

REPORT
on the results of voting
at the Extraordinary General Meeting of Shareholders
of the Open Joint Stock Company
“Center for Cargo Container Traffic “TransContainer”

Moscow

November 7, 2014

The full company name is Open Joint Stock Company “Center for Cargo Container Traffic “TransContainer” (hereinafter referred to as Company).

The location of the Company: Oruzheyniy Lane 19, Moscow, Russian Federation, 125047.

The meeting is held as joint attendance of the shareholders in order to discuss the agenda and make decisions on issues put to vote at the place of the Company location.

The venue of the meeting (address): Oruzheyniy Lane 19, Moscow, Russian Federation, 125047.

The date and time of meeting: November 5, 2014, from 11:00 am until 11:35 am.

The date of making a list of persons eligible to take part in the meeting is September 29, 2014.

The functions of the counting board were performed by the registrar.

The full company name is Closed Joint Stock Company Registering Company “STATUS”.

The location of the Company: Novorogozhskaya Str. 32, Bldg. 1, Moscow, Russian Federation, 109544.

The persons authorized by the registrar to perform the functions of the counting board:

1. Alexander Alexandrovich Mezrin, Chairman of the counting board;
2. Irina Sayarovna Yunisova, member of the counting board.

Agenda of the General Meeting:

1. Approve the Articles of Association of TransContainer OJSC in the new version.
2. Approve the Provision on the Management of TransContainer.
3. Approve the Provision on the CEO of TransContainer in the new version.
4. Approve the related-party transaction.

The total number of votes possessed by the shareholders of TransContainer is 13,894,778.

The number of votes possessed by the listed persons eligible to take part in the General Meeting, per each issue on the agenda of the General Meeting:

1. Issue One: 13,894,778 votes.
2. Issue Two: 13,894,778 votes.
3. Issue Three: 13,894,778 votes.
4. Issue Four: 6,945,687 votes.

By the opening of the meeting (11:00 am) the number of votes possessed by the participants eligible to vote was:

Issue One on the agenda: 13,836,804 votes (99.58276 %) – the quorum was present.

Issue Two on the agenda: 13,836,804 votes (99.58276 %) - the quorum was present.

Issue Three on the agenda: 13,836,804 votes (99.58276 %) - the quorum was present.

Issue Four on the agenda: 6,887,713 votes (99.16532 %) - the quorum was present.

The number of votes given per each voting option ("for", "against" and "abstained") in each issue on the agenda of the General Meeting where quorum was present:

Issue One on the agenda:

FOR - 10,485,937 votes (75.78294 %),
 AGAINST – 3,350,867 votes (24.21706 %),
 ABSTAINED - 0 votes (0 %).

Issue Two on the agenda:

FOR – 10,485,937 votes (75.78294 %),
 AGAINST – 3,350,867 votes (24.21706 %),
 ABSTAINED - 0 votes (0 %).

Issue Three on the agenda:

FOR – 10,485,937 votes (75.78294 %),
 AGAINST – 3,350,867 votes (24.21706 %),
 AGAINST - 0 votes (0 %).

Issue Four on the agenda:

FOR – 6,887,712 votes (99.16531 %),
 AGAINST - 0 votes (0 %),
 ABSTAINED - 0 votes (0 %).

The number of votes not counted as the ballot papers were acknowledged void or due to other reasons specified in the Provision on Extra Requirements to the Procedure of Preparation, Convening, and Holding the General Meeting of Shareholders – 1 (one), 0.00001%.

The decisions made by the General Meeting of Shareholders:

Issue One on the agenda:

1. Approve the Articles of Association of TransContainer OJSC in the new version (Appendix N 1 to the minutes of the General Meeting of Shareholders).
2. Declare the following documents null and void:
 - Articles of Association of TransContainer OJSC in the new version approved by the Annual General Meeting of Shareholders (minutes dated June 26, 2009, N 10);
 - amendments approved by the Extraordinary General Meeting of Shareholders (minutes dated September 25, 2009, N 11);
 - amendments approved by the Annual General Meeting of Shareholders (minutes dated June 25, 2010, N 13);
 - amendments approved by the Extraordinary General Meeting of Shareholders (minutes dated December 22, 2010, N 16);
 - amendments approved by the Annual General Meeting of Shareholders (minutes dated June 29, 2011, N 18);
 - amendments approved by the Annual General Meeting of Shareholders (minutes dated June 26, 2012, N 20);
 - amendments approved by the Annual General Meeting of Shareholders (minutes dated June 28, 2013, N 23);

- amendments approved by the Annual General Meeting of Shareholders (minutes dated June 25, 2014, N 25).

Issue Two on the agenda:

Approve the Provision on the Management of TransContainer OJSC (Appendix N 2 to the minutes of the Extraordinary General Meeting of Shareholders).

Issue Three on the agenda:

1. Approve the Provision on the CEO of TransContainer in the new version (Appendix N 3 to the minutes of the Extraordinary General Meeting of Shareholders).

2. Declare the Provision on the CEO of TransContainer approved by the Annual General Meeting of Shareholders (minutes dd. 06/26/2009 N 10) null and void.

Issue Four on the agenda:

1. Determine that the amount of insurance under the liability insurance contract for directors, officers and companies between TransContainer OJSC and Ingosstrakh OIJSK in total under all insurance covers and extensions, except the extension for Independent Directors, is USD100,000,000.

Franchise:

Coverage A: N/A.

Coverage B:

Lawsuits filed in the USA or Canada is USD50,000

Lawsuits filed in other countries is USD50,000

Coverage C:

Lawsuits filed in the USA or Canada is USD250,000

Lawsuits on securities filed in other countries is USD100,000

The premium is USD72,000

2. Approve the formation of liability insurance contract (certificate) for directors, officers and companies between TransContainer OJSC and Ingosstrakh OIJSK which is a related-party transaction (subject to the Appendix to the minutes of the Extraordinary General Meeting of Shareholders), under the following conditions:

Insurer – Ingosstrakh OIJSK

Insurant – TransContainer OJSC

Scope of contract:

With due regard to all the provisions of the contract, if any insured event specified in this Declaration occurs, the Insurer shall pay the insurance indemnity subject to the insurance contract (depends on a situation) to a relevant Insured and/or any other person eligible for such indemnity.

SUBJECT MATTER OF INSURANCE AND INSURED EVENTS UNDER INSURANCE CONTRACT

Coverage A (cl. 1.1 of the Certificate Terms and Conditions) (hereinafter referred to as Coverage A)

The subject matter of insurance for the purposes of Coverage A as to the liability insurance of any Insured person for any financial losses incurred by other persons is the property interest of the Insured person connected with the liability to compensate other persons for the incurred financial losses.

The insured event for the purposes of Coverage A as to the liability insurance of any Insured person for any financial losses incurred by other persons is the occurrence of all the following circumstances: (a) liability of any Insured person to compensate for any financial losses incurred by other persons due to any wrong action of the Insured person at all times prior to or any time during the Insurance period subject to the applicable legislation/law, and (b) filing of any lawsuit concerning financial losses of third

parties specified in cl. (a) above against such Insured person during the Insurance period; accordingly, the insured event is deemed occurred at the time of filing a lawsuit specified in cl. (b) above. The occurrence of the insured event shall be further acknowledged by the Insurer or adjudicated by the court, arbitration court, court of referees or any other competent body/institution. To avoid any doubt, under the Insurance contract, any financial losses shall also be covered, as well as paid/reimbursed upon the expiry of the Insurance period to any Insured person, and/or any losses incurred by any Insured person as a liability for financial losses of third parties (including but not limited to, in the event of court judgments, arbitration court, court of referees or similar body/institution upon the expiry of the Insurance period) shall also be covered, but in connection with any lawsuit filed during the Insurance period.

The subject matter of insurance for the purposes of Coverage A as to the costs insurance of any Insured person is the property interest of the Insured person connected with the payment and/or necessity to pay such costs.

The insured event for the purposes of Coverage A as to the costs insurance of any Insured person is the filing of any lawsuit against any such Insured person which may result in any costs paid by such Insured person or necessity to pay such costs in connection with such lawsuit. The insured event is deemed occurred at the time of filing such lawsuit. To avoid any doubt, the Insurance contract also covers any costs which, upon the expiry of the Insurance period, are paid by any Insured person and/or which are to be paid by any Insured person upon the expiry of the Insurance period, but in connection with any lawsuit filed during the Insurance period.

Coverage B (cl. 1.2 of the Certificate Terms and Conditions) (hereinafter referred as Coverage B)

The subject matter of insurance for the purposes of Coverage B is the property interest of any Company connected with such Company's liability to compensate for any losses.

The insured event for the purposes of Coverage B is the incurrence of expenses/costs by any Company due to the Company's compensation of any Insured person and/or any other person for the benefit of any Insured person for any financial losses in connection with any lawsuit filed against any Insured person, and/or liability of any Insured person for any financial losses of third parties. To avoid any doubt, the Insurance contract shall also cover the said expenses/costs incurred by any Company upon the expiry of the Insurance period, but in connection with any lawsuit filed during the Insurance period, and/or in connection with the liability of any Insured person for any financial losses of third parties, which were the ground for filing a lawsuit during the Insurance period.

Coverage C (cl. 1.3 of the Certificate Terms and Conditions) (hereinafter referred as Coverage C)

The subject matter of insurance for the purposes of Coverage C as to the liability insurance of any Company for any financial losses incurred by other persons is the property interest of such Company connected with the liability to compensate other persons for the incurred financial losses.

The insured event for the purposes of Coverage C as to the liability insurance of any Company for any financial losses incurred by other persons is the occurrence of all following circumstances: (a) incurrence of liability of any Company to compensate for any financial losses incurred by other persons due to any wrong action of the Company at all times prior to or at all times during the Insurance period subject to the applicable legislation/law, and (b) filing any lawsuit on securities concerning financial losses of third parties specified in cl. (a) above against such Company during the Insurance period; accordingly, the insured event is deemed occurred at the time of filing a lawsuit on securities specified in cl. (b) above. The occurrence of the insured event shall be further

acknowledged by the Insurer or adjudicated by the court, arbitration court, court of referees or any other competent body/institution. To avoid any doubt, under the Insurance contract, any financial losses shall also be covered, as well as paid/reimbursed upon the expiry of the Insurance period to any Company, and/or any losses incurred by any Company as a liability for financial losses of third parties (including but not limited to, in the event of court judgments, arbitration court, court of referees or similar body/institution upon the expiry of the Insurance period) shall also be covered, but in connection with any lawsuit filed during the Insurance period.

The subject matter of insurance for the purposes of Coverage C as to the costs insurance of any Company is the property interest of the Company connected with the payment and/or necessity to pay such costs.

The insured event for the purposes of Coverage C as to the costs insurance of any Company is the filing of any lawsuit on securities against any such Company which may result in any costs paid by such Company or necessity to pay such costs in connection with such lawsuit on securities. Thus, the insured event is deemed occurred at the time of filing such lawsuit on securities. To avoid any doubt, the Insurance contract also covers any costs which, upon the expiry of the Insurance period, are paid by any Company and/or which are to be paid by any Company upon the expiry of the Insurance period, but in connection with any lawsuit on securities filed during the Insurance period.

The beginning of the Insurance period: November 7, 2014 (00:00)

The end of the Insurance period: November 6, 2015 (11:59 pm)

Period of disclosure: 60 days automatically without additional premium, unless a longer period is specified by the Certificate Terms and Conditions.

1 year subject to the payment of additional premium in the amount of 90% of the Full annual premium

3 years subject to the payment of additional premium in the amount of 165% of the Full annual premium

6 years subject to the payment of additional premium in the amount of 240% of the Full annual premium

Amount of insurance: In total per each cover and extension, except the extension for Independent Directors, is USD100,000,000.

Underinsurance: To avoid doubt, for the purposes of Article 949 of the Civil Code of the Russian Federation (including any amendments), the Insurer and the Insurant have hereby agreed that in any event the Insurer shall pay insurance indemnity under the Insurance contract in the full amount of incurred losses (or for the purposes of Coverage B – in the full amount of incurred expenses/costs) within the limits of the Insurance amount (concerning Independent Directors – also including the additional insurance amounts specified in cl. 6 of this Insurance Declaration). The amount of insurance indemnity shall not be reduced in proportion to the ratio of the Insurance amount (concerning Independent Directors – also including the additional insurance amounts specified in cl. 6 of this Insurance Declaration) to the insured value of relevant property interest under the Insurance contract.

Franchise:

Coverage A:

N/A.

Coverage B:

Lawsuits filed in the USA or Canada is USD50,000

Lawsuits filed in other countries is USD50,000

Coverage C:

Lawsuits on securities filed in the USA or Canada is USD250,000

Lawsuits on securities filed in other countries is USD100,000

Beginning of insurance continuity related to the Insurance amount up to USD50,

000,000 (through): February 20, 2009.

Beginning of insurance continuity related to the Insurance amount over USD50,000,000: November 8, 2010.

Premium: USD72,000.00.

Insurance covers and extensions: the Insurance contract provides all covers and extensions specified by the Certificate Terms and Conditions.

Coverage territory: globally.

Insurance tariff: 0.072%.

Persons whose liability is insured under the Insurance contract, as well as beneficiaries under the Insurance contract shall be determined based on the Certificate Terms and Conditions.

Insurance period: from 11/07/2014 (00:00) (beginning of the Insurance period) until 11/06/2015 (11:59 pm) (end of the Insurance period).

Procedure of payment: the premium shall be paid in RUR at the rate of the Central Bank of Russia on the day of payment, by bank transfer to the Insurer's account within 45 days from the contract formation.

Unless the premium is paid in the amount and by the time specified in this Declaration, the Insurance contract shall terminate on the day which follows that indicated as the end of the premium payment period. The Insurer shall notify the Insurant about pre-term termination of the insurance contract in writing.

In the event of pre-term termination of the Insurance contract due to the reason mentioned above, the Insurant shall pay a part of the premium proportional to the actual duration of the Insurance contract.

The premium shall be paid in rubles at the official rate of the Central Bank of Russia on the day of payment.

The Insurance contract is drawn up in the English and Russian languages. If there is any conflict between the English and Russian texts, the Russian text shall prevail.

The Insured

means any Company and/or any Insured person.

Insured person

means any individual (including nonresidents of the Russian Federation) who

(a) at any time prior to the beginning of the Insurance period was; and/or

(b) by the time of the Insurance period is; and/or

(c) at any time during the Insurance period will become one of the listed

below:

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

(ii) any person acting as a member of the committee set up by the decision or approval of the board of directors or similar governing board of any Company; and/or

(iii) any person declared as presumed Director or Officer in any emission documents, offering documents, listing documents, prospects or reports of any Company; and/or

(iv) any employee of any Company:

(a) due to his/her managerial or administrative and business functions/powers in this Company; and/or

(b) in connection with any lawsuit concerning the breach of labor relationship; and/or

(c) named as codefendant with any Director or Officer in any lawsuit where it is stated that such employee took part in or assisted any wrong action; and/or;

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

(e) in connection with any lawsuit on securities; and/or

(v) any Director of a self-standing Company; and/or

- (vi) any Director de facto and/or shadow director; and/or
- (vii) any individual who was, is or will be authorized to sign documents and/or give any affirmations, and/or make any representations (give comments) on behalf of any Company at any time; and/or
- (viii) spouse or partner of any Insured person (specified in cl. (i)-(vii) above) in terms of any losses connected with any lawsuit filed due to any wrong action of such Insured person; and/or
- (ix) any administrator, heir, receiver, representative by law, successor or executor of any dead, incapable, insolvent or bankrupt Insured person (specified in cl. (i)-(vii) above) concerning any losses connected with any lawsuit due to any wrong action of such Insured person.

**Chairman at the
Extraordinary General Meeting
of Shareholders, TransContainer OJSC**

Yu.B. Novozhilov

**Secretary of the Extraordinary
General Meeting of Shareholders,
TransContainer OJSC**

Yu.B. Gelfer