

**Supplementary Agreement No. 4  
to Agreement No. 242 of December 31<sup>st</sup>, 2009**

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

1.1. Annex 3 to the Agreement 'Price list for scheduled freight car repair work performed in accordance with requirements of Regulations No. TSV-587 for the Minor Repair of 1520 mm-gauge Freight Cars and Regulations No. TSV-627 of for the Overall Repair of 1520 mm-gauge Freight Cars in repair shops of the Central Directorate for Freight Car Repair, the RZD's Branch', shall be amended in accordance with the annex to this Supplementary Agreement (Annex 1).

1.2. Annex 5 to the Agreement 'Approximate List of Repair Work Performed in the Course of Minor Repair in Repair Shops of the Central Directorate for Freight Car Repair, the RZD's Branch (for Advance Payment)' and 'Approximate List of Repair Work Performed in the Course of Overall Repair in Repair Shops of the Central Directorate for Freight Car Repair, the RZD's Branch (for Advance Payment)' shall be amended in accordance with the annex to this Supplementary Agreement (Annex 2).

1.3. Annex 10 to the Agreement 'Price for Delivery/ Removal of 1 Freight Car to Non-Public Railway Tracks' shall be amended in accordance with the annex to this Supplementary Agreement (Annex 3).

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:

5.1. Price list for scheduled freight car repair work performed in accordance with requirements of Regulations No. TSV-587 for the Minor Repair of 1520 mm-gauge Freight Cars and Regulations No. TSV-627 of for the Overall Repair of 1520 mm-gauge Freight Cars in repair shops of the Central Directorate for Freight Car Repair, the RZD's Branch (Annex 1).

5.2. Approximate List of Repair Work Performed in the Course of Minor Repair in Repair Shops of the Central Directorate for Freight Car Repair, the RZD's Branch (for Advance Payment) and Approximate List of Repair Work Performed in the Course of Overall Repair in Repair Shops of the Central Directorate for Freight Car Repair, the RZD's Branch (for Advance Payment) (Annex 2).

5.3. Price for Delivery/ Removal of 1 Freight Car to Non-Public Railway Tracks' (Annex 3).

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

*/signed/*

**N. A. Bochkarev**

*Seal*

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

*/signed/*

**P. V. Baskakov**

*Seal*

