

OPEN JOINT STOCK COMPANY

**«CENTER FOR CARGO CONTAINER TRAFFIC  
«TRANSCONTAINER»**

Legal address: 12, ul. Novoryazanskaya, Moscow, 107228

Postal address: 6/2, ul. Kalanchevskaya, Moscow, 107174

**Voting Bulletin  
for the Extraordinary General Meeting of Shareholders  
of JSC «Center for cargo container traffic «TransContainer»**

**Date of the extraordinary General Meeting of Shareholders:** October 31, 2012

**Time of the extraordinary General Meeting of Shareholders:** 11:00 by Moscow time

**Place of the extraordinary General Meeting of Shareholders:** 19, Oruzheynyy pereoulok,  
Conference Hall, Moscow

**Form of holding of the extraordinary meeting** is a joint presence of the shareholders with preliminary submission of bulletins.

**Information on the Shareholder:**

1. Full name (name) of the Shareholder

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2. Location: \_\_\_\_\_

3. Number of voting shares held by the Shareholder: \_\_\_\_\_  
Percentage of voting shares held by the Shareholder in total number:

***Agenda issue:***

On approval of an interested party transaction conclusion

***Resolution:***

**1.1.** Approve that the total amount under the Agreement of Insurance of Liability of Directors, Officials and Companies between JSC «TransContainer» and OJSC AlfaStrakhovanie for all insured events and extensions except for the extension for the Independent Directors amounted to USD 100,000,000.

**Franchise:**

For the Coverage B:

In relation to the Claims submitted in the USA or Canada amounts to USD 50,000;

In relation to the Claims submitted in any other countries of the world is USD 50,000.

For the Coverage C:

In relation to the Claims submitted in the USA or Canada amounts to USD 250, 000;

In relation to the Securities claims, submitted in any other countries of the world is USD 100,000.

The Insurance premium amounts to USD 139,872.27.

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(signature of the Shareholder (the Shareholder's authorized representative))

**1.2.** Approve the conclusion of the Agreement (policy) of Insurance of the Liability of Directors, Officials and Companies between JSC «TransContainer» and OJSC AlfaStrakhovanie which is an interested party transaction (according to the Appendix to the Minutes of the extraordinary General Meeting of Shareholders), on the following terms:

**Insurer** is OJSC AlfaStrakhovanie

**Policy Holder** is JSC «TransContainer»

**Subject of the Agreement:**

In compliance with all terms and conditions of the Insurance Agreement, the Insurer shall be obliged to pay the insurance indemnity (as the case may be) to a corresponding Insured Person and/or any other person entitled to such an 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:

Insurance Coverage A (p. 1.1 of the Policy Terms) (hereinafter referred to as the “Coverage A”)

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

An insured event for the purposes of the Coverage A to the extent of the insurance of a liability of any Insured Person for any Losses, incurred by other persons shall be the occurrence of all following events: (a) occurrence of the liability to reimburse for any Losses incurred by other persons due to any Wrongful Act of the Insured Person at any time prior or during the Insurance Period in accordance with the applicable legislation/laws and (b) initiation against such Insured Person of a Claim in connection with the Losses of other persons indicated in p. (a) above; therefore an Insured Event shall be deemed occurred as of the date when the Claim mentioned in p.(b) above is submitted. The Fact of the occurrence of an insured event shall be thereafter acknowledged by the Insurer or proven by the court, arbitration court, intermediate court or other competent authority/institution. To avoid the doubt, the Insurance Agreement shall also cover any Losses incurred by any Insured Person and/or that any Insured Person will incur upon the expiry of the Insurance Period as a liability for Losses of other persons (including, without limitation, in the event of passing judgment by the court, arbitration court, intermediate court, or any similar authority/institution upon the expiry of the Insurance Period) but in connection with any Claim submitted within the Insurance Period.

An Insurance object for the purposes of the Coverage A to the extent of the insurance of any Losses of any Insurance Person (other than in the event of the above mentioned liability for Losses of other persons) shall be property interest of such Insured Person associated with the incurred Losses.

An Insured Event for the purposes of the Coverage A to the extent of the insurance of any Losses of any Insured Person (other than in the event of the above mentioned liability for Losses of other persons) shall be any Losses incurred by such 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 any Losses of the Insured Person even if such Losses have not been actually incurred. To avoid the doubt the Insurance Agreement shall also cover any Losses incurred by any Insured Person upon expiry of the Insurance Period but in connection with any Claim initiated within the Insurance Period.

Insurance Coverage B (p. 1.2 of the Policy Terms) (hereinafter referred to as the “Coverage B”)

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

An Insured event for the purposes of the Coverage B shall be an incurrence by any Company of any expenses in connection with the reimbursement by such Company any Losses to any Insured Person and/or any person for the benefit of any Insured Person in connection with any Claim initiated against any Insured Person, and/or any liability of any Insured Person for any Losses, incurred by other persons. To avoid the doubt the Insurance Agreement shall cover the mentioned expenses incurred by any Company upon expiry of the Insurance Period but in connection with any Claim initiated within the Insurance Period, and/or in connection with the liability of any Insured Person for any Losses of other persons in connection with which the Claim has been initiated within the Insurance Period.

Insurance Coverage C (p. 1.3 of the Policy Terms) (hereinafter referred to as the "Coverage C")

The Insurance Object for the purposes of the Coverage C to the extent of the insurance of the liability by any Company for any Losses, incurred by other persons shall be property interests of such Company associated with the liability to reimburse the Losses incurred by other persons.

The Insured Event for the purpose of the Coverage C to the extent of the insurance of the liability by any Company for any Losses, incurred by other persons shall be an occurrence of all following events: (a) occurrence of the liability to reimburse for any Losses incurred by other persons due to any Wrongful Act of the Insured Person at any time prior or during the Insurance Period in accordance with the applicable legislation/laws and (b) initiation against such Company of any Securities Claim in connection with the Losses of other persons indicated in p. (a) above; therefore an Insured Event shall be deemed occurred as of the date when the Securities Claim mentioned in p.(b) above is submitted. The Fact of the occurrence of an Insured Event shall be thereafter acknowledged by the Insurer or proven by the court, arbitration court, intermediate court or other competent authority/institution. To avoid the doubt, the Insurance Agreement shall also cover any Losses incurred by any Company and/or that any Company will incur upon the expiry of the Insurance Period as a liability for Losses of other persons (including, without limitation, in the event of passing judgment by the court, arbitration court, intermediate court, or any similar authority/institution upon the expiry of the Insurance Period) but in connection with any Securities Claim submitted within the Insurance Period.

An Insurance Object for the purposes of the Coverage C to the extent of the insurance of any Losses of any Company (other than in the event of the above mentioned liability for Losses of other persons) shall be property interest of such Company associated with the incurred Losses.

An Insured Event for the purposes of the Coverage C to the extent of the insurance of any Losses of any Company (other than in the event of the above mentioned liability for Losses of other persons) shall be any Losses incurred 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 any Securities Claim is initiated against a corresponding Company resulting in any Losses of the Company even if such Losses have not been actually incurred. To avoid the doubt the Insurance Agreement shall also cover any Losses incurred by any Company upon expiry of the Insurance Period but in connection with any Securities Claim initiated within the Insurance Period.

For the purposes of the Insurance Agreement any Claim or Claims that are related to, based on or associated with the same Wrongful Act, irrespective of the time of their submission, shall constitute the same Claim which has been initiated first against any Insured Person within the Insurance Period.

The Insurance Period shall begin on November 07, 2012 (23:59).

The Insurance Period shall terminate on November 07, 2013 (23:59).

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

1 year upon the payment of the additional insurance premium in the amount of 90 % from the Full Annual Premium.

3 years upon the payment of the additional insurance premium in the amount of 165 % from the Full Annual Premium.

6 year upon the payment of the additional insurance premium in the amount of 240 % from the Full Annual Premium.

The Insurance Amount: USD 100,000,000 in total for all insurance coverage and extensions except for the extension for Independent Directors.

Under-insurance: To avoid the doubt for the purpose of articles 949 of the Civil Code of the Russian Federation (as amended) the Insurer and the Policy Holder hereby agrees that in any event the Insurer shall pay the Insurance indemnity under the Insurance Agreement in the full amount of the incurred Losses (or for the purpose of the Coverage B in the full amount of the incurred expenses) to the extent of the Insurance 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 the corresponding insured property interests.

Franchise:

Coverage A:

Not applicable.

Coverage B:

In relation to the Claims submitted in the USA or Canada amounts to USD 50,000;

In relation to the Claims submitted in any other countries of the world is USD 50,000.

Coverage C:

In relation to the Claims submitted in the USA or Canada amounted to USD 250, 000;

In relation to the Securities claims, submitted in any other countries of the world is USD 100,000.

Start date for continuous insurance in relation to the Insured Amount of up to USD 50,000,000 (inclusively): February 20, 2009.

Start date for continuous insurance in relation to the Insured Amount of over USD 50,000,000: November 08, 2010.

Insurance Premium: USD 139, 872.27.

Insurance Coverage and Extensions: The Insurance Agreement shall provide any coverage and extensions prescribed by the Policy Terms.

Insurance Territory: worldwide.

Persons whose risk of liability has been insured under the Insurance Agreement as well as beneficiaries under the Insurance Agreement shall be determined in accordance with the Policy Terms.

**The Insured**

shall mean any Company and/or any Insured Person

**Insured Person**

shall mean any natural person (including non-residents of the Russian Federation) who

- (a) at any moment prior to the Insurance Period has been or
- (b) on the date of the beginning of the Insurance Period is or
- (b) at any moment within the Insurance Period shall become one of the following:
  - (i) any Director, including Independent Director or Official of any Company, or
  - (ii) any Employee of any Company
    - (a) in connection with any Claim against the violation of the labor relations; or
    - (b) listed as a codefendant with any Director or Official in any Claim stating that such Employee has participated in or contributed to any Wrong Act; or
    - (c) in connection with any Investigation; or
    - (d) in connection with any Securities Claim;
  - (iii) any Director of independent company;

- (iv) in relation to any Securities Claim, any in-house attorney or official for compliance with the legislation who must comply with the Sarbanes-Oxley Act; or
- (v) any Shadow Director; or
- (vi) any person acting as a member of a committee formed by the resolution or approval by the Board of Directors or a similar management body of any Company; or
- (vii) any natural person named as 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 (indicated in subparagraphs (i)-(vii) above) in relation to any Losses associated with 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, legally incapable, insolvent or bankrupt Insured Person (mentioned in subparagraphs (i)-(vii) above) in relation to any Losses associated with any Claim against any Wrongful Act of such Insured Person.

The Insurance Agreement shall enter into force from the moment of its signing and shall be valid until the expiry of the Insurance Period (the term of the Insurance Agreement).

The Insurance Premium shall be paid by the Insurer by transfer to the Insurer's current account within 45 days from the date of receipt by the Policy Holder of the invoice issued by the Insurer.

In the event of non-payment of the Insurance Premium in the amount and within the period prescribed by this Declaration, the Insurance Agreement shall terminate as the day following the day indicated as the deadline for the payment of the Insurance Premium. The Policy Holder shall notify the Insurer in writing of an early termination of the Insurance Agreement under the above mentioned reason

In the event of an early termination of the Insurance Agreement under the above mentioned reason the Insurer shall be obliged to pay a part of the Insurance Premium in proportion to the actual term of the Insurance Agreement.

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

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

*(Leave your variant uncrossed)*

**Note:**

- 1) The voter shall be entitled to choose only one voting option except for the events of the voting in accordance with the instructions of the persons that have purchased the shares after the list of persons entitled to participate in the General Meeting has been developed or in accordance with the indications of the 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 purchase 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 under the Power of Attorney issued in relation with 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

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(signature of the Shareholder (the Shareholder's authorized representative))

put a mark that the vote is cast under 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 have been transferred, the voter shall indicate 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 has been 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 if 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 Shareholders shall be entitled to participate in the General Meeting of Shareholders or send the filled in 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:** 19, Oruzheynny pereulok, Reception Room, Moscow, 125047

signature of the shareholder (shareholder's authorized representative)  
(bulletin is void without signature)

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(signature)

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(printed name)