

**Supplementary Agreement No. 5
to Agreement on Lease of Medium-Tonnage Containers of JSC TransContainer
No. 106-zhd of October 15, 2007**

Moscow

April 3, 2009

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 one part, and 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. 721-D of the ninth of July two thousand eight, on the other part, hereinafter collectively referred to as the 'Parties', enter into this Supplementary Agreement (hereinafter, the 'Supplementary Agreement') to Agreement on Lease of Medium-Tonnage Containers of JSC TransContainer No. 106-zhd of October 15, 2007 (hereinafter, the 'Agreement') and agree as follows:

1. Section 8 of the Agreement shall be amended as follows:

'8. DISPUTE RESOLUTION

8.1 The Parties shall settle all disputes arising out of performance, amendment, cancellation, and termination of this Agreement by negotiation. If the Parties cannot reach an agreement by negotiation, the disputes shall be settled pursuant to the complaint procedure within thirty days after the day when a claim is received.

8.2. If the Parties cannot reach an agreement both by negotiation and through the complaint procedure, the dispute shall be submitted to the Institutional Third-Party Arbitration Court ZAO Association of Professional Legal Assistance in accordance with the Regulations and Rules of the Institutional Third-Party Arbitration Court. The institutional Third-Party Arbitration Court ZAO Association of Professional Legal Assistance is located at: 125167, Moscow, Stepana Supruna Street 4/10, office 147, telephones: 613-87-23, 613-61-27.'

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

3. This Supplementary Agreement becomes effective as of its execution date, and shall be made part of and incorporated in the Agreement.

For and on behalf of the Lessor:

For and on behalf of the Lessee:

/signature/ P. V. Baskakov
Seal

/signature/ E. A. Kunaeva
Seal