



ОАО «ТрансКонтейнер»  
125047, Москва, Оружейный пер., 19  
телефон: +7 (495) 788-17-17, факс: +7 (499) 262-75-78  
e-mail: trcont@trcont.ru, www.trcont.ru

**MINUTES No. 24**  
**of Extraordinary General Meeting of Shareholders**  
**of Open Joint-Stock Company**  
**Centre of Cargo Carriage in Containers "TransContainer"**

Full company name: Open Joint Stock Company Centre of Cargo Carriage in Containers "TransContainer".

Short company name: OJSC "TransContainer".

Location: 125047, Moscow, Oruzheyny Pereulok, 19.

Type of General Meeting of Shareholders: Extraordinary.

Form of holding Extraordinary General Meeting of Shareholders: joint attendance precedent by sending a bulletin.

Date of making the list of persons having the right to take part in the General meeting of shareholders: August 1, 2013.

Date of holding Extraordinary General Meeting of Shareholders: **October 21, 2013.**

Place of holding Extraordinary General Meeting of Shareholders: Moscow, Orygeiniy per., block 19, Conference Hall.

Starting time of registration of persons having the right to take part in the Extraordinary General Meeting of Shareholders: 10:00 Moscow time.

Time of opening the Extraordinary General Meeting of Shareholders: 11:00 Moscow time.

Finishing time of registration of persons having the right to take part in the Extraordinary General Meeting of Shareholders: 11:15 Moscow time.

Starting time of vote counting: 11:20 Moscow time.

Time of closing the Extraordinary General Meeting of Shareholders: 11:40 Moscow time.

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

The number of votes held by the persons who participate in the Extraordinary General Meeting of Shareholders on the agenda of the Extraordinary General Meeting of Shareholders is 13,558,796 (thirteen million five hundred fifty eight thousand seven hundred ninety six) voting shares of OJSC "TransContainer", which is 97.582% of the total number of votes held by the persons entitled to participate in the Extraordinary General Meeting of Shareholders.

In accordance with Article 58 of the Federal Law "On Joint Stock Companies", by the results of registration of shareholders, the quorum is present, and the Extraordinary General Meeting of Shareholders of OJSC "TransContainer" is eligible.

The date of drawing up the Minutes of the Extraordinary General Meeting of Shareholders: October 21, 2013.

The function of the person presiding at the Extraordinary General Meeting of Shareholders of OJSC "TransContainer" pursuant to para. 10.10 of the Statute, was executed by the Chairman of the Board of Directors of OJSC "TransContainer" Zhanar Bagdatovna Rymzhanova.

**Attendees:**

- |   |   |   |
|---|---|---|
| The Chairman of the General Meeting of Shareholders of OJSC "TransContainer"            | - | Zhanar Bagdatovna Rymzhanova  |
| Registrar's authorized persons  | - | Roman Borisovich Egorov<br>Elena Valeryevna Mayakova<br>Alexandr Alexandrovich Mezrin |
| Secretary of the Extraordinary General Meeting of Shareholders of OJSC "TransContainer" | - | Yulia Borisovna Gelfer  |

**Agenda of the Extraordinary General Meeting of Shareholders:**

1. Early termination of powers of the Board of Directors of the Company.
2. Election to the Board of Directors of the Company.
3. Approval of transactions with related parties.

**On issue 1 on the agenda:**

Early termination of the powers of the Board of Directors of the Company.

**Reported:**

Acting on behalf of Director for Corporate Governance Yu.B. Gelfer.

**Draft decision put to the vote:**

Prematurely terminate the powers of the Company's Board of Directors.

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

The number of votes falling on the voting shares of the Company under this issue on the agenda of the Extraordinary General Meeting, identified subject to certain provisions of para. 4.20 of the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders: 13,894,778 (thirteen million eight hundred ninety four thousand seven hundred seventy eight).

The number of votes in possession of persons that attended the Extraordinary General Meeting of Shareholders on this issue on the agenda: 13,558,796 (thirteen million five hundred fifty eight thousand seven hundred ninety-six).

In accordance with Article 58 of the Federal Law "On Joint Stock Companies", the quorum on this issue on the agenda is present and makes 97.582%.

**Results of the vote:**

<b>Voted for:</b>	5,418,361 (five million four hundred eighteen thousand three hundred sixty one), 39.962%
<b>Voted against:</b>	8,140,225 (eight million one hundred forty thousands two hundred twenty five), 60.036%
<b>Abstained:</b>	210 (two hundred and ten), 0.002%

The number of votes that were not counted due to invalidation of bulletins or otherwise, set forth in the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders - no.

**No decision.****On issue 2 on the agenda:**

Election to the Board of Directors of the Company.

**Reported:**

Acting on behalf of Director for Corporate Governance Yu.B. Gelfer.

**Draft decision put to the vote:**

Elect the following persons to the Board of Directors of OJSC "TransContainer":

1. Petr Vasilievich Baskakov.
2. Pavel Dmitrievich Ilyichev.
3. Alexey Yurievich Davydov.
4. Irina Sergeevna Shitkina.
5. David Hekster.
6. Pavel Alekseevich Ivanov.
7. Irina Aleksandrovna Kostenets.
8. Zhanar Bagdatovna Rymzhanova.
9. Anna Grigorievna Belova.
10. Peel Steven Mark.
11. Alexey Nikolaevich Grom.
12. Yuri Viktorovich Novozhilov.

In accordance with Article 66 of the Federal Law "On Joint-Stock Companies" the Board of Directors shall be elected by cumulative voting.

The number of votes in possession of persons included in the list of persons entitled to participate in the Extraordinary General Meeting of Shareholders on this issue on the agenda: 152,842,558 (one hundred fifty two million eight hundred forty two thousand five hundred fifty eight).

The number of votes falling on the voting shares of the Company under this issue on the agenda of the Extraordinary General Meeting, identified subject to certain provisions of para. 4.20 of the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders: 152,842,558 (one hundred fifty two million eight hundred forty two thousand five hundred fifty eight).

The number of votes in possession of persons that attended the Extraordinary General Meeting of Shareholders on this issue on the agenda: 149,146,756 (one hundred forty-nine million one hundred forty-six thousand seven hundred fifty-six).

In accordance with Article 58 of the Federal Law "On Joint Stock Companies", the quorum on this issue on the agenda is present and makes 97.582%.

**Due to "No decision" on the issue of "Early termination of the powers of the Board of Directors of the Company", voting returns on this issue were not summarized.**

**On issue 3 on the agenda:**

Approval of transactions with related parties.

**Reported:**

Acting on behalf of Director for Corporate Governance Yu.B. Gelfer and Director of Legal Issues and Administration of Assets of OJSC "TransContainer" V.N. Markov.

**Draft decision put to the vote:**

**1.1.** Identify that the insurance sum under the Contract of Liability Insurance of directors, officers and companies between OJSC "TransContainer" and OJSC "AlfaStrakhovanie" in the aggregate for all insurance coverage and extensions except for extension to Independent Directors, equals to USD 100,000,000.

**Franchise:**

For Coverage B:

With respect to Suits filed in the USA or Canada, is USD 50,000.

With respect of Suits filed in the rest of the world - USD 50,000.

For Coverage C:

With respect to Suits filed in the USA or Canada - USD 250,000.

With respect to Suits for securities, filed in the rest of the world - USD 100,000.

The insurance premium is USD 132,700.

**1.2.** Approve of entering into the insurance contract (policy) of liabilities of directors, officers, and companies between OJSC "TransContainer" and OJSC "AlfaStrakhovanie", being an interested party transaction (pursuant to the annex to the Minutes of the Extraordinary General Meeting of Shareholders), under the following terms and conditions:

**Insurer** - OJSC "AlfaStrakhovanie"

**Insurant** - OJSC "TransContainer"

**Subject of the Agreement:**

Subject to all the provisions of the Insurance Contract, the Insurer shall, upon occurrence of any of insured events specified in this Declaration, pay, pursuant to the Insurance Contract, the insurance money (as the case may be) to the appropriate Insured and/or any other person entitled to such compensation.

**OBJECTS INSURED AND INSURED EVENTS UNDER INSURANCE CONTRACT**

Insurance Coverage A (para. 1.1. of Policy Terms and Conditions) (hereinafter "Coverage A")

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

An insurance event for Coverage A in the part of liability insurance of any Insured Person for any Financial Losses incurred by other persons is occurrence of all the following events: (a)

occurrence, at any time prior to the beginning or at any time during the course of the Insurance Term at any Insured Person in accordance with the applicable law/legislation, of an obligation to reimburse any Financial Losses incurred by other persons in connection with any Wrongful Act of the Insured Person, and (b) bringing, during the Insurance Term against such Insured Person, any Suit in connection with Financial Losses of other persons, referred to in paragraph (a) above; respectively, an insurance event shall be deemed occurred at the time of bringing a Suit referred to in paragraph (b) above. The fact of occurrence of an insured event shall be further acknowledged by the Insurer or ascertained by a court, arbitration, tribunal or other competent authority/institution. For avoidance of doubt, the Insurance Contract shall also cover any Financial Losses that shall be paid/reimbursed upon expiration of Insurance Term in relation to any insured person and/or incurred by any Insured Person as a liability for Financial Losses of other persons (including but not limited to, in the case of decision of a court, arbitration, tribunal or similar authority/institution upon expiration of Insurance Term), but in connection with any Suit brought within the Insurance Term.

The object of insurance for Coverage A in the part of liability insurance of any Costs incurred by any Insured Person, is property interests of such Insured Person associated with infliction and/or necessity to inflict any Costs.

The insurance event for Coverage A in the part of insurance of any Costs incurred by any Insured Person, is bringing against such Insured Person any Suit that may entail any Costs for such Insured Person or necessity to inflict any Costs associated with such Suit. Accordingly, an insurance event is deemed to have occurred at the time of bringing such Suit. For avoidance of doubt, the Insurance Contract shall also cover any Costs that upon expiration of the Insurance Term, will be incurred by any Insured Person and/or that upon expiration of the Insurance Term will have to be incurred by any Insured Person, but in connection with any Suit brought against during the Insurance Term.

Insurance coverage B (para. 1.2 of Policy Terms and Conditions) (hereinafter "Coverage B")

The object of insurance for Coverage B is property interests of any Company associated with reimbursement by such Company of any Losses.

An insurance event for Coverage B is bearing by any Company any costs/expenses for reimbursement by the Company of any Financial Losses to any Insured Person and/or any other person on behalf of any Insured Person in connection with any Suit brought against any Insured Person and/or liability of any Insured Person for any Financial Losses incurred by other persons. For avoidance of doubt, the Insurance Contract shall also cover such costs/expenses incurred by any Company upon expiration of Insurance Term, but in connection with any Suit brought against during the Insurance Term and/or in connection with liability of any Insured Person for any Financial Losses of other persons due to which, during Insurance Term, the Suit was brought.

Insurance Coverage C (para. 1.3. of Policy Terms and Conditions) (hereinafter "Coverage C")

The object of insurance for Coverage C in the part of the liability insurance of any Company for any Financial Losses incurred by other persons, is property interests of such Company associated with the obligation to reimburse Financial Losses incurred by other persons.

An insurance event for Coverage C in the part of liability insurance of any Company for any Financial Losses incurred by other persons is occurrence of all the following events: (a) occurrence, at any time prior to the beginning or at any time during the course of the Insurance Term at any Company in accordance with the applicable law/legislation, of an obligation to reimburse any Financial Losses incurred by other persons in connection with any Wrongful Act of the Company, and (b) bringing, during the Insurance Term against such Company, any Suit in connection with Financial Losses of other persons, referred to in paragraph (a) above; respectively, an insurance event shall be deemed occurred at the time of bringing a Suit referred to in paragraph (b) above. The fact of occurrence of an insured event shall be further acknowledged by the Insurer or ascertained by a court, arbitration, tribunal or other competent

authority/institution. For avoidance of doubt, the Insurance Contract shall also cover any Financial Losses that shall be paid/reimbursed by any Company and/or any Company shall pay/reimburse as a liability for Financial Losses of other persons (including but not limited to, in the case of decision of a court, arbitration, tribunal or similar authority/institution upon expiration of Insurance Term), but in connection with any securities Suit brought within the Insurance Term.

The object of insurance for Coverage C in the part of liability insurance of any Costs incurred by any Company, is property interests of such Company associated with infliction and/or necessity to inflict any Costs.

The insurance event for Coverage C in the part of insurance of any Costs incurred by any Company, is bringing against such Company any securities Suit that may entail any Costs for such Company or necessity to inflict any Costs associated with such securities Suit. Accordingly, an insurance event is deemed to have occurred at the time of bringing such securities Suit. For avoidance of doubt, the Insurance Contract shall also cover any Costs that upon expiration of the Insurance Term, will be incurred by any Company and/or that upon expiration of the Insurance Term will have to be incurred by any Company, but in connection with any securities Suit brought against during the Insurance Term.

Date of commencement of Insurance Term: November 07, 2013 (00:00).

Date of termination of Insurance Term: November 06, 2014 (23:59).

Identification period: 60 days automatically, without payment of additional insurance premium, unless a longer period is provided by the Policy Terms and Conditions.

1 year subject to payment of additional insurance premium in the amount of 90% of the Total annual insurance premiums.

3 years subject to payment of additional insurance premium in the amount of 165% of the Total annual insurance premiums.

6 years subject to payment of additional insurance premium in the amount of 240% of the Total annual insurance premiums.

Insurance sum: in total for all insurance coverages and extensions except for extension for Independent Directors - USD 100 million.

Incomplete property insurance: For avoidance of doubt, for the purposes of Art. 949 of the Civil Code of the Russian Federation (as amended), the Insurer and Insurant hereby agree that, in any case, the Insurer shall pay the insurance money under the Insurance Contract in full amount of Losses incurred (or for Coverage B - full amount of costs/expenses incurred) within the Insurance Sum (for Independent Directors - also subject to additional insurance sums referred to in paragraph 6 of this Declaration). The amount of indemnity is not reduced proportionally with the ratio of the Insurance Sum (for Independent Directors - also subject to additional insurance sums referred to in paragraph 6 of this Declaration) and insurance value of relevant property interests insured under the Insurance Contract.

Franchise:

Coverage A:  
not applicable.

Coverage B:

With respect to Suits filed in the USA or Canada - USD 50,000.

With respect of Suits filed in the rest of the world - USD 50,000.

Coverage C:

With respect to securities Suits, filed in the USA or Canada - USD 250,000.

With respect to Suits for securities, filed in the rest of the world - USD 100,000.

Date of commencement of insurance continuity with regard to Insurance Sum below USD 50,000,000 (inclusive): February 20, 2009.

Date of commencement of insurance continuity with regard to Insurance Sum above USD 50,000,000: November 08, 2010.

Insurance premium: USD 132,700.00.

Insurance coverages and extensions: under the Insurance Contract, all insurance coverages and extensions shall be provided anticipated by the Policy Terms and Conditions.

Insurance territory: the whole world.

Insurance rate: 0.1327%.

Persons whose liability risk is insured under the Insurance Contract, as well as beneficiaries under the Insurance Contract shall be determined on the basis of the Policy Terms and Conditions.

The Insurance Contract shall come into force upon its signature, in accordance with para. 2 of Art. 425 of the Civil Code of the Russian Federation, apply to relationship between the parties arisen since November 07, 2013, and be valid until expiration of Insurance Term (Term of Insurance Contract).

The insurance premium shall be paid by the Insurer to the account of the Insurant within 45 days of the date of receipt by the Insurer of the invoice issued by the Insurant.

In the case of failure to pay the Insurance Premium in the amount and within the time period set forth in this Declaration, the Insurance Contract shall expire on the day following the date specified as the expiration date of payment of Insurance Premiums. The Insurer shall notify the Insurant in writing of early termination of the Insurance Contract for the above reason.

In the event of early termination of the Insurance Contract for the above reason, the Insurant shall pay a part of the Insurance Premium in proportion to actual term of the Insurance Contract.

The Insurance Premium shall be paid in rubles at the official rate of the Central Bank of the Russian Federation on the day of payment.

The Insurance Contract is made in English and Russian. In case of differences between English and Russian versions, the Russian version shall prevail.

**Insurant:**

means any Company and/or any Insured Person.

**Insured Person:**

means any natural person (including non-residents of the Russian Federation), which

- (a) at any time prior to commencement of the Insurance Term was; and/or
- (b) at the time of commencement of the Insurance Term is; and/or
- (c) at any time during the Insurance Term will become any of the following:
  - (i) any Director and/or Officer of any Company; and/or
  - (ii) any person acting as a member of a Committee established by the decision or approved by the Board of Directors or equivalent governing body of any Company; and/or
  - (iii) any person named as an alleged Director or Officer in any issue documents, documents on the offer of securities, documents in connection with the listing, brochures, or statements of any Company; and/or
  - (iv) any worker/employee of any Company:
    - (a) in connection with their organizational/management or administrative functions/powers in such Company; and/or
    - (b) in connection with any Suit for breach of labor relations; and/or
    - (c) named as a correspondent with any Director or Officer in any Suit, which states that such worker/employee participated or assisted in commission of any Wrongful Act; and/or
    - (d) in connection with any Enquiry; and/or
    - (e) in connection with any securities Suit; and/or
    - (v) any Director of a separate company; and/or
    - (vi) any Director de facto and/or Shadow Director; and/or
    - (vii) any natural person that has ever had, has or will have the authority to sign the documents and/or give any representations and/or make any statements (give comments) on behalf of any Company; and/or
    - (viii) spouse or domestic partner of any Insured Person (as specified in paras. (i)-(vii)

- above) in respect of any Losses, related to any Suit due to any Wrongful Act of such Insured Person; and/or
- (ix) any manager, successor, bankruptcy/succession administrator, legal representative, assignee or executor of the deceased, incompetent, insolvent, or bankrupt Insured Person (referred to in paras. (i)-(vii) above) in respect of any Losses, associated with any Suit due to any Wrongful Act of such Insured Person.

The number of votes in possession of persons included in the list of persons entitled to participate in the Extraordinary General Meeting of Shareholders on this issue on the agenda: 13,893,078 (thirteen million eight hundred ninety three thousand and seventy eight).

The number of votes falling on the voting shares of the Company under this issue on the agenda of the Extraordinary General Meeting, identified subject to certain provisions of para. 4.20 of the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders: 13,893,078 (thirteen million eight hundred ninety three thousand and seventy eight).

The number of votes in possession of persons that attended the Extraordinary General Meeting of Shareholders on this issue on the agenda: 13,557,096 (thirteen million five hundred fifty seven thousand and ninety six).

In accordance with Article 58 of the Federal Law "On Joint Stock Companies", the quorum on this issue on the agenda is present and makes 97.582%.

#### **Results of the vote:**

<b>Voted for:</b>	12,272,374 (twelve million two hundred seventy two thousand three hundred seventy four), 88.33%
<b>Voted against:</b>	none
<b>Abstained:</b>	1,284,721 (one million two hundred eighty four thousand seven hundred twenty one), 9.25%

The number of votes that were not counted due to invalidation of bulletins or otherwise, set forth in the Provision on additional requirements to the procedure of preparation, convening, and holding of the General Meeting of Shareholders - 1 (one), 0.000007%.

#### **Decision taken under paragraph 1 of issue No. 3 on the agenda:**

**1.1.** Identify that the insurance sum under the Contract of Liability Insurance of directors, officers and companies between OJSC "TransContainer" and OJSC "AlfaStrakhovanie" in the aggregate for all insurance coverage and extensions except for extension to Independent Directors, equals to USD 100,000,000.

##### **Franchise:**

For Coverage B:

With respect to Suits filed in the USA or Canada, is USD 50,000.

With respect of Suits filed in the rest of the world - USD 50,000.

For Coverage C:

With respect to Suits filed in the USA or Canada - USD 250,000.

With respect to Suits for securities, filed in the rest of the world - USD 100,000.

The insurance premium is USD 132,700.

**1.2.** Approve of entering into the insurance contract (policy) of liabilities of directors, officers, and companies between OJSC "TransContainer" and OJSC "AlfaStrakhovanie", being an interested party transaction (pursuant to the annex to the Minutes of the Extraordinary General Meeting of Shareholders), under the following terms and conditions:



**Insurer** - OJSC "AlfaStrakhovanie"

**Insurant** - OJSC "TransContainer"

**Subject of the Agreement:**

Subject to all the provisions of the Insurance Contract, the Insurer shall, upon occurrence of any of insured events specified in this Declaration, pay, pursuant to the Insurance Contract, the insurance money (as the case may be) to the appropriate Insured and/or any other person entitled to such compensation.

**OBJECTS INSURED AND INSURED EVENTS UNDER INSURANCE CONTRACT**

Insurance Coverage A (para. 1.1. of Policy Terms and Conditions) (hereinafter "Coverage A")

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

An insurance event for Coverage A in the part of liability insurance of any Insured Person for any Financial Losses incurred by other persons is occurrence of all the following events: (a) occurrence, at any time prior to the beginning or at any time during the course of the Insurance Term at any Insured Person in accordance with the applicable law/legislation, of an obligation to reimburse any Financial Losses incurred by other persons in connection with any Wrongful Act of the Insured Person, and (b) bringing, during the Insurance Term against such Insured Person, any Suit in connection with Financial Losses of other persons, referred to in paragraph (a) above; respectively, an insurance event shall be deemed occurred at the time of bringing a Suit referred to in paragraph (b) above. The fact of occurrence of an insured event shall be further acknowledged by the Insurer or ascertained by a court, arbitration, tribunal or other competent authority/institution. For avoidance of doubt, the Insurance Contract shall also cover any Financial Losses that shall be paid/reimbursed upon expiration of Insurance Term in relation to any insured person and/or incurred by any Insured Person as a liability for Financial Losses of other persons (including but not limited to, in the case of decision of a court, arbitration, tribunal or similar authority/institution upon expiration of Insurance Term), but in connection with any Suit brought within the Insurance Term.

The object of insurance for Coverage A in the part of liability insurance of any Costs incurred by any Insured Person, is property interests of such Insured Person associated with infliction and/or necessity to inflict any Costs.

The insurance event for Coverage A in the part of insurance of any Costs incurred by any Insured Person, is bringing against such Insured Person any Suit that may entail any Costs for such Insured Person or necessity to inflict any Costs associated with such Suit. Accordingly, an insurance event is deemed to have occurred at the time of bringing such Suit. For avoidance of doubt, the Insurance Contract shall also cover any Costs that upon expiration of the Insurance Term, will be incurred by any Insured Person and/or that upon expiration of the Insurance Term will have to be incurred by any Insured Person, but in connection with any Suit brought against during the Insurance Term.

Insurance coverage B (para. 1.2 of Policy Terms and Conditions) (hereinafter "Coverage B")

The object of insurance for Coverage B is property interests of any Company associated with reimbursement by such Company of any Losses.

An insurance event for Coverage B is bearing by any Company any costs/expenses for reimbursement by the Company of any Financial Losses to any Insured Person and/or any other person on behalf of any Insured Person in connection with any Suit brought against any Insured Person and/or liability of any Insured Person for any Financial Losses incurred by other persons. For avoidance of doubt, the Insurance Contract shall also cover such costs/expenses incurred by any Company upon expiration of Insurance Term, but in connection with any Suit brought against during the Insurance Term and/or in connection with liability of any Insured Person for

any Financial Losses of other persons due to which, during Insurance Term, the Suit was brought.

Insurance Coverage C (para. 1.3. of Policy Terms and Conditions) (hereinafter "Coverage C")

The object of insurance for Coverage C in the part of the liability insurance of any Company for any Financial Losses incurred by other persons, is property interests of such Company associated with the obligation to reimburse Financial Losses incurred by other persons.

An insurance event for Coverage C in the part of liability insurance of any Company for any Financial Losses incurred by other persons is occurrence of all the following events: (a) occurrence, at any time prior to the beginning or at any time during the course of the Insurance Term at any Company in accordance with the applicable law/legislation, of an obligation to reimburse any Financial Losses incurred by other persons in connection with any Wrongful Act of the Company, and (b) bringing, during the Insurance Term against such Company, any Suit in connection with Financial Losses of other persons, referred to in paragraph (a) above; respectively, an insurance event shall be deemed occurred at the time of bringing a Suit referred to in paragraph (b) above. The fact of occurrence of an insured event shall be further acknowledged by the Insurer or ascertained by a court, arbitration, tribunal or other competent authority/institution. For avoidance of doubt, the Insurance Contract shall also cover any Financial Losses that shall be paid/reimbursed by any Company and/or any Company shall pay/reimburse as a liability for Financial Losses of other persons (including but not limited to, in the case of decision of a court, arbitration, tribunal or similar authority/institution upon expiration of Insurance Term), but in connection with any securities Suit brought within the Insurance Term.

The object of insurance for Coverage C in the part of liability insurance of any Costs incurred by any Company, is property interests of such Company associated with infliction and/or necessity to inflict any Costs.

The insurance event for Coverage C in the part of insurance of any Costs incurred by any Company, is bringing against such Company any securities Suit that may entail any Costs for such Company or necessity to inflict any Costs associated with such securities Suit. Accordingly, an insurance event is deemed to have occurred at the time of bringing such securities Suit. For avoidance of doubt, the Insurance Contract shall also cover any Costs that upon expiration of the Insurance Term, will be incurred by any Company and/or that upon expiration of the Insurance Term will have to be incurred by any Company, but in connection with any securities Suit brought against during the Insurance Term.

Date of commencement of Insurance Term: November 07, 2013 (00:00).

Date of termination of Insurance Term: November 06, 2014 (23:59).

Identification period: 60 days automatically, without payment of additional insurance premium, unless a longer period is provided by the Policy Terms and Conditions.

1 year subject to payment of additional insurance premium in the amount of 90% of the Total annual insurance premiums.

3 years subject to payment of additional insurance premium in the amount of 165% of the Total annual insurance premiums.

6 years subject to payment of additional insurance premium in the amount of 240% of the Total annual insurance premiums.

Insurance sum: in total for all insurance coverages and extensions except for extension for Independent Directors - USD 100 million.

Incomplete property insurance: For avoidance of doubt, for the purposes of Art. 949 of the Civil Code of the Russian Federation (as amended), the Insurer and Insurant hereby agree that, in any case, the Insurer shall pay the insurance money under the Insurance Contract in full amount of Losses incurred (or for Coverage B - full amount of costs/expenses incurred) within the Insurance Sum (for Independent Directors - also subject to additional insurance sums referred to in paragraph 6 of this Declaration). The amount of indemnity is not reduced proportionally with the ratio of the Insurance Sum (for Independent Directors - also subject to additional

insurance sums referred to in paragraph 6 of this Declaration) and insurance value of relevant property interests insured under the Insurance Contract.

Franchise:

Coverage A:

not applicable.

Coverage B:

With respect to Suits filed in the USA or Canada - USD 50,000.

With respect of Suits filed in the rest of the world - USD 50,000.

Coverage C:

With respect to securities Suits, filed in the USA or Canada - USD 250,000.

With respect to Suits for securities, filed in the rest of the world - USD 100,000.

Date of commencement of insurance continuity with regard to Insurance Sum below USD 50,000,000 (inclusive): February 20, 2009.

Date of commencement of insurance continuity with regard to Insurance Sum above USD 50,000,000: November 08, 2010.

Insurance premium: USD 132,700.00.

Insurance coverages and extensions: under the Insurance Contract, all insurance coverages and extensions shall be provided anticipated by the Policy Terms and Conditions.

Insurance territory: the whole world.

Insurance rate: 0.1327%.

Persons whose liability risk is insured under the Insurance Contract, as well as beneficiaries under the Insurance Contract shall be determined on the basis of the Policy Terms and Conditions.

The Insurance Contract shall come into force upon its signature, in accordance with para. 2 of Art. 425 of the Civil Code of the Russian Federation, apply to relationship between the parties arisen since November 07, 2013, and be valid until expiration of Insurance Term (Term of Insurance Contract).

The insurance premium shall be paid by the Insurer to the account of the Insurant within 45 days of the date of receipt by the Insurer of the invoice issued by the Insurant.

In the case of failure to pay the Insurance Premium in the amount and within the time period set forth in this Declaration, the Insurance Contract shall expire on the day following the date specified as the expiration date of payment of Insurance Premiums. The Insurer shall notify the Insurant in writing of early termination of the Insurance Contract for the above reason.

In the event of early termination of the Insurance Contract for the above reason, the Insurant shall pay a part of the Insurance Premium in proportion to actual term of the Insurance Contract.

The Insurance Premium shall be paid in rubles at the official rate of the Central Bank of the Russian Federation on the day of payment.

The Insurance Contract is made in English and Russian. In case of differences between English and Russian versions, the Russian version shall prevail.

**Insurant:**

means any Company and/or any Insured Person.

**Insured Person:**

means any natural person (including non-residents of the Russian Federation), which

- (a) at any time prior to commencement of the Insurance Term was; and/or
- (b) at the time of commencement of the Insurance Term is; and/or
- (c) at any time during the Insurance Term will become any of the following:
  - (i) any Director and/or Officer of any Company; and/or
  - (ii) any person acting as a member of a Committee established by the decision or approved by the Board of Directors or equivalent governing body of any Company; and/or
  - (iii) any person named as an alleged Director or Officer in any issue documents, documents on the offer of securities, documents in connection with the listing,

- brochures, or statements of any Company; and/or
- (iv) any worker/employee of any Company:
    - (a) in connection with their organizational/management or administrative functions/powers in such Company; and/or
    - (b) in connection with any Suit for breach of labor relations; and/or
    - (c) named as a corespondent with any Director or Officer in any Suit, which states that such worker/employee participated or assisted in commission of any Wrongful Act; and/or
    - (d) in connection with any Enquiry; and/or
    - (e) in connection with any securities Suit; and/or
    - (v) any Director of a separate company; and/or
    - (vi) any Director de facto and/or Shadow Director; and/or
    - (vii) any natural person that has ever had, has or will have the authority to sign the documents and/or give any representations and/or make any statements (give comments) on behalf of any Company; and/or
    - (viii) spouse or domestic partner of any Insured Person (as specified in paras. (i)-(vii) above) in respect of any Losses, related to any Suit due to any Wrongful Act of such Insured Person; and/or
    - (ix) any manager, successor, bankruptcy/succession administrator, legal representative, assignee or executor of the deceased, incompetent, insolvent, or bankrupt Insured Person (referred to in paras. (i)-(vii) above) in respect of any Losses, associated with any Suit due to any Wrongful Act of such Insured Person.

**Draft decision put to the vote:**

2. Approve conclusion, amendment and addition, as well as termination of transactions for compulsory insurance of civil liability of vehicle owners between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:

**Parties of Transaction:** OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).

**Subject of Transaction:** liability insurance of vehicle owners, changing the number and the list of vehicles.

**Insurance sum:** maximum insurance sum for making a transaction - maximum 250,000,000 rubles per year.

**Insurance premium:** maximum insurance premium for making transactions - maximum 4,000,000 rubles per year.

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

The number of votes falling on the voting shares of the Company under this issue on the agenda of the Extraordinary General Meeting, identified subject to certain provisions of para. 4.20 of the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders: 13,894,778 (thirteen million eight hundred ninety four thousand seven hundred seventy eight).

The number of votes in possession of persons that attended the Extraordinary General Meeting of Shareholders on this issue on the agenda: 13,558,796 (thirteen million five hundred fifty eight thousand seven hundred ninety-six).

In accordance with Article 58 of the Federal Law "On Joint Stock Companies", the quorum on this issue on the agenda is present and makes 97.582%.

**Results of the vote:**

<b>Voted for:</b>	10,269,606 (ten million two hundred sixty nine thousand three hundred six hundred and six), 73.91%
<b>Voted against:</b>	none
<b>Abstained:</b>	3,289,190 (three million two hundred eighty nine thousand one hundred ninety), 23.672%

The number of votes that were not counted due to invalidation of bulletins or otherwise, set forth in the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders - no.

**Decision taken under paragraph 2 of issue No. 3 on the agenda:**

2. Approve conclusion, amendment and addition, as well as termination of transactions for compulsory insurance of civil liability of vehicle owners between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:

**Parties of Transaction:** OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).

**Subject of Transaction:** liability insurance of vehicle owners, changing the number and the list of vehicles.

**Insurance sum:** maximum insurance sum for making a transaction - maximum 250,000,000 rubles per year.

**Insurance premium:** maximum insurance premium for making transactions - maximum 4,000,000 rubles per year.

**Draft decision put to the vote:**

3. Approve conclusion, amendment and addition, as well as termination of transactions for insurance of vehicles against damage, theft between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:

**Parties of Transaction:** OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).

**Subject of Transaction:** insurance of vehicles against damage, theft, changing the number and the list of vehicles.

**Insurance sum:** maximum insurance sum for making a transaction - maximum 100,000,000 rubles per year.

**Insurance premium:** maximum insurance premium for making transactions - maximum 2,500,000 rubles per year.

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

The number of votes falling on the voting shares of the Company under this issue on the agenda of the Extraordinary General Meeting, identified subject to certain provisions of para. 4.20 of the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders: 13,894,778 (thirteen million eight hundred ninety four thousand seven hundred seventy eight).

The number of votes in possession of persons that attended the Extraordinary General Meeting of Shareholders on this issue on the agenda: 13,558,796 (thirteen million five hundred fifty eight thousand seven hundred ninety-six).

In accordance with Article 58 of the Federal Law "On Joint Stock Companies", the quorum on this issue on the agenda is present and makes 97.582%.

**Results of the vote:**

<b>Voted for:</b>	10,269,606 (ten million two hundred sixty nine thousand three hundred six hundred and six), 73.91%
<b>Voted against:</b>	none
<b>Abstained:</b>	3,289,190 (three million two hundred eighty nine thousand one hundred ninety), 23.672%

The number of votes that were not counted due to invalidation of bulletins or otherwise, set forth in the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders - no.

**Decision taken under paragraph 3 of issue No. 3 on the agenda:**

**3.** Approve conclusion, amendment and addition, as well as termination of transactions for insurance of vehicles against damage, theft between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:

**Parties of Transaction:** OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).

**Subject of Transaction:** insurance of vehicles against damage, theft, changing the number and the list of vehicles.

**Insurance sum:** maximum insurance sum for making a transaction - maximum 100,000,000 rubles per year.

**Insurance premium:** maximum insurance premium for making transactions - maximum 2,500,000 rubles per year.

**Draft decision put to the vote:**

**4.** Approve conclusion, amendment and addition, as well as termination of transactions for voluntary health insurance between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:

**Parties of Transaction:** OJSC "TransContainer" (Insurant), OJSC Insurance Company "ZHASO" (Insurer).

**Subject of Transaction:** voluntary medical insurance of employees of OJSC "TransContainer"; change of the number of employees of OJSC "TransContainer" and their personal data, change of the list of medical organizations and insurance programs.

**Insurance sum:** maximum insurance sum for making a transaction - maximum 13,000,000,000 rubles per year.

**Insurance premium:** maximum insurance sum for making a transaction - maximum 52,000,000 rubles per year.

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

The number of votes falling on the voting shares of the Company under this issue on the agenda of the Extraordinary General Meeting, identified subject to certain provisions of para. 4.20 of the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders: 13,894,778 (thirteen million eight hundred ninety four thousand seven hundred seventy eight).

The number of votes in possession of persons that attended the Extraordinary General Meeting of Shareholders on this issue on the agenda: 13,558,796 (thirteen million five hundred fifty eight thousand seven hundred ninety-six).

In accordance with Article 58 of the Federal Law "On Joint Stock Companies", the quorum on this issue on the agenda is present and makes 97.582%.

**Results of the vote:**

<b>Voted for:</b>	10,269,606 (ten million two hundred sixty nine thousand three hundred six hundred and six), 73.91%
<b>Voted against:</b>	none
<b>Abstained:</b>	3,289,190 (three million two hundred eighty nine thousand one hundred ninety), 23.672%

The number of votes that were not counted due to invalidation of bulletins or otherwise, set forth in the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders - no.

**Decision taken under paragraph 4 of issue No. 3 on the agenda:**

4. Approve conclusion, amendment and addition, as well as termination of transactions for voluntary health insurance between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:

**Parties of Transaction:** OJSC "TransContainer" (Insurant), OJSC Insurance Company "ZHASO" (Insurer).

**Subject of Transaction:** voluntary medical insurance of employees of OJSC "TransContainer"; change of the number of employees of OJSC "TransContainer" and their personal data, change of the list of medical organizations and insurance programs.

**Insurance sum:** maximum insurance sum for making a transaction - maximum 13,000,000,000 rubles per year.

**Insurance premium:** maximum insurance sum for making a transaction - maximum 52,000,000 rubles per year.

**Draft decision put to the vote:**

5. Approve conclusion, amendment and addition, as well as termination of transactions for voluntary health insurance of children of employees of OJSC "TransContainer" between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:

**Parties of Transaction:** OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).

**Subject of Transaction:** voluntary medical insurance of children of employees of OJSC "TransContainer"; change of the number of children of employees of OJSC "TransContainer" and their personal data, change of the list of medical organizations and insurance programs.

**Insurance sum:** maximum insurance sum for making a transaction - maximum 50,000,000 rubles per year.

**Insurance premium:** maximum insurance premium, for making transactions - maximum 1,150,000 rubles per year.

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

The number of votes falling on the voting shares of the Company under this issue on the agenda of the Extraordinary General Meeting, identified subject to certain provisions of para.

4.20 of the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders: 13,894,778 (thirteen million eight hundred ninety four thousand seven hundred seventy eight).

The number of votes in possession of persons that attended the Extraordinary General Meeting of Shareholders on this issue on the agenda: 13,558,796 (thirteen million five hundred fifty eight thousand seven hundred ninety-six).

In accordance with Article 58 of the Federal Law "On Joint Stock Companies", the quorum on this issue on the agenda is present and makes 97.582%.

#### **Results of the vote:**

<b>Voted for:</b>	10,269,606 (ten million two hundred sixty nine thousand three hundred six hundred and six), 73.91%
<b>Voted against:</b>	none
<b>Abstained:</b>	3,289,190 (three million two hundred eighty nine thousand one hundred ninety), 23.672%

The number of votes that were not counted due to invalidation of bulletins or otherwise, set forth in the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders - no.

#### **Decision taken under paragraph 5 of issue No. 3 on the agenda:**

**5.** Approve conclusion, amendment and addition, as well as termination of transactions for voluntary health insurance of children of employees of OJSC "TransContainer" between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:

**Parties of Transaction:** OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).

**Subject of Transaction:** voluntary medical insurance of children of employees of OJSC "TransContainer"; change of the number of children of employees of OJSC "TransContainer" and their personal data, change of the list of medical organizations and insurance programs.

**Insurance sum:** maximum insurance sum for making a transaction - maximum 50,000,000 rubles per year.

**Insurance premium:** maximum insurance premium, for making transactions - maximum 1,150,000 rubles per year.

#### **Draft decision put to the vote:**

**6.** Approve conclusion, amendment and addition, as well as termination of transactions for insurance of railway rolling stock against loss or damage as a result of any event occurring within the Term of the Lease Agreement, between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:

**Parties of Transaction:** OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).

**Subject of Transaction:** insurance of railway rolling stock against loss or damage as a result of any event occurring within the Term of the Lease Agreement.

**Insurance sum:** maximum insurance sum for making a transaction - maximum 3,000,000,000 rubles per year.

**Insurance premium:** maximum insurance premium, for making transactions - maximum 600,000 rubles per year.



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

The number of votes falling on the voting shares of the Company under this issue on the agenda of the Extraordinary General Meeting, identified subject to certain provisions of para. 4.20 of the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders: 13,894,778 (thirteen million eight hundred ninety four thousand seven hundred seventy eight).

The number of votes in possession of persons that attended the Extraordinary General Meeting of Shareholders on this issue on the agenda: 13,558,796 (thirteen million five hundred fifty eight thousand seven hundred ninety-six).

In accordance with Article 58 of the Federal Law "On Joint Stock Companies", the quorum on this issue on the agenda is present and makes 97.582%.

### **Results of the vote:**

<b>Voted for:</b>	10,269,606 (ten million two hundred sixty nine thousand three hundred six hundred and six), 73.91%
<b>Voted against:</b>	none
<b>Abstained:</b>	3,289,190 (three million two hundred eighty nine thousand one hundred ninety), 23.672%

The number of votes that were not counted due to invalidation of bulletins or otherwise, set forth in the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders - no.

### **Decision taken under paragraph 6 of issue No. 3 on the agenda:**

6. Approve conclusion, amendment and addition, as well as termination of transactions for insurance of railway rolling stock against loss or damage as a result of any event occurring within the Term of the Lease Agreement, between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:

**Parties of Transaction:** OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).

**Subject of Transaction:** insurance of railway rolling stock against loss or damage as a result of any event occurring within the Term of the Lease Agreement.

**Insurance sum:** maximum insurance sum for making a transaction - maximum 3,000,000,000 rubles per year.

**Insurance premium:** maximum insurance premium, for making transactions - maximum 600,000 rubles per year.

### **Draft decision put to the vote:**

7. Approve conclusion, amendment and addition, as well as termination of transactions for insurance of immovable property against loss or damage between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:

**Parties of Transaction:** OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).

**Subject of Transaction:** insurance of immovable property against loss or damage.

**Insurance sum:** maximum insurance sum for making a transaction - maximum 200,000,000 rubles per year.

**Insurance premium:** maximum insurance premium, for making transactions - maximum 300,000 rubles per year.

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

The number of votes falling on the voting shares of the Company under this issue on the agenda of the Extraordinary General Meeting, identified subject to certain provisions of para. 4.20 of the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders: 13,894,778 (thirteen million eight hundred ninety four thousand seven hundred seventy eight).

The number of votes in possession of persons that attended the Extraordinary General Meeting of Shareholders on this issue on the agenda: 13,558,796 (thirteen million five hundred fifty eight thousand seven hundred ninety-six).

In accordance with Article 58 of the Federal Law "On Joint Stock Companies", the quorum on this issue on the agenda is present and makes 97.582%.

#### **Results of the vote:**

<b>Voted for:</b>	10,269,606 (ten million two hundred sixty nine thousand three hundred six hundred and six), 73.91%
<b>Voted against:</b>	none
<b>Abstained:</b>	3,289,190 (three million two hundred eighty nine thousand one hundred ninety), 23.672%

The number of votes that were not counted due to invalidation of bulletins or otherwise, set forth in the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders - no.

#### **Decision taken under paragraph 7 of issue No. 3 on the agenda:**

7. Approve conclusion, amendment and addition, as well as termination of transactions for insurance of immovable property against loss or damage between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:

**Parties of Transaction:** OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).

**Subject of Transaction:** insurance of immovable property against loss or damage.

**Insurance sum:** maximum insurance sum for making a transaction - maximum 200,000,000 rubles per year.

**Insurance premium:** maximum insurance premium, for making transactions - maximum 300,000 rubles per year.

#### **Draft decision put to the vote:**

8. Approve conclusion, amendment and addition, as well as termination of transactions for compulsory insurance of civil liability of the owner of hazardous production facility, owing to injury to victims of an accident or incident at the hazardous production facility between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:

**Parties of Transaction:** OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).

**Subject of Transaction:** compulsory insurance of civil liability of the owner of hazardous production facility, owing to injury to victims of an accident or incident at the hazardous production facility.

**Insurance sum:** maximum insurance sum for making a transaction - maximum 600,000,000 rubles per year.

**Insurance premium:** maximum insurance premium, for making transactions - maximum 1,000,000 rubles per year.

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

The number of votes falling on the voting shares of the Company under this issue on the agenda of the Extraordinary General Meeting, identified subject to certain provisions of para. 4.20 of the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders: 13,894,778 (thirteen million eight hundred ninety four thousand seven hundred seventy eight).

The number of votes in possession of persons that attended the Extraordinary General Meeting of Shareholders on this issue on the agenda: 13,558,796 (thirteen million five hundred fifty eight thousand seven hundred ninety-six).

In accordance with Article 58 of the Federal Law "On Joint Stock Companies", the quorum on this issue on the agenda is present and makes 97.582%.

#### **Results of the vote:**

<b>Voted for:</b>	10,269,606 (ten million two hundred sixty nine thousand three hundred six hundred and six), 73.91%
<b>Voted against:</b>	none
<b>Abstained:</b>	3,289,190 (three million two hundred eighty nine thousand one hundred ninety), 23.672%

The number of votes that were not counted due to invalidation of bulletins or otherwise, set forth in the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders - no.

#### **Decision taken under paragraph 8 of issue No. 3 on the agenda:**

**8.** Approve conclusion, amendment and addition, as well as termination of transactions for compulsory insurance of civil liability of the owner of hazardous production facility, owing to injury to victims of an accident or incident at the hazardous production facility between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:

**Parties of Transaction:** OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).

**Subject of Transaction:** compulsory insurance of civil liability of the owner of hazardous production facility, owing to injury to victims of an accident or incident at the hazardous production facility.

**Insurance sum:** maximum insurance sum for making a transaction - maximum 600,000,000 rubles per year.

**Insurance premium:** maximum insurance premium, for making transactions - maximum 1,000,000 rubles per year.

**Draft decision put to the vote:**

9. Approve conclusion, amendment and addition, as well as termination of transactions for compulsory insurance of civil liability of the owners of temporary storage/customs warehouses owing to injury to goods belonging to other persons in the custody or violation of other conditions of storage contracts between OJSC "TransContainer" and third parties, between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:

**Parties of Transaction:** OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).

**Subject of Transaction:** compulsory insurance of civil liability of the owners of temporary storage/customs warehouses owing to injury to goods belonging to other persons in the custody or violation of other conditions of storage contracts between OJSC "TransContainer" and third parties.

**Insurance sum:** maximum insurance sum for making a transaction - maximum 150,000,000 rubles per year.

**Insurance premium:** maximum insurance premium, for making transactions - maximum 400,000 rubles per year.

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

The number of votes falling on the voting shares of the Company under this issue on the agenda of the Extraordinary General Meeting, identified subject to certain provisions of para. 4.20 of the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders: 13,894,778 (thirteen million eight hundred ninety four thousand seven hundred seventy eight).

The number of votes in possession of persons that attended the Extraordinary General Meeting of Shareholders on this issue on the agenda: 13,558,796 (thirteen million five hundred fifty eight thousand seven hundred ninety-six).

In accordance with Article 58 of the Federal Law "On Joint Stock Companies", the quorum on this issue on the agenda is present and makes 97.582%.

**Results of the vote:**

<b>Voted for:</b>	10,269,606 (ten million two hundred sixty nine thousand three hundred six hundred and six), 73.91%
<b>Voted against:</b>	none
<b>Abstained:</b>	3,289,190 (three million two hundred eighty nine thousand one hundred ninety), 23.672%

The number of votes that were not counted due to invalidation of bulletins or otherwise, set forth in the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders - no.

**Decision taken under paragraph 9 of issue No. 3 on the agenda:**

9. Approve conclusion, amendment and addition, as well as termination of transactions for compulsory insurance of civil liability of the owners of temporary storage/customs warehouses owing to injury to goods belonging to other persons in the custody or violation of other conditions of storage contracts between OJSC "TransContainer" and third parties, between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:

**Parties of Transaction:** OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).

**Subject of Transaction:** compulsory insurance of civil liability of the owners of temporary storage/customs warehouses owing to injury to goods belonging to other persons in the custody or violation of other conditions of storage contracts between OJSC "TransContainer" and third parties.

**Insurance sum:** maximum insurance sum for making a transaction - maximum 150,000,000 rubles per year.

**Insurance premium:** maximum insurance premium, for making transactions - maximum 400,000 rubles per year.

**Draft decision put to the vote:**

**10.** Establish that decisions referred to in paragraphs 2-9 are valid until the next Annual General Meeting of Shareholders of OJSC "TransContainer".

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

The number of votes falling on the voting shares of the Company under this issue on the agenda of the Extraordinary General Meeting, identified subject to certain provisions of para. 4.20 of the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders: 13,894,778 (thirteen million eight hundred ninety four thousand seven hundred seventy eight).

The number of votes in possession of persons that attended the Extraordinary General Meeting of Shareholders on this issue on the agenda: 13,558,796 (thirteen million five hundred fifty eight thousand seven hundred ninety-six).

In accordance with Article 58 of the Federal Law "On Joint Stock Companies", the quorum on this issue on the agenda is present and makes 97.582%.

**Results of the vote:**

<b>Voted for:</b>	9,780,672 (nine million seven hundred eighty thousand six hundred seventy two), 70.391%
<b>Voted against:</b>	none
<b>Abstained:</b>	1,290,734 (one million two hundred and ninety thousand seven hundred thirty-four), 9.289%

The number of votes that were not counted due to invalidation of bulletins or otherwise, set forth in the Provision on additional requirements to the procedure of preparation, convening, and holding of the General Meeting of Shareholders - 2,487,390 (two million four hundred eighty seven thousand three hundred and ninety), 17.902%.

**Decision taken under paragraph 10 of issue No. 3 on the agenda:**

**10.** Establish that decisions referred to in paragraphs 2-9 are valid until the next Annual General Meeting of Shareholders of OJSC "TransContainer".

Chairman  
of the General Meeting of Shareholders of  
OJSC "TransContainer" Z.B. Rymzhanova

Secretary of Extraordinary  
General Meeting of Shareholders  
OJSC "TransContainer"

Yu.B. Gelfer