

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: November 3, 2011.

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: in-person meeting (with bulletins being sent in advance).

Data on the Shareholder:

1. Full name of the Shareholder

2. Address: _____

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

4. Percentage of voting shares held by the Shareholder out of the total number of voting shares _____

Agenda Issue

‘Approval of related party transactions’.

Решение:

1.1. Approve that the total insured amount under the agreement on insurance of liability of directors, official and companies between JSC TransContainer and OAO AlfaStrakhovanie for all insured events and extensions except for the extension for Independent Directors is \$100,000,000.

Franchise:

Coverage B:

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

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(Signature of the Shareholder (authorized representative of the Shareholder))

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: \$142,764.30.

1.2. Approve the agreement (policy) on insurance of the liability of directors, officials and companies between JSC TransContainer and OAO AlfaStrakhovanie that is a related party transaction (in accordance with an appendix to the minutes of the extraordinary General Meeting of Shareholders) 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/ right; 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/ right; 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.

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.

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.

The Insurance Period begins on: November 8, 2011 (00:01 a.m.).

The Insurance Period expires on: November 7, 2012 (11:59 p.m.).

Discovery Period: 60 days automatically without paying any additional premium unless a

longer period is set forth in the Policy Terms.

1 year: upon payment of an additional premium in the amount of 90% of the full annual premium.

3 years: upon payment of an additional premium in the amount of 165% of the full annual premium.

6 years: upon payment of an additional premium in the amount 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:

not applicable.

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 in relation to the Insured Amount of up to \$50,000,000: February 20, 2009.

Start date for continuous insurance in relation to the Insured Amount of over \$50,000,000: November 8, 2010.

Insurance Premium: \$142,764.30.

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 shall be determined in accordance with the Policy Terms.

The Insured

means any Company and/or any Insured Person.

Insured Person

means any individual (including those who are not residents of the Russian Federation) who

- (a) at any moment before the Insurance Period was, or
- (b) on the day of beginning of the Insurance Period is, or
- (c) at any moment during the Insurance Period becomes one of the following:
 - (i) any Director including Independent Director or Official of any Company; or
 - (ii) any Employee of any Company
 - (a) in relation to any Claim concerning violation of labor relations; or
 - (b) listed as a codefendant with any Director or Official for any Claim stating that such Employee participated in or contributed to any Wrongful Act; or
 - (c) in relation to any Investigation; or
 - (d) in relation to any Securities Claim;
 - (iii) any Director of an independent company; or

- (iv) in relation to any Securities Claim, any in-house attorney or official for compliance with the laws who must comply with the Sarbanes-Oxley Act; or
- (v) any Shadow Director; or
- (vi) any person acting as a member of a committee established by a decision of or approved by the board of directors or a similar body of any Company; or
- (vii) any individual listed as a supposed Director or Official in any documents related to the listing, prospectuses, memorandums, presentations or reports of any Company; or
- (viii) spouse or partner of any Insured Person (mentioned in subparagraphs (i)-(vii) above) in relation to any Losses associated with a Claim concerning any Wrongful Act of such Insured Person; or
- (ix) any administrator, heir, property or legal representative, legal successor or executor of a deceased, legally incapable, insolvent or bankrupt Insured Person (mentioned in subparagraphs (i)-(vii) above) in relation to any Losses associated with a Claim concerning 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.

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

(Leave your variant uncrossed)

2. Approve agreement on lease of cars and containers of TransContainer of 09.09.2006 No. 69/TsFTOAPS-36/1 (including supplementary agreements Nos. 1 – 13) between JSC TransContainer and RZD that is a related party transaction upon the following terms:

Parties: JSC TransContainer, the 'Landlord', and RZD, the 'Tenant'.

Subject Matter: Landlord shall give the Tenant for rent large-capacity 20 and 40 - feet containers and / or cars owned by Landlord for transportation of certain types of services by the Contract.

Price: As of 30.06.2011 the total amount of accrued and acknowledged payments under the Agreement was 2,419,782,429.68 rubles.

Effective Term: From 01.07.2007 to 31.03.2010 inclusively.

FOR	AGAINST	ABSTAINED

(Signature of the Shareholder (authorized representative of the Shareholder))

_____ (number of votes)	_____ (number of votes)	_____ (number of votes)
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3. Approve Supplementary Agreement No. 14 to agreement on lease of cars and containers of TransContainer of 09.09.2006 No. 69/TsFTOAPS-36/1 between JSC TransContainer and RZD that is a related party transaction upon the following terms:

Parties: JSC TransContainer, the 'Landlord', and RZD, the 'Tenant'.

Subject Matter: Introducing amendments mentioned in draft Supplementary Agreement No. 14 into the Agreement (Appendix No. 3 to the Minutes).

Price: The price of the Supplementary Agreement cannot be estimated upon its negotiation because it consists of the cost of actually provided services at the following rates:

Description	Rent rate (rubles per container (car) a day, VAT excluded)	Rent rate (rubles per container (car) a day, VAT included)
20-feet container	67.00	79.06
40-feet container	128.00	151.04
Car (high-capacity flat car)	729.00	860.22
Three-ton container	22.00	25.96
Five-ton container	29.00	34.22

Effective Term: The Supplementary Agreement becomes effective as of the day of its signing by the Parties if approved by management bodies of TransContainer.

The Supplementary Agreement (save paragraphs 2-5, 10, 12 and 17) governs the relations that have arisen between the Parties from the 1st (first) of April 2010.

Paragraphs 2-5, 10, 12 and 17 of the Supplementary Agreement shall govern the relations that have arisen between the Parties from the 1st (first) of July 2011.

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

4. Approve supplementary agreements to contract for provision of services and performance of work associated with shipment of containers transported in the direct mixed rail-sea traffic of 15.04.2011 No. TKtz-11/04/02 between JSC TransContainer and FESCO Transportation Group upon the following terms:

Parties: FESCO Transportation Group, the 'Contractor', and JSC TransContainer, the 'Customer'.

Subject Matter: Changing the integrated forwarding service for transportation of goods in the direct mixed rail-sea traffic, changing the cost of transportation of containers by road,

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(Signature of the Shareholder (authorized representative of the Shareholder))

determining routes for transportation of containers, extending the effective term, and changing the Parties' bank details, addresses, post addresses, contact telephone numbers and fax numbers.

Price: the total amount of the Contract inclusive of the supplementary agreements conclusion would be at most 100 000 000 rubles.

Approve that this decision on approval of the supplementary agreements on changing the integrated forwarding service for transportation of goods in the direct mixed rail-sea traffic, changing the cost of transportation of containers by road, determining routes for transportation of containers, extending the effective term, and changing the Parties' bank details, addresses, post addresses, contact telephone numbers and fax numbers between JSC TransContainer and FESCO Transportation Group shall remain in force until the next annual General Meeting of Shareholders.

FOR	AGAINST	ABSTAINED
_____ (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; 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: 125047 Moscow, Oruzheyniy pereulok, 19, reception.

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

(Signature)

(Name)

(Signature of the Shareholder (authorized representative of the Shareholder))