

**Supplementary Agreement No.14 to Carriages and Containers Leasing Contract of  
TransContainer Joint-Stock Company as of September 9, 2006  
No.69/ЦФТОАПЦ-36/1**

City of Moscow

\_\_\_\_\_, 201\_

Center for Cargo Container Traffic TransContainer Joint-Stock Company (JSC TransContainer), hereinafter referred to as the “Lessor”, represented by its General Director Petr Vasilyevich Baskakov, acting pursuant to the Articles of Association, on the one hand, and Russian Railways Joint-Stock Company (JSC Russian Railways), hereinafter referred to as the “Lessee”, represented by Elena Akimovna Kunaeva, General Director of the Center for Corporate Transport Service, a structural subdivision of JSC Russian Railways, acting pursuant to Power of Attorney of July 6, 2009 No.698-Д, on the other hand, hereinafter collectively referred to as the “Parties”, have entered into this Supplementary agreement to Carriages and Containers Leasing Contract of TransContainer Joint-Stock Company as of September 9, 2006 No.69/ЦФТОАПЦ-36/1 (hereinafter referred to as the “Contract”) as follows:

1. Paragraph 1.1 of the Contract shall be amended as follows:

“1.1. The Lessor undertakes to provide multi-tonnage 20 and 40 feet containers, that are owned by the Lessor, having the alphabetic index of the marking code (prefix) designated as “RZDU” and “TKRU” and/or carriages having 8-digit numbering starting with number “9” and “5” for carrying out:

- transportations of cargoes between structural units of the Lessee (with the date of commencement of such transportations prior to and including July 31 (the thirty-first), 2011);

- transportations of military cargoes and household effects with calculation of Form 2 in accordance with military requirement-waybill in direct, direct railway and ferry traffic Ust-Luga – Baltiysk and direct mixed railway and waterway traffic (hereinafter “transportations”) for the needs of the Ministry of Defense of the Russian Federation, Federal Security Service of the Russian Federation, Ministry of Internal Affairs of the Russian Federation, Ministry of Civil Defense and Emergency Response of the Russian Federation, as well as special railway transportations (with the date of commencement of such transportations till and including June 30 (the thirtieth), 2011) for the needs of Atomspetztrans OJSC and other organizations that are authorized to carry out special transportations.”.

2. To consider paragraph 1.2 of the Contract to be paragraph 1.3.

3. Paragraph 1.2 shall be added to the Contract with the below amendments:

“1.2. The Lessor undertakes to provide on lease general purpose medium-tonnage 3 and 5 ton containers that are owned by the Lessor to the Lessee for:

- carrying out transportations of military cargoes and household effects with calculation of Form 2 in accordance with military requirement-waybill in direct, direct railway and ferry traffic Ust-Luga – Baltiysk and direct mixed railway and waterway traffic (hereinafter referred to as the “transportations”) for the needs of the Ministry of Defense of the Russian Federation, Federal Security Service of the Russian Federation, Ministry of Internal Affairs of the Russian Federation, Ministry of Civil Defense and Emergency Response of the Russian Federation,

- filling of a carriage loaded with medium-tonnage containers (loaded and/or empty) for reaching until it is completely filled with a carriage package.

4. Paragraph 1.4 shall be added to the Contract with the below amendments:

“1.4. The term “container” hereunder which is used without defining its capacity (type size)” shall apply for both medium-tonnage and multi-tonnage containers”.

5. Section 2 of the Contract shall be amended as follows:

**“2. THE PROCEDURE OF TRANSFER AND RETURN  
OF CONTAINERS AND/OR CARRIAGES**

2.1. Transfer of containers and/or carriages to the Lessee for leasing shall be carried out based on the Lessee's Application executed in the form specified in Schedule 5 and agreed upon with the Lessor, whereby transfer of medium-tonnage containers into lease shall be carried out in quantity which is necessary for complete filling of a carriage.

Transfer of containers and/or carriages to the Lessee for leasing and their return from the Lessee shall be documented with containers and/or carriages transfer and acceptance acts that shall be drawn up and signed by representatives of the Parties in two copies.

Authorized representatives of the Parties at every railway, being a branch of JSC Russian Railways, not later than the 5<sup>th</sup> (fifth) day of a month, following the accounting month, shall draw up and sign Containers and/or Carriages Transfer and Acceptance Acts for the previous month, whereupon one copy of each act shall be delivered to the Lessor and the other copy to the Lessee.

2.2. The Lessor shall provide technically sound containers and/or carriages to the Lessee.

2.3. If a multi-tonnage container and/or a carriage is not available at a station which is the place of loading of cargoes, the Lessor shall provide (send) a container and/or a carriage to that station.

When sending empty containers and/ or carriages the Lessor shall execute a railway consignment note (hereinafter referred to as the “way-bill”), wherein the following shall be indicated: in the box “Consignee” – JSC Russian Railways, in the box “Payer” – JSC TransContainer, in the box “Cargo description” – “Shipment by order of Russian Railways under leasing agreement”.

Expenses for shipment of an empty multi-tonnage container and/or a carriage to a station of shipping shall be born by the Lessor.

If at a station which is the place of loading of cargoes there are no empty medium-tonnage containers available in quantity which is necessary for a complete filling of a carriage, transfer of empty medium-tonnage containers shall be carried out at a station which is the nearest one to the place of loading where the containers are actually located.

When shipping empty medium-tonnage containers from the station of transfer into lease to the station of loading of cargo the Lessee shall (as instructed) execute a waybill wherein the following shall be indicated: in boxes “Consignor”, “Consignee” – JSC Russian Railways, in the box “Cargo description” – “In possession of RRW under leasing agreement”. The box “Payer” shall not be filled in.

Expenses for shipment of empty multi-tonnage containers from the station of their transfer into lease to the station of shipping shall be born by the Lessee.

2.4. Acceptance of containers and/or carriages shall be performed in accordance with the following procedure:

2.4.1. If there is an empty container and/or a carriage of the Lessor at the station of loading of cargo, the date of transfer of a loaded container into lease shall be the date of acceptance of cargo for transportation specified in the respective box of the waybill, the date of transfer of a loaded carriage into lease shall be the date of completion of loading of a loaded multi-tonnage container into the carriage specified in the carriage manifest or the date of acceptance of cargo for transportation by a carload shipment specified in the respective box of the waybill.

2.4.2. The date of transfer of a loaded and/or empty container into lease in transportations in direct mixed waterway and railway traffic shall be the date of acceptance of the container from a port specified in the respective box of the waybill, and the date of loading of a container (cargo) into the carriage specified in the carriage manifest for a loaded carriage.

2.4.3. The date of transfer of a carriage and a multi-tonnage container into lease in case of sending of an empty carriage or a carriage with empty multi-tonnage containers to the station

of loading of cargoes shall be the date of arrival of an empty carriage or a carriage with empty multi-tonnage containers at the station of loading or at a port station in transportations in direct mixed waterway and railway traffic specified in the respective box of the waybill.

2.4.4. The date of transfer of an empty medium-tonnage into lease in case when it is sent to a station of shipment of cargoes shall be the date of its acceptance for transportation from the station of actual location to the station of shipment of cargoes which is specified in the carriage document.

2.5. Containers and/or carriages upon completion of transportation of cargoes to stations, which is not specified in Schedule 3 hereof, including empty medium-tonnage containers transferred into lease to ensure a complete filling of a carriage, as well as carriages returned to port stations from a port in transportations in direct mixed railway and waterway traffic, if there are no Requests from the Lessee, shall be returned in empty condition at the expense of the Lessee to stations agreed upon by the Parties in Schedule 3 hereof (hereinafter referred to as the "Stations of Return").

Return of multi-tonnage containers shall be performed by carriages that have been transferred into lease for loaded run transportations with the extension of the lease term.

The fee for staying of such carriages at general use places shall neither be accrued nor charged.

The Lessee shall execute waybills for transportation of an empty container and/or a carriage from a station of unloading of cargo, which is not a Station of Return, indicating in the box "Consignor" – JSC Russian Railways, in the box "Consignee" – JSC TransContainer, in the box "Cargo description" – "Return under leasing agreement".

2.6. Return of containers and/or carriages from lease carried out in accordance with the following procedure:

2.6.1. If the place of unloading of cargoes is a station which is not a Station of Return, as well as in case of unloading of carriages in transportations in direct mixed railway and waterway traffic, and if there are no Requests from the Lessee, the date of return of a container shall be the date of issue of carriage documents for the container that has arrived to a Station of Return; the date of return of a carriage that has arrived at a Station of Return with empty leased multi-tonnage containers shall be date of unloading of the carriage at the Station of Return specified in the carriage manifest.

The date of return of a loaded and/or empty container in transportations in direct mixed railway and waterway traffic shall be the date of handing over of the container to a port, which is specified in the respective box of the waybill.

2.6.2. If there is a request for transportation of cargoes from a station which is the station of unloading of cargoes for the previous transshipment, the Lessee may use an empty container and/or carriage of the Lessor for the ensuing transportation of cargoes specified in paragraph 1 hereof with an extension of the lease term.

In this case return of containers and/or carriages from lease shall be carried out after completion of the ensuing transportation according to the procedure specified in paragraph 2.5 and subparagraph 2.6.1 hereof.

2.6.3. If the Lessor needs to use an empty container and/or a carriage at a cargo destination station, the date of return shall be:

for a container – the date of issue of carriage documents for the container, for a carriage – the date of unloading of the carriage, specified in the carriage manifest.

2.6.4. If the place of unloading of cargoes is one of the Return Stations, the date of return of a container and/or a carriage shall be determined in the same manner as in case of use of an empty container and/or a carriage by the Lessor at a cargo destination station, which is specified in sub-paragraph 2.6.3.

2.7. When containers and/or carriages are returned to the Lessor due to expiration of the term of lease of containers and/or carriages, termination of this Contract or otherwise the Lessee shall return them in a cleaned up and technically sound condition.

2.8. Upon return of containers and/or carriages to the Lessor all detected damages and defects of containers and/or carriages shall be recorded in accordance with the established procedure, and expenses for their elimination shall be reimbursed by the Lessee in full”.

6. Paragraph 3.1 of the Contract shall be amended as follows:

“3.1. The Lessee shall use containers and/or carriages solely for their intended purposes and in accordance with technical operation standards established for this type of containers and/or carriages, as well as in accordance with Regulations for Carriage of Cargoes by Rail and only for carrying out of transportations specified in section 1 hereof. Transportation of cargoes in containers and/or carriages that are not intended for transportation in such type of containers and/or carriages, or in excess of load capacity of containers and/or carriages shall be prohibited.”

7. Paragraph 3.4 shall be excluded.

8. Paragraph 3.5 of the Contract shall be considered to be paragraph 3.4 as amended below:

“3.4. The cost of lost or damaged to the degree of exclusion containers and/or carriages shall be determined based on their residual value which is reflected in the Lessor’s records maintained by Container Stock Automated Data Base / Freight Carriage Stock Automated Data Base (CS ADB/FRS ADB).

Based on the fact of damage of a container and/or a carriage the Lessee shall execute in accordance with the established procedure a Form BY-25к / BY-25 Act of Damage of a container and/or a carriage and a Form BY-10KM / BY-10M Act of Exclusion from Stock of a container and/or a carriage and send them to the Lessor.

Based on the received acts the Lessor shall issue an invoice to the Lessee. Reimbursement of the cost of lost or damaged containers and/or carriages shall be effected within 60 (sixty) calendar days of receipt of the invoice for such containers and/or carriages by the Lessee”.

9. Paragraph 4.1 of the Contract shall be amended as follows:

4.1. Lease fee for containers and/or carriages that are provided under the terms of this Contract shall be determined in accordance with Price Contract Memorandum contained in Schedule 2, which constitutes an inseparable part of this Contract.

Lease fee rates under this Agreement may be altered by agreement of the Parties. New leasing fee rates shall become effective on the date specified in a corresponding Supplementary agreement thereto”.

10. The text “2.3-2.7” in paragraph 4.2 of the Contract shall be substituted by “2.4, 2.6”.

11. Paragraph 4.3 of the Contract shall be amended as follows:

“4.3. Lease fees for all containers and/or carriages that are (were) on lease in an accounting month shall be accrued by the Lessor on a monthly basis”.

12. Paragraph 4.6 of the Contract shall be amended as follows:

“4.6. Payment of transportation and other charges payable to the Lessee upon transportation of empty multi-tonnage containers and/or carriages to a station of loading of cargoes in accordance with paragraph 2.3 hereof shall be effected by the Lessor pursuant to the terms and procedure set forth in Settlement Organization Contract of December 27, 2007 No. 120-ЖД, Payer Code No. 4000000123, that has entered into by JSC Russian Railways and JSC TransContainer”.

13. Paragraph 9.2 of the Contract shall be amended as follows:

“This Contract shall become effective on July 1 (the first), 2006 and remain in force till and including March 31 (the thirty-first), 2011 and, in respect of mutual settlements, until the Parties

completely fulfill their obligations hereunder”.

14. Paragraphs 9.4 and 9.5 shall be added to the Contract with the below amendments:

“9.4. Alterations and additions may be introduced into this Contract, which shall be executed by the Parties with supplementary agreements to this Contract.

9.5. If a Party to this Contract changes its physical address, postal address and (or) bank details, such Party shall notify the other Party within not later than 10 (ten) days of the date of change thereof”.

15. Paragraph 10 shall be amended as follows

**“10. LOCATION AND BANK DETAILS OF THE PARTIES**

10.1 The Lessor:

Center for Cargo Container Traffic TransContainer Joint-Stock Company

Physical address: 12, ul. Novoryazanskaya, Moscow 107228

Taxpayer Identification Number 7708591995, Industrial Enterprise Classification Code 770801001, All-Russian Classifier of Businesses and Organizations 94421386

Postal address: 6/2 ul. Kalanchevskaya, Moscow 107147

Bank details: Account No. 40702810900000007269 with TransCreditBank OJSC, city of Moscow

corr/acc 30101810600000000562, BIC 044525562

10.2 The Lessee:

Russian Railways Joint-Stock Company (JSC Russian Railways)

Physical address: 2 ul. Novaya Basmannaya, Moscow 107174

Taxpayer Identification Number 7708503727, Industrial Enterprise Classification Code 997650001, All-Russian Classifier of Businesses and Organizations 00083262

Physical address and postal address of Center for Corporate Transport Service of JSC Russian Railways:

6/2 ul. Kalanchevskaya, Moscow 107174

Industrial Enterprise Classification Code 770843005

Bank details:

Account No. 40702810800056003249 with TransCreditBank OJSC, city of Moscow

(Supplementary office “Basmannoye Branch”), corr/acc 30101810600000000562, BIC 044525562

16. Schedule 2 of the Contract shall be formulated with amendments that are set forth in Schedule 1 to this Agreement.

17. Schedule 3 of the Contract shall be formulated with amendments that are set forth in Schedule 2 to this Agreement.

18. Schedule 5 of the Contract shall be formulated with amendments that are set forth in Schedule 3 to this Agreement.

19. All other provisions of the Contract that are not affected by this Agreement shall remain unchanged.

20. This Agreement is executed in two copies, one for each Party, and it constitutes an inseparable part thereof.

21. This Agreement shall become effective on date of signing thereof by the Parties, provided that it is approved by the management bodies of JSC TransContainer.

22. Effect of this Agreement, excluding paragraphs 2-5, 10, 12 and 17, shall apply for the Parties' relations that have arisen since April 1 (the first), 2010.

Effect of paragraphs 2-5, 10, 12, and 17 of this Agreement shall not apply for the Parties' relations that have arisen since July 1 (the first), 2011.

**For the Lessor**

**For the Lessee**

\_\_\_\_\_ Baskakov P.V.

\_\_\_\_\_ Kunaeva E.A.

Schedule 1  
to Supplementary Agreement No.14  
to Carriages and Containers  
Leasing Contract of JSC TransContainer  
as of September 9, 2006 No.69/ЦФТОАПЦ-36/1

“Schedule 2  
to Carriages and Containers  
Leasing Contract of JSC TransContainer  
as of September 9, 2006 No.69/ЦФТОАПЦ-36/1

### Price Agreement Memorandum

No.	Stock type	Lease fee rate (rubles for container(carriage) per day, excluding VAT)	Lease fee rate (rubles for container(carriage) per day, including VAT)
21	20 feet container	67.00	79.06
22	40 feet container	128.00	151.04
3	Carriage (container platform)	729.00	860.22
4	3 ton container*	22.00	25.96
5	5 ton container*	29.00	34.22

\* - Lease fee rates for three and five ton containers shall apply from July 1 (the first), 2011.”

**For the Lessor**

**For the Lessee**

\_\_\_\_\_ Baskakov P.V.

\_\_\_\_\_ Kunaeva E.A.

**The list of stations, whereat  
return of empty multi-tonnage containers owned by JSC TransContainer  
from lease shall be performed**

Name of railway	Station of return from lease*	
	carriages and multi-tonnage containers	medium-tonnage containers
Oktyabrskaya	Moscow-Tovarnaya, Saint-Petersburg -Tovarny –Vitebskiy, Saint-Petersburg-Finlandskiy	Moscow-Tovarnaya, Saint-Petersburg -Tovarny –Vitebskiy, Saint-Petersburg-Finlandskiy
Kalinigradskaya	Kalinigrad-Sortirovochnyy	Kalinigrad-Sortirovochnyy
Moscowskaya	Moscow-Tovarnaya-Paveletskaya, Moscow-Tovarnaya-Kurskaya, Kuntsevo II, Silicatnaya, Noginsk, Lesok, Bransk-Lgovsky	Moscow-Tovarnaya-Paveletskaya, Moscow-Tovarnaya-Kurskaya, Kuntsevo II, Silicatnaya, Noginsk, Lesok, Bransk-Lgovsky
Gorkovskaya	Lagernaya, Kostarikha, Kirov-Kotlasskiy, Pozim	Lagernaya, Kostarikha, Kirov-Kotlasskiy, Pozim
Severnaya	Privolzhye, Archangelsk-Gorod, Yaroslavl	none
Severo-Kavkazskaya	Rostov-Tovarny, Vladikavkaz, Skachki, Krasnodar-Sortirovochnyy	none
Yugo-Vostochnaya	Pridacha	none
Privolzhskaya	Trofimovskiy II, Kutum	Trofimovskiy II, Kutum
Kuybyshevskaya	Bezemyanka, Chernikovka, Penza II, Penza IV	Chernikovka, Penza II
Yuzhno-Uralskaya	Chelyabinsk-Gruzovoy, Kurgan, Magnitogorsk-Gruzovoy	Chelyabinsk-Gruzovoy, Kurgan, Magnitogorsk-Gruzovoy
Krasnoyarskaya	Abakan, Bazaikha	none
Vostochno-Sibirskaya	Bratsk	none
Dalnevostochnaya	Nakhodka-Vostochnaya, Pervaya Rechka, Ussuriysk	none

\* Return shall be carried out to the station of return which is the nearest to the destination station. In transportations in direct mixed railway traffic the station of destination means a port station, whereat transfer of a container and/or a carriage from railway transport to water transport is carried out.

**For the Lessor**

**For the Lessee**

\_\_\_\_\_ Baskakov P.V.

\_\_\_\_\_ Kunaeva E.A.

Schedule 3



to Supplementary Agreement No.14  
to Carriages and Containers  
Leasing Contract of JSC TransContainer  
as of September 9, 2006 No.69/ЦФТОАПЦ-36/1

“Schedule 5  
to Carriages and Containers  
Leasing Contract of JSC TransContainer  
as of September 9, 2006 No.69/ЦФТОАПЦ-36/1

A typical form of the Lessee’s request

**to JSC TransContainer**

**REQUEST No. \_\_\_\_\_ of \_\_\_\_\_ 20\_\_**

Pursuant to Contract as of September 9, 2006 No. No.69/ЦФТОАПЦ-36/1 you are kindly asked to provide the below for transportation of cargoes:

Carriage type / container type size (capacity)	
Time of commencement of transportation	
Station and railway of shipping of cargo	
Station and railway of destination of cargo	
Station and railway of return from lease	
Quantity	

Lessor’s note on approval of the Request:

“ \_\_\_\_\_ ” (indicate the result of review of the request)  
\_\_\_\_\_ (signature)  
\_\_\_\_\_ (date)

Full name, position of the Lessor’s assignee”

**For the Lessor**

**For the Lessee**

\_\_\_\_\_ Baskakov P.V.  
L.S.

\_\_\_\_\_ Kunaeva E.A.  
L.S.