



**OJSC TransContainer**

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125047, Russian Federation

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**MINUTES OF MEETING No. 26**  
**of the Extraordinary General Meeting of Shareholders**  
**of Open Joint Stock Company**  
**"Center for Container Cargo Transportation "TransContainer"**

Full legal name: open joint stock company "Center for container cargo transportation "TransContainer"

Abbreviated company name: OJSC TransContainer

Location: 19, Oruzheyny Pereulok, Moscow, 125047, Russian Federation

Mode of General Meeting of Shareholders the Extraordinary General Meeting of Shareholders.

Form of the Extraordinary General Meeting of Shareholders: Joint presence with preliminary submission of ballots.

Postal address to which the completed ballots were to be sent: 19, Oruzheyny Pereulok, Moscow, 125047, Russian Federation

Date of the Extraordinary General Meeting of Shareholders: **November 5th, 2014**

Place of the Extraordinary General Meeting of Shareholders: Conference Hall (4th floor), 19, Oruzheyny Pereulok, Moscow, Russia

Registration of the persons entitled to participate in the Extraordinary General Meeting of Shareholders starts at: 10:00 a.m., Moscow time.

The Extraordinary General Meeting of Shareholders opens at: 11:00 a.m., Moscow time.

Registration of the persons entitled to participate in the Extraordinary General Meeting of Shareholders finishes at: 11:15 a.m., Moscow time.

Counting of votes starts at: 11:20 a.m., Moscow time.

The Extraordinary General Meeting of Shareholders closes at: 11:35 a.m., Moscow time.

Date of preparation of the list of persons entitled to participate in the Extraordinary General Meeting of Shareholders: September 29th, 2014.

The total number of votes held by those included in the list of persons entitled to participate in the Extraordinary General Meeting of Shareholders is 13,894,778 (thirteen million eight hundred ninety-four thousand seven hundred and seventy-eight).

In accordance with Article 58 of the Federal Law "On Joint Stock Companies" and following the results of shareholders registration the quorum is reached, and the Extraordinary General Meeting of Shareholders of JSC TransContainer is to be legitimate.

Date of preparation of the Minutes of Meeting for the Extraordinary General Meeting of Shareholders: November 6th, 2014

Chairman functions at the Extraordinary General Meeting of Shareholders of OJSC TransContainer on the basis of the paragraph 10.10 of the Charter and paragraph 5.2 of the Provision on preparation and holding of the General Meeting of Shareholders of OJSC TransContainer were executed by Yuriy Victorovich Novozhilov, Deputy Chairman of the Board of Directors of the Company.

**The meeting was attended by:**

- |   |  |
|---|--|
| Chairman of the Extraordinary General Meeting of Shareholders of OJSC TransContainer  | - Yuriy Victorovich Novozhilov                               |
| Authorized persons of registrar   | - Alexander Alexandrovich Mezrin<br>Irina Sayarovna Yunisova |
| Secretary of the Extraordinary General Meeting of Shareholders of OJSC TransContainer | - Yulia Borisovna Gelfer                                     |

**Persons attended the Extraordinary General Meeting of Shareholders:**

- |   |                              |
|---|------------------------------|
| Member of the Board of Directors        | - Alexey Yurievich Davydov   |
| Director General of OJSC TransContainer | - Peter Vasilievich Baskakov |

Shareholders, representatives of shareholders

**The agenda of the Extraordinary General Meeting of Shareholders:**

1. On approval of the new edition of the Charter of PJSC TransContainer.
2. On approval of the Provisions on the Management Board of PJSC TransContainer.
3. On approval of the new edition of the Provisions on Director General of PJSC TransContainer.
4. On approval of the conclusion of a bargain of interest.

**Issue No. 1 on the agenda:****On approval of the new edition of the Charter of PJSC TransContainer.****The report from:**

Deputy Director General for Corporate Management of OJSC TransContainer Yu.B. Gelfer

**The draft decision put to vote:**

1. To approve the new edition of the Charter of PJSC TransContainer (Appendix No. 1 to the Minutes of the Extraordinary General Meeting of Shareholders).
2. To declare the following documents to become invalid:
  - new edition of the Charter of OJSC TransContainer approved by the annual General Meeting of Shareholders of the Company (Minutes of Meeting No. 10 from June 26th, 2009);
  - amendments and additions approved by the Extraordinary General Meeting of Shareholders (Minutes of Meeting No. 11 from September 25, 2009);
  - amendments and additions approved by the Annual General Meeting of Shareholders (Minutes of Meeting No. 13 from June 25, 2010);
  - amendments and additions approved by the Extraordinary General Meeting of Shareholders (Minutes of Meeting No. 16 from December 22, 2010);
  - amendments and additions approved by the Annual General Meeting of Shareholders (Minutes of Meeting No. 18 from June 29, 2011);

- amendments and additions approved by the Annual General Meeting of Shareholders (Minutes of Meeting No. 20 from June 26, 2012);
- amendments and additions approved by the Annual General Meeting of Shareholders (Minutes of Meeting No. 23 from June 28, 2013);
- amendments and additions approved by the Annual General Meeting of Shareholders (Minutes of Meeting No. 25 from June 25, 2014);

The number of votes held by those included in the list of persons entitled to participate in the General Meeting of Shareholders on this issue of the agenda: 13,894,778 (thirteen million eight hundred ninety-four thousand seven hundred and seventy-eight).

The number of votes relating to voting shares of the Company on this issue of the agenda of the General Meeting of shareholders, determined taking account of paragraph 4.20 of the Provisions on additional requirements to the procedures of preparation, convention and holding of the General Meeting of Shareholders: 13,894,778 (thirteen million eight hundred ninety-four thousand seven hundred and seventy-eight).

The number of votes held by the persons participated in the General Meeting of Shareholders on this issue of the agenda: 13,836,804 (thirteen million eight hundred thirty-six thousand eight hundred and four).

In accordance with Article 58 of the Federal Law "On Joint Stock Companies" the quorum on this issue of the agenda is reached and equal to 99.58 %.

#### **Voting results:**

<b>Positive Reply</b>	10,485,937 (ten million four hundred eighty-five thousand nine hundred and thirty-seven), 75.78 %
<b>Negative Reply</b>	3,350,867 (three million three hundred fifty thousand eight hundred and sixty-seven), 24.22 %
<b>Abstain</b>	No

The number of votes which were not counted due to the ballots declared invalid or otherwise as stipulated in the Provisions on additional requirements to the procedures of preparation, convention and holding of the General Meeting of Shareholders — 0 (0 %).

#### **Decision made on this issue of the Agenda:**

1. The new edition of the Charter of PJSC TransContainer (Appendix No. 1 to the Minutes of the Extraordinary General Meeting of Shareholders) to consider approved.
2. The following documents to declare to be invalid:
  - new edition of the Charter of OJSC TransContainer approved by the annual General Meeting of Shareholders of the Company (Minutes of Meeting No. 10 from June 26th, 2009);
  - amendments and additions approved by the Extraordinary General Meeting of Shareholders (Minutes of Meeting No. 11 from September 25, 2009);
  - amendments and additions approved by the Annual General Meeting of Shareholders (Minutes of Meeting No. 13 from June 25, 2010);
  - amendments and additions approved by the Extraordinary General Meeting of Shareholders (Minutes of Meeting No. 16 from December 22, 2010);
  - amendments and additions approved by the Annual General Meeting of Shareholders (Minutes of Meeting No. 18 from June 29, 2011);
  - amendments and additions approved by the Annual General Meeting of Shareholders (Minutes of Meeting No. 20 from June 26, 2012);

- amendments and additions approved by the Annual General Meeting of Shareholders (Minutes of Meeting No. 23 from June 28, 2013);
- amendments and additions approved by the Annual General Meeting of Shareholders (Minutes of Meeting No. 25 from June 25, 2014);

**Issue No. 2 on the agenda:**

**On approval of the Provisions on the Management Board of PJSC TransContainer.**

**The report from:**

Deputy Director General for Corporate Management of OJSC TransContainer Yu.B. Gelfer

**The draft decision put to vote:**

To approve the Provisions on the Management Board of PJSC TransContainer (Appendix No. 2 to the Minutes of the Extraordinary General Meeting of Shareholders).

The number of votes held by those included in the list of persons entitled to participate in the General Meeting of Shareholders on this issue of the agenda: 13,894,778 (thirteen million eight hundred ninety-four thousand seven hundred and seventy-eight).

The number of votes relating to voting shares of the Company on this issue of the agenda of the General Meeting of shareholders, determined taking account of paragraph 4.20 of the Provisions on additional requirements to the procedures of preparation, convention and holding of the General Meeting of Shareholders: 13,894,778 (thirteen million eight hundred ninety-four thousand seven hundred and seventy-eight).

The number of votes held by the persons participated in the General Meeting of Shareholders on this issue of the agenda: 13,836,804 (thirteen million eight hundred thirty-six thousand eight hundred and four).

In accordance with Article 58 of the Federal Law "On Joint Stock Companies" the quorum on this issue of the agenda is reached and equal to 99.58 %.

**Voting results:**

<b>Positive Reply</b>	10,485,937 (ten million four hundred eighty-five thousand nine hundred and thirty-seven), 75.78 %
<b>Negative Reply</b>	3,350,867 (three million three hundred fifty thousand eight hundred and sixty-seven), 24.22 %
<b>Abstain</b>	No

The number of votes which were not counted due to the ballots declared invalid or otherwise as stipulated in the Provisions on additional requirements to the procedures of preparation, convention and holding of the General Meeting of Shareholders — 0 (0 %).

**Decision made on this issue of the Agenda:**

The Provisions on the Management Board of PJSC TransContainer (Appendix No. 2 to the Minutes of the Extraordinary General Meeting of Shareholders) to consider approved.

**Issue No. 3 on the agenda:  
On approval of the new edition of the Provisions on Director General of PJSC TransContainer.**

**The report from:**

Deputy Director General for Corporate Management of OJSC TransContainer Yu.B. Gelfer

**The draft decision put to vote:**

1. To approve the new edition of the Provisions on Director General of PJSC TransContainer (Appendix No. 3 to the Minutes of the Extraordinary General Meeting of Shareholders).

2. To declare the Provisions on Director General of PJSC TransContainer approved by the Annual General Meeting of Shareholders (Minutes of Meeting No. 10 from June 26, 2009) to become invalid.

The number of votes held by those included in the list of persons entitled to participate in the General Meeting of Shareholders on this issue of the agenda: 13,894,778 (thirteen million eight hundred ninety-four thousand seven hundred and seventy-eight).

The number of votes relating to voting shares of the Company on this issue of the agenda of the General Meeting of shareholders, determined taking account of paragraph 4.20 of Provisions on additional requirements to the procedures of preparation, convention and holding of the General Meeting of Shareholders: 13,894,778 (thirteen million eight hundred ninety-four thousand seven hundred and seventy-eight).

The number of votes held by the persons participated in the General Meeting of Shareholders on this issue of the agenda: 13,836,804 (thirteen million eight hundred thirty-six thousand eight hundred and four).

In accordance with Article 58 of the Federal Law "On Joint Stock Companies" the quorum on this issue of the agenda is reached and equal to 99.58 %.

**Voting results:**

<b>Positive Reply</b>	10,485,937 (ten million four hundred eighty-five thousand nine hundred and thirty-seven), 75.78 %
<b>Negative Reply</b>	3,350,867 (three million three hundred fifty thousand eight hundred and sixty-seven), 24.22 %
<b>Abstain</b>	No

The number of votes which were not counted due to the ballots declared invalid or otherwise as stipulated in the Provisions on additional requirements to the procedures of preparation, convention and holding of the General Meeting of Shareholders — 0 (0 %).

**Decision made on this issue of the Agenda:**

1. The new edition of the Provisions on Director General of PJSC TransContainer (Appendix No. 3 to the Minutes of the Extraordinary General Meeting of Shareholders) to consider approved.

2. The Provisions on Director General of PJSC TransContainer approved by the Annual General Meeting of Shareholders (Minutes of Meeting No. 10 from June 26, 2009) to declare to be invalid.

**Issue No. 4 on the agenda:  
On approval of the conclusion of a bargain of interest**

**The report from:**

Deputy Director General for Corporate Management of OJSC TransContainer Yu.B. Gelfer

**The draft decision put to vote:**

1. To stipulate insured amount under the insurance contract for liability of directors, officers and companies between OJSC TransContainer and OJSIC Ingosstrakh in total for all insurance coverage and extensions except for extension for Independent Directors to be USD 100,000,000.

Franchise:

For Insurance Coverage A: not applicable.

For Insurance Coverage B:

With respect to Claims brought in the USA or Canada, is to be USD 50,000.

With respect to Claims brought in any other country around the world – USD 50,000.

For Insurance Coverage C:

With respect to Claims brought in the USA or Canada — USD 250,000.

With respect to Securities Claims, brought in any other country around the world — USD 100,000.

Insurance premium is USD 72,000.

2. To approve the insurance contract (certificate of insurance) for liability of directors, officers and companies between OJSC TransContainer and OJSIC Ingosstrakh, which is a bargain of interest (according to the Appendix to the Minutes of the Extraordinary General Meeting of Shareholders), under the following conditions:

**Insurer** — OJSIC Ingosstrakh

**Insurant** — OJSC TransContainer

**Subject of the contract:**

Taking into account all the provisions of the Insurance Contract the Insurer agrees to pay the insurance compensation (depending on the case) under the Insurance Contract to the relevant Insured Person and/or any other person entitled to such compensation upon the occurrence of any insurance case of those stipulated in this Declaration.

**INSURANCE OBJECTS AND CASES UNDER THE INSURANCE CONTRACT**

**Insurance Coverage A: (p. 1.1 of the Terms of Certificate of Insurance) (hereinafter referred to as Coverage A)**

The object of insurance for the purposes of Coverage A in the part of insurance of liability of any Insured Person for any Financial Losses incurred by other persons shall be property interests of such Insured Person associated with the duty to reimburse for the Financial Losses incurred by other persons.

The insurance case for the purposes of Coverage A in the part of insurance of liability of any Insured Person for any Financial Losses incurred by other persons, shall be the occurrence of all following circumstances: (a) the fact of occurrence at any moment before starting of the Insurance Period or during this at any Insured Person in accordance with applicable legislation/law of the obligation to reimburse for any Financial Losses incurred by other persons in connection with any Incorrect Action by Insured Person, and (b) filing any Suit against such Insured Person during Insurance Period in connection with Financial Losses incurred by other persons, as stated above in p.(a); accordingly, the insurance case is considered to be occurred from the date of filing the Suit, as stated above in p.(b). The fact of occurrence of the insured case must be subsequently recognized by the Insurer or ascertained by court, arbitration court, private arbitration or other competent authority/institution. In order to avoid any doubts, insurance contract also covers any Financial Losses, and they also will be paid/reimbursed after

the expiry of the Insurance Period with respect of any Insured Person and/or losses which any Insured Person will bear as responsibility for the Financial Losses of other persons (including, but not limited to, in the case of decision of court, arbitration court, private arbitration or other competent authority/institution after the expiry of Insurance Period), but in connection with any Suit filed in duration of the Insurance Period.

The object of insurance for the purposes of Coverage A in the part of insurance of any Expenses of any Insured Person shall be property interests of such Insured Person associated with incurring and/or the necessity to bear any Expenses.

The insurance case for the purposes of Coverage A in the part of insurance of any Expenses of any Insured Person shall be the fact of filing any Suit against such Insured Person, which may result in any Expenses of such Insured Person or the necessity to bear such Expenses in connection with this Suit. The insurance case is considered to be occurred from the date of filing the Suit mentioned above. In order to avoid any doubts, insurance contract also covers any Expenses which, after the expiry of the Insurance Period, will be borne by any Insured Person and/or the Expenses which any Insured Person will have to bear after the expiry of the Insurance Period, but in connection with any Suit filed in duration of the Insurance Period.

Insurance Coverage B: (p. 1.2 of the Terms of Certificate of Insurance) (hereinafter referred to as Coverage B)

The object of insurance for the purposes of Coverage B shall be property interests of any Company connected with reimbursement for any losses by such Company.

The insurance case for the purposes of Coverage B shall be incurring by any Company any costs/expenses in connection with reimbursement by such Company for any Financial Losses to any Insured Person and/or any other person for the benefit of any Insured Person in connection with any Suit filed against any Insured Person and/or liability of any Insured Person for any Financial Losses incurred by other persons. In order to avoid any doubts, insurance contract also covers above stated costs/expenses borne by any Company after the expiry of the Insurance Period, but in connection with any Suit filed in duration of the Insurance Period and/or in connection with the liability of any Insured Person for any Financial Losses incurred by other persons, with respect to which a Suit was not filed during Insurance Period.

Insurance Coverage C: (p. 1.3 of the Terms of Certificate of Insurance) (hereinafter referred to as Coverage C)

The object of insurance for the purposes of Coverage C in the part of insurance of liability of any Company for any Financial Losses incurred by other persons shall be property interests of such Company associated with the duty to reimburse for the Financial Losses incurred by other persons.

The insurance case for the purposes of Coverage C in the part of insurance of liability of any Company for any Financial Losses incurred by other persons, shall be the occurrence of all following circumstances: (a) the fact of occurrence at any moment before starting of the Insurance Period or during this at any Company in accordance with applicable legislation/law of the obligation to reimburse for any Financial Losses incurred by other persons in connection with any incorrect actions by the Company, and (b) filing any Suit against such Company during Insurance Period in connection with the Financial Losses incurred by other persons, as stated above in p.(a); accordingly, the insurance case is considered to be occurred from the date of filing the Suit, as stated above in p.(b). The fact of occurrence of the insurance case must be subsequently recognized by the Insurer or ascertained by court, arbitration court, private arbitration or other competent authority/institution. In order to avoid any doubts, insurance contract also covers any Financial Losses, and they also will be paid/reimbursed after the expiry of the Insurance Period with respect of any Company and/or losses which any Company will have to reimburse/pay as responsibility for the Financial Losses of other persons (including, but not limited to, in the case of decision of court, arbitration court, private arbitration or other competent authority/institution, after the expiry of Insurance Period), but in connection with any Securities Claim brought in duration of the Insurance Period.

The object of insurance for the purposes of Coverage C in the part of insurance of any Expenses of any Company shall be property interests of such Company associated with incurring and/or the necessity to bear any Expenses.

The insurance case for the purposes of Coverage C in the part of insurance of any Expenses of any Company shall be the fact of making any Securities Claim against such Company, which may result in any Expenses of such Company or the necessity to bear such Expenses in connection with this Securities Claim. The insurance case is considered to be occurred from the date of making the Securities Claim mentioned above. In order to avoid any doubts, insurance contract also covers any Expenses which, after the expiry of the Insurance Period, will be borne by any Company and/or the Expenses which any Company will have to bear after the expiry of the Insurance Period, but in connection with any Securities Claim brought in duration of the Insurance Period.

Starting date of the Insurance Period: November 7th, 2014 (12:00 a.m.)

Expiry date of the Insurance Period: November 6th, 2015 (11:59 p.m.)

Discovery Period: 60 days automatically without payment of an additional premium, unless a longer period is provided by the Terms of Certificate of Insurance.

1 year provided that the additional insurance premium is paid in the amount of 90% of the Total Annual Insurance Premium

3 year provided that the additional insurance premium is paid in the amount of 165% of the Total Annual Insurance Premium

6 year provided that the additional insurance premium is paid in the amount of 240% of the Total Annual Insurance Premium

Insured Amount: In total for all insurance coverages and extensions except for extensions for Independent Directors USD 100,000,000

Under-insurance: In order to avoid any doubts for the purposes of Article 949 of the Civil Code of the Russian Federation (including all amendments and additions) the Insurer and the Insurant hereby agreed that in any case the Insurer shall pay the insurance compensation under the Insurance Contract in the full amount of Losses incurred (or for the purposes of Coverage B — in the full amount of incurred expenses/costs) within the Insured Amount (in relation to Independent Directors — also taking into account additional insurance amounts referred to in paragraph 6 of this Declaration). The amount of the insurance compensation does not reduce in proportion to the Insured Amount (in relation to Independent Directors — also taking into account additional insurance amounts referred to in paragraph 6 of this Declaration) divided by the insured value of the correspondent property interests insured under the Insurance Contract.

Franchise:

Coverage A:

not applicable.

Coverage B:

With respect to Claims brought in the USA or Canada — USD 50,000.

With respect to Claims brought in any other country around the world – USD 50,000.

Coverage C:

With respect to Securities Claim brought in the USA or Canada – USD 250 000.

With respect to Securities Claims, brought in any other country around the world — USD 100,000.

Starting date of insurance continuity in relation to the Insured Amount up to USD 50,000,000 (included): February 20th, 2009

Starting date of insurance continuity in relation to the Insured Amount above USD 50,000,000: November 8th, 2010

Insurance Premium: USD 72,000.00.

Insurance Coverages and extensions: Under the Insurance Contract all the insurance coverages and expansion stipulated by the Term of Certificate of Insurance are provided.

Insurance Territory: the entire world.

Insurance rate: 0.072 %.



Persons whose risk of liability is insured by the Insurance Contract, as well as beneficiaries under the Insurance Contract are determined based on the provisions of the Term of Certificate of Insurance.

Insurance Period of the Insurance Contract: From 07.11.2014 (12:00 a.m.) (Starting date of the Insurance Period) to 06.11.2015 (11:59 p.m.) (Expiry date of the Insurance Period).

Terms of Payment: Insurance Premium is paid in rubles at the exchange rate of the Central Bank of the Russian Federation at the date of payment of the insurance premium by means of transferring funds to the settlement account of the Insurer within 45 days from the date of conclusion of the Contract.

In the case of non-payment of the Insurance Premium in due amount and within due time stipulated in this Declaration, the Insurance Contract shall cease to be effective from the date following the day specified as the Expiry date for payment of the Insurance Premium. About the early termination of the Insurance Contract for the reason stated above the Insurer shall notify the Insurant in writing.

In the case of early termination of the Insurance Contract for the reason stated above the Insurer is obliged to pay a part of the Insurance Premium in proportion correspondent to the actual period of validity of the Insurance Contract.

Insurance Premium is paid in rubles at the official exchange rate of the Central Bank of the Russian Federation at the date of payment.

The Insurance Contract is drawn up in English and Russian languages. In case of divergence between English and Russian versions of the document the priority language shall be Russian.

**Insured**

Stands for any Company and/or any Insured Person.

**Insured Person**

Stands for any individual (including non-residents of the Russian Federation), who

- (a) at any time prior to the starting date of the Insurance Period was; and/or
- (b) at the time of starting of the Insurance Period is; and/or
- (c) at any time during Insurance Period will become any of the following:
  - (i) any Director including Independent Director and/or Officer of any Company; and/or
  - (ii) any person acting as a member of the committee created according to the decision of or approved by the Board of Directors or similar management body of any Company; and/or
  - (iii) any person named as supposed Director or Officer in any issued documents, documents on securities offering, documents in connection with the data sheets, brochures or reports of any Company; and/or
  - (iv) any employee/officer of any Company:
    - (a) in connection with executing by him/her of organizational/management or administration/maintenance functions/powers in such Company; and/or
    - (b) in connection with any Suit for breach of the employment relationship; and/or
    - (c) named as a co-respondent with any Director or Officer in any Suit, which states that such employee/officer participated or assisted in any Incorrect Action; and/or
    - (d) in connection with any Investigation; and/or;
    - (e) in connection with any Securities Claim; and/or
    - (v) being any Director of standalone company; and/or
    - (vi) being any Director de facto and/or Shadow Director; and/or
    - (vii) being any individual who ever had, has or will have the right to sign documents, and/or pledge, and/or make any statement (give comments) on behalf of any Company; and/or
    - (viii) being spouse or domestic partner of any Insured Person (specified in paragraphs (i)-(vii) above) with respect to any Losses related to any Suit in connection with any Incorrect Action of such Insured Person; and/or
    - (ix) any administrator, heir, manager of bankruptcy asset/assets of estate, legal representative, assignee or executor of the deceased, legally incompetent, insolvent or bankrupt Insured Person (specified in paragraphs (i)-(vii) above) with respect to any Losses related to

any Suit in connection with any Incorrect Action of such Insured Person; and/or

The number of votes held by those included in the list of persons entitled to participate in the General Meeting of Shareholders not interested in the bargain: 6,945,687 (six million, nine hundred and forty-five thousand six hundred and eighty-seven).

The number of votes relating to voting shares of the Company which are owned by the persons not interested in the bargain, determined taking account of paragraph 4.20 of the Provisions on additional requirements to the procedures of preparation, convention and holding of the General Meeting of Shareholders: 6,945,687 (six million, nine hundred and forty-five thousand six hundred and eighty-seven).

The number of votes held by the persons not interested in the bargain, who participated in the General Meeting of Shareholders on this issue of the agenda: 6,887,713 (six million, eight hundred eighty-seven thousand seven hundred and thirteen).

In accordance with Article 58 of the Federal Law "On Joint Stock Companies" the quorum on this issue of the agenda is reached and equal to 99.165 %.

### **Voting results:**

<b>Positive Reply</b>	6,887,712 (six million, eight hundred eighty-seven thousand seven hundred and twelve)
<b>Negative Reply</b>	No
<b>Abstain</b>	No

The number of votes which were not counted due to the ballots declared invalid or otherwise as stipulated in the Provisions on additional requirements to procedures of preparation, convention and holding of the General Meeting of Shareholders — 1 (one), 0.00001%.

### **Decision made on this issue of the Agenda:**

1. The insured amount under the insurance contract of liability for directors, officers and companies between OJSC TransContainer and OJSIC Ingosstrakh in total for all insurance coverage and extensions except for extension for Independent Directors is to be determined as USD 100,000,000.

Franchise:

For Insurance Coverage A: not applicable.

For Insurance Coverage B:

With respect to Claims brought in the USA or Canada, is to be USD 50,000.

With respect to Claims brought in any other country around the world – USD 50,000.

For Insurance Coverage C:

With respect to Claims brought in the USA or Canada — USD 250,000

With respect to Securities Claims, brought in any other country around the world — USD 100,000

Insurance premium is USD 72,000.

2. To approve the insurance contract (certificate of insurance) for liability of directors, officers and companies between OJSC TransContainer and OJSIC Ingosstrakh, which is a bargain of interest (according to the Appendix to the Minutes of the Extraordinary General Meeting of Shareholders), under the following conditions:

**Insurer** — OJSIC Ingosstrakh

**Insurant** — OJSC TransContainer

**Subject of the contract:**

Taking into account all the provisions of the Insurance Contract the Insurer agrees to pay the insurance compensation (depending on the case) under the Insurance Contract to the relevant

Insured Person and/or any other person entitled to such compensation upon the occurrence of any insurance case of those stipulated in this Declaration.

INSURANCE OBJECTS AND CASES UNDER THE INSURANCE CONTRACT

Insurance Coverage A: (p. 1.1 of the Terms of Certificate of Insurance) (hereinafter referred to as Coverage A)

The object of insurance for the purposes of Coverage A in the part of insurance of liability of any Insured Person for any Financial Losses incurred by other persons shall be property interests of such Insured Person associated with the duty to reimburse for the Financial Losses incurred by other persons.

The insurance case for the purposes of Coverage A in the part of insurance of liability of any Insured Person for any Financial Losses incurred by other persons, shall be the occurrence of all following circumstances: (a) the fact of occurrence at any moment before starting of the Insurance Period or during this at any Insured Person in accordance with applicable legislation/law of the obligation to reimburse for any Financial Losses incurred by other persons in connection with any Incorrect Action by Insured Person, and (b) filing any Suit against such Insured Person during Insurance Period in connection with Financial Losses incurred by other persons, as stated above in p.(a); accordingly, the insurance case is considered to be occurred from the date of filing the Suit, as stated above in p.(b). The fact of occurrence of the insured case must be subsequently recognized by the Insurer or ascertained by court, arbitration court, private arbitration or other competent authority/institution. In order to avoid any doubts, insurance contract also covers any Financial Losses, and they also will be paid/reimbursed after the expiry of the Insurance Period with respect of any Insured Person and/or losses which any Insured Person will bear as responsibility for the Financial Losses of other persons (including, but not limited to, in the case of decision of court, arbitration court, private arbitration or other competent authority/institution after the expiry of Insurance Period), but in connection with any Suit filed in duration of the Insurance Period.

The object of insurance for the purposes of Coverage A in the part of insurance of any Expenses of any Insured Person shall be property interests of such Insured Person associated with incurring and/or the necessity to bear any Expenses.

The insurance case for the purposes of Coverage A in the part of insurance of any Expenses of any Insured Person shall be the fact of filing any Suit against such Insured Person, which may result in any Expenses of such Insured Person or the necessity to bear such Expenses in connection with this Suit. The insurance case is considered to be occurred from the date of filing the Suit mentioned above. In order to avoid any doubts, insurance contract also covers any Expenses which, after the expiry of the Insurance Period, will be borne by any Insured Person and/or the Expenses which any Insured Person will have to bear after the expiry of the Insurance Period, but in connection with any Suit filed in duration of the Insurance Period.

Insurance Coverage B: (p. 1.2 of the Terms of Certificate of Insurance) (hereinafter referred to as Coverage B)

The object of insurance for the purposes of Coverage B shall be property interests of any Company connected with reimbursement for any losses by such Company.

The insurance case for the purposes of Coverage B shall be incurring by any Company any costs/expenses in connection with reimbursement by such Company for any Financial Losses to any Insured Person and/or any other person for the benefit of any Insured Person in connection with any Suit filed against any Insured Person and/or liability of any Insured Person for any Financial Losses incurred by other persons. In order to avoid any doubts, insurance contract also covers above stated costs/expenses borne by any Company after the expiry of the Insurance Period, but in connection with any Suit filed in duration of the Insurance Period and/or in connection with the liability of any Insured Person for any Financial Losses incurred by other persons, with respect to which a Suit was not filed during Insurance Period.

Insurance Coverage C: (p. 1.3 of the Terms of Certificate of Insurance) (hereinafter referred to as Coverage C)

The object of insurance for the purposes of Coverage C in the part of insurance of liability of any Company for any Financial Losses incurred by other persons shall be property interests of such Company associated with the duty to reimburse for the Financial Losses incurred by other persons.

The insurance case for the purposes of Coverage C in the part of insurance of liability of any Company for any Financial Losses incurred by other persons, shall be the occurrence of all following circumstances: (a) the fact of occurrence at any moment before starting of the Insurance Period or during this at any Company in accordance with applicable legislation/law of the obligation to reimburse for any Financial Losses incurred by other persons in connection with any incorrect actions by the Company, and (b) filing any Suit against such Company during Insurance Period in connection with the Financial Losses by other persons, as stated above in p.(a); accordingly, the insurance case is considered to be occurred from the date of filing the Suit, as stated above in p.(b). The fact of occurrence of the insurance case must be subsequently recognized by the Insurer or ascertained by court, arbitration court, private arbitration or other competent authority/institution. In order to avoid any doubts, insurance contract also covers any Financial Losses, and they also will be paid/reimbursed after the expiry of the Insurance Period with respect of any Company and/or losses which any Company will have to reimburse/pay as responsibility for the Financial Losses of other persons (including, but not limited to, in the case of decision of court, arbitration court, private arbitration or other competent authority/institution, after the expiry of Insurance Period), but in connection with any Securities Claim brought in duration of the Insurance Period.

The object of insurance for the purposes of Coverage C in the part of insurance of any Expenses of any Company shall be property interests of such Company associated with incurring and/or the necessity to bear any Expenses.

The insurance case for the purposes of Coverage C in the part of insurance of any Expenses of any Company shall be the fact of making any Securities Claim against such Company, which may result in any Expenses of such Company or the necessity to bear such Expenses in connection with this Securities Claim. The insurance case is considered to be occurred from the date of making the Securities Claim mentioned above. In order to avoid any doubts, insurance contract also covers any Expenses which, after the expiry of the Insurance Period, will be borne by any Company and/or the Expenses which any Company will have to bear after the expiry of the Insurance Period, but in connection with any Securities Claim brought in duration of the Insurance Period.

Starting date of the Insurance Period: November 7th, 2014 (12:00 a.m.)

Expiry date of the Insurance Period: November 6th, 2015 (11:59 p.m.)

Discovery Period: 60 days automatically without payment of an additional premium, unless a longer period is provided by the Terms of Certificate of Insurance.

1 year provided that the additional insurance premium is paid in the amount of 90% of the Total Annual Insurance Premium

3 year provided that the additional insurance premium is paid in the amount of 165% of the Total Annual Insurance Premium

6 year provided that the additional insurance premium is paid in the amount of 240% of the Total Annual Insurance Premium

Insured Amount: In total for all insurance coverages and extensions except for extensions for Independent Directors USD 100,000,000.

Under-insurance: In order to avoid any doubts for the purposes of Article 949 of the Civil Code of the Russian Federation (including all amendments and additions) the Insurer and the Insurant hereby agreed that in any case the Insurer shall pay the insurance compensation under the Insurance Contract in the full amount of Losses incurred (or for the purposes of Coverage B — in the full amount of incurred expenses/costs) within the Insured Amount (in relation to Independent Directors — also taking into account additional insurance amounts referred to in paragraph 6 of this Declaration). The amount of the insurance compensation does not reduce in proportion to the Insured Amount (in relation to Independent Directors — also taking into

account additional insurance amounts referred to in paragraph 6 of this Declaration) divided by the insured value of the correspondent property interests insured under the Insurance Contract.

Franchise:

Coverage A:

not applicable.

Coverage B:

With respect to Claims brought in the USA or Canada — USD 50,000.

With respect to Claims brought in any other country around the world – USD 50,000.

Coverage C:

With respect to Securities Claims brought in the USA or Canada – USD 250 000.

With respect to Securities Claims, filed in any other country around the world — USD 100,000.

Starting date of insurance continuity in relation to the Insured Amount up to USD 50,000,000 (included): February 20th, 2009

Starting date of insurance continuity in relation to the Insured Amount above USD 50,000,000: November 8th, 2010

Insurance Premium: USD 72,000.00.

Insurance Coverages and extensions: Under the Insurance Contract all the insurance coverages and expansion stipulated by the Term of Certificate of Insurance are provided.

Insurance Territory: the entire world.

Insurance rate: 0.072 %.

Persons whose risk of liability is insured by the Insurance Contract, as well as beneficiaries under the Insurance Contract are determined based on the provisions of the Term of Certificate of Insurance.

Insurance Period of the Insurance Contract: From 07.11.2014 (12:00 a.m.) (Starting date of the Insurance Period) to 06.11.2015 (11:59 p.m.) (Expiry date of the Insurance Period).

Terms of Payment: Insurance Premium is paid in rubles at the exchange rate of the Central Bank of the Russian Federation at the date of payment of the insurance premium by means of transferring funds to the settlement account of the Insurer within 45 days from the date of conclusion of the Contract.

In the case of non-payment of the Insurance Premium in due amount and within due time stipulated in this Declaration, the Insurance Contract shall cease to be effective from the date following the day specified as the Expiry date for payment of the Insurance Premium. About the early termination of the Insurance Contract for the reason stated above the Insurer shall notify the Insurant in writing.

In the case of early termination of the Insurance Contract for the reason stated above the Insurer is obliged to pay a part of the Insurance Premium in proportion correspondent to the actual period of validity of the Insurance Contract.

Insurance Premium is paid in rubles at the official exchange rate of the Central Bank of the Russian Federation at the date of payment.

The Insurance Contract is drawn up in English and Russian languages. In case of divergence between English and Russian versions of the document the priority language shall be Russian.

**Insured**

Stands for any Company and/or any Insured Person.

**Insured Person**

Stands for any individual (including non-residents of the Russian Federation), who

(a) at any time prior to the starting date of the Insurance Period was; and/or

(b) at the time of starting of the Insurance Period is; and/or

(c) at any time during Insurance Period will become any of the following:

(i) any Director including Independent Director and/or Officer of any Company; and/or

(ii) any person acting as a member of the committee created according to the decision of or approved by the Board of Directors or similar management body of any Company; and/or

(iii) any person named as supposed Director or Officer in any issued documents, documents on securities offering, documents in connection with the data sheets, brochures or reports of any Company; and/or

(iv) any employee/officer of any Company:

(a) in connection with executing by him/her of organizational/management or administration/maintenance functions/powers in such Company; and/or

(b) in connection with any Suit for breach of the employment relationship; and/or

(c) named as a co-respondent with any Director or Officer in any Suit, which states that such employee/officer participated or assisted in any Incorrect Action; and/or

(d) in connection with any Investigation; and/or;

(e) in connection with any Securities Claim; and/or

(v) being any Director of standalone company; and/or

(vi) being any Director de facto and/or Shadow Director; and/or

(vii) being any individual who ever had, has or will have the right to sign documents, and/or pledge, and/or make any statement (give comments) on behalf of any Company; and/or

(viii) being spouse or domestic partner of any Insured Person (specified in paragraphs (i)-(vii) above) with respect to any Losses related to any Suit in connection with any Incorrect Action of such Insured Person; and/or

(ix) any administrator, heir, manager of bankruptcy asset/assets of estate, legal representative, assignee or executor of deceased, legally incompetent, insolvent or bankrupt Insured Person (specified in paragraphs (i)-(vii) above) with respect to any Losses related to any Suit in connection with any Incorrect Action of such Insured Person; and/or

Chairman  
of the Extraordinary General Meeting of Shareholders  
of OJSC TransContainer

Yu.V. Novozhilov

Secretary of  
the Extraordinary General Meeting of Shareholders  
of OJSC TransContainer

Yu.B. Gelfer