

Statement of Material Fact
“Individual decisions made by the Issuer’s Board of Directors”

1. General Information	
1.1. Full corporate name of the issuer	<i>Joint-Stock Company Centre for the Transport of Goods in Containers (TransContainer)</i>
1.2. Short corporate name of the issuer	<i>JSC TransContainer</i>
1.3. Issuer’s registered address	<i>Oruzheyniy Pereulok 19 Moscow, Russian Federation 12504</i>
1.4. Issuer’s Principal State Registration Number (OGRN)	<i>1067746341024</i>
1.5. Issuer’s Taxpayer Identification Number (INN)	<i>7708591995</i>
1.6. Issuer’s unique code assigned by the registration agency	<i>55194-E</i>
1.7. Webpage used by the issuer for disclosure of information	http://www.trcont.ru http://www.e-disclosure.ru/portal/company.aspx?id=11194
2. Contents of the Statement	
<i>Concerning approval of transactions that are classified as related party transactions in accordance with the laws of the Russian Federation</i>	
<p>2.1. The quorum of the meeting of the Issuer’s Board of Directors: <i>11 of 11 members of the Board of Directors of JSC TransContainer participated in the meeting of the Board of Directors. In accordance with Article 68 and 83 of the Federal Law “On Joint-Stock Companies”, the quorum is present and the meeting of the Board of Directors of JSC TransContainer can proceed to business.</i></p> <p>2.2. The results of voting on the issues relating to making decisions:</p> <p><i>2.2.1. About the approval of contract for rendering services of cable allocation in cable communication line (CL) between the JSC TransContainer (Kuibyshev branch) and the JSC Russian Railways (Samara regional communication centre - structural subdivision of Samara communication direction of Central communication station - branch of JSC Russian Railways).</i> <i>For: 10.</i> <i>Against: none.</i> <i>Abstained: 1 (Ivanov P.A.).</i></p> <p><i>2.2.2. About approval of the conclusion of Additional Agreement No.1 to the communications service contract dd. June, 09, 2009, No 321-08/92, between JSC TransContainer (Sverdlovsky branch) and CJSC Ural-TransTelekom.</i> <i>For: 10.</i> <i>Against: none.</i> <i>Abstained: 1 (Ivanov P.A.).</i></p> <p><i>2.2.3. About the approval of contract for rendering services to provide the communication channel for the use between the JSC TransContainer (East-Siberian branch) and the JSC Russian Railways (Irkutsk regional communication centre - structural subdivision of Central Directorate of Communication - branch of JSC Russian Railways)</i> <i>For: 10.</i> <i>Against: none.</i> <i>Abstained: 1 (Ivanov P.A.).</i></p> <p><i>2.2.4. About the approval of the Man-related vehicle rental agreement between the JSC TransContainer (Far Eastern branch) and the JSC Russian Railways (Far Eastern direction acting</i></p>	

in operating of terminal warehouse complex - structural subdivision of the Central direction on the management of the terminal warehouse complex - branch of JSC Russian Railways).

For: 10.

Against: none.

Abstained: 1 (Ivanov P.A.).

2.2.5. About the approval of the Man-related vehicle rental agreement between the JSC TransContainer (Far Eastern branch) and the JSC Russian Railways (Far Eastern direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction on the management of the terminal warehouse complex - branch of the JSC Russian Railways).

For: 10.

Against: none.

Abstained: 1 (Ivanov P.A.).

2.2.6. About the approval of the Man-related vehicle rental agreement between the JSC TransContainer (Far Eastern branch) and the JSC Russian Railways (Far Eastern direction acting in operating of terminal warehouse complex – structural subdivision of the Central direction on the management of on the terminal warehouse complex - branch of the JSC Russian Railways).

For: 10.

Against: none.

Abstained: 1 (Ivanov P.A.).

2.2.7. About the approval of the Man-related vehicle rental agreement between the JSC TransContainer (Far Eastern branch) and the JSC Russian Railways (Far Eastern direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction on the management of the terminal warehouse complex - branch of the JSC Russian Railways).

For: 10.

Against: none.

Abstained: 1 (Ivanov P.A.).

2.2.8. About the approval of the Man-related vehicle rental agreement between the JSC TransContainer (Far Eastern branch) and the JSC Russian Railways (Far Eastern direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction on the management of the terminal warehouse complex - branch of the JSC Russian Railways).

For: 10.

Against: none.

Abstained: 1 (Ivanov P.A.).

2.2.9. About approval of the Contract about party change in short-term Commercial Property Lease Agreement dd. April 21, 2014 No.3/2014/KJ/TKð/14/04/0025 between JSC TransContainer and JSC "Football Club "LOKOMOTIV" and LLC "Finresource".

This question was included in the agenda of the Board of Directors of the Company at the meeting on the initiative of management.

For: 6.

Against: none.

Abstained: 1 (Il'ichev P.A.).

Members of the Board of Directors of A.S. Vinokurov, P.A. Ivanov, I.A. Kostenetz and Y.V. Novozhilov not vote in favor of the draft decision.

2.3. Contents of the decisions made by the Issuers' Board of Directors:

2.3.1.

1. To determine that the amount of the monthly payments is determined based on the type and

number of units of placed communication cables in accordance with Specification (the Annex №1 to the Contract) and is 2868.19 roubles (two thousand eight hundred sixty eight roubles 19 kopecks), including VAT 18% - 437.52 roubles (four hundred thirty seven roubles 52 kopecks). The cost of the services under the present Contract is defined according to the Contractor's rates.

2. To approve the Contract for rendering services of cable allocation in cable line infrastructure to be signed by the JSC Russian Railways (Kuibyshev branch) and the JSC TransContainer (Samara branch - regional communication centre - structural subdivision of Samara communication direction of Central communication station - branch of JSC Russian Railways), being the interested party transaction"

The Parties to the Contract: The JSC Russian Railways (Samara regional communication centre - structural subdivision of Samara communication direction of Central communication station - branch of the JSC Russian Railways) - Contractor and the JSC TransContainer (Kuibyshev branch) - Customer.

The Subject of the Contract: Providing services for the placement of communication cables in the cable line infrastructure (CLI).

The Contract Price: The monthly payment is 2868.19 roubles (two thousand eight hundred sixty eight roubles 19 kopecks), including VAT 18% - 437.52 roubles. (four hundred thirty seven roubles 52 kopecks).

The Contract Duration: The Contract starts to be effective from the date of its signing by the Parties and is valid until 31.12.2014. The contract covers the relations between the parties arising before its entry into force from 01.04.2014.

Other Terms and Conditions: If none of the parties not later than 30 (thirty) days prior to the expiration of this Contract, declares its intention to terminate it, or change its conditions, the effect of this Contract will be extended for each following year.

2.3.2.

1. To determine that the cost is:

- for services to access the Internet (dedicated channel) at the address: Ekaterinburg, st. Nikolaya Nikonova, 8, monthly 3450 (three thousand four hundred fifty) roubles 00 kopecks, plus VAT - 18%;*
- for services to access the Internet (dedicated channel) at the address: Ekaterinburg, st. Avtomagistralnaya, 2, monthly 3450 (three thousand four hundred fifty) roubles 00 kopecks, plus VAT - 18%, one-time payment is 4000 (four thousand) roubles 00 kopecks, plus VAT - 18%.*

2. To approve the Supplementary Agreement to the Contract on the provision of telecommunications services № 321-08 / 92 from 09.06.2009 between the JSC "TransContainer" (the branch on Sverdlovsk Railway) and the JSC "Ural-TransTeleKom", being the interested party transaction, on the following terms:

The Parties to the Supplementary Agreement: The JSC "TransContainer" (the branch on Sverdlovsk Railway) - the Customer, the JSC "Ural-TransTeleKom" - the Contractor.

The Subject of the Supplementary Agreement:

1. To enter into force on the date of signing of the Supplementary Agreement the Order № the service "access to the Internet (dedicated channel)" to the Contract as amended by the Annex № 1 to the Supplementary Agreement.

2. To declare the order №2 "for provision of services on providing the permanent access to the Internet" to the Contract from 16.04.2014 to be no longer in force.

The Cost of the Supplementary Agreement:

- for services to access the Internet (dedicated channel) at the address: Ekaterinburg, st. Nikolaya Nikonova, 8, monthly 3450 (three thousand four hundred fifty) roubles 00 kopecks, plus VAT - 18%;*
- for services to access the Internet (dedicated channel) at the address: Ekaterinburg, st. Avtomagistralnaya, 2, monthly 3450 (three thousand four hundred fifty) roubles 00 kopecks, plus VAT - 18%, one-time payment is 4000 (four thousand) roubles 00 kopecks, plus VAT - 18%.*

The Supplementary Agreement validity terms: The Supplementary Agreement starts to be effective from the date of its signing by both Parties and is valid during Contract validity terms.

The Supplementary Agreement shall cover the relations between the Parties:

- in terms of the services "access the Internet (dedicated channel)" at the address: Ekaterinburg, st. Nikolaya Nikonova, 8, from 16.04.2014;

- in terms of the services "access the Internet (dedicated channel)" at the address: Ekaterinburg, st. Avtomagistralnaya, 2, from 14.04.2014;

- in terms of the cancellation of the order №2 "for provision of services on providing the permanent access to the Internet" to the Contract from 16.04.2014 to be no longer in force.

2.3.3.

1. To determine that the cost of services to provide the communication channel for the use is set on the basis of the price list of the Irkutsk regional communications centre - the structural subdivision of the Central Directorate of Communication - the branch of the JSC "Russian Railways" and on the date of the Contract conclusion is 12 438.14 roubles with VAT 18% for 1 channel per month.

2. To approve the Contract for rendering services to provide for the use of the communication channel to be signed between the JSC Russian Railways (the branch at the West-Siberian Railway) and the JSC TransContainer (Irkutsk regional communication centre - the structural subdivision of the Central Directorate of Communication - the branch of JSC Russian Railways), being the interested party transaction" on the following terms:

The Parties to the Contract: The JSC "TransContainer" (the branch at the East-Siberian railway) - the Customer; the JSC "Russian Railways" (Irkutsk regional communication centre - structural subdivision of Central Directorate of Communication - branch of the JSC Russian Railways) - the Operator.

The Subject of the Contract: The Operator renders to the Customer the services on the provision of communication channels (hereinafter - Services), and the Customer accepts and pays for the services.

The Contract Price: The cost of services on the provision of communication channels is 12 438.14 roubles with VAT (18%) for 1 channel per month.

The Contract Duration: The Contract starts to be effective from the moment of its signing by the Parties and is valid during 1 year.

Other Terms and Conditions: If none of the parties not later than 30 (thirty) days prior to the expiration of this Contract, declares its intention to terminate it, or change its conditions, the effect of this Contract will be extended for each following year.

2.3.4.

1. To determine that the cost of rent is determined by the rates that are agreed by the parties in the annexes to the Contract and shall not exceed 23151000 (twenty three million one hundred fifty one thousand) roubles excluding VAT. The VAT at the rate of 18% is charged separately.

2. To approve the Man-related vehicle rental agreement between the JSC TransContainer (Far Eastern branch) and the JSC Russian Railways (Far Eastern direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction on the management of the terminal warehouse complex - branch of JSC Russian Railways), being the transaction with interest on the following terms:

The Parties to the Contract: The JSC TransContainer (Far Eastern branch), the Leaser, and the JSC Russian Railways (Far Eastern central offices on the management of terminal and warehouse complex – structural division of the Central office on the management of terminal and warehouse complex - the JSC RR branch), the Lease provider.

The Subject of the Contract: The Lessor provides to the Lessee for the importation/exportation of goods in large tonnage containers in Birobidzhan and the surrounding areas the vehicle for temporary possession and use, and provides the Lessee the services by its own forces on management of vehicle and its technical operation, as well as related services.

The Contract Price: calculated from the cost of the rent fee, agreed by the parties in the annexes to the Contract and shall not exceed 23151000 (twenty three million one hundred fifty one thousand)

roubles excluding VAT. The VAT at the rate of 18% is charged separately.

The Contract Duration: The Contract starts to be effective from the moment of its signing by the Parties and is valid until 31.12.2016 inclusively.

The Contract covers the relations between the Parties arising from 01.01.2014.

Other Terms and Conditions:

The Contract may be terminated by either Party by written notice to the other Party not later than 30 (thirty) calendar days prior to the date of termination.

The Lessor may provide the vehicle not specified in the Annex №1 on condition that it meets all the requirements set by the Contract.

The change of the rent rates is made by the notification addressed to the Lessee not later than 30 (thirty) working days prior to their introduction. The agreement on rate changes is considered accepted upon signing by the Parties of the new annex to the Contract.

The rent increase is possible not earlier than 6 (six) months from the date of signing of the Contract and not more often than once during the year; the rent can not be increased by more than 10% (ten percent) per annum from the originally agreed rent.

2.3.5.

1. To define that the cost of the rent is defined by rates which are agreed by the parties in the annexes to the Contract.

2. To approve the Man-related vehicle rental agreement between the JSC TransContainer (Far Eastern branch) and the JSC Russian Railways (Far Eastern direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction on the management of the terminal warehouse complex - branch of JSC Russian Railways), being the transaction with interest on the following terms:

The Parties to the Contract: The JSC TransContainer (Far Eastern branch), the Leaser, and the JSC Russian Railways (Far Eastern central offices on the management of terminal and warehouse complex – structural division of the Central office on the management of terminal and warehouse complex - the OJSC RR branch), the Lease provider.

The Subject of the Contract: The Lessor provides to the Lessee for the importation/exportation of goods in large tonnage containers in Khabarovsk and the surrounding areas the vehicle for temporary possession and use, and provides the Lessee the services by its own forces on management of vehicle and its technical operation, as well as related services.

The Contract Price: is the cost of rent rates agreed by the parties in the annexes to the Contract.

The Contract Duration: The Contract starts to be effective from the date of its signing by the Parties and is valid until 31.12.2016.

The Contract covers the relations arising from 01.01.2014.

Other Terms and Conditions:

The Contract may be terminated by either Party by written notice to the other Party not later than 30 (thirty) calendar days prior to the date of termination.

The Lessor may provide the vehicle not specified in the Annex №1 on condition that it meets all the requirements set by the Contract.

The change of the rent rates is made by the notification addressed to the Lessee not later than 30 (thirty) working days prior to their introduction. The agreement on rate changes is considered accepted upon signing by the Parties of the new annex to the Contract.

The rent increase is possible not earlier than 6 (six) months from the date of signing of the Contract and not more often than once during the year; the rent can not be increased by more than 10% (ten percent) per annum from the originally agreed rent.

2.3.6.

1. To determine that the cost of rent is determined by the rates that are agreed by the parties in the annexes to the Contract and shall not exceed 500,000 (five hundred thousand) roubles 00 kopecks excluding VAT. The VAT at the rate of 18% is charged separately.

2. To approve the Man-related vehicle rental agreement between the JSC TransContainer (Far Eastern branch) and the JSC Russian Railways (Far Eastern direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction on the management of the terminal warehouse complex - branch of JSC Russian Railways), being the transaction with interest on the following terms:

The Parties to the Contract: The JSC TransContainer (Far Eastern branch), the Leaser, and the JSC Russian Railways (Far Eastern central offices on the management of terminal and warehouse complex – structural division of the Central office on the management of terminal and warehouse complex - the OJSC RR branch), the Lease provider.

The Subject of the Contract: The Lessor provides to the Lessee for the importation/exportation of goods in medium tonnage containers in Birobidzhan and the surrounding areas the vehicle for temporary possession and use, and provides the Lessee the services by its own forces on management of vehicle and its technical operation, as well as related services.

The Contract Price: calculated from the cost of the rent fee, agreed by the parties in the annexes to the Contract and shall not exceed 500,000 (five hundred thousand) roubles 00 kopecks excluding VAT. The VAT at the rate of 18% is charged separately.

The Contract Duration: The Contract enters into force upon its signature by the Parties and shall be valid until 31 December 2014 inclusively, or until the limit of 500 000 (five hundred thousand) roubles 00 kopecks, excluding VAT.

The Contract covers the relations between the Parties arising from 01.01.2014.

Other Terms and Conditions:

The Contract may be terminated by either Party by written notice to the other Party not later than 30 (thirty) calendar days prior to the date of termination.

The Lessor may provide the vehicle not specified in the Annex №1 on condition that it meets all the requirements set by the Contract.

The change of the rent rates is made by the notification addressed to the Lessee not later than 30 (thirty) working days prior to their introduction. The agreement on rate changes is considered accepted upon signing by the Parties of the new annex to the Contract.

2.3.7.

1. To determine that the cost of rent is determined by the rates that are agreed by the parties in the annexes to the Contract and shall not exceed 500,000 (five hundred thousand) roubles 00 kopecks excluding VAT. The VAT at the rate of 18% is charged separately.

2. To approve the Man-related vehicle rental agreement between the JSC TransContainer (Far Eastern branch) and the JSC Russian Railways (Far Eastern direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction on the management of the terminal warehouse complex - branch of JSC Russian Railways), being the transaction with interest on the following terms:

The Parties to the Contract: The JSC TransContainer (Far Eastern branch), the Leaser, and the JSC Russian Railways (Far Eastern central offices on the management of terminal and warehouse complex – structural division of the Central office on the management of terminal and warehouse complex - the OJSC RR branch), the Lease provider.

The Subject of the Contract: The Lessor provides to the Lessee for the importation/exportation of goods in medium tonnage containers in Khabarovsk and the surrounding areas the vehicle for temporary possession and use, and provides the Lessee the services by its own forces on management of vehicle and its technical operation, as well as related services.

The Contract Price: is calculated from the cost of the rent fee, agreed by the parties in the annexes to the Contract and shall not exceed 500,000 (five hundred thousand) roubles 00 kopecks excluding VAT. The VAT at the rate of 18% is charged separately.

The Contract Duration: The Contract enters into force upon its signature by the Parties and shall be valid until 31 December 2014 inclusively, or until the limit of 500 000 (five hundred thousand) roubles, excluding VAT. The Contract covers the relations arising from 01.01.2014.

Other Terms and Conditions:

The Contract may be terminated by either Party by written notice to the other Party not later than 30 (thirty) calendar days prior to the date of termination.

The Lessor may provide the vehicle not specified in the Annex №1 on condition that it meets all the requirements set by the Contract.

The change of the rent rates is made by the notification addressed to the Lessee not later than 30 (thirty) working days prior to their introduction. The agreement on rate changes is considered accepted upon signing by the Parties of the new annex to the Contract.

2.3.8.

To determine that the cost of rent is determined by the rates that are agreed by the parties in the annexes to the Contract and shall not exceed 9,388,000 (nine million three hundred eighty eight thousand) roubles excluding VAT. The VAT at the rate of 18% is charged separately.

To approve the Man-related vehicle rental agreement between the JSC TransContainer (Far Eastern branch) and the JSC Russian Railways (Far Eastern direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction on the management of the terminal warehouse complex - branch of JSC Russian Railways), being the transaction with interest on the following terms:

The Parties to the Contract: The JSC "TransContainer" (Far Eastern branch) - the Lessee, the JSC Russian Railways (Far Eastern direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction on the management of the terminal warehouse complex - branch of JSC Russian Railways) - the Lessor.

The Subject of the Contract: The Lessor provides to the Lessee for the importation/exportation of goods in large tonnage containers in Yuzhno-Sakhalinsk and the surrounding areas the vehicle for temporary possession and use, and provides the Lessee the services by its own forces on management of vehicle and its technical operation, as well as related services.

The Contract Price: is calculated from the cost of the rent fee, agreed by the parties in the annexes to the Contract and shall not exceed 9,388,000 (nine million three hundred eighty eight thousand) roubles excluding VAT. The VAT at the rate of 18% is charged separately.

The Contract Duration: The Contract starts to be effective from the date of its signing by both Parties and is valid until 31.12.2016 inclusively.

Other Terms and Conditions:

The Contract may be terminated by either Party by written notice to the other Party not later than 30 (thirty) calendar days prior to the date of termination.

The Lessor may provide the vehicle not specified in the Annex №1 on condition that it meets all the requirements set by the Contract.

The change of the rent rates is made by the notification addressed to the Lessee not later than 30 (thirty) working days prior to their introduction. The agreement on rate changes is considered accepted upon signing by the Parties of the new annex to the Contract.

The rent increase is possible not earlier than 6 (six) months from the date of signing of the Contract and not more often than once during the year; the rent can not be increased by more than 10% (ten percent) per annum from the originally agreed rent.

2.3.9.

To define that the Agreement does not change the rent cost under the Commercial Property Lease Agreement No.3/2014/KL/TKd/14/04/0025 dated 21 April 2014.

To approve the conclusion of the Agreement on a change of the Party in the Commercial Property Lease Agreement No.3/2014/KL/TKd/14/04/0025 dated 21 April 2014.

The Contract parties: JSC "TransContainer" is the Lessee, CJSC "Football Club "Locomotive" (T.M.) is the Lessor, LLC "Finresource" is the New Lessor.

The Subject of the Contract: "1. All rights and obligations under this Contract No.3/2014/KL/TKd/14/04/0025 dated 21 April 2014 (hereinafter - the Agreement) are fully

transferred to the New Lessor since 01 August 2014.

2. The parties confirm that the Lessee transfer money under the Agreement in full. As at 30 June 2014 there is no any debt under the Agreement of the Lessee to the Lessor.

3. The Lessor is liable at term till 31 August 2014 to transfer the rest balance of cash in the amount of 2,700,000.00 (Two million seven hundred thousand) rubles 00 kopecks, including VAT of 18% paid by the Lessee the Agreement.

4. The Lessor is obliged to transfer the Agreement to the New Lessor, including all Annexes to it."

Contract validity terms: The Agreement enters into force on the date it is signed by the Parties, covers the relations between the Parties arising before its entry into force since 01 June 2014 and is the integral part of the Contract.

2.4. Date of holding the meeting of the Issuer's Board of Directors, during which the above mentioned decisions were made: **17th September 2014.**

2.5. Date of making and number of the Minutes of the meeting of the Issuer's Board of Directors during which the above mentioned decisions were made: **Minutes No. 3 of 18th September 2014.**

3. Signatures

3.1. Director General
of JSC TransContainer

(signature)

P. V. Baskakov

3.2. Date: 18 September 20 14

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