

**Supplementary Agreement No. 3  
to Agreement of Lease of Medium-Tonnage Containers of JSC  
TransContainer  
of October 15, 2007 No. 106-zhd**

Moscow

*September 29, 2008*

Open Joint-Stock Company Russian Railways (RZD), hereinafter referred to as the 'Lessee', represented by Elena Akimovna Kunaeva, Director General of the Center for Corporate Transport Services, a department of RZD, acting under power of attorney No. 698-D of the sixth of July two thousand nine, on the one part, and Joint-Stock Company 'Centre for the Transport of Goods in Containers TransContainer' (JSC TransContainer), hereinafter referred to as the 'Lessor', represented by Petr Vasilievich Baskakov, Director General, acting under the Articles of Association, on the other part, hereinafter collectively referred to as the 'Parties', enter into this Supplementary Agreement to Agreement on Lease of Medium-Tonnage Containers of JSC TransContainer of October 15, 2007 No. 106-zhd (hereinafter, the 'Agreement') and agree as follows:

1. In compliance with this Supplementary Agreement the Lessor agrees to lease to the Lessee containers manufactured in 1992 or later that were not covered by the inventory survey of 2007, and serviceable containers manufactured in 1992 or earlier to transport goods by all means of transportation.

2. The lease of serviceable containers manufactured in 1992 or earlier shall be executed in writing from January 1, 2008 to June 30, 2008.

Upon the lease of containers manufactured in 1992 or earlier that were not covered by the inventory survey of 2007, the rent rate shall accrue from actual acceptance of containers into the lease according to date stamps on transportation documents on the date of receipt of goods for transportation at railway stations, or on the date of transfer of containers from a port upon transportation of goods by through combined sea-rail traffic.

The list of containers leased under this Supplementary Agreement is set forth in reports on acceptance of containers into lease that shall be made part of and incorporated into this Supplementary Agreement.

3. After a calendar year ends the Lessee shall tick off the 'log availability' mark in the automated container fleet data bank for containers manufactured in 1992 or earlier.

If upon expiry of its lease term a container is used to transport goods, the Lessee shall tick off the 'log availability' mark in the automated container fleet data bank upon completion of the transportation.

4. The Parties shall carry out settlements for containers leased under this Supplementary Agreement pursuant to the procedure described in Section 4 of the Agreement.

5. In other matters that are not covered by this Supplementary Agreement, the terms and conditions of the Agreement shall apply.

6. This Supplementary Agreement is made and executed in two equally authentic copies, one copy for each Party.

7. This Supplementary Agreement becomes effective as of its signing date and remains in effect to December 31, 2008. This Supplementary Agreement shall govern the relations that have arisen between the Parties before its execution date from January 1, 2008.

For and on behalf of the Lessee:

For and on behalf of the Lessor:

*/signature/* E. A. Kunaeva

*/signature/* P. V. Baskakov

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