

**AGREEMENT No. 242  
for Scheduled Freight Car Repair**

Moscow

December 31<sup>st</sup>, 2009

**Open Joint-Stock Company Russian Railways (OAO RZD)**, hereinafter referred to as the '**Contractor**', represented by Nikolay Alexeevich Bochkarev, Head of the Central Directorate for Freight Car Repair, acting under Power of Attorney No. 120-D of February 25<sup>th</sup>, 2009, on the one part, and **Joint-Stock Company Centre for the Transport of Goods in Containers (JSC TransContainer)**, hereinafter referred to as the '**Customer**', represented by Petr Vasilievich Baskakov, Director General, acting under the Articles of Association, on the other part, hereinafter jointly referred to as the '**Parties**', enter into this Agreement whereby it is agreed as follows:

**1. SUBJECT MATTER**

1.1. The Customer hereby engages the Contractor and undertakes to pay for and the Contractor undertakes to perform scheduled types of repair (minor and overall repairs), minor repair with the service life extension and overall repair with the service life extension of freight cars owned, leased or otherwise lawfully possessed by the Customer (hereinafter the '**freight cars**') in accordance with the schedule of rail car delivery for repair agreed upon by the Parties (Annex 1), including the repair of wheelsets dismantled in the course of scheduled repair.

1.2. The scheduled freight car repair, including the repair of wheelsets with replacement of elements, shall be carried out in car repair shops (hereinafter the '**Repair Shops of the Contractor**') and in car wheel shops (hereinafter the '**Wheel Shops of the Contractor**') by the Central Directorate for Freight Car Repair, the RZD's Branch. The list of the Repair Shops of the Contractor and the Wheel Shops of the Contractor is contained in the annex to this Agreement (Annex 2) and approved by the Parties taking into consideration the routing area of the Customer's freight cars and the production capacity of the Repair Shops of the Contractor.

1.3. The Contractor shall perform work relating to loading (unloading) of units, parts and wheelsets of the Customer in the event of their supply for repair and removal of non-reparable units and parts and store them in the area of the Repair Shops.

**2. PRICE OF THE AGREEMENT AND PAYMENT PROCEDURE**

2.1. The price of minor and overall repair of a freight car shall be defined based on its condition according to actually performed repair work. The price of repair work shall be defined in the Price List for Repair Work (Annex 3), 18% VAT inclusive. Repair work performed with respect to a freight car and its price shall be reflected in the request for repair of a freight car (hereinafter the '**Repair Request Form**') in accordance with the approved form (Annex 4).

The Repair Request Form shall be issued by the Repair Shop of the Contractor and approved by the Director of the Repair Shop.

The charge for delivery and removal of one freight car from public railway to tracks of the Repair Shop of the Contractor shall be included in the Repair Request Form in a separate line.

The price for repair of one wheelset with replacement of elements shall be defined in the Price List for Repair Work (Annex 3), 18% VAT inclusive.

The price of services relating to loading (unloading) of units and parts of freight cars in the area of the Repair Shop, solid-rolled wheels and other elements of wheelsets in the area of the Wheel Shops and in the area of the Customer shall be defined in accordance with the price approval statement (Annex 8).

2.2. The Price List for Repair Work may not be amended oftener than twice per year in accordance with a resolution of the RZD Price Commission.

2.3. If the Price List for Repair Work is amended, the Contractor shall agree upon such amendments with the Customer. The Customer shall approve amendments to the Price List for

Repair Work within 10 (ten) calendar days after receipt of the notice of amendments to the Price List. The notice of amendments to the Price List shall be sent by the Customer to the Contractor by fax subject to further sending of original copies by post. If the Customer approves the new Price List within 10 (ten) calendar days after receipt of the notice, the Parties shall sign a supplementary Agreement to this Agreement with respect to amendments to the Price List.

If the Customer disagrees with amendments to the Price List and refuses to sign the supplementary Agreement within the prescribed term after receipt of the notice of amendments to the Price List, the Contractor may suspend the repair of freight cars. In this event, the Parties shall make a decision to terminate the Agreement earlier in accordance with the procedure described in paragraph 10.2 of the Agreement.

2.4. The Customer shall make 100% (one hundred per cent) advance payments for the repair of freight cars to the bank account of the Repair Shop of the Contractor on monthly basis in accordance with the price for the approximate list of repair work for one freight car (Annex 5) and the monthly quantity of freight cars in accordance with the schedule of freight car delivery for repair based on an invoice drawn by the Repair Shop within 3 (three) banking days after the receipt thereof, but on the 25<sup>th</sup> day of the month preceding the month of repair at the latest.

The Repair Shop of the Contractor shall commence repair of the Customer's freight cars after entry of the advance payment into its bank account.

The Contractor shall submit advance proforma invoices within 5 (five) calendar days after receipt of advance payments from the Customer for the future performance of work.

If there is any debt for performed work and provided services under this Agreement on the date of entry of the advance payment, the Contractor shall apply funds received from the Customer as the payment of account receivable to the required extent.

The balance of the Customer's funds remaining after the payment of accounts receivable shall be deemed to be an advance payment received for the future performance of work.

2.5. Upon completion of work, the Parties shall sign the performed work statement (Annex 9) with respect to minor and overall freight car repair and wheelset repair with replacement of elements within 5 (five) calendar days after completion of work by the Contractor.

2.6. After the end of the month, the Parties shall sign the performed work statement (Annex 9) with respect to storage of freight car units and parts, solid-rolled wheels and other wheelset elements and their loading (unloading) on the 5<sup>th</sup> day of the month following the month of services at the latest.

2.7. Based on the performed work statements signed by the Parties, the Contractor shall draw against the Customer proforma invoices within 5 (five) calendar days after signing of the statement by the Customer and their submission to the Contractor.

2.8. The final payment for the actual scope of performed work relating to freight car and wheelset repair with replacement of elements and provided services shall be made after signing of the performed work statement by the Parties against proforma invoices drawn against the Customer and other obligatory documents specified in paragraph 5.1 of this Agreement within 3 (three) calendar days after the receipt thereof, but on the 5<sup>th</sup> (fifth) day of the month following the reporting months at the latest.

The Parties agree with the payment under documents transmitted by fax subject to further sending of original copies by post by registered letter.

If the actual value of work performed by the Contractor with respect to freight car and wheelset repair with replacement of elements and provided services in the current month does not exceed the advance payment made by the Customer, the excessive amount shall be applied as an advance payment for the future performance of work under this Agreement.

In accordance with Resolution of RZD 'Approval of Typical Terms and Conditions of Payments under Contracts Signed on Behalf of RZD with Counterparties, Payers under which are Buyers and Customers of Goods and Materials, Work or Services Delivered, Performed or Rendered by RZD and Methods for Express Appraisal of Solvency of Buyers and Customers in the Course of Entry into Supply Contracts, Agreements for the Performance of Work or

Provision of Services' No. 356r of February 21<sup>st</sup>, 2009, if the Contractor has any overdue receivables relating to payments from the Customer, the Contractor may not accept freight cars for repair until the whole such debt is paid by the Customer.

2.9. The Customer shall pay a railway rate for delivery of freight cars for repair to the station where the Repair Shop of the Contractor is located and after repair to the destination station specified in the written application of the Customer.

At the Customer's request and at its expense, the Contractor shall after repair under a power of attorney issued by the Customer issue transportation documents for dispatch of freight cars from repair to the destination station and their further delivery to the Customer.

2.10. On the 15<sup>th</sup> (fifteenth) day of the month following the month of performed work and provided services, the Customer shall send to the Contractor 2 original copies of the reconciliation statements. The Contractor shall sign and return to the Contractor 1 original copy or give a motivated refusal within 3 (three) days after its receipt.

2.11. The performed work statements, proforma invoices, and reconciliation statements shall be signed by authorized persons of the Repair Shop of the Customer that has repaired freight cars of the Customer.

### **3. OBLIGATIONS OF THE PARTIES**

3.1. The Contractor shall have the following obligations:

3.1.1. The Contractor shall repair freight cars in accordance with requirements of Regulations No. TSV-627 of December 31<sup>st</sup>, 1998 for the Overall Repair of 1520 mm-gauge Freight Cars approved by the Ministry of Railways of Russia on December 31<sup>st</sup>, 1998 and Regulations No. TSV-587 of August 21<sup>st</sup>, 1998 for the Minor Repair of 1520 mm-gauge Freight Cars (hereinafter the '**Regulations for Overall and Minor Freight Car Repair**') using materials and spare parts of the Customer supplied by the Customer and specified by it in Annex 6 to this Agreement, and shall complete the list of equipment.

The Contractor shall repair wheelsets in accordance with Instruction No. TSV-3429 of December 31<sup>st</sup>, 1976 on Inspection, Expert Appraisal, Repair and Forming of Car Wheelsets issued by the Ministry of Railways of the USSR, other regulations of the Ministry of Railways of Russia and other regulatory and technical documents.

3.1.2. The Contractor shall ensure that freight cars delivered in accordance with the schedule of freight car delivery for repair agreed upon by the Parties to the Repair Shop of the Contractor are repaired within the term provided for by this Agreement.

3.1.3. When freight cars are being accepted for repair, the Contractor shall inspect each freight car to define the preliminary scope of work and issue the statement of defects in accordance with Form VU-22M for repair of each freight car and reflect therein the list of repair work.

The Contractor shall issue the list of equipment in accordance with Form VU-51 for wheels accepted for repair.

3.1.4. If any non-reparable units and parts are found in freight cars, the Contractor shall issue the rejection statement with respect to units and parts (Annex 7) and replace them with proper units and parts as per paragraph 3.1.1 of this Agreement.

Upon Agreement with the Customer, the Contractor may supply its own units and parts specified in paragraph 3.1.1 if they are not available to the Customer.

If the Contractor does not have required units and parts, relevant units and parts shall be supplied by the Customer.

The Repair Shop of the Contractor shall notify the Customer of the need to supply proper units and parts and send to the Customer by fax the rejection statement with respect to defective units and parts within twenty-four hours.

3.1.5. The Contractor shall accept units and parts for custody at prices calculated in accordance with ratios approved by Resolution of RZD No. 1822r of September 1<sup>st</sup>, 2009 and scrap metal generated during repair of the Customer's freight cars at prices not exceeding prices

set by ROSZHELDORSNAB and issue the Goods and Materials Delivery and Acceptance Statement in accordance with Form MKh-1.

3.1.6. The Contractor shall deliver to the Customer units, spare parts and scrap metal and issue the Statement in accordance with Form MKh-3 for return of goods and materials delivered for custody signed by authorized representatives of the Parties.

3.1.7. Upon completion of repair work, the Contractor shall issue a set of documents confirming performed work relating to freight car repair in accordance with paragraph 5.1 of this Agreement and provide them to the Customer within 5 (five) calendar days after completion of repair.

3.2. The Customer shall have the following obligations:

3.2.1. The Customer shall organize delivery of freight cars for repair and their return from repair at its own expense.

3.2.2. The Customer shall pay for freight car and wheelset repair in due time and in full in accordance with the procedure provided for by this Agreement.

3.2.3. In the event of any amendments to the schedule of freight car delivery for repair, the Customer shall send the adjusted schedule of freight car delivery for repair to the Contractor for approval and specify therein the number of freight cars, type of repair (minor or overall), the Repair Shop of the Contractor on the 15<sup>th</sup> (fifteenth) day of the month preceding the month of repair.

3.2.4. The Customer shall deliver freight cars to the Repair Shop of the Contractor in an even manner (by decade) during a month within the term provided for by the schedule of freight car delivery for repair agreed upon by the Parties.

3.2.5. The Customer shall send for repair freight cars washed and cleaned of cargo remains outside and inside; tank cars – cleaned outside and inside, steamed, washed, degassed and neutralized and submit to the Contractor the statement of tank car readiness for repair in accordance with Form VU-19 and the certificate issued in the form of Appendix 3 to the Safety Rules for Transportation of Hazardous Cargoes by Railways approved by Resolution No. 50 of ROSTEKHNADZOR (Federal Service of Environmental, Technological and Nuclear Supervision of Russia) of August 16<sup>th</sup>, 1994.

3.2.6. The Customer shall remove non-reparable units and parts from the area of the Repair Shop and solid-rolled wheels and other elements received from wheelset repair from the area of Wheel Shops after the date of the statement of defects. The Customer shall reimburse the Contractor for its expenses on storage and loading (unloading) of non-reparable units and parts from the area of the Repair Shop and solid-rolled wheels and other elements received from wheelset repair from the area of Wheel Shops in accordance with the price approval statement (Appendix 8).

3.2.7. The Customer shall provide to the Contractor a certificate of conformity for new units and parts of a freight car sent to the Contractor for replacement of non-reparable units and parts.

If the Customer supplies used units and parts, they shall have the manufacturer's number.

3.2.8. If the service life of freight cars is extended above the standard service life, the Customer shall provide to the Contractor a copy of the Technical Resolution to extend the service life of freight cars.

3.2.9. The Customer shall supply proper or reparable units and parts within 3 (three) days after receipt of the Contractor's notice as per paragraph 3.1.4 of this Agreement and transfer them to the Contractor against the Delivery and Acceptance Statement with respect to material values delivered for custody in accordance with Form MKh-1 at prices calculated at the ratios approved by Resolution of RZD No. 1822r of September 1<sup>st</sup>, 2009. Having installed the delivered units and parts on a freight car, the Contractor together with the Customer shall sign

the Redelivery and Acceptance Statement with respect to material values in accordance with Form MKh-3.

3.2.10. The Customer shall agree with the Repair Shop of the Contractor in writing upon the scope and terms of creation in its area the stock of reparable and proper units and parts and reimburse it for expenses on their storage and loading (unloading) in accordance with the procedure provided for by this Agreement.

3.2.11. The Customer shall provide to the Repair Shop of the Contractor an application for the route of freight cars by the date of receipt of freight cars for repair.

3.2.12. The Customer shall provide to the Repair Shop of the Customer the information about responsible persons (full name, contact phone, title) for solution of prompt issues arising during performance of this Agreement within 3 (three) days after signing of this Agreement.

3.3. The Customer shall have the following rights:

3.3.1. The Customer may deliver the following spare parts for repair of freight cars: wheelset, bolster, side frame, triangle, automatic coupler, coupler casing, cushioning unit, cushioning unit casing, air distributor, air distributor body, trunk part of air distributor, automatic mode, automatic regulator, center plate, rolling bearing, elastomer cushioning unit (Appendix 6).

#### **4. REPAIR TERM**

4.1. The term of repair by the Contractor of freight cars shall be counted from delivery of freight cars to the Repair Shop connection station and may not exceed 6 (six) days for minor and 8 (eight) days for major repair, provided that the Customer complies with the schedule for delivery of freight cars for repair agreed upon by the Parties, freight cars are delivered for repair in an even manner (by decade) during a month and paid for in accordance with Article 2 of this Agreement

Freight cars to be repaired in the current month shall be delivered by the Customer submit to time required for the scheduled repair.

4.2. The term of freight car repair shall be extended pro rata to the term of delivery of required units and parts by the Customer.

If the Customer performs paragraphs 2.4, 3.2.3, 3.2.4 and 3.2.5 of this Agreement with a delay, the freight car repair shall be carried out within the term defined by the Repair Shop of the Contractor at its own direction.

#### **5. WORK DELIVERY AND ACCEPTANCE PROCEDURE**

5.1. The performed work with respect to the freight car and wheelset repair shall be delivered by the Contractor and accepted by the Customer via issue and signing of the Delivery and Acceptance Statement by the Parties subject to attachment of the following documents: notice of the freight car acceptance for repair as per Form VU-26M, the Repair Request Form, the Statement of Defects as per Form VU-22, the Rejection Statement (if any), the wheel list as per Form No. VU-51 (for wheelset repair with replacement of elements).

5.2. The provided services relating to storage and loading (unloading) of spare parts shall be delivered by the Contractor and accepted by the Customer via issue and signing of the Performed Work Statement.

5.3. The Performed Work Statements and the set of documents listed in paragraphs 5.1 and 5.2 of the Agreement shall be submitted by the Parties by fax subject to further sending of original documents by post by registered letter.

If the Customer refuses to sign a Performed Work Statement, the Customer shall give to the Contractor a motivated refusal within 3 (three) days after its receipt. In such event, the Parties shall sign a statement specifying found defects, the term and procedure for their elimination.

#### **6. WARRANTY OBLIGATIONS**

6.2. If any technology defects are found during the warranty term that arise during operation of freight cars due to repair of a poor quality (hereinafter the 'defects'), freight cars shall be sent to a maintenance shop of the railways or the Repair Shop of the Customer to cure the found defects. If it is impossible to cure the defects in the Repair Shop/ Wheel Shop of the Contractor, the Customer may cure them in other organizations dealing with maintenance and repair of the rolling-stock.

6.3. Any work to cure a defect arisen during the warranty term shall be paid by the Customer, unless it is cured as warranty repair in the Repair Shop of the Contractor.

6.4. The Customer shall impose on the Contractor that has carried out the scheduled repair any expenses incurred by the Customer for the performed work to eliminate defects arisen due to a poor quality of work during the warranty term subject to requirements specified in paragraph 6.1 of this Agreement.

6.5. The Contractor shall reimburse the Customer in accordance with the claim procedure any expenses incurred to cure defects subject to submission of the list of defects, the notice of the freight car repair (Form VU-23M), the notice of the freight car acceptance after repair (form VU-36M), the claim (Form VU-41M) with the attachment of calculations with respect to the price for curing of such defects and a document confirming the payment for work.

## **7. LIABILITY OF THE PARTIES**

7.1. The Parties shall be liable for non-performance of their obligations under this Agreement in accordance with the laws of the Russian Federation.

7.2. If the Customer is in breach of the approved schedule for rail car delivery for repair, the Contractor may impose on the Customer a penalty equal to 0.1% of the price payable for the approximate repair work list per each calendar day of such delay after expiry of the delivery term in accordance with the schedule.

7.3. If the Contractor is in breach of the freight car repair term, the Customer may impose on the Contractor a penalty equal to 0.1% of the price payable for the approximate repair work list per each calendar day of delay.

7.4. If the Customer is in breach of the payment term provided for by this Agreement, the Contractor may impose on the Customer a penalty equal to 0.1% of the price payable for the approximate repair work list per each day of delay.

7.5. Payment of the penalty by either Party shall not release the other Party from the performance of its obligations under this Agreement.

7.6. The Customer shall reimburse the Contractor for any losses incurred through the fault of the Customer due to detention of freight cars of the Customer at public railway tracks under confirming documents.

7.7. The Contractor may impose the penalties specified in paragraphs 7.2 and 7.4 of the Agreement via their withholding from the advance payment received from the Customer subject to relevant notice.

## **8. FORCE MAJEURE**

8.1. Neither Party shall be liable to the other Party for non-performance or improper performance of its obligations under this Agreement due to the force majeure, i. e. emergency circumstances beyond control of the Parties, including declared or actual war, civil commotions, epidemics, blockades, embargoes, fires, earthquakes, floods and other natural disasters or acts issued by governmental authorities.

8.2. A certificate issued by relevant chamber of commerce and industry or other relevant authority shall be the sufficient confirmation of occurrence and duration of the force majeure.

8.3. The Party that fails to perform its obligations due to the force majeure shall notify the other Party of such circumstances and their influence on performance of the obligations under this Agreement.

8.4. If the force majeure lasts for more than 3 (three) consequent months, either Party may terminate this Agreement.

## **9. DISPUTE RESOLUTION**

9.1. All disputes and controversies arising out of this Agreement shall be settled by the Parties by negotiations, which may be held, among other things, by sending of sellers by post or fax.

9.2. If the Parties fail to come to an Agreement by negotiations, all disputes shall be resolved in accordance with the claim procedure. Any claim shall be considered within 30 (thirty) days after receipt of the claim.

9.3. If a dispute is not settled by the Parties by negotiations and in accordance with the claim procedure, it shall be referred by the Party concerned to and resolved by an arbitration court at the location of the respondent.

## **10. AMENDMENTS AND SUPPLEMENTS TO THE AGREEMENT. TERMINATION OF THE AGREEMENT**

10.1. Any amendments and supplements to this Agreement shall be made in writing in the form of an addendum to this Agreement signed by the Parties.

10.2. This Agreement may be terminated earlier on the initiative of either Party. In such event, the Party concerned shall give to the other Party a written termination notice at least 30 (thirty) days prior to the supposed termination date. In such event, the Parties shall sign a reconciliation statement.

## **11. MISCELLANEOUS**

11.1. This Agreement shall take effect as of its signing by the Parties and be in effect until December 31<sup>st</sup>, 2010, with respect to payment obligations – until they are performed in full and with respect to the warranty – until expiry of the warranty term.

11.2. Neither Party may assign its rights and transfer its obligations arising out of this Agreement to third parties without the written consent of the other Party.

11.3. Any information about financial, business or other activities of either Party shall be deemed confidential one and may not be disclosed or transferred to third parties, unless otherwise is prescribed by the laws of the Russian Federation.

11.4. In all other matters not covered by this Agreement, the relationship of the Parties shall be governed by the laws of the Russian Federation, regulatory legislative acts and other acts of the Ministry of Railways of Russia or internal documents of RZD.

11.5. This Agreement is made in two original copies having equal legal effect, one copy for each Party.

11.6. All annexes to this Agreement shall be integral parts hereof.

11.7. Annexes to this Agreement:

11.7.1. Schedule of Freight Car Delivery for Repair (Annex 1);

11.7.2. List of Freight Car Repair Shops (Annex 2);

11.7.3. Price List for Repair Work (Annex 3);

11.7.4. Repair Request Form (Annex 4);

11.7.5. Approximate Repair Work List (Annex 5);

11.7.6. List of Spare Parts Supplied by the Customer (Annex 6);

11.7.7. Rejection Statement Form (Annex 7);

11.7.8. Price Approval Statement with Respect to Storage and Loading (Unloading) of Units, Parts and Wheelsets (Appendix 8);

11.7.9. Performed Work Statement Form (Annex 9);

11.7.10. Price for Delivery/ Removal of 1 Freight Car to Public Tracks (Annex 10).

## **12. REGISTERED ADDRESSES AND PAYMENT DETAILS OF THE PARTIES**

**The Contractor:**

**Open Joint-Stock Company Russian Railways (RZD)**

107174, Moscow, Novaya Basmannaya, 2

INN 7708503727 KPP 99765001

Central Directorate for Freight Car Repair,  
the RZD's Branch

Registered address: Moscow,  
ul. Kalanchevskaya, 35

Actual address: 105062, Moscow,  
ul. Makarenko, 3 bldg. 1

Postal address (for correspondence): 107174  
Moscow, Novaya Basmannaya 2.

INN 7708503727 KPP 770802017

Account 40702810500056003183  
with OJSC TransCreditBank, Moscow

BIC 044525562

Correspondent account

30101810600000000562

OKPO 93299049

Tel.: (495) 542-60-28, 542-60-99

Fax: (495) 542-69-09

e-mail: [info@cdrv.ru](mailto:info@cdrv.ru)

**For and on behalf of the Contractor:**

*/signed/*

**N. A. Bochkarev**

*Seal*

**The Customer:**

**Joint-Stock Company Centre for the  
Transport of Goods in Containers  
(JSC TransContainer)**

Registered address: 107228, Russian  
Federation, Moscow, ul. Novoryazanskaya, 12

Postal address: 107174, Russian Federation,  
Moscow, ul. Kalanchevskaya, 6/2

INN 7708591995 KPP 997650001

Account 407028109000000007269 with

OJSC TransCredit Bank, Moscow

Correspondent account

301018106000000000562

BIC 044525562

OKPO 94421386 OGRN 1067746341024

Tel.: 262-85-06, fax: 262-75-78

e-mail:

**For and on behalf of the Contractor:**

*/signed/*

**P. V. Baskakov**

*Seal*



**Supplementary Agreement No. 1  
to Agreement No. 242 of December 31<sup>st</sup>, 2009  
for Scheduled Freight Car Repair**

Moscow

December 31<sup>st</sup>, 2009

**Open Joint-Stock Company Russian Railways (OAO RZD)**, hereinafter referred to as the '**Contractor**', represented by Nikolay Alexeevich Bochkarev, Head of the Central Directorate for Freight Car Repair, acting under Power of Attorney No. 120-D of February 25<sup>th</sup>, 2009, on the one part, and **Joint-Stock Company Centre for the Transport of Goods in Containers (JSC TransContainer)**, hereinafter referred to as the '**Customer**', represented by Petr Vasilievich Baskakov, Director General, acting under the Articles of Association, on the other part, hereinafter jointly referred to as the '**Parties**', enter into this Supplementary Agreement to Agreement No. 242 of December 31<sup>st</sup>, 2009 (hereinafter the '**Agreement**') whereby it is agreed as follows:

1. The Agreement shall be amended to read as follows:

1.1. Paragraph 1.1 of the Agreement shall be amended to read as follows:

'1.1. The Customer hereby engages the Contractor and undertakes to pay for and the Contractor undertakes to perform scheduled types of repair (minor and overall repairs), minor repair with the service life extension and overall repair with the service life extension of freight cars owned, leased or otherwise lawfully possessed by the Customer (hereinafter the '**freight cars**') in accordance with the schedule of rail car delivery for repair agreed upon by the Parties (Annex 1). If necessary, upon Agreement of the Parties the Contractor shall repair wheelsets with replacement of elements dismantled in the course of scheduled repair, repair freight cars built after 1995 with the extension of an interval between repair to 250,000 km within the scope of minor and overall freight car repair using materials of the Customer in accordance with documents provided by the Customer'.

1.2. Paragraph 1.2 of the Agreement shall be amended to read as follows:

'1.2. The scheduled freight car repair, including the repair of wheelsets with replacement of elements, shall be carried out in car repair shops (hereinafter the '**Repair Shops of the Contractor**') and in car wheel shops (hereinafter the '**Wheel Shops of the Contractor**') by the Central Directorate for Freight Car Repair, the RZD's Branch. The list of the Repair Shops of the Contractor and the Wheel Shops of the Contractor is contained in the annex to this Agreement (Annex 2) and approved by the Parties taking into consideration the routing area of the Customer's freight cars and the production capacity of the Repair Shops of the Contractor. Freight cars built after 1995 shall be repaired with the extension of an interval between repairs to 250,000 km in the Repair Shops of the Contractor specified in Annex 1'.

1.3. Paragraph 2.1 of the Agreement shall be supplemented with a sub-paragraph to read as follows:

'The price of work relating to repair of freight cars built after 1995 shall be repaired with the extension of an interval between repairs to 250,000 km shall be defined based on the Price List for Repair Work (Annex 3)'.

1.4. Paragraph 2.3 of the Agreement shall be amended to read as follows:

'2.3. If the Price List for Repair Work is amended, the Contractor shall agree upon such amendments with the Customer. The Customer shall approve amendments to the Price List for Repair Work within 30 (thirty) calendar days after receipt of the notice of amendments to the Price List. The notice of amendments to the Price List shall be sent by the Customer to the Contractor by fax subject to further sending of original copies by post. If the Customer approves the new Price List within 30 (thirty) calendar days after receipt of the notice, the Parties shall sign a supplementary Agreement to this Agreement with respect to amendments to the Price List.

If the Customer disagrees with amendments to the Price List and refuses to sign the supplementary Agreement within the prescribed term after receipt of the notice of amendments

to the Price List, the Contractor may suspend the repair of freight cars. In this event, the Parties shall make a decision to terminate the Agreement earlier in accordance with the procedure described in paragraph 10.2 of the Agreement’.

1.5. Paragraph 2.8 of the Agreement shall be supplemented by the second sub-paragraph to read as follows:

‘The Parties agrees upon the payment under documents sent by fax subject to further sending or original copies by post by registered letter within 30 (thirty) calendar days’.

2.11. Paragraph 2.11 of the Agreement shall be amended to read as follows:

‘2.11. The performed work statements, proforma invoices, and reconciliation statements shall be signed by authorized persons of the Repair Shop of the Customer that has repaired freight cars of the Customer and authorized persons of the Customer’.

1.7. The Agreement shall be supplemented by paragraph 2.12 to read as follows:

‘2.12. Consignees of freight cars are specified in the list of freight car consignees (Annex 12), being an integral part of this Agreement’.

1.8. The Agreement shall be supplemented with sub-paragraph 3.1.8 to read as follows:

‘3.1.8. When repairing freight cars, the Contractor shall install on freight cars of the Customer only numbered reparable spare parts that have been dismantled from them in the course of repair work’.

1.9. The Agreement shall be supplemented with sub-paragraph 3.1.9 to read as follows:

‘3.1.9. If units and parts required to perform work relating to retrofitting of freight cars with the service life extension and repair of freight cars built after 1995 with the extension of an interval between repairs to 250,000 km are not available to the Contractor, the missing units and parts shall be supplied by the Customer’.

1.10. The third sub-paragraph of paragraph 3.2.7 of the Agreement shall be amended to read as follows:

‘The Customer warrants that freight car units and parts supplied by it for the replacement of defective units and parts of freight cars are owned by it, are not pledged or attached and are free and clean of third party’s claims. The Customer shall reimburse the Contractor for all losses arisen due to non-compliance with the said requirement’.

1.11. The first sub-paragraph of paragraph 5.3 of the Agreement shall be amended to read as follows:

‘The Performed Work Statements and the set of documents listed in paragraphs 5.1 and 5.2 of the Agreement shall be submitted by the Parties by fax subject to further sending of original documents by post by registered letter within 30 (thirty) calendar days’.

1.12. Paragraph 6.1 of the Agreement shall be amended to read as follows:

‘6.1. The warranty term for performed for relating to minor and overall freight car repair, including repair of freight cars built after 1995 with the extension of an interval between repairs to 250,000 km, shall be set until the next scheduled repair starting from the date when the notice of freight car acceptance from repair as per Form VU-36M is issued. The warranty term shall not apply to units and parts whose failure is caused by natural operation wears, defects of wheelset rolling surface or non-compliance of the Customer with engineering rules and standards of the rolling-stock operation and freight car maintenance standards’.

1.13. The Agreement shall be supplemented by paragraph 6.6 to read as follows:

‘6.6. The performed work relating to repair of freight cars built after 1995 with the extension of an interval between repairs to 250,000 km shall correspond to technical documents provided by the Customer’.

1.14. Paragraph 7.6 of the Agreement shall be amended to read as follows:

‘7.6. The Customer shall reimburse the Contractor for any losses incurred through the fault of the Customer due to detention of freight cars of the Customer at public railway tracks under confirming documents’.

1.5. Paragraph 9.3 of the Agreement shall be amended to read as follows:

‘9.3. If the Parties fail to come to an Agreement by negotiations and in accordance with the claim procedure, all disputes connected with execution, performance, amendment, cancellation or termination of this Agreement shall be referred to and settled by the Permanent Arbitration Court of CJSC Professional Legal Assistance Association in accordance with the Regulations and Rules of the Permanent Arbitration Court. Address of the Permanent Arbitration Court of CJSC Professional Legal Assistance Association: 125167, Moscow, ul. Stepana Suprun, 4/10, office 147, tel.: 613-87-23, 613-61-27’.

1.16. The Agreement shall be supplemented with the following annexes:

List of Repair Shops for Freight Cars Built after 1996 with the Extension of an Interval Between Repairs to 250,000 km (Annex 11);

List of Freight Car Consignees (Annex 12).

1.17. Paragraph 11.7 shall be supplemented with sub-paragraphs to read as follows:

‘11.7.11. List of Repair Shops for Freight Cars Built after 1996 with the Extension of an Interval Between Repairs to 250,000 km (Annex 11);

11.7. 2. List of Freight Car Consignees (Annex 12)’.

2. All other provisions of the Agreement not covered by this Supplementary Agreement shall remain unchanged.

3. This Supplementary Agreement shall take effect as of its signing by the Parties.

4. This Supplementary Agreement is made in two original copies having equal legal effect, one copy for each Party, and be an integral part of the Agreement.

5. Annexes to this Supplementary Agreement:

Annex 1. List of Repair Shops for Freight Cars Built after 1996 with the Extension of an Interval Between Repairs to 250,000 km (Annex 11 to the Agreement);

Annex 2. List of Freight Car Consignees (Annex 12 to the Agreement).

**For and on behalf of the Contractor:**

*/signed/*

**N. A. Bochkarev**

*Seal*

**For and on behalf of the Contractor:**

*/signed/*

**P. V. Baskakov**

*Seal*

**Supplementary Agreement No. 2  
to Agreement No. 242 of December 31<sup>st</sup>, 2009  
for Scheduled Freight Car Repair**

Moscow

\_\_\_\_\_, 2010

**Open Joint-Stock Company Russian Railways (OAO RZD)**, hereinafter referred to as the '**Contractor**', represented by Nikolay Alexeevich Bochkarev, Head of the Central Directorate for Freight Car Repair, acting under Power of Attorney No. 120-D of February 25<sup>th</sup>, 2009, on the one part, and **Joint-Stock Company Centre for the Transport of Goods in Containers (JSC TransContainer)**, hereinafter referred to as the '**Customer**', represented by Petr Vasilievich Baskakov, Director General, acting under the Articles of Association, on the other part, hereinafter jointly referred to as the '**Parties**', enter into this Supplementary Agreement No. 2 to Agreement No. 242 of December 31<sup>st</sup>, 2009 (hereinafter the '**Agreement**') whereby it is agreed as follows:

1. The Agreement shall be amended to read as follows:
  - 1.1. The Agreement shall be supplemented with Annex 14 Appendix to the Price List for Repair Work (Annex 1 to this Supplementary Agreement).
2. All other provisions of the Agreement not covered by this Supplementary Agreement shall remain unchanged.
3. This Supplementary Agreement shall take effect as of its signing by the Parties.
4. This Supplementary Agreement is made in two original copies having equal legal effect, one copy for each Party, and be an integral part of the Agreement.
5. Annexes to this Supplementary Agreement:  
Appendix to the Price List for Repair Work (Annex 14).

**For and on behalf of the Contractor:**

*/signed/*

**N. A. Bochkarev**

*Seal*

**For and on behalf of the Contractor:**

*/signed/*

**P. V. Baskakov**

*Seal*

**Supplementary Agreement No. 3  
to Agreement No. 242 of December 31<sup>st</sup>, 2009  
for Scheduled Freight Car Repair**

Moscow

July 29<sup>th</sup>, 2010

**Open Joint-Stock Company Russian Railways (OAO RZD)**, hereinafter referred to as the '**Contractor**', represented by Nikolay Alexeevich Bochkarev, Head of the Central Directorate for Freight Car Repair, acting under Power of Attorney No. 120-D of February 25<sup>th</sup>, 2009, on the one part, and **Joint-Stock Company Centre for the Transport of Goods in Containers (JSC TransContainer)**, hereinafter referred to as the '**Customer**', represented by Petr Vasilievich Baskakov, Director General, acting under the Articles of Association, on the other part, hereinafter jointly referred to as the '**Parties**', enter into this Supplementary Agreement No. 3 to Agreement No. 242 of December 31<sup>st</sup>, 2009 (hereinafter the '**Agreement**') whereby it is agreed as follows:

1. The Agreement shall be amended to read as follows:
  - 1.1. Annex 14 Appendix to the Price List for Repair Work shall be amended in accordance with the annex to this Supplementary Agreement (Annex 1 to this Supplementary Agreement).
2. All other provisions of the Agreement not covered by this Supplementary Agreement shall remain unchanged.
3. This Supplementary Agreement shall take effect as of its signing by the Parties.
4. This Supplementary Agreement is made in two original copies having equal legal effect, one copy for each Party, and be an integral part of the Agreement.
5. Annexes to this Supplementary Agreement:  
Annex 1. Appendix to the Price List for Repair Work (Annex 14 to the Agreement).

**For and on behalf of the Contractor:**

*/signed/*

**N. A. Bochkarev**

*Seal*

**For and on behalf of the Contractor:**

*/signed/*

**P. V. Baskakov**

*Seal*