

OPEN JOINT-STOCK COMPANY

**CENTRE FOR THE TRANSPORT OF GOODS IN CONTAINERS
(TRANSCONTAINER)**

Registered address: 107228, Moscow, Ulitsa Novoryazanskaya, 12

Postal address: 107174, Moscow, Kalanchevskaya Street, 6/2

**Voting Bulletin No. 3
at the annual General Meeting of Shareholders
of JSC Center for the Transport of Goods in Containers (TransContainer)**

Date of annual General meeting of shareholders: June 28, 2011.

Time of annual General meeting of shareholders: 11:00 Moscow time.

Place of annual General meeting of shareholders: Moscow, Tverskaya Street, 26/1, Marriot Grand Hotel, Grand Ballroom Hall.

Form of annual General meeting of shareholders: in-person meeting with prior delivery of bulletins.

Information on the shareholder:

1. Full name (corporate name) of shareholder

2. Location: _____

3. Number of voting shares held by the shareholder: _____

4. Percentage of the voting shares held by the shareholder in the total of voting shares:

Issue 3 of the agenda

Approval of the annual report of the Company for 2010.

Resolution:

To approve the annual report of the Company for 2010.

(Appendix No. 2 to the minutes of the annual General Meeting of Shareholders).

FOR	AGAINST	ABSTAINED
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2

(signature of shareholder/proxy)

_____ (number of votes)	_____ (number of votes)	_____ (number of votes)
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(Leave your variant of voting uncrossed)

Issue 4 of the agenda

Approval of the annual accounting statements, including the profit and loss report (profit and loss accounts).

Resolution:

To approve the annual accounting statements of JSC TransContainer for 2010, including the profit and loss report (profit and loss accounts) (Appendix No. 3 to the minutes of the annual General Meeting of Shareholders).

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

Issue 5 of the agenda

Distribution of loss and profit according to the financial year results.

Resolution:

1. To approve the following distribution of net profit gained as a result of the activities of JSC «TransContainer» for 2010:

Name of the Index	Amount, RUB
Net profit of 2010 shall be distributed as follows:	
Reserve Fund	20,207,743.19
Dividend	40,433,803.98
Sponsorship and Beneficent Aid	20,207,743.19
Remunerations to the Members of the Board of Directors	29,662,651.94
Annual Remunerations to the Members of Committees	3,508,110.00
Remunerations to the Members of the Review Commission	702,900.00
Financing of Investing Activities	249,016,425.05
Total	363,739,377.35

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

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(signature of shareholder/proxy)

(Leave your variant of voting uncrossed)

2. Do not distribute the net profit gained as a result of the activities of the Company for 2010 in the amount of RUB40,415,486.38.

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

Issue 6 of the agenda

Payment (declaration) of dividends according to the financial year results.

Resolution:

Pay dividends for 2010 equal to 2,91 rubles per one ordinary share in cash before August, 28, 2011.

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

Issue 7 of the agenda

Payment of remuneration and compensations to members of the Board of Directors of the Company.

Resolution:

To pay annual remuneration to members of the Board of Directors in accordance with the Regulations for payment of remuneration and compensations to members of the Board of Directors.

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

Issue 8 of the agenda

Payment of remuneration and compensations to members of the Internal Audit Committee of the Company.

(signature of shareholder/proxy)

Resolution:

O.B. Ivanov: 30-fold minimum salary applicable in JSC Russian Railways (taking into account the 50% supplement payable to the Chairman of the Internal Audit Committee)

A.N. Chernyavskaya: 20-fold minimum salary applicable in JSC Russian Railways

L.A. Bulgakova: 20-fold minimum salary applicable in JSC Russian Railways

S.V. Davydov: 10-fold minimum salary applicable in JSC Russian Railways

N.A.Lem: 20-fold minimum salary applicable in JSC Russian Railways

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

Issue 9 of the agenda**Approval of the Company Auditor.****Resolution:**

To approve audit firm PricewaterhouseCoopers Audit as the Company Auditor.

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

Issue 10 of the agenda**Election of members of the Internal Audit Committee of the Company.****Resolution:**

Elect the below persons as members of the Internal Audit Committee of JSC TransContainer:

1. Aleksandr Yurievich Romanov

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

2. Sergei Vladimirovich Davydov

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(signature of shareholder/proxy)

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

3. Anna Nikolaevna Chernyavskaya

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

4. Oleg Borisovich Ivanov

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

5. Natalia Alekseevna Lem

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

6. Irina Vladimirovna Skrobot

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

7. Vladimir Ilyich Borisushkin

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(signature of shareholder/proxy)

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

8. Vladimir Nikolaevich Yakhontov

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

Issue 11 of the agenda

Approval of related-party transactions.

Resolution:

11.1. To approve the execution, amendments and supplements, and termination of contracts of service and work between JSC TransContainer and JSC Russian Railways, that are related-party transactions and may be entered into in the future on the following conditions:

Parties to the Contract: JSC Russian Railways and JSC TransContainer.

Subject-matter of the Contract: provision of services and execution of work related to the arranging of transportation or transporting by rail or other mode of transport (including forwarding services, work and services related to import/export, loading/unloading, storage of containers and goods), arrangement of transportation of containers and goods (including on special conditions), arrangement of transportation of containers and goods by motor transport, development of cargo loading and securing schemes, development and issue of specifications;

agency services related to the arranging of transportation or transporting;

procedure of payment for services related to the arranging of transportation or transporting;

services of temporary placing (laytime) of empty cars on common-use tracks of JSC Russian Railways;

Price of the Contract: the maximum amount of each contract shall not exceed 200 million rubles a year.

(signature of shareholder/proxy)

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

11.2. To approve the execution, amendments and supplements, and termination of contracts of service and work between JSC TransContainer and Oy ContainerTrans Scandinavia Ltd, that are related-party transactions and may be entered into in the future on the following conditions:

Parties to the Contract: Oy ContainerTrans Scandinavia Ltd and JSC TransContainer.

Subject-matter of the Contract: provision of services and execution of work related to the arranging of transportation or transporting by rail or other mode of transport (including forwarding services, work and services related to import/export, loading/unloading, storage of containers and goods), arrangement of transportation of containers and goods (including on special conditions), arrangement of transportation of containers and goods by motor transport, development of cargo loading and securing schemes, development and issue of specifications;

agency services related to the arranging of transportation or transporting;

procedure of payment for services related to the arranging of transportation or transporting;

Price of the Contract: the maximum amount of each contract shall not exceed 100 million rubles a year.

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

11.3. To approve the execution, amendments and supplements, and termination of contracts of service and work between JSC TransContainer and Trans-Eurasia Logistics GmbH, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: Trans-Eurasia Logistics GmbH and JSC TransContainer.

Subject-matter of the Contract: provision of services and execution of work related to the arranging of transportation or transporting by rail or other mode of transport (including forwarding services, work and services related to import/export, loading/unloading, storage of containers and goods), arrangement of transportation of containers and goods (including on special conditions), arrangement of transportation of containers and goods by motor transport, development of cargo loading and securing schemes,

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(signature of shareholder/proxy)

development and issue of specifications;

agency services related to the arranging of transportation or transporting;

procedure of payment for services related to the arranging of transportation or transporting;

Price of the Contract: the maximum amount of each contract shall not exceed 100 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.4. To approve the execution, amendments and supplements, and termination of contracts of service and work between JSC TransContainer and TransContainer - Slovakia, a.s., that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: TransContainer - Slovakia, a.s. and JSC TransContainer.

Subject-matter of the Contract: provision of services and execution of work related to the arranging of transportation or transporting by rail or other mode of transport (including forwarding services, work and services related to import/export, loading/unloading, storage of containers and goods), arrangement of transportation of containers and goods (including on special conditions), arrangement of transportation of containers and goods by motor transport, development of cargo loading and securing schemes, development and issue of specifications;

agency services related to the arranging of transportation or transporting;

procedure of payment for services related to the arranging of transportation or transporting;

Price of the Contract: the maximum amount of each contract shall not exceed 100 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.5. To approve the execution, amendments and supplements, and termination of contracts of service and work between JSC TransContainer and TransContainer Asia Pacific, Ltd., that are related-party transactions and may be entered into in the future, on the following conditions:

(signature of shareholder/proxy)

Parties to the Contract: TransContainer Asia Pacific, Ltd. and JSC TransContainer.

Subject-matter of the Contract: provision of services and execution of work related to the arranging of transportation or transporting by rail or other mode of transport (including forwarding services, work and services related to import/export, loading/unloading, storage of containers and goods), arrangement of transportation of containers and goods (including on special conditions), arrangement of transportation of containers and goods by motor transport, development of cargo loading and securing schemes, development and issue of specifications;

agency services related to the arranging of transportation or transporting;

procedure of payment for services related to the arranging of transportation or transporting;

Price of the Contract: the maximum amount of each contract shall not exceed 100 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.6. To approve the execution, amendments and supplements, and termination of contracts of service and work between JSC TransContainer and JSC Kedenttransservis, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC Kedenttransservis and JSC TransContainer.

Subject-matter of the Contract: provision of services and execution of work related to the arranging of transportation or transporting by rail or other mode of transport (including forwarding services, work and services related to import/export, loading/unloading, storage of containers and goods), arrangement of transportation of containers and goods (including on special conditions), arrangement of transportation of containers and goods by motor transport, development of cargo loading and securing schemes, development and issue of specifications;

agency services related to the arranging of transportation or transporting;

procedure of payment for services related to the arranging of transportation or transporting;

Price of the Contract: the maximum amount of each contract shall not exceed 100 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

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(signature of shareholder/proxy)

11.7. To approve the execution, amendments and supplements, and termination of contracts of service and work between JSC TransContainer and JSC RZD Logistics, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC RZD Logistics and JSC TransContainer.

Subject-matter of the Contract: provision of services and execution of work related to the arranging of transportation or transporting by rail or other mode of transport (including forwarding services, work and services related to import/export, loading/unloading, storage of containers and goods), arrangement of transportation of containers and goods (including on special conditions), arrangement of transportation of containers and goods by motor transport, development of cargo loading and securing schemes, development and issue of specifications;

agency services related to the arranging of transportation or transporting;

procedure of payment for services related to the arranging of transportation or transporting;

Price of the Contract: the maximum amount of each contract shall not exceed 100 million rubles a year.

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

11.8. To approve the execution, amendments and supplements, and termination of contracts of service and work between JSC TransContainer and TransContainer Europe GmbH, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: TransContainer Europe GmbH and JSC TransContainer.

Subject-matter of the Contract: provision of services and execution of work related to the arranging of transportation or transporting by rail or other mode of transport (including forwarding services, work and services related to import/export, loading/unloading, storage of containers and goods), arrangement of transportation of containers and goods (including on special conditions), arrangement of transportation of containers and goods by motor transport, development of cargo loading and securing schemes, development and issue of specifications;

agency services related to the arranging of transportation or transporting;

procedure of payment for services related to the arranging of transportation or transporting;

Price of the Contract: the maximum amount of each contract shall not exceed 100 million rubles a year.

FOR	AGAINST	ABSTAINED

(signature of shareholder/proxy)

_____ (number of votes)	_____ (number of votes)	_____ (number of votes)
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(Leave your variant of voting uncrossed)

11.9. To approve the execution, amendments and supplements, and termination of contracts of service and work between JSC TransContainer and JSC South Caucasian Railway, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC South Caucasian Railway and JSC TransContainer.

Subject-matter of the Contract: provision of services and execution of work related to the arranging of transportation or transporting by rail or other mode of transport (including forwarding services, work and services related to import/export, loading/unloading, storage of containers and goods), arrangement of transportation of containers and goods (including on special conditions), arrangement of transportation of containers and goods by motor transport, development of cargo loading and securing schemes, development and issue of specifications;

agency services related to the arranging of transportation or transporting;

procedure of payment for services related to the arranging of transportation or transporting;

Price of the Contract: the maximum amount of each contract shall not exceed 100 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.10. To approve the execution, amendments and supplements, and termination of contracts of service and work between JSC TransContainer and Yamal Railway Company, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: Yamal Railway Company and JSC TransContainer.

Subject-matter of the Contract: provision of services and execution of work related to the arranging of transportation or transporting by rail or other mode of transport (including forwarding services, work and services related to import/export, loading/unloading, storage of containers and goods), arrangement of transportation of containers and goods (including on special conditions), arrangement of transportation of containers and goods by motor transport, development of cargo loading and securing schemes, development and issue of specifications;

agency services related to the arranging of transportation or transporting;

procedure of payment for services related to the arranging of transportation or transporting;

Price of the Contract: the maximum amount of each contract shall not exceed

(signature of shareholder/proxy)

100 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.11. To approve the execution, amendments and supplements, and termination of contracts of service and work between JSC TransContainer and Yakutia Railways, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: Yakutia Railways and JSC TransContainer.

Subject-matter of the Contract: provision of services and execution of work related to the arranging of transportation or transporting by rail or other mode of transport (including forwarding services, work and services related to import/export, loading/unloading, storage of containers and goods), arrangement of transportation of containers and goods (including on special conditions), arrangement of transportation of containers and goods by motor transport, development of cargo loading and securing schemes, development and issue of specifications;

agency services related to the arranging of transportation or transporting;

procedure of payment for services related to the arranging of transportation or transporting;

Price of the Contract: the maximum amount of each contract shall not exceed 100 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.12. To approve the execution, amendments and supplements, and termination of contracts of service and work between JSC TransContainer and JSC Zheldorremmash, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC Zheldorremmash and JSC TransContainer.

Subject-matter of the Contract provision of services and execution of work related to the arranging of transportation or transporting by rail or other mode of transport (including forwarding services, work and services related to import/export, loading/unloading, storage of containers and goods), arrangement of transportation of containers and goods (including on special conditions), arrangement of transportation of containers

and goods by motor transport, development of cargo loading and securing schemes, development and issue of specifications;

procedure of payment for services related to the arranging of transportation or transporting;

Price of the Contract: the maximum amount of each contract shall not exceed 100 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.13. To approve the execution, amendments and supplements, and termination of contracts of service and work between JSC TransContainer and JSC ELTEZA, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC ELTEZA and JSC TransContainer.

Subject-matter of the Contract: provision of services and execution of work related to the arranging of transportation or transporting by rail or other mode of transport (including forwarding services, work and services related to import/export, loading/unloading, storage of containers and goods), arrangement of transportation of containers and goods (including on special conditions), arrangement of transportation of containers and goods by motor transport, development of cargo loading and securing schemes, development and issue of specifications;

procedure of payment for services related to the arranging of transportation or transporting;

Price of the Contract: the maximum amount of each contract shall not exceed 100 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.14. To approve the execution, amendments and supplements, and termination of contracts of service and work between JSC TransContainer and JSC RZDStroy, that are related-party transactions and may be entered into in the future, on the following conditions:

may be entered into in the future, on the following conditions:

Parties to the Contract: JSC RZDStroy and JSC TransContainer.

Subject-matter of the Contract: provision of services and execution of work

(signature of shareholder/proxy)

related to the arranging of transportation or transporting by rail or other mode of transport (including forwarding services, work and services related to import/export, loading/unloading, storage of containers and goods), arrangement of transportation of containers and goods (including on special conditions), arrangement of transportation of containers and goods by motor transport, development of cargo loading and securing schemes, development and issue of specifications;

procedure of payment for services related to the arranging of transportation or transporting;

Price of the Contract: the maximum amount of each contract shall not exceed 100 million rubles a year.

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

11.15. To approve the execution, amendments and supplements, and termination of contracts of provision of services between JSC TransContainer and JSC Federal Passenger Company, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC Federal Passenger Company and JSC TransContainer.

Subject-matter of the Contract: provision of the forwarding services related to the transportation of by goods railway, water or motor transport, or the provision of others forwarding services in arranging the movement of domestic, import, export or transit goods;

procedure of payment for services related to the arranging of transportation or transporting;

Price of the Contract: the maximum amount of each contract shall not exceed 100 million rubles a year.

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

11.16. To approve entering into, amending and terminating transactions for provision of services and performance of work between JSC TransContainer and JSC Railcar Repair Company 1, which are related party transactions, that may be entered into in the future, on the following conditions:

Parties to the transaction: JSC Railcar Repair Company 1 and JSC TransContainer.

 (signature of shareholder/proxy)

Subject matter of the transaction: performance of work related to scheduled repairs (roundhouse servicing and overhaul repair), including with the extension of service life, of freight cars, wheel sets;

performance of work related to refurbishment of freight cars with extension of their service life;

performance of work related to loading (unloading) of assembly units, parts and wheel sets.

Price of the transaction: the maximum amount of each transaction shall not exceed 550 million rubles per year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.17. To approve entering into, amending and terminating transactions for provision of services and performance of work between JSC TransContainer and JSC Railcar Repair Company 2, which are related party transactions, that may be entered into in the future, on the following conditions:

Parties to the transaction: JSC Railcar Repair Company 2 and JSC TransContainer.

Subject matter of the transaction: performance of work related to scheduled repairs (roundhouse servicing and overhaul repair), including with the extension of service life, of freight cars, wheel sets;

performance of work related to refurbishment of freight cars with extension of their service life;

performance of work related to loading (unloading) of assembly units, parts and wheel sets.

Price of the transaction: the maximum amount of each transaction shall not exceed 550 million rubles per year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.18. To approve entering into, amending and terminating transactions for provision of services and performance of work between JSC TransContainer and JSC Railcar Repair Company 3, which are related party transactions, that may be entered into in the future, on the following conditions:

Parties to the transaction: JSC Railcar Repair Company 3 and JSC TransContainer.

Subject matter of the transaction: performance of work related to scheduled repairs (roundhouse servicing and overhaul repair), including with the extension of service life, of

(signature of shareholder/proxy)

freight cars, wheel sets;

performance of work related to refurbishment of freight cars with extension of their service life;

performance of work related to loading (unloading) of assembly units, parts and wheel sets.

Price of the transaction: the maximum amount of each transaction shall not exceed 400 million rubles per year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.19. To approve the execution, amendments and supplements, and termination of contracts of accomplishment of works between JSC TransContainer and JSC Russian Railways, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC Russian Railways and JSC TransContainer.

Subject-matter of the Contract: accomplishment of works on repair of cars, containers, motor transport, cargo handling technics and other property of JSC TransContainer.

Price of the Contract: the maximum amount of each contract shall not exceed 100 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.20. To approve the execution, amendments and supplements, and termination of contracts of provision of utility, maintenance, administration and household services between JSC TransContainer and JSC Russian Railways, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC Russian Railways and JSC TransContainer.

Subject-matter of the Contract: provision of utility, maintenance, administration and household services (including heat energy supply (heating, heat supply), water disposal, potable water supply/receipt, sewage discharge, building (premises) maintenance, correspondence delivery, and catering services.

Price of the Contract: the maximum amount of each contract shall not exceed 25 million rubles a year.

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(signature of shareholder/proxy)

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

11.21. To approve the execution, amendments and supplements, and termination of contracts of compensation for utility, maintenance, administration and household expenses between JSC TransContainer and JSC Russian Railways, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC Russian Railways and JSC TransContainer.

Subject-matter of the Contract: compensation for utility, maintenance, administration and household expenses (payment of expenses).

Price of the Contract: the maximum amount of each contract shall not exceed 25 million rubles a year.

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

11.22. To approve the execution, amendments and supplements, and termination of contracts of provision of information services between JSC TransContainer and JSC Russian Railways, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC Russian Railways and JSC TransContainer.

Subject-matter of the Contract: provision of information services (including comprehensive information services, development, improvement and support of information (automated) systems or other software, and electronic data exchange).

Price of the Contract: the maximum amount of each contract shall not exceed 50 million rubles a year.

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

11.23. To approve the execution, amendments and supplements, and termination of contracts of provision of information services between JSC TransContainer and JSC

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(signature of shareholder/proxy)

NIIAS, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC NIIAS and JSC TransContainer.

Subject-matter of the Contract: provision of information services (including comprehensive information services, development, improvement and support of information (automated) systems or other software, and electronic data exchange).

Price of the Contract: the maximum amount of each contract shall not exceed 50 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.24. To approve the execution, amendments and supplements, and termination of contracts of maintenance, relocation, connection, adjustment of computers and other equipment between JSC TransContainer and JSC Russian Railways, that are related-party transactions on the following conditions:

Parties to the Contract: JSC Russian Railways and JSC TransContainer.

Subject-matter of the Contract: maintenance, relocation, connection, adjustment of computers and other equipment.

Price of the Contract: the maximum amount of each contract shall not exceed 50 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.25. To approve the execution, amendments and supplements, and termination of contracts of provision of information services between JSC TransContainer and JSC TransTeleCom, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC TransTeleCom and JSC TransContainer.

Subject-matter of the Contract: provision of information services (including comprehensive information services, development, improvement and support of information (automated) systems or other software, and electronic data exchange).

Price of the Contract: the maximum amount of each contract shall not exceed 50 million rubles a year.

(signature of shareholder/proxy)

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.26. To approve the execution, amendments and supplements, and termination of contracts of maintenance, relocation, connection, adjustment of computers and other equipment between JSC TransContainer and JSC TransTeleCom, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC TransTeleCom and JSC TransContainer.

Subject-matter of the Contract: maintenance, relocation, connection, adjustment of computers and other equipment.

Price of the Contract: the maximum amount of each contract shall not exceed 50 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.27. To approve the execution, amendments and supplements, and termination of contracts of opening and maintaining of bank accounts in rubles or foreign currency between JSC TransContainer and JSC TransCreditBank, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC TransCreditBank and JSC TransContainer.

Subject-matter of the Contract: opening and maintaining of bank accounts in rubles or foreign currency;

Price of the Contract: the maximum amount of each contract shall not exceed 25 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.28. To approve the execution, amendments and supplements, and termination of contracts of settlement and cash services (including by using electronic documents) between JSC TransContainer and JSC TransCreditBank, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC TransCreditBank and JSC TransContainer.

Subject-matter of the Contract: settlement and cash services (including by using electronic documents).

(signature of shareholder/proxy)

Price of the Contract: the maximum amount of each contract shall not exceed 25 million rubles a year.

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

11.29. To approve the execution, amendments and supplements, and termination of contracts of corporate bank cards servicing between JSC TransContainer and JSC TransCreditBank, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC TransCreditBank and JSC TransContainer.

Subject-matter of the Contract: corporate bank cards servicing.

Price of the Contract: the maximum amount of each contract shall not exceed 25 million rubles a year.

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

11.30. To approve the execution, amendments and supplements, and termination of contracts of services related to salary payment and other payments between JSC TransContainer and JSC TransCreditBank, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC TransCreditBank and JSC TransContainer.

Subject-matter of the Contract: services related to salary payment and other payments.

Price of the Contract: the maximum amount of each contract shall not exceed 25 million rubles a year.

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

11.31. To approve the execution, amendments and supplements, and termination of contracts of cash collection, acceptance, counting and crediting to account between JSC TransContainer and JSC TransCreditBank, that are related-party transactions and may be entered into in the future, on the following conditions:

(signature of shareholder/proxy)

Parties to the Contract: JSC TransCreditBank and JSC TransContainer.

Subject-matter of the Contract: collection, acceptance, counting and crediting to account.

Price of the Contract: the maximum amount of each contract shall not exceed 25 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.32. to approve the execution, amendments and supplements, and termination of contracts of cash collection, acceptance, counting and crediting to account between JSC TransContainer, JSC TransCreditBank and the Russian Cash Collection Association (ROSINKAS) of the Central Bank of the Russian Federation (Bank of Russia), that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC TransCreditBank, JSC TransContainer and ROSINKAS.

Subject-matter of the Contract: collection, acceptance, counting and crediting to account .

Price of the Contract: the maximum amount of each contract shall not exceed 25 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.33. To approve the execution, amendments and supplements, and termination of contracts for services related to the transfer to corporate employees of money for business trip needs and other needs between JSC TransContainer and JSC TransCreditBank, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC TransCreditBank and JSC TransContainer.

Subject-matter of the Contract: services related to the transfer to corporate employees of money for business trip needs and other needs;

Price of the Contract: the maximum amount of each contract shall not exceed 25 million rubles a year.

FOR	AGAINST	ABSTAINED
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(signature of shareholder/proxy)

_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

11.34. To approve the execution, amendments and supplements, and termination of contracts of opening and maintaining of bank accounts in rubles or foreign currency between JSC TransContainer and JSC KIT Finance Investment Bank, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC KIT Finance Investment Bank and JSC TransContainer.

Subject-matter of the Contract: opening and maintaining of bank accounts in rubles or foreign currency;

Price of the Contract: the maximum amount of each contract shall not exceed 25 million rubles a year.

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

11.35. To approve the execution, amendments and supplements, and termination of contracts for R&D work, engineering survey or structural engineering between JSC TransContainer and JSC VNIIZhT, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC VNIIZhT and JSC TransContainer.

Subject-matter of the Contract: R&D work, engineering survey or structural engineering;

Price of the Contract: the maximum amount of each contract shall not exceed 100 million rubles a year.

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

11.36. To approve the execution, amendments and supplements, and termination of contracts for R&D work, engineering survey or structural engineering between JSC TransContainer and JSC NIIS, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC NIIS and JSC TransContainer.

Subject-matter of the Contract: R&D work, engineering survey or structural engineering;

(signature of shareholder/proxy)

Price of the Contract: the maximum amount of each contract shall not exceed 100 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.37. To approve the execution, amendments and supplements, and termination of contracts for sanatorium and recreation services between JSC TransContainer and JSC Russian Railways, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC Russian Railways and JSC TransContainer.

Subject-matter of the Contract: provision of sanatorium and recreation services;

Price of the Contract: the maximum amount of each contract shall not exceed 15 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.38. To approve the execution, amendments and supplements, and termination of contracts for sanatorium and recreation services between JSC TransContainer and JSC RZD-Zdorovye, that are related-party transactions and may be entered into in the future, on the following conditions:

Parties to the Contract: JSC RZD-Zdorovye and JSC TransContainer.

Subject-matter of the Contract: provision of sanatorium and recreation services;

Price of the Contract: the maximum amount of each contract shall not exceed 15 million rubles a year.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.39. to approve the execution of Supplementary Agreements on renewal of the validity term and change of bank details, location, postal address, contact telephone or fax numbers of the Parties under Contract of lease of medium-tonnage containers between JSC TransContainer and JSC Russian Railways No. 106-zhd of October 15,

24

(signature of shareholder/proxy)

2007.

Parties to the Contract: JSC Russian Railways as the Lessee and JSC TransContainer as the Lessor.

Subject-matter of the Contract: renewal of validity term and change of bank details location, postal address, contact telephone or fax numbers of the Parties.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.40. To approve the execution of Supplementary Agreements on renewal of the validity term and change of bank details, location, postal address, contact telephone or fax numbers of the Parties and adjustment of the amount of fee payable to JSC TransContainer for initial/final operations at the adjustment rate applicable to the goods transportation tariffs as per Price List 10-01 set by the federal executive authorities of the Russian Federation, under Agreement on the procedure of cooperation of JSC Russian Railways and JSC TransContainer at container terminals belonging to JSC TransContainer No. 26/417 of June 31, 2006.

Parties to the Contract: JSC Russian Railways and JSC TransContainer.

Subject-matter of the Contract: renewal of the validity term and change of bank details, location, postal address, contact telephone or fax numbers of the Parties and adjustment of the amount of fee payable to JSC TransContainer for initial/final operations at the adjustment rate applicable to the goods transportation tariffs as per Price List 10-01 set by the federal executive authorities of the Russian Federation.

FOR	AGAINST	ABSTAINED
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

(Leave your variant of voting uncrossed)

11.41. To approve the entering into Supplementary Agreement No. 6 to Contract No. 242 of December 31, 2009 between JSC Russian Railways (Central Directorate of Freight Car Repair) and JSC TransContainer, as a related-party transaction, on the following conditions:

Parties to the Supplementary Agreement: JSC TransContainer as the Client and JSC Russian Railways (Central Directorate of Freight Car Repair) as the Contractor.

Subject-matter of the Supplementary Agreement:

1. To make the following amendments in the Contract:

1.1. To amend subparagraph 3.1.4 of the Contract to read as follows:

“3.1.4. When any units or details of freight cars are revealed that are not subject to renovation, make a statement of defective units or details (Appendix No. 7) and replace

(signature of shareholder/proxy)

them by non-defective units or details in accordance with paragraph 3.1.1 of the Contract. If the Contractor has no such units or details available, such units or details shall be supplied by the Client.

The Contractor's roundhouse shall within one day inform the Client on the necessity to supply non-defective units or details along with faxing the statement of defective units or details to the Client.

When any units or details of freight cars are revealed that are not subject to renovation, that are covered by the manufacturer's warranty, a claim in accordance with form VU-41M shall be made. The Contractor shall keep the defective units or details safe until presented to the Client.

The Contractor's roundhouse shall dismantle defective units or details in accordance with requirements of the telegraph instruction of JSC Russian Railways No. VG-4348 of April 2, 2007."

1.2. To supplement the Contract with subparagraph 3.1.10 to read as follows:

"3.1.10. When a freight car is accepted for repair, clarify the freight car's technical characteristics in the manner provided for by Instructions for completing of registration form VU-24M as approved by Direction of JSC Russian Railways No. 3496r of October 29, 2004, and upon the Client' request make and serve the Client with Technical Passport Vu - 4M and an inspection report of technical condition of the freight car."

1.3. To amend paragraph 6.1 of the Contract to read as follows:

"6.1. The Warranty period for roundhouse servicing and overhaul of freight cars, including modernization of freight cars with renewal of their service life, repair of freight cars produced after 1995 with increasing of their distance run between overhauls up to 250 thousand km, shall be until the next scheduled repair, but not later than the term established by the Regulations for the maintenance and repair schedule of freight cars admitted to operation on common-use tracks in the international transportation (approved by The Council for Rail Transport of CIS States No. 47 of 22-23.11.2007 as amended or supplemented), starting from the date of registration of the notice of receipt of freight cars from repair in accordance with form VU—36M.

The Warranty period shall not cover:

- freight car units or details damaged during the loading or unloading;
- freight car units or details that failed due to physical wear or infringement by the Client of the rules and standards of rolling stock operation or car maintenance standards;

Failure of a car or its component shall constitute a warranty event on the basis of an inspection carried out with the participation of a representative of the Contractor and making of statement VU-41M with relevant appendices. Statement VU-41M confirming the fault of the Contractor shall be accepted by the Contractor's roundhouse that was recognized faulty according to the inspection results, if statement VU-41M is signed and does not contain any remarks of the director (or its substitute) of the Contractor's Roundhouse who took part in the investigation."

1.4. To amend paragraph 6.4 of the Contract to read as follows:

"6.4. The Client shall charge its expenses related to the improvement of defects resulting from any low-quality work done during the warranty period to the Contractor's roundhouse that performed scheduled repair, subject to the conditions provided for by paragraph 6.1 of the Contract."

1.5. To amend the Price list of repair work carried out during the scheduled repair of freight cars in accordance with the Guide for roundhouse repair of 1520 mm width freight cars TsV–587 and the Guide for roundhouse repair of 1520 mm width freight cars TsV–627 by Roundhouses of the Central Directorate of Freight Car Repair, a branch of JSC Russian Railways, regarding lines: number of work 1511-1518, 1527-1534 (Appendix No. 3 to the Contract) to read as shown in this Supplementary Agreement (Appendix No. 3).

1.6. Appendix No. 1 to the Contract “Schedule of placement of freight cars for repair” shall be amended to read as shown in this Supplementary Agreement (Appendix No. 1).

1.7. Appendix No. 9 to the Contract “Form of the work-done report (services)” shall be amended to read as shown in this Supplementary Agreement (Appendix No. 2).

1.8. To amend paragraph 11.1. Contract to read as follows:

“11.1. This Contract shall come into effect as of the date it is signed by the Parties and remain effective until June 30, 2011, and with regard to payments, until fully settled, and with regard to the warrantee, until the expiry date of the warranty period”.

Validity term of the Supplementary Agreement: the Supplementary Agreement shall come into effect as of the date it is signed by the Parties. The Supplementary Agreement, save as paragraph 1.6 of the Supplementary Agreement, shall apply to the relations of the Parties that existed before its effective date on January 3, 2011.

Par. 1.5 of the Supplementary Agreement shall apply to the relations of the Parties existing since January 3, 2011.

Par. 1.7 of the Supplementary Agreement shall apply to the relations of the Parties existing since January 3, 2011.

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

11.42. To determine that the decisions specified in paragraphs 11.1 to 11.40 shall be effective until the next annual General Meeting of Shareholders of JSC TransContainer.

FOR	AGAINST	ABSTAINED
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

(Leave your variant of voting uncrossed)

(signature of shareholder/proxy)

Explanation:

1) a voter has the right to choose only one variant of voting, except for cases of voting according to instructions of persons who purchased shares after the date of the list of persons who have the right to participate in the general meeting, or in accordance the instructions of owners of depositary securities;

if the bulletin provides for more than one variant of voting, in the fields meant for indicating the number of votes given for each variant of voting the number of votes given for relevant variant of voting should be specified, and a note shall be made that voting is held in accordance with the instructions of purchasers of the shares transferred after the date of the list of persons entitled to participate in the general meeting, and/or according to the instructions of owners of depositary securities;

a person voting by proxy issued in respect the shares transferred after the date of the list of persons entitled to participate in the general meeting, the field meant for indicating the number of votes opposite to the variant of voting should specify the number of votes given for that variant of voting, and a note shall be made that voting is by proxy issued in respect of the shares transferred after the date of the list of persons entitled to participate in the general meeting;

if after the date of the list of persons entitled to participate in n the general meeting not all shares have been transferred, in the field meant for indicating the number of votes opposite to the variant of voting the voter shall specify the number of votes given for that variant of voting and make a note that the part of shares is transferred after date of the list of persons entitled to participate in the general meeting. If in respect of the shares transferred after the date of the list of entitled to participate in the general meeting, instructions are given by purchasers of such shares that agree to the variant of voting, such votes shall be summarized;

2) voting bulletins filled in with infringement of the above stated requirements shall be recognized void, and votes on issues contained therein are not counted;

3) persons entitled to participate in the General meeting of shareholders may take part in the in General meeting of shareholders or file filled bulletins to the Company. Therefore, when counting the quorum and summarizing voting results, votes given in voting bulletins received by the Company not later than two days before date of the general meeting of shareholders shall be taken into account.

Bulletins can be filed to the following address: 125047, Moscow, Oruzheyniy Pereulok Street 19, reception office.

Signature of shareholder/proxy
(Unsigned bulletin is not valid)

(signature)

(by) _____