the amount of which will be not less than RUB 800 per rail cay per day, net of 18% VAT.***  ***Agreement term:***  ***The Agreement shall inure upon its signing by both Parties, subject to approval of its entering into by the Lessor’s Board of Directors, and shall be effective until December 31, 2011, inclusively, and as concerns the Lessee’s obligations to return rail cars from lease and mutual settlements by the Parties, until they have been finalized.***  2.2. Date of meeting of the issuer’s board of directors that passed the relevant decisions:  ***October 19, 2011.***  2.3. Date and number of minutes of the meeting of the issuer’s board of directors that passed the relevant decisions: ***Minutes No. 4 of October 21, 2011.*** | | | | | | | | | | | | |
| 3. Signature | | | | | | | | | | | | |
| 3.1. СЕО of JSC "TransContainer" | | | | | | |  | |  | P.V. Baskakov |  | |
|  | | | | | | | (signature) | |  |  |  | |
| 3.2. Date | 21 |  | October | 20 | 11 |  | Seal | |  | | | |
|  | | | | | | |  | |  | | | |