

EXTRACT OF MINUTES No. 3
OF THE MEETING OF THE BOARD OF DIRECTORS
OF OPEN JOINT-STOCK COMPANY
CENTRE FOR THE TRANSPORT OF GOODS IN CONTAINERS (TRANSCONTAINER),
held on September 21, 2011
in Moscow

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Issue 2:

On determination of the price of the interested party transactions.

Draft decision put to the vote:

2.1. To determine that the lease cost of cars and containers of JSC “TransContainer” under Agreement No. 69/ЦФТОАПЦ-36/1 dated September 09, 2006 for the whole term of the Agreement amounted to 2,419,782,429.68 rubles as of June 30, 2011.

Voting results:	“for”	9
	“against”	no votes
	“abstained”	1 (Zh. Rymzhanova)

It was decided:

2.1. To determine that the lease cost of cars and containers of JSC “TransContainer” under Agreement No. 69/ЦФТОАПЦ-36/1 dated September 09, 2006 for the whole term of the Agreement amounted to 2,419,782,429.68 rubles as of June 30, 2011.

Draft decision put to the vote:

2.2. To determine that pursuant to the conditions of Collateral Agreement No. 14 to Car and Container Lease Agreement of JSC “TransContainer” No. 69/ЦФТОАПЦ-36/1 dated September 09, 2006 between JSC “TransContainer” and JSCo “RZD”, the lease cost of a 3-tonne container will amount to 22 rubles/day excluding VAT, the lease cost of a 5-tonne container will amount to 29.0 rubles/day excluding VAT, the lease cost of a 20-foot container will amount to 67.0 rubles/day excluding VAT, the lease cost of a 40-foot container will amount to 128 rubles/day excluding VAT, the lease cost of a car (fitting flatcar) will amount to 729.0 rubles/day excluding VAT.

Voting results:	“for”	10
	“against”	no votes
	“abstained”	no votes

It was decided:

2.2. To determine that pursuant to the conditions of Collateral Agreement No. 14 to Car and Container Lease Agreement of JSC “TransContainer” No. 69/ЦФТОАПЦ-36/1 dated September 09, 2006 between JSC “TransContainer” and JSCo “RZD”, the lease cost of a 3-tonne container will amount to 22 rubles/day excluding VAT, the lease cost of a 5-tonne container will amount to 29.0 rubles/day excluding VAT, the lease cost of a 20-foot container will amount to 67.0 rubles/day excluding VAT, the lease cost of a 40-foot container will amount to 128 rubles/day excluding VAT, the lease cost of a car (fitting flatcar) will amount to 729.0 rubles/day excluding VAT.

Draft decision put to the vote:

2.3. To determine that the value of the Contract for Rendering Services Related to Direct Combined Rail and Water Transportation of Containers No. TKТ3-11/04/02 dated April 15, 2011 between JSC “TransContainer” and LLC Fesco Integrated Transport, subject to conclusion of collateral agreements to the Contract, shall not exceed 100,000,000 rubles until the next annual General Meeting of Shareholders of JSC “TransContainer”.

Voting results:	“for”	9
	“against”	no votes
	“abstained”	1 (A.Yu. Davydov)

It was decided:

2.3. To determine that the value of the Contract for Rendering Services Related to Direct Combined Rail and Water Transportation of Containers No. TKТ3-11/04/02 dated April 15, 2011 between JSC “TransContainer” and LLC Fesco Integrated Transport, subject to conclusion of collateral agreements to the Contract, shall not exceed 100,000,000 rubles until the next annual General Meeting of Shareholders of JSC “TransContainer”.

Issue 3:

Recommendations of the Board of Directors on the following agenda issue of the extraordinary General Meeting of Shareholders: “On approval of the interested party transactions”.

Draft decision put to the vote:

3.1. To recommend the General Meeting of Shareholders to approve conclusion of the liability insurance contract (policy) related to liability of directors, officers and companies between JSC “TransContainer” and AlfaStrakhovanie PLC, i.e. the interested party transaction (according to Appendix to the Minutes of the extraordinary General Meeting of Shareholders), subject to the following conditions:

The Insurer is AlfaStrakhovanie PLC

The Policyholder is JSC “TransContainer”

Subject of the Contract:

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

Insurance objects and insurance events under the Insurance Contract.**Insurance coverage A (Clause 1.1 of Policy Conditions) (hereinafter “Coverage A”)**

The insurance object for the purposes of Coverage A as regards the liability insurance of any Insured Person for any Losses incurred by other persons shall be the property interests of such Insured Person related to the obligation to compensate the Losses incurred by other persons.

Occurrence of all of the following circumstances shall be recognized as the insurance event for the purposes of Coverage A as regards the liability insurance of any Insured Person for any Losses incurred by other persons: (a) creation of the obligation of any Insured Person, in accordance with the applicable legislation/law, to compensate the Losses incurred by other persons in connection with any Wrongful Act of the Insured Person, at any time prior to or during the Insurance Period and (b) filing of any Claim against such Insured Person in connection with the Losses of other persons indicated in Clause (a) above during the Insurance Period; accordingly, the insurance event shall be deemed occurred at the time of filing a Claim indicated in Clause (b) above. The fact of the insurance event occurrence must be subsequently acknowledged by the Insurer or ascertained by the court, arbitrazh court, arbitration court or another competent body/institution. For the avoidance of doubt, the Insurance Contract shall also

cover any Losses which are incurred by any Insured Person or are to be incurred by any Insured Person upon expiration of the Insurance Period as the liability for Losses of other persons (including, without limitation, the cases when the decision is made by the court, arbitrazh court, arbitration court or similar body/institution upon expiration of the Insurance Period) but related to any Claim filed during the Insurance Period.

The insurance object for the purposes of Coverage A as regards the insurance against any Losses of any Insured Person (other than in case of the above mentioned liability for Losses of other persons) shall be the property interests of such Insured Person related to any Losses incurred.

Any Losses incurred by the Insured Person in connection with any Claim shall be recognized as the insurance event for the purposes of Coverage A as regards the insurance against any Losses of any Insured Person (other than in case of the above mentioned liability for Losses of other persons). The Losses shall be deemed incurred by the Insured Person, and therefore the insurance event shall be deemed occurred at the time of filing of any Claim against the Insured Person which necessarily entails any Losses of the Insured Person, even if such Losses have not been actually incurred yet. For the avoidance of doubt, the Insurance Contract shall also cover any Losses incurred by any Insured Person upon expiration of the Insurance Period but related to any Claim filed during the Insurance Period.

Insurance coverage B (Clause 1.2 of Policy Conditions) (hereinafter "Coverage B")

The insurance object for the purposes of Coverage B shall be the property interests of any Company related to compensation of any Losses by such Company.

Any expenses incurred by any Company related to compensation of Losses by such Company to any Insured Person and/or another person for the benefit of any Insured Person in connection with any Claim filed against the Insured Person, and/or liability of any Insured Person for any Losses incurred by other persons, shall be recognized as the insurance event for the purposes of Coverage B. For the avoidance of doubt, the Insurance Contract shall also cover the mentioned expenses incurred by any Company upon expiration of the Insurance Period but related to any Claim filed during the Insurance Period, and/or related to liability of any Insured Person for any Losses of other persons in connection with which the Claim was filed during the Insurance Period.

Insurance coverage C (Clause 1.3 of Policy Conditions) (hereinafter "Coverage C")

The insurance object for the purposes of Coverage C as regards the liability insurance of any Company for any Losses incurred by other persons shall be the property interests of such Company related to the obligation to compensate the Losses incurred by other persons.

Occurrence of all of the following circumstances shall be recognized as the insurance event for the purposes of Coverage C as regards the liability insurance of any Company for any Losses incurred by other persons: (a) creation of the obligation of any Company, in accordance with the applicable legislation/law, to compensate the Losses incurred by other persons in connection with any Wrongful Act of the Company, at any time prior to or during the Insurance Period and (b) filing of any Securities Claim against such Company in connection with the Losses of other persons indicated in Clause (a) above during the Insurance Period; accordingly, the insurance event shall be deemed occurred at the time of filing a Securities Claim indicated in Clause (b) above. The fact of the insurance event occurrence must be subsequently acknowledged by the Insurer or ascertained by the court, arbitrazh court, arbitration court or another competent body/institution. For the avoidance of doubt, the Insurance Contract shall also cover any Losses which are incurred by any Company or are to be incurred by any Company upon expiration of the Insurance Period as the liability for Losses of other persons (including, without limitation, the cases when the decision is made by the court, arbitrazh court, arbitration court or similar body/institution upon expiration of the Insurance Period) but related to any Securities Claim filed during the Insurance Period.

The insurance object of Coverage C as regards the insurance against any Losses of any Company (other than in case of the above mentioned liability for Losses of other persons) shall be the property interests of such Company related to any Losses incurred.

Any Losses incurred by the Company in connection with any Securities Claim shall be recognized as the insurance event for the purposes of Coverage C as regards the insurance against any Losses of any Company (other than in case of the above mentioned liability for Losses of other persons). The Losses shall be deemed incurred by the Company, and therefore the insurance event shall be deemed occurred at the time of filing of any Securities Claim against the Company which necessarily entails any Losses of the Company, even if such Losses have not been actually incurred yet. For the avoidance of doubt, the Insurance Contract shall also cover any Losses incurred by any Company upon expiration of the Insurance Period but related to any Securities Claim filed during the Insurance Period.

For the purposes of the Insurance Contract, any Claim or Claims pertaining to, based on or connected with the same Wrongful Act, regardless of the time of filing thereof, shall be deemed as a single Claim which was filed first against any Insured during the Insurance Period.

Insurance Period start date: November 08, 2011 (00:01 a.m.).

Insurance Period end date: November 07, 2012 (00:59 a.m.).

Discovery Period: 60 days automatically without payment of an additional premium, unless a longer period is stipulated by the Policy Conditions

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

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

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

Insured Amount: 100,000,000 US dollars in the aggregate with regard to all insurance coverages and extensions, except for the extension for Independent Directors.

Partial property insurance: For the avoidance of doubt, for the purposes of Article 949 of the Civil Code of the Russian Federation (as amended and supplemented) the Insurer and the Policyholder have hereby agreed that in any case the Insurer shall pay the insurance compensation under the Insurance Contract to the full extent of Losses incurred (or for the purposes of Coverage B — to the full extent of expenses incurred) within the limits of the Insured Amount, and the amount of insurance compensation shall not be reduced pro rata the proportion of the Insured Amount to the insurance value of the respective property interests.

Deductible:

Coverage A:

is not applicable.

Coverage B:

50,000 US dollars with regard to Claims filed in the USA or Canada.

50,000 US dollars with regard to Claims filed in all other countries of the world.

Coverage C:

250,000 US dollars with regard to Claims filed in the USA or Canada.

100,000 US dollars with regard to Securities Claims filed in all other countries of the world.

The insurance continuity start date with regard to the Insured Amount up to 50,000,000 US dollars (inclusive): February 20, 2009.

The insurance continuity start date with regard to the Insured Amount over 50,000,000 US dollars: November 08, 2010.

Premium: 142,764.3 US dollars.

Insurance coverages and extensions: All insurance coverages and extensions stipulated by the Policy Conditions are granted under the Insurance Contract.

Insurance territory: worldwide.

The persons whose liability risk is insured under the Insurance Contract, and the beneficiaries under the Insurance Contract shall be determined based on the Policy Conditions.

The Insured

means any Company and/or any Insured Person.

The Insured Person

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

- (a) at any time prior to the Insurance Period start was, or
- (b) at the time of the Insurance period start is, or
- (c) at any time during the Insurance period will become any of the following:
 - (i) any Director, including an Independent Director, or an Officer of any Company; or
 - (ii) any Employee of any Company
 - (a) in connection with any Employment Practices 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 committing any Wrongful Act; or
 - (c) in connection with any Investigation; or
 - (d) in connection with any Securities Claim;
 - (iii) any Director of a stand-alone company; or
 - (iv) with regard to any Securities Claim, any in-house attorney or compliance officer, when the Sarbanes-Oxley Act must be complied with; or
 - (v) any Shadow Director; or
 - (vi) any person acting as a member of a committee created pursuant to the decision or approved by the Board of Directors or similar management body of any Company; or
 - (vii) any individual named as a prospective Director or Officer in any listing documents, prospectuses, memorandums, presentations or reports of any Company; or
 - (viii) a spouse or a domestic partner of any Insured Person (indicated in Clauses (i)—(vii) above) with regard to any Losses related to the Claim in connection with any Wrongful Act of such Insured Person; or
 - (ix) any administrator, heir, property or legal representative, legal successor or executor of a deceased, incompetent, insolvent or bankrupt Insured Person (indicated in Clauses (i)—(vii) above) with regard to any Losses related to any Claim in connection with any Wrongful Act of such Insured Person.

The Insurance Contract shall enter into effect as of the date of its signing and shall be effective until expiration of the Insurance Period (Insurance Contract term).

The Premium must be paid by the Policyholder to the Insurer's settlement account within 45 days from the date of receipt by the Policyholder of the invoice issued by the Insurer.

In case of failure to pay the Premium in the amount and within the period specified in this Declaration, the Insurance Contract shall be terminated as of the date following the date specified as the end date of Premium payment. The Insurer shall notify the Policyholder in writing of early termination of the Insurance Contract due to the above mentioned reason.

In case of early termination of the Insurance Contract due to the above mentioned reason, the Policyholder shall be obliged to pay a part of the Premium pro rata the Insurance Contract duration.

The premium shall be paid in rubles at the exchange rate of the Central Bank of the Russian Federation as of the payment date.

Voting results:	“for”	9
	“against”	1 (S.V. Generalov)
	“abstained”	no votes

It was decided:

3.1. To recommend the General Meeting of Shareholders to approve conclusion of the liability insurance contract (policy) related to liability of directors, officers and companies between JSC “TransContainer” and AlfaStrakhovanie PLC, i.e. the interested party transaction (according to Appendix to the Minutes of the extraordinary General Meeting of Shareholders), subject to the following conditions:

The Insurer is AlfaStrakhovanie PLC

The Policyholder is JSC “TransContainer”

Subject of the Contract:

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

Insurance objects and insurance events under the Insurance Contract.

Insurance coverage A (Clause 1.1 of Policy Conditions) (hereinafter "Coverage A")

The insurance object for the purposes of Coverage A as regards the liability insurance of any Insured Person for any Losses incurred by other persons shall be the property interests of such Insured Person related to the obligation to compensate the Losses incurred by other persons.

Occurrence of all of the following circumstances shall be recognized as the insurance event for the purposes of Coverage A as regards the liability insurance of any Insured Person for any Losses incurred by other persons: (a) creation of the obligation of any Insured Person, in accordance with the applicable legislation/law, to compensate the Losses incurred by other persons in connection with any Wrongful Act of the Insured Person, at any time prior to or during the Insurance Period and (b) filing of any Claim against such Insured Person in connection with the Losses of other persons indicated in Clause (a) above during the Insurance Period; accordingly, the insurance event shall be deemed occurred at the time of filing a Claim indicated in Clause (b) above. The fact of the insurance event occurrence must be subsequently acknowledged by the Insurer or ascertained by the court, arbitrazh court, arbitration court or another competent body/institution. For the avoidance of doubt, the Insurance Contract shall also cover any Losses which are incurred by any Insured Person or are to be incurred by any Insured Person upon expiration of the Insurance Period as the liability for Losses of other persons (including, without limitation, the cases when the decision is made by the court, arbitrazh court, arbitration court or similar body/institution upon expiration of the Insurance Period) but related to any Claim filed during the Insurance Period.

The insurance object for the purposes of Coverage A as regards the insurance against any Losses of any Insured Person (other than in case of the above mentioned liability for Losses of other persons) shall be the property interests of such Insured Person related to any Losses incurred.

Any Losses incurred by the Insured Person in connection with any Claim shall be recognized as the insurance event for the purposes of Coverage A as regards the insurance against any Losses of any Insured Person (other than in case of the above mentioned liability for Losses of other persons). The Losses shall be deemed incurred by the Insured Person, and therefore the insurance event shall be deemed occurred at the time of filing of any Claim against the Insured Person which necessarily entails any Losses of the Insured Person, even if such Losses have not been actually incurred yet. For the avoidance of doubt, the Insurance Contract shall also cover any Losses incurred by any Insured Person upon expiration of the Insurance Period but related to any Claim filed during the Insurance Period.

Insurance coverage B (Clause 1.2 of Policy Conditions) (hereinafter "Coverage B")

The insurance object for the purposes of Coverage B shall be the property interests of any Company related to compensation of any Losses by such Company.

Any expenses incurred by any Company related to compensation of Losses by such Company to any Insured Person and/or another person for the benefit of any Insured Person in connection with any Claim filed against the Insured Person, and/or liability of any Insured Person for any Losses incurred by other persons, shall be recognized as the insurance event for the purposes of Coverage B. For the avoidance of doubt, the Insurance Contract shall also cover the mentioned expenses incurred by any Company upon expiration of the Insurance Period but related to any Claim filed during the Insurance Period, and/or related to liability of any Insured Person for any Losses of other persons in connection with which the Claim was filed during the Insurance Period.

Insurance coverage C (Clause 1.3 of Policy Conditions) (hereinafter "Coverage C")

The insurance object for the purposes of Coverage C as regards the liability insurance of any Company for any Losses incurred by other persons shall be the property interests of such

Company related to the obligation to compensate the Losses incurred by other persons.

Occurrence of all of the following circumstances shall be recognized as the insurance event for the purposes of Coverage C as regards the liability insurance of any Company for any Losses incurred by other persons: (a) creation of the obligation of any Company, in accordance with the applicable legislation/law, to compensate the Losses incurred by other persons in connection with any Wrongful Act of the Company, at any time prior to or during the Insurance Period and (b) filing of any Securities Claim against such Company in connection with the Losses of other persons indicated in Clause (a) above during the Insurance Period; accordingly, the insurance event shall be deemed occurred at the time of filing a Securities Claim indicated in Clause (b) above. The fact of the insurance event occurrence must be subsequently acknowledged by the Insurer or ascertained by the court, arbitrazh court, arbitration court or another competent body/institution. For the avoidance of doubt, the Insurance Contract shall also cover any Losses which are incurred by any Company or are to be incurred by any Company upon expiration of the Insurance Period as the liability for Losses of other persons (including, without limitation, the cases when the decision is made by the court, arbitrazh court, arbitration court or similar body/institution upon expiration of the Insurance Period) but related to any Securities Claim filed during the Insurance Period.

The insurance object of Coverage C as regards the insurance against any Losses of any Company (other than in case of the above mentioned liability for Losses of other persons) shall be the property interests of such Company related to any Losses incurred.

Any Losses incurred by the Company in connection with any Securities Claim shall be recognized as the insurance event for the purposes of Coverage C as regards the insurance against any Losses of any Company (other than in case of the above mentioned liability for Losses of other persons). The Losses shall be deemed incurred by the Company, and therefore the insurance event shall be deemed occurred at the time of filing of any Securities Claim against the Company which necessarily entails any Losses of the Company, even if such Losses have not been actually incurred yet. For the avoidance of doubt, the Insurance Contract shall also cover any Losses incurred by any Company upon expiration of the Insurance Period but related to any Securities Claim filed during the Insurance Period.

For the purposes of the Insurance Contract, any Claim or Claims pertaining to, based on or connected with the same Wrongful Act, regardless of the time of filing thereof, shall be deemed as a single Claim which was filed first against any Insured during the Insurance Period.

Insurance Period start date: November 08, 2011 (00:01 a.m.).

Insurance Period end date: November 07, 2012 (00:59 a.m.).

Discovery Period: 60 days automatically without payment of an additional premium, unless a longer period is stipulated by the Policy Conditions

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

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

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

Insured Amount: 100,000,000 US dollars in the aggregate with regard to all insurance coverages and extensions, except for the extension for Independent Directors.

Partial property insurance: For the avoidance of doubt, for the purposes of Article 949 of the Civil Code of the Russian Federation (as amended and supplemented) the Insurer and the Policyholder have hereby agreed that in any case the Insurer shall pay the insurance compensation under the Insurance Contract to the full extent of Losses incurred (or for the purposes of Coverage B — to the full extent of expenses incurred) within the limits of the Insured Amount, and the amount of insurance compensation shall not be reduced pro rata the proportion of the Insured Amount to the insurance value of the respective property interests.

Deductible:

Coverage A:

is not applicable.

Coverage B:

50,000 US dollars with regard to Claims filed in the USA or Canada.

50,000 US dollars with regard to Claims filed in all other countries of the world.

Coverage C:

250,000 US dollars with regard to Claims filed in the USA or Canada.

100,000 US dollars with regard to Securities Claims filed in all other countries of the world.

The insurance continuity start date with regard to the Insured Amount up to 50,000,000 US dollars (inclusive): February 20, 2009.

The insurance continuity start date with regard to the Insured Amount over 50,000,000 US dollars: November 08, 2010.

Premium: 142,764.3 US dollars.

Insurance coverages and extensions: All insurance coverages and extensions stipulated by the Policy Conditions are granted under the Insurance Contract.

Insurance territory: worldwide.

The persons whose liability risk is insured under the Insurance Contract, and the beneficiaries under the Insurance Contract shall be determined based on the Policy Conditions.

The Insured

means any Company and/or any Insured Person.

The Insured Person

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

- (a) at any time prior to the Insurance Period start was, or
- (b) at the time of the Insurance period start is, or
- (c) at any time during the Insurance period will become any of the following:
 - (x) any Director, including an Independent Director, or an Officer of any Company; or
 - (xi) any Employee of any Company
 - (a) in connection with any Employment Practices 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 committing any Wrongful Act; or
 - (c) in connection with any Investigation; or
 - (d) in connection with any Securities Claim;
 - (xii) any Director of a stand-alone company; or
 - (xiii) with regard to any Securities Claim, any in-house attorney or compliance officer, when the Sarbanes-Oxley Act must be complied with; or
 - (xiv) any Shadow Director; or
 - (xv) any person acting as a member of a committee created pursuant to the decision or approved by the Board of Directors or similar management body of any Company; or
 - (xvi) any individual named as a prospective Director or Officer in any listing documents, prospectuses, memorandums, presentations or reports of any Company; or
 - (xvii) a spouse or a domestic partner of any Insured Person (indicated in Clauses (i) —(vii) above) with regard to any Losses related to the Claim in connection with any Wrongful Act of such Insured Person; or
 - (xviii) any administrator, heir, property or legal representative, legal successor or executor of a deceased, incompetent, insolvent or bankrupt Insured Person (indicated in Clauses (i) —(vii) above) with regard to any Losses related to any Claim in connection with any Wrongful Act of such Insured Person.

The Insurance Contract shall enter into effect as of the date of its signing and shall be effective until expiration of the Insurance Period (Insurance Contract term).

The Premium must be paid by the Policyholder to the Insurer's settlement account within 45 days from the date of receipt by the Policyholder of the invoice issued by the Insurer.

In case of failure to pay the Premium in the amount and within the period specified in this Declaration, the Insurance Contract shall be terminated as of the date following the date specified as the end date of Premium payment. The Insurer shall notify the Policyholder in writing of early termination of the Insurance Contract due to the above mentioned reason.

In case of early termination of the Insurance Contract due to the above mentioned reason, the Policyholder shall be obliged to pay a part of the Premium pro rata the Insurance Contract duration.

The premium shall be paid in rubles at the exchange rate of the Central Bank of the Russian Federation as of the payment date.

Draft decision put to the vote:

3.2. To recommend the General Meeting of Shareholders to approve conclusion of Car and Container Lease Agreement of JSC “TransContainer” No. 69/ЦФТОАПЦ-36/1 dated September 09, 2006 (including Collateral Agreements Nos. 1 — 13) between JSC “TransContainer” and JSCo “RZD”, i.e. the interested party transaction, subject to the following conditions:

Parties of the Agreement: JSC “TransContainer” — the “Lessor”, and JSCo “RZD” — the “Lessee”.

Subject of the Agreement: The Lessor undertakes to grant large-tonnage 20 and 40-foot containers and/or cars owned by the Lessor on lease to the Lessee for the types of transportations specified in the Agreement.

Agreement price: as of June 30, 2011 the total amount of the charged and acknowledged payments under the Agreement was 2,419,782,429.68 rubles.

Term of the Agreement: from July 01, 2007 till March 31, 2010 inclusive.

Voting results:	“for”	10
	“against”	no votes
	“abstained”	no votes

It was decided:

3.2. To recommend the General Meeting of Shareholders to approve conclusion of Car and Container Lease Agreement of JSC “TransContainer” No. 69/ЦФТОАПЦ-36/1 dated September 09, 2006 (including Collateral Agreements Nos. 1 — 13) between JSC “TransContainer” and JSCo “RZD”, i.e. the interested party transaction, subject to the following conditions:

Parties of the Agreement: JSC “TransContainer” — the “Lessor”, and JSCo “RZD” — the “Lessee”.

Subject of the Agreement: The Lessor undertakes to grant large-tonnage 20 and 40-foot containers and/or cars owned by the Lessor on lease to the Lessee for the types of transportations specified in the Agreement.

Agreement price: as of June 30, 2011 the total amount of the charged and acknowledged payments under the Agreement was 2,419,782,429.68 rubles.

Term of the Agreement: from July 01, 2007 till March 31, 2010 inclusive.

Draft decision put to the vote:

3.3. To recommend the General Meeting of Shareholders to approve conclusion of Collateral Agreement No. 14 to Car and Container Lease Agreement of JSC “TransContainer” No. 69/ЦФТОАПЦ-36/1 dated September 09, 2006 between JSC “TransContainer” and JSCo “RZD”, i.e. the interested party transaction, subject to the following conditions:

Parties of the Collateral Agreement: JSC “TransContainer” — the “Lessor”, and JSCo “RZD” — the “Lessee”.

Subject of the Collateral Agreement: introduction of amendments to the Agreement, as specified in draft Collateral Agreement No. 14 (Appendix No. 3 to the Minutes).

Price of the Collateral Agreement: as of the moment of conclusion thereof, the price of the Collateral Agreement cannot be determined as it shall consist of the value of services actually rendered at the following rates:

Name	Lease cost rate (rubles a day per container (car) excluding VAT)	Lease cost rate (rubles a day per container (car) including VAT)
20-foot container	67.00	79.06
40-foot container	128.00	151.04
Car (fitting flatcar)	729.00	860.22
Three-tonne container	22.00	25.96
Five-tonne container	29.00	34.22

Term of the Collateral Agreement: The Collateral Agreement shall enter into effect as of the date of its signing by the Parties, subject to its approval by the management bodies of JSC “TransContainer”.

The Collateral Agreement, except for Clauses 2—5, 10, 12 and 17, shall cover the relationship of the Parties arisen since the 1st (first) of April 2010.

Clauses 2—5, 10, 12 and 17 of the Collateral Agreement shall cover the relationship of the Parties arisen since the 1st (first) of July 2011.

Voting results:	“for”	10
	“against”	no votes
	“abstained”	no votes

It was decided:

3.3. To recommend the General Meeting of Shareholders to approve conclusion of Collateral Agreement No. 14 to Car and Container Lease Agreement of JSC “TransContainer” No. 69/ЦФТОАПЦ-36/1 dated September 09, 2006 between JSC “TransContainer” and JSCo “RZD”, i.e. the interested party transaction, subject to the following conditions:

Parties of the Collateral Agreement: JSC “TransContainer” — the “Lessor”, and JSCo “RZD” — the “Lessee”.

Subject of the Collateral Agreement: introduction of amendments to the Agreement, as specified in draft Collateral Agreement No. 14 (Appendix No. 3 to the Minutes).

Price of the Collateral Agreement: as of the moment of conclusion thereof, the price of the Collateral Agreement cannot be determined as it shall consist of the value of services actually rendered at the following rates:

Name	Lease cost rate (rubles a day per container (car) excluding VAT)	Lease cost rate (rubles a day per container (car) including VAT)
20-foot container	67.00	79.06
40-foot container	128.00	151.04
Car (fitting flatcar)	729.00	860.22
Three-tonne container	22.00	25.96
Five-tonne container	29.00	34.22

Term of the Collateral Agreement: The Collateral Agreement shall enter into effect as of the date of its signing by the Parties, subject to its approval by the management bodies of JSC “TransContainer”.

The Collateral Agreement, except for Clauses 2—5, 10, 12 and 17, shall cover the relationship of the Parties arisen since the 1st (first) of April 2010.

Clauses 2—5, 10, 12 and 17 of the Collateral Agreement shall cover the relationship of the Parties arisen since the 1st (first) of July 2011.

Draft decision put to the vote:

3.4. To recommend the General Meeting of Shareholders to approve conclusion of collateral agreements to Contract for Rendering Services Related to Direct Combined Rail and Water Transportation of Containers No. ТКТЗ-11/04/02 dated April 15, 2011 between JSC “TransContainer” and LLC Fesco Integrated Transport, subject to the following conditions:

Parties of the transaction: LLC Fesco Integrated Transport — the Contractor, JSC “TransContainer” — the Customer.

Subject of the transaction: change of the integrated transport and forwarding service related to organization of PSZhSV (direct combined rail and water transportation) of cargo, change of container road transportation cost, determination of container transportation route, validity period prolongation, as well as change of the bank details of the Parties, location address, mailing address, contact telephone numbers, fax numbers.

Price of the transaction: The Contract price limit subject to conclusion of collateral agreements shall not exceed 100,000,000 rubles until the next annual General Meeting of Shareholders.

Voting results:	“for”	9
	“against”	no votes
	“abstained”	1 (A.Yu. Davydov)

It was decided:

3.4. To recommend the General Meeting of Shareholders to approve conclusion of collateral agreements to Contract for Rendering Services Related to Direct Combined Rail and Water Transportation of Containers No. ТКТЗ-11/04/02 dated April 15, 2011 between JSC “TransContainer” and LLC Fesco Integrated Transport, subject to the following conditions:

Parties of the transaction: LLC Fesco Integrated Transport — the Contractor, JSC “TransContainer” — the Customer.

Subject of the transaction: change of the integrated transport and forwarding service related to organization of PSZhSV of cargo, change of container road transportation cost, determination of container transportation route, validity period prolongation, as well as change of the bank details of the Parties, location address, mailing address, contact telephone numbers, fax numbers.

Price of the transaction: The Contract price limit subject to conclusion of collateral agreements shall not exceed 100,000,000 rubles until the next annual General Meeting of Shareholders.

Chairman of the Board of Directors

P. D. Ilychev

Corporate Secretary

O. A. Miller

The extract is true
Corporate Secretary

O. A. Miller

23.09.2011 No. S1487-v

