

JOINT-STOCK COMPANY

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

Registered office: 107228 Moscow, Novoryazanskaya Street 12

Post address: 107174 Moscow, Kalanchevskaya Street 6/2

**Voting Bulletin**  
**for the Extraordinary General Meeting of the Shareholders**  
**of JSC Centre for the Transport of Goods in Containers (TransContainer)**

**Date of the extraordinary General Meeting of the Shareholders:** December 21, 2010.

**Time of the extraordinary General Meeting of the Shareholders:** 11 a.m. (Moscow time).

**Place of the extraordinary General Meeting of the Shareholders:** Moscow, Oruzheyniy pereulok, 19, conference hall.

**Form of the extraordinary General Meeting of the Shareholders:** joint presence (with bulletins being sent in advance).

**Data on the Shareholder:**

1. Name of the shareholder: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Total number of the voting shares held by the shareholder: \_\_\_\_\_
4. Percentage of the voting shares held by the shareholder out of the total number of voting shares: \_\_\_\_\_

***Agenda Issue #1***

Amendments and Supplements to the Company's Articles of Association.

***Decided:***

To approve the Amendments and Supplements to the Articles of Association of JSC TransContainer (Annex No. 1 to the Minutes of the extraordinary General Meeting of the Shareholders).

<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAINED</b>
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

\_\_\_\_\_  
(Signature of the Shareholder's representative)

*(Leave your variant uncrossed)*

**Agenda Issue #2**

Approval of Related Party Transactions.

**Decided:**

**2.1.1.** To approve that the insured amount of the agreement on insurance of liability of directors and officials of JSC TransContainer between JSC TransContainer and OAO AlfaStrakhovanie in total for all types of insurance coverage and extensions (except for the extension for Independent Directors) is \$100,000,000.

**Franchise:**

Coverage A is not applied.

Coverage B:

In relation to Claims submitted to the USA or Canada: \$50,000.

In relation to Claims submitted to other countries: \$50,000.

Coverage C:

In relation to Claims submitted to the USA or Canada: \$250,000.

In relation to Securities Claims submitted to other countries: \$100,000.

Insurance Premium: USD 154.262,50

**2.1.2.** To approve an agreement (policy) on insurance of liability of directors and officials of JSC TransContainer between JSC TransContainer and OAO AlfaStrakhovanie that is a related party transaction upon the following terms:

**‘Insurer’:** OAO AlfaStrakhovanie

**‘Policy Holder’:** JSC TransContainer.

**Subject Matter:**

In compliance with all terms and conditions of the Insurance Agreement, the Insurer agrees to pay the insurance indemnity (as the case may be) to a corresponding Insured Person and (or) any other person entitled to such indemnity in any of the insured events set forth in this Policy in accordance with the Insurance Agreement.

Insurance Objects and Insured Events under the Insurance Agreement:

Coverage A (Paragraph 1.1 of the Policy Terms) (hereinafter, ‘Coverage A’)

The Insurance Object for Coverage A to the extent of insurance of a liability of any Insured Person for any Losses incurred by other persons is property interests of such Insured Person associated with his/her liability to reimburse for Losses incurred by other persons.

An insured event for Coverage A to the extent of insurance of a liability of any Insured Person for any Losses incurred by other persons is occurrence of all of the following events: (a) an obligation of any Insured Person to reimburse for any Losses incurred by other persons due to a Wrongful Act of the Insured Person at any time before or during the Insurance Period in accordance with applicable laws; and (b) initiation against such Insured Person of a Claim in respect to such Losses of other persons mentioned in clause (a) above during the Insurance Period; therefore, an insured event shall be deemed occurred as of the date when the Claim mentioned in clause (b) above is submitted. An actual insured event shall be thereafter acknowledged by the Insurer or proven by the court, the arbitration court, the third party arbitration court, or any other competent body/institution. For the avoidance of doubt, the Insurance Agreement also covers Losses that are incurred by any Insured Person and (or) that any Insured Person will incur upon expiry of the Insurance Period as a liability for Losses of other persons (including, without limitation, passing of judgments by the court, the arbitration court, the third-party arbitration court, or any similar body/institution upon expiry of the Insurance Period) but in respect with a Claim initiated during the Insurance Period.

The Insurance Object for Coverage A to the extent of insurance of any Losses of any Insured Person (other than those mentioned above) is property interests of the Insured Person associated with any Losses.

An insured event for Coverage A to the extent of insurance of any Losses of any Insured Person (other than those mentioned above) is any Losses caused by the Insured Person due to any Claim. Losses shall be deemed incurred by the Insured Person, and therefore, an Insured Event shall be deemed occurred on the date when any Claim is initiated against a corresponding Insured Person resulting in Losses of the Insured Person even if such Losses were not actually incurred. For the avoidance of doubt, the Insurance Agreement also covers Losses that are incurred by any Insured Person upon expiry of the Insurance Period but in respect with a Claim initiated during the Insurance Period.

Coverage B (Paragraph 1.2 of the Policy Terms) (hereinafter, 'Coverage B')

The Insurance Object for Coverage B is property interests of any Company associated with reimbursement by the Company for any Losses.

An insured event for Coverage B is incurrence by any Company of expenses associated with reimbursement by such Company for any Losses to any Insured Person and (or) another person for the benefit of any Insured Person with regard to any Claim initiated against any Insured Person and (or) liability of any Insured Person for Losses incurred by other persons. For the avoidance of doubt, the Insurance Agreement also covers expenses incurred by any Company upon expiry of the Insurance Period but in respect with a Claim initiated during the Insurance Period and (or) in respect with a liability of an Insured Person for Losses of other persons in relation to which the Claim was initiated during the Insurance Period.

Coverage C (Paragraph 1.3 of the Policy Terms) (hereinafter, 'Coverage C')

The Insurance Object for Coverage C to the extent of insurance of liability of any Company for any Losses incurred by other persons is property interests of such Company associated with his/her obligation to reimburse other persons for Losses.

An insured event for Coverage C to the extent of insurance of liability of any Company for any Losses incurred by other persons is occurrence of all of the following events: (a) an obligation of any Company to reimburse for any Losses incurred by other persons due to a Wrongful Act of the Company at any time before or during the Insurance Period in accordance with applicable laws; and (b) initiation against such Company of a Securities Claim in respect to Losses of other persons mentioned in clause (a) above during the Insurance Period; therefore, an insured event shall be deemed occurred as of the date when the Securities Claim mentioned in clause (b) above is submitted. An actual insured event shall be thereafter acknowledged by the Insurer or proven by the court, the arbitration court, the third party arbitration court, or any other competent body/institution. For the avoidance of doubt, the Insurance Agreement also covers Losses that are incurred by any Company and (or) that a Company will incur upon expiry of the Insurance Period as a liability for Losses of other persons (including, without limitation, passing of judgments by the court, the arbitration court, the third-party arbitration court, or a similar body (institution) upon expiry of the Insurance Period) but in respect with a Securities Claim initiated during the Insurance Period.

The Insurance Object for Coverage C to the extent of insurance of Losses of any Company (other than those mentioned above) is property interests of such Company associated with any Losses.

For the purposes of the Insurance Agreement any Claim or Claims that concern, are based on or associated with the same Wrongful Act (irrespective of when they are initiated) shall constitute the same Claim that was originally initiated against any Insured Person during the Insurance Period.

An insured event for Coverage C to the extent of insurance of any Losses of any Company (other than those mentioned above) is any Losses caused by such Company due to any Securities Claim. Losses shall be deemed incurred by the Company and, therefore, an Insured

Event shall be deemed occurred on the date when such Securities Claim is initiated against a corresponding Company resulting in Losses of the Company even if such Losses were not actually incurred. For the avoidance of doubt, the Insurance Agreement also covers any Losses that are incurred by any Company upon expiry of the Insurance Period but in respect with a Securities Claim initiated during the Insurance Period.

**The Insurance Period begins on:** November 08, 2010.

**The Insurance Period expires on:** November 07, 2011.

**Discovery Period:** 60 days without paying any additional premium unless a longer period is set forth in the Policy Terms.

1 year subject to payment of an additional premium of 90% of the Full Annual Premium

3 years subject to payment of an additional premium of 165% of the Full Annual Premium

6 years subject to payment of an additional premium of 240% of the Full Annual Premium

**Insured Amount:** \$100,000,000 in total for all types of coverage and extensions except for the extension for Independent Directors.

**Partial Property Insurance:** For the avoidance of doubt and for the purposes of article 949 of the Civil Code of the Russian Federation (as amended), the Insurer and the Policy Holder hereby agree that in any event the Insurer shall pay the insurance indemnity under the Insurance Agreement in the full amount of incurred Losses (or for the purposes of Coverage B, in the full amount of incurred expenses) to the extent of the Insured Amount, and the amount of the insurance indemnity shall not be reduced in proportion to the correlation of the Insured Amount to the insurance value of corresponding insured property interests.

**Franchise:** Coverage A is not applied.

Coverage B

In relation to Claims submitted to the USA or Canada: \$50,000.

In relation to Claims submitted to other countries: \$50,000.

Coverage C:

In relation to Claims submitted to the USA or Canada: \$250,000.

In relation to Securities Claims submitted to other countries: \$100,000.

Start date for continuous insurance: February 20, 2009.

Insurance Premium: **USD 154.262,50**

Insurance Coverage and Extensions: The Insurance Agreement provides for all types of insurance coverage and extensions mentioned in the Policy Terms.

Coverage Territory: the world.

Persons whose risk of liability is insured by the Insurance Agreement, and beneficiaries under the Insurance Agreement are determined in accordance with the Policy Terms.

### **Insured**

means any Company and/or any Insured Person.

### **Insured Person**

means any natural person (including non-Russian residents) who:

- (a) at any time prior to the commencement of the Policy Period was, or
- (b) at the commencement of the Policy Period is, or
- (c) at any time during the Policy Period becomes any of the following:
  - (i) any Director, including Independent Director, or Officer of any Company; or

- (ii) any Employee of any Company
  - (a) with respect to any Employment Practice Claim; or
  - (b) named as a co-defendant with any Director or Officer in any Claim in which such Employee is alleged to have participated or assisted in the commission of any Wrongful Act; or
  - (c) with respect to any Investigation; or
  - (d) with respect to any Securities Claim;
- (iii) any Outside Entity Director; or
- (iv) with respect to any Securities Claim, any in-house lawyer or compliance officer, who must comply with Sarbanes-Oxley; or
- (v) any Shadow Director; or
- (vi) any person who acts as a member of a committee established by or approved by the board of directors or similar management body of any Company; or
- (vii) any natural person named as a prospective Director or Officer in any listing particulars, prospectuses, memoranda, presentations or reports issued by any Company; or
- (viii) the spouse or domestic partner of any Insured Person (specified in (i)-(vii) above) for any Loss relating to any Claim in connection with any Wrongful Act of such Insured Person; or
- (ix) any administrator, heir, estate or legal representative, assign or executor of any deceased, incompetent, insolvent or bankrupt Insured Person (specified in (i)-(vii) above) for any Loss relating to any Claim in connection with any Wrongful Act of such Insured Person.

The Insurance Agreement becomes effective as of the date of its signing, and remains in effect until the expiry of the Insurance Period (the term of the Insurance Agreement).

The Policy Holder shall pay the insurance premium by transfer to the Insurer's settlement account within 45 days after the Policy Holder receives an invoice from the Insurer.

If the Policy Holder fails to pay the Insurance Premium in the amount and within the term set forth in the Policy, the Insurance Agreement shall terminate automatically as of the day following the deadline for payment of the Insurance Premium. The Insurer shall notify the Policy Holder in writing of early termination of the Insurance Agreement due to the above reason.

Upon early termination of the Agreement, the Policy Holder shall pay a part of the Insurance Premium in proportion to the actual term of the Insurance Agreement.

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

<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAINED</b>
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

*(Leave your variant uncrossed)*

**2.2.1.** To approve that the insured amount of the agreement (policy) on insurance of liability in relation to a securities offer between JSC TransContainer and OAO AlfaStrakhovanie

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(Signature of the Shareholder's representative)

in total for all types of insurance coverage and extensions (except for the extension for Independent Directors) is \$100,000,000.

**Franchise:**

Coverage A is not applied.

Coverage B:

In relation to Claims submitted to the USA or Canada: \$250,000.

In relation to Claims submitted to other countries: \$100,000.

Coverage C:

In relation to Claims submitted to the USA or Canada: \$250,000.

In relation to Securities Claims submitted to other countries: \$100,000.

For Coverage D:

In relation to Claims submitted to the USA or Canada: \$250,000.

In relation to Securities Claims submitted to other countries: \$100,000.

Insurance Premium: \$255,225

**2.2.2.** To approve an agreement (policy) on insurance of liability in relation to a securities offer between JSC TransContainer and OAO AlfaStrakhovanie that is a related party transaction upon the following terms:

**‘Insurer’:** OAO AlfaStrakhovanie

**‘Policy Holder’:** JSC TransContainer.

**Subject Matter:**

In compliance with all terms and conditions of the Insurance Agreement, the Insurer agrees to pay the insurance indemnity (as the case may be) to a corresponding Insured Person and (or) any other person entitled to such indemnity in any of the insured events set forth in this Policy in accordance with the Insurance Agreement.

Insurance Objects and Insured Events under the Insurance Agreement:

Coverage A (Paragraph 1.1 of the Policy Terms) (hereinafter, ‘Coverage A’)

The Insurance Object for Coverage A to the extent of insurance of a liability of any Insured Person for any Losses incurred by other persons is property interests of such Insured Person associated with his/her liability to reimburse for Losses incurred by other persons.

An insured event for Coverage A to the extent of insurance of a liability of any Insured Person for any Losses incurred by other persons is occurrence of all of the following events: (a) an obligation of any Insured Person to reimburse for any Losses incurred by other persons due to a Wrongful Act of the Insured Person at any time before or during the Insurance Period in accordance with applicable laws; and (b) initiation against such Insured Person of a Claim in respect to such Losses of other persons mentioned in clause (a) above during the Insurance Period; therefore, an insured event shall be deemed occurred as of the date when the Claim mentioned in clause (b) above is submitted. An actual insured event shall be thereafter acknowledged by the Insurer or proven by the court, the arbitration court, the third party arbitration court, or any other competent body/institution. For the avoidance of doubt, the Insurance Agreement also covers Losses that are incurred by any Insured Person and (or) that any Insured Person will incur upon expiry of the Insurance Period as a liability for Losses of other persons (including, without limitation, passing of judgments by the court, the arbitration court, the third-party arbitration court, or any similar body/institution upon expiry of the Insurance Period) but in respect with a Claim initiated during the Insurance Period.

The Insurance Object for Coverage A to the extent of insurance of any Losses of any Insured Person (other than those mentioned above) is property interests of the Insured Person associated with any Losses.

An insured event for Coverage A to the extent of insurance of any Losses of any Insured Person (other than those mentioned above) is any Losses caused by the Insured Person due to any Claim. Losses shall be deemed incurred by the Insured Person, and therefore, an Insured Event shall be deemed occurred on the date when any Claim is initiated against a corresponding

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(Signature of the Shareholder’s representative)

Insured Person resulting in Losses of the Insured Person even if such Losses were not actually incurred. For the avoidance of doubt, the Insurance Agreement also covers Losses that are incurred by any Insured Person upon expiry of the Insurance Period but in respect with a Claim initiated during the Insurance Period.

Coverage B (Paragraph 1.2 of the Policy Terms) (hereinafter, 'Coverage B')

The Insurance Object for Coverage B is property interests of any Company associated with reimbursement by the Company for any Losses.

An insured event for Coverage B is incurrence by any Company of expenses associated with reimbursement by such Company for any Losses to any Insured Person and (or) another person for the benefit of any Insured Person with regard to any Claim initiated against any Insured Person and (or) liability of any Insured Person for Losses incurred by other persons. For the avoidance of doubt, the Insurance Agreement also covers expenses incurred by any Company upon expiry of the Insurance Period but in respect with a Claim initiated during the Insurance Period and (or) in respect with a liability of an Insured Person for Losses of other persons in relation to which the Claim was initiated during the Insurance Period.

Coverage C (Paragraph 1.3 of the Policy Terms) (hereinafter, 'Coverage C')

The Insurance Object for Coverage C to the extent of insurance of liability of any Company for any Losses incurred by other persons is property interests of such Company associated with his/her obligation to reimburse other persons for Losses.

An insured event for Coverage C to the extent of insurance of liability of any Company for any Losses incurred by other persons is occurrence of all of the following events: (a) an obligation of any Company to reimburse for any Losses incurred by other persons due to a Wrongful Act of the Company at any time before or during the Insurance Period in accordance with applicable laws; and (b) initiation against such Company of a Claim in respect to Losses of other persons mentioned in clause (a) above during the Insurance Period; therefore, an insured event shall be deemed occurred as of the date when the Claim mentioned in clause (b) above is submitted. An actual insured event shall be thereafter acknowledged by the Insurer or proven by the court, the arbitration court, the third party arbitration court, or any other competent body/institution. For the avoidance of doubt, the Insurance Agreement also covers Losses that are incurred by any Company and (or) that a Company will incur upon expiry of the Insurance Period as a liability for Losses of other persons (including, without limitation, passing of judgments by the court, the arbitration court, the third-party arbitration court, or a similar body (institution) upon expiry of the Insurance Period) but in respect with a Claim initiated during the Insurance Period.

The Insurance Object for Coverage C to the extent of insurance of Losses of any Company (other than those mentioned above) is property interests of such Company associated with any Losses.

An insured event for Coverage C to the extent of insurance of any Losses of any Company (other than those mentioned above) is any Losses caused by such Company due to any Claim. Losses shall be deemed incurred by the Company and, therefore, an Insured Event shall be deemed occurred on the date when such Claim is initiated against a corresponding Company resulting in Losses of the Company even if such Losses were not actually incurred. For the avoidance of doubt, the Insurance Agreement also covers any Losses that are incurred by any Company upon expiry of the Insurance Period but in respect with a Claim initiated during the Insurance Period.

Coverage D (Paragraph 1.4 of the Policy Terms) (hereinafter, 'Coverage D')

The Insurance Object for Coverage D to the extent of insurance of liability of any Additional Insured Person for any Losses incurred by other persons is property interests of such Additional Insured Person associated with his/her obligation to reimburse other persons for Losses.

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(Signature of the Shareholder's representative)





other countries	\$100,000
Coverage C	
In relation to Claims submitted to the USA or Canada	\$250,000
In relation to Claims submitted to other countries	\$100,000
Coverage D	
In relation to Claims submitted to the USA or Canada	\$250,000
In relation to Claims submitted to other countries	\$100,000
Start date for continuous insurance	The start date of the Insurance Period
Insurance Premium	\$255,225
Insurance Coverage and Extensions	The Insurance Agreement provides for all types of insurance coverage and extensions mentioned in the Policy Terms.
Coverage Territory	The world
Selling Shareholder	1) Russian Railways 2) Any directors or officials of RZD, including, without limitation, Senior Vice-President, Vice-President, Head of the Department for Affiliates and Subsidiaries, Deputy Head of the Department for Affiliates and Subsidiaries, Head of the Finance Department, Deputy Head of the Finance Department.
Subsequent Documents	Submission of The Policy Holder shall submit to the Insurer final versions of documents listed in paragraph 2.27(i) and paragraph 2.27 (ii) of the Policy Terms, and of the Underwriting Agreement not later than November 20, 2010 (inclusively).

Persons whose risk of liability is insured by the Insurance Agreement, and beneficiaries under the Insurance Agreement are determined in accordance with the Policy Terms.

### **Insured**

means any of the following:

- (i) any Insured Person; and/or
- (ii) any Company; and/or
- (iii) any Additional Insured.

### **Insured Person**

means any natural person (including non-Russian residents) who:

- (a) at any time prior to the commencement of the Policy Period was, or
- (b) at the commencement of the Policy Period is, or
- (c) at any time during the Policy Period or the Discovery Period becomes any of the following:
  - (i) any Director, including Independent Director, or Officer of any Company; or
  - (x) any Shadow Director; or
  - (xi) any person who acts as a member of a committee established by or approved by the board of directors or similar management body of any Company; or
  - (xii) any natural person named as a prospective Director or Officer in any listing particulars, prospectuses, memoranda, presentations or reports issued by any Company; or
  - (xiii) the spouse or domestic partner of any Insured Person (specified in (i)-(iv) above) for any Loss relating to any Claim in connection with any Wrongful Act of such Insured Person; or
  - (xiv) any administrator, heir, estate or legal representative, assign or executor of any deceased, incompetent, insolvent or bankrupt Insured Person (specified in (i)-(iv) above) for any Loss relating to any Claim in connection with any Wrongful Act of such Insured Person.

The Insurance Agreement becomes effective as of the date of its signing, and remains in effect until the expiry of the Insurance Period (the term of the Insurance Agreement). The Policy Holder shall pay the insurance premium by transfer to the Insurer's settlement account within 7 business days after the Policy Holder receives an invoice from the Insurer.

If the Policy Holder fails to pay the Insurance Premium in the amount and within the term set forth in the Policy, the Insurance Agreement shall terminate automatically as of the day following the deadline for payment of the Insurance Premium. The Insurer shall notify the Policy Holder in writing of early termination of the Insurance Agreement due to the above reason.

Upon early termination of the Agreement, the Policy Holder shall pay a part of the Insurance Premium in proportion to the actual term of the Insurance Agreement.

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

<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAINED</b>
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

**2.3.** To approve Contract for scheduled repair of freight cars No. 242 of December 31, 2009 between RZD (Central Directorate for Repair of Freight Cars) and JSC TransContainer that is a related party transaction upon the following terms:

**Parties:** JSC TransContainer, the 'Customer', and RZD (Central Directorate for Repair of Freight Cars), the 'Contractor'.

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(Signature of the Shareholder's representative)

**Subject Matter:** The Customer engages the Contractor and agrees to pay for, and the Contractor agrees to carry out scheduled repair (depot, overhaul repair) of freight cars beneficially owned, leased or otherwise legally owned by the Customer (hereinafter, the ‘freight cars’) according to the schedule of delivery of freight cars for repair approved by the Parties (Annex No. 1) including repair of wheel sets involving replacement of components deflated in the course of scheduled repair procedures as agreed by the Parties.

Scheduled repair of freight cars including repair of wheel sets involving replacement of components shall be performed at car repair depots (hereinafter, the ‘Contractor’s Depots’) and car wheel shops (hereinafter, the ‘Contractor’s car wheel shops’) of the Central Directorate for Repair of Freight Cars, a branch of RZD. The list of the Contractor’s Depots and the Contractor’s car wheel shops is given in Annex No. 2 to the Contract and approved by the Parties with consideration for the range of runs of the Customer’s freight cars and production facilities of the Contractor’s Depots.

The Contractor shall load (unload) nods, parts and wheel sets of the Customer when they are delivered for repair and when non-repairable nods and parts are removed, and store them at the Depot premises.

**Contract Price:** The cost of depot and overhaul repair of a freight car shall be estimated based on its condition and actually performed repair work. The cost of repair work is indicated in the Price List of Repair Work (Annex No. 3) including 18% VAT and shall not exceed 1 billion rubles.

**Contract Term:** The Contract becomes effective as of the day of its signing by the Parties and remains in effect until December 31, 2010; to the extent of settlements, until all settlements are completed in full; to the extent of the guarantee, until the guarantee terms expires.

<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAINED</b>
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

**2.4.** To approve supplementary agreement No. 1 to Contract for scheduled repair of freight cars No. 242 of December 31, 2009 between JSC TransContainer and RZD (Central Directorate for Repair of Freight Cars) that is a related party transaction upon the following terms:

**Parties:** JSC TransContainer, the ‘Customer’, and RZD (Central Directorate for Repair of Freight Cars), the ‘Contractor’.

**Subject Matter:** Amending sections ‘2. Contract Price and Payment Procedure’, ‘3. Obligations of the Parties’, ‘5. Delivery and Acceptance of Work’, ‘7. Liability of the Parties’ of Contract for schedules repair of freight cars (Annex No. 6 to the Minutes of the meeting of the Board of Directors).

**Term:** The Supplementary Agreement becomes effective as of its signing by the Parties.

<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAINED</b>
_____ (number of votes)	_____ (number of votes)	_____ (number of votes)

\_\_\_\_\_  
(Signature of the Shareholder’s representative)

**2.5.** To approve supplementary agreement No. 2 to Contract for scheduled repair of freight cars No. 242 of December 31, 2009 between JSC TransContainer and RZD (Central Directorate for Repair of Freight Cars) that is a related party transaction upon the following terms:

**Parties:** JSC TransContainer, the ‘Customer’, and RZD (Central Directorate for Repair of Freight Cars), the ‘Contractor’.

**Subject Matter:** Adding Annex No. 14 ‘Annex to the Price List of Repair Work’ to the Contract (Annex No. 1 to this Supplementary Agreement).

**Term:** The Supplementary Agreement becomes effective as of its signing by the Parties.

<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAINED</b>
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

**2.6.** To approve supplementary agreement No. 3 to Contract for scheduled repair of freight cars No. 242 of December 31, 2009 between JSC TransContainer and RZD (Central Directorate for Repair of Freight Cars) that is a related party transaction upon the following terms:

**Parties:** JSC TransContainer, the ‘Customer’, and RZD (Central Directorate for Repair of Freight Cars), the ‘Contractor’.

**Subject Matter:** Annex No. 14 ‘Annex to the Price List of Repair Work’ shall be amended according to Annex No. 1 to this Supplementary Agreement.

**Term:** The Supplementary Agreement becomes effective as of its signing by the Parties and governs the relations that have arisen between the Parties before its effective date from 01.06.2010.

<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAINED</b>
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

**2.7.** To approve supplementary agreement No. 4 to Contract for scheduled repair of freight cars No. 242 of December 31, 2009 between RZD (Central Directorate for Repair of Freight Cars) and JSC TransContainer that is a related party transaction upon the following terms:

**Parties:** JSC TransContainer, the ‘Customer’, and RZD (Central Directorate for Repair of Freight Cars), the ‘Contractor’.

**Subject matter of the Supplementary Agreement**

Annex No. 3 to the Agreement - “Price List for Repair Work Performed in Relation to Scheduled Freight Car Repair in accordance with Regulations No. TSV-587 for the Repair of 1520 mm-gauge Freight Cars in Repair Shops, Regulations No. TSV-627 for the Overall Repair of 1520 mm-gauge Freight Cars in the Repair Shops of the Central Directorate for Freight Car Repair, the RZD’s Branch”, shall be read as attached hereto (Annex No. 1).

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 (Signature of the Shareholder’s representative)

Annex No. 5 to the Agreement - “Approximate List of Repair Work Performed in Relation to Freight Car Repair in the Repair Shops of the Central Directorate for Freight Car Repair, the RZD’s Branch (for the Advance Payment)”, “Approximate List of Repair Work Performed in Relation to Overall Repair of Freight Cars in the Repair Shops of the Central Directorate for Freight Car Repair, the RZD’s Branch (for the Advance Payment)” shall be read as attached hereto (Annex No. 2).

Annex No. 10 to the Agreement - “Amount of Fee for the Delivery/Removal of 1 Railway Car to/from the Special-Purpose Railways” shall be read as attached hereto (Annex No. 3).

**Price:** The price of the supplementary agreement equals the cost of services (work) actually provided (performed) in the course of performance of the Supplementary Agreement according to the Price List (tariffs).

**Term of the Supplementary Agreement:** the Supplementary Agreement shall come into force as from the date of its signing by the Parties. The Supplementary Agreement shall govern the relationship between the Parties as from November 15, 2010.

<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAINED</b>
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

**2.8.** To approve Supplementary Agreement No. 8 to agreement on lease of medium-tonnage containers of JSC TransContainer No. 106-zhd of 15.10.2007 between JSC TransContainer and RZD that is a related party transaction upon the following terms:

**Parties:** RZD (Center for Corporate Transportation Service, a branch of RZD), the ‘Tenant’, and JSC TransContainer, the ‘Lessor’.

**Subject Matter:**

1. Paragraph 9.2 of the Agreement shall be amended as follows:

‘9.2 This Agreement shall be effective from March 1 (first), 2007 to December 31 (thirty first), 2010 inclusively, and to the extent of settlements and return of leased containers, until the Parties perform their obligations under this Agreement in full.’

2. Section 10 of the Agreement shall be amended as follows:

**‘10. ADDRESSES AND BANK DETAILS OF THE PARTIES**

10.1. The Lessor:

Joint-Stock Company ‘Centre for the Transport of Goods in Containers (JSC TransContainer)’

Address: Russian Federation, 107228, Moscow, Novoryazanskaya Street 12

INN 7708591995, KPP 997650001, OKPO 94421386

Mail Address: Russian Federation, 107174, Moscow, Kalanchevskaya Street 6/2

Bank Details:

Settlement acc. 40702810900000007269 and OJSC TransCreditBank

(Moscow), correspondent acc. 30101810600000000562, BIC 044525562

10.2. The Tenant:

Open Joint-Stock Company Russian Railways

(RZD)

Address: 107174, Moscow, Novaya Basmannaya Street 2

INN 7708503727, KPP 997650001, OKPO 00083262

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(Signature of the Shareholder’s representative)

Address and Mail Address: Center for Corporate Transportation Service of RZD: 107174, Moscow, Kalanchevskaya Street 6/2

KPP 770843005

Bank Details:

Settlement acc. 40702810800056003249 with OJSC TransCreditBank (Moscow) ('Basmannoe Branch' outlet), correspondent acc. 30101810600000000562, BIC 044525562.'

3. Annex No. 4 to the Agreement shall be amended according to Annex No. 1 to Supplementary Agreement No. 8.

**Price:** The transaction price cannot be estimated upon negotiation of the transaction because it consists of the cost of services actually provided in the course of performance of the Agreement at rent rates indicated in Annex No. 4 to the Agreement (as amended by the Annex to Supplementary Agreement No. 8 to the Agreement).

**Term:** The Supplementary Agreement becomes effective as of its signing by the Parties if approved by the management bodies of JSC TransContainer, and shall be incorporated and made part of the Agreement.

The Supplementary Agreement governs the relations that have arisen between the Parties from January 1 (first), 2010.

<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAINED</b>
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

**2.9.** To approve supplementary agreements to extend the term and to change the bank details of the Parties, addresses, post addresses, contact telephone, and fax numbers indicated in Contract for scheduled repair of freight cars No. 242 of 31.12.2009 between RZD (Central Directorate for Repair of Freight Cars) and JSC TransContainer upon the following terms:

**Parties:** JSC TransContainer, the 'Customer', and RZD (Central Directorate for Repair of Freight Cars), the 'Contractor'.

**Subject Matter:** Extending the term and changing the bank details of the Parties, addresses, post addresses, contact telephone, and fax numbers.

To approve that the decision mentioned in paragraph 2.9 shall be effective until the next annual General Meeting of the Shareholders of JSC TransContainer.

<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAINED</b>
_____	_____	_____
(number of votes)	(number of votes)	(number of votes)

**Note:**

1) The voter shall choose only one voting option except when they vote according to the instructions of persons that purchased the shares after the list of persons entitled to participate in the general meeting has already been developed, or according to the instructions of holders of depositary securities; if more than one voting option is left uncrossed in a bulletin, then the voting box shall indicate the number of votes cast for a corresponding voting option and have a mark showing that the voting is in accordance with the instructions of persons that purchased the shares after the list of persons entitled to participate in the general meeting has already been developed, and (or) according to the instructions of holders of depositary securities;

\_\_\_\_\_  
(Signature of the Shareholder's representative)

a person voting by virtue of a power of attorney issued in relation to the shares assigned after the list of persons entitled to participate in the general meeting has already been developed shall indicate in the voting box above the uncrossed voting option the number of votes cast for the uncrossed option and put a mark that the vote is cast by virtue of the power of attorney issued in relation to the shares assigned after the list of persons entitled to participate in the general meeting has already been developed;

if after the list of persons entitled to participate in the general meeting has already been developed, not all shares were transferred, the voter shall indicate in the voting box above the uncrossed voting option the number of votes cast for the uncrossed option and put a mark showing that a part of the shares was transferred after the list of persons entitled to participate in the general meeting has already been developed. If after the list of persons entitled to participate in the general meeting has already been developed buyers of such shares issue instructions that are similar to the uncrossed option, then such votes are summed up;

2) Voting bulletins that are filled out in violation of the above requirements will be considered not valid, and the votes cast under such bulletins will not be taken into consideration;

3) Persons entitled to participate in the General Meeting of the Shareholders may participate in the General Meeting of the Shareholders or send the filled-out bulletins to the Company. When the quorum is determined and voting results are tallied, votes cast through voting bulletins received by the Company at least two days before the date of the General Meeting of the Shareholders shall be considered.

**Bulletins may be sent to: 107174 Moscow, Kalanchevskaya Street 6/2, office 502.**

Signature of the representative of the shareholder, a legal entity  
(Bulletin is not valid without a signature)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name)

\_\_\_\_\_  
(Signature of the Shareholder's representative)