**Statement of Material Fact**

**Specific decisions passed by the issuer’s board of directors**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. General Information | | | | | | | | | | | |
| 1.1. Full corporate name of the issuer | | | | | | | | ***Joint-Stock Company Centre for the Transport of Goods in Containers (TransContainer)*** | | | |
| 1.2. Short corporate name of the issuer | | | | | | | | ***JSC TransContainer*** | | | |
| 1.3. Issuer’s registered address | | | | | | | | ***Russian Federation, 107228, Moscow, Novoryazanskaya Street, 12*** | | | |
| 1.4. Issuer’s Principal State Registration Number (OGRN) | | | | | | | | ***1067746341024*** | | | |
| 1.5. Issuer’s Taxpayer Identification Number (INN) | | | | | | | | ***7708591995*** | | | |
| 1.6. Issuer’s unique code assigned by the registration agency | | | | | | | | ***55194-Е*** | | | |
| 1.7. Webpage used by the issuer for disclosure of information | | | | | | | | [***http://www.trcont.ru***](http://www.trcont.ru) | | | |
| 2. Contents of the Statement | | | | | | | | | | | |
| ***Approval of related-party transactions***  2.1. Quorum of the meeting of the issuer’s Board of Directors: ***9 of 11 members of the Directors Board of JSC "TransContainer" took part in the meeting.***  ***Pursuant to Articles 68 and 83 of the Federal Law of Joint-Stock Companies, there was a quorum and the meeting of the issuer’s Board of Directors was legally qualified.***  2.2. Contents of the decisions passed by the issuer’s board of directors:  ***2.2.1.***  ***1. To determine that the amount of rent for the use of the real estate — nonresidential premises No. 5 with an area of 9.3 sq.m located on the ground floor of the administrative building for acceptance/delivery agents of Glazov station container platform at the address: ul. Baryshnikova, Glazov, Udmurt Republic, shall constitute RUB15,852.00 a year, including VAT.***  ***2. To approve entering into the Real Estate Lease Agreement (ul. Baryshnikova, Glazov, Udmurt Republic) by and between JSCo “RZD” (Directorate for Operation of Buildings and Constructions of Gorky Directorate of Gorky Railway Infrastructure — a branch of JSCo “RZD”) and JSC “TransContainer” (Gorky Branch) as an interested party transaction on the following terms:***  ***Parties to the Agreement: JSCo “RZD” (Directorate for Operation of Buildings and Constructions of Gorky Directorate of Gorky Railway Infrastructure — a branch of JSCo “RZD”) is the Lessor and JSC “TransContainer” (Gorky Branch) is the Lessee.***  ***Subject of the Agreement:***  ***Lease of the real estate — nonresidential premises No. 5 with an area of 9.3 sq.m located on the ground floor of the administrative building for acceptance/delivery agents of Glazov station container platform at the address: ul. Baryshnikova, Glazov, Udmurt Republic, to be used as an office, Certificate of State Registration of Title No. 18 АА No. 976116 dated January 18, 2010.***  ***Amount of the rent under the Agreement:***  ***The annual rent calculated subject to VAT shall be considered as equal to RUB15,852.00, including VAT (18%) — RUB2,418.10.***  ***Term of the Agreement:***  ***the Agreement shall come into force from the date of its signing by the Parties and shall be valid for 11 months.***  ***Other material conditions of the Agreement:***  ***If the Lessee continues to use the estate upon expiration of this Agreement’s term provided that the Lessor has no objections, the Lease Agreement shall be deemed renewed on the same terms and conditions for an indefinite period.***  ***2.2.2.***  ***1. To determine that the amount of rent for the use of the real estate with an area of 21.2 sq.m located at the address: 1A, ul. Gorkogo, Ulyanovsk, Ulyanovsk Oblast, shall constitute RUB44,265.60, including VAT.***  ***2. To approve entering into the Real Estate Lease Agreement (1A, ul. Gorkogo, Ulyanovsk, Ulyanovsk Oblast) by and between JSCo “RZD” (Kuibyshev Railway — a branch of JSCo “RZD”) and JSC “TransContainer” (Kuibyshev Branch) as an interested party transaction on the following terms:***  ***Parties to the Agreement: JSCo “RZD” (Kuibyshev Railway — a branch of JSCo “RZD”) is the Lessor and JSC “TransContainer” (Kuibyshev Branch) is the Lessee.***  ***Subject of the Agreement:***  ***Lease of the real estate — nonresidential premises No. 6 with an area of 21.2 sq.m located on the ground floor of passenger terminal building of Ulyanovsk-3 station at the address: 1A, ul. Gorkogo, Ulyanovsk, Ulyanovsk Oblast; Certificate of State Registration of Title No. 73-АА 031647 dated July 27, 2010.***  ***Amount of the rent under the Agreement:***  ***Annual rent shall be equal to forty-four thousand two hundred sixty-five Russian rubles 60 kopecks (RUB44,265.60), including VAT (18%) in the amount of six thousand seven hundred fifty-two Russian rubles 38 kopecks (RUB6,752.38).***  ***Amount of the monthly rent shall be equal to three thousand six hundred eighty-eight Russian rubles eighty kopecks (RUB3,688.80), including VAT (18%) in the amount of five hundred sixty-two Russian rubles 70 kopecks (RUB562.70).***  ***Term of the Agreement:***  ***the Agreement shall come into force from the date of its signing by the Parties and shall be valid for 11 months.***  ***Other material conditions of the Agreement:***  ***If the Lessee continues to use the estate upon expiration of this Agreement’s term provided that the Lessor has no objections, the Lease Agreement shall be deemed renewed on the same conditions for an indefinite period.***  ***2.2.3.***  ***1. To determine that the transaction’s subject shall not modify the amount of rent under Real Estate Lease Agreement No. НОДРИ07-н/75-527 dated October 29, 2007.***  ***2. To approve entering into the Termination of Real Estate Lease Agreement No. НОДРИ07-н/75-527 dated October 29, 2007 by and between JSCo “RZD” (Sverdlovsk Railway) and JSC “TransContainer” (Sverdlovsk Branch), which is an interested party transaction, on the following terms:***  ***Parties to the Agreement: JSCo “RZD” (Sverdlovsk Railway) is the Lessor and JSC “TransContainer” (Sverdlovsk Branch) is the Lessee.***  ***Subject of the Agreement: Termination of Real Estate Lease Agreement No. НОДРИ07-н/75-527 dated October 29, 2007 (the real estate is located at the address: ПК9+00, 205 km, Berezniki station, Berezniki, Perm Krai).***  ***Term of the Agreement: the Agreement shall come into force from the date of its signing by the Parties.***  ***2.2.4.***  ***1. To determine that the amount of rent for the use of the real estate with an area of 23.6 sq.m located at the address: ПК9+00, 205 km, Berezniki station, Berezniki, Perm Krai, shall constitute RUB73,937.88 a year, including VAT.***  ***2. To approve entering into the Real Estate Lease Agreement (Berezniki station, Berezniki, Perm Krai) by and between JSCo “RZD” (Sverdlovsk Railway — a branch of JSCo “RZD”) and JSC “TransContainer” (Sverdlovsk Branch) as an interested party transaction on the following terms:***  ***Parties to the Agreement:***  ***JSCo “RZD” (Sverdlovsk Railway — a branch of JSCo “RZD”) is the Lessor and JSC “TransContainer” (Sverdlovsk Branch) is the Lessee.***  ***Subject of the Agreement:***  ***Lease of the real estate — nonresidential premises No. 107 with a total area of 23.6 sq.m located on the ground floor of the 2-floor brick administration and on-site building, liter A2, at the address: ПК9+00, 205 km, Berezniki station, Berezniki, Perm Krai. The real estate shall be transferred to be used as an office.***  ***Amount of the rent under the Agreement:***  ***Amount of the monthly rent under the agreement shall be equal to six thousand one hundred sixty-one (6,161) Russian rubles 49 kopecks, including VAT (18%) — nine hundred thirty-nine (939) Russian rubles 89 kopecks.***  ***Amount of the annual rent shall be equal to seventy-three thousand nine hundred thirty-seven (73,937) Russian rubles 88 kopecks, including VAT (18%) — eleven thousand two hundred seventy-eight (11,278) Russian rubles 66 kopecks.***  ***Term of the Agreement:***  ***the Agreement shall come into force from the date of its signing by the Parties and shall be valid for 11 months.***  ***Other material conditions of the Agreement:***  ***If the Lessee continues to use the estate upon expiration of this Agreement’s term provided that the Lessor has no objections, the Lease Agreement shall be deemed renewed on the same conditions for an indefinite period.***  ***2.2.5.***  ***1. To determine that the cost of works under the Work Contract between JSC “TransContainer” (Krasnoyarsk Branch) and JSC «Roszheldorproject» (Krasnoyarsk Planning and Surveying Institute Krasnoyarskzheldorproject — a branch of JSC «Roszheldorproject») amounts to two hundred and nine thousand five hundred sixty-nine Russian rubles 18 kopecks (RUB209,569.18), including VAT (18%) of thirty-one thousand nine hundred sixty eight Russian rubles 18 kopecks (RUB31,968.18).***  ***2. To approve entering into the Work Contract by and between JSC “TransContainer” (Krasnoyarsk Branch) and JSC «Roszheldorproject» (Krasnoyarsk Planning and Surveying Institute Krasnoyarskzheldorproject — a branch of JSC «Roszheldorproject»), which is an interested party transaction, on the following terms:***  ***Parties to the Contract: JSC «Roszheldorproject» (Krasnoyarsk Planning and Surveying Institute Krasnoyarskzheldorproject — a branch of JSC «Roszheldorproject») is the Contractor and JSC “TransContainer” (Krasnoyarsk Branch) is the Customer.***  ***Subject of the Contract: Field supervision over building and assembly works at the site: “Reconstruction of the Agency’s Container Terminal located at Bazaikha station — JSC “TransContainer” branch on the Krasnoyarskaya Railway. Start-up facilities. 1st stage.”***  ***Price of the Contract: The cost of works under the Contract amounts to two hundred and nine thousand five hundred sixty-nine Russian rubles 18 kopecks (RUB209,569.18), including VAT (18%) of thirty-one thousand nine hundred sixty-eight Russian rubles 18 kopecks (RUB1,968.18).***  ***Term of the Contract: the Contract shall come into force from the date of its signing and shall be valid until complete performance by the Parties of their obligations. This Contract shall apply to the relations of the Parties established before its effective date starting with August 12, 2011.***  ***2.2.6.***  ***1. To determine that the cost of telegraph services shall comprise the cost of the services actually rendered subject to the scope of the services provided.***  ***2. To approve entering into the Telegraph Services Agreement by and between JSC “TransContainer” (Krasnoyarsk Branch) and JSCo “RZD” (Krasnoyarsk Regional Communication Centre — a structural unit of Krasnoyarsk Communication Direction — of Central Communication Station — of a branch of JSCo “RZD”), which is an interested party transaction, on the following terms:***  ***Parties to the Agreement: JSC “TransContainer” (Krasnoyarsk Branch) is the User, JSCo “RZD” (Krasnoyarsk Regional Communication Centre — a structural unit of Krasnoyarsk Communication Direction — of Central Communication Station — of a branch of JSCo “RZD”) is the Provider.***  ***Subject of the Agreement: rendering of telegraph services.***  ***Price of the Agreement: The cost of telegraph services shall be determined in accordance with the Service Provider’s tariff plan for rendering of telegraph services subject to the scope of the services provided:***  ***to deliver an ordinary internal telegram — 2.79 Russian rubles/word;***  ***to deliver an urgent internal telegram — 4.19 Russian rubles/word;***  ***to deliver (telegraph charge) a telegram marked “Ordinary” — 18.75 Russian rubles/word;***  ***to deliver (telegraph charge) a telegram marked “Urgent”, “No category”, “Extraordinary”, “President of the Russian Federation”, “Highly Governmental”, “Governmental” — 25.00 Russian rubles/word;***  ***to deliver (telegraph charge) a telegram (marked “registered mail”) to a locality (settlement) having no telegraph, fax (telephone) communication — 27.05 Russian rubles/word.***  ***In addition, there shall be charged VAT of 18%.***  ***Term of the Agreement: the Agreement shall come into force from the date of its signing by the Parties and shall be valid until December 31, 2012.***  ***Other conditions: The Agreement shall be deemed extended for each subsequent calendar year, unless either Party notifies the other Party on its intent to terminate the Agreement 30 days prior to its expiration.***  ***2.2.7.***   1. ***To determine that the cost of sale of the metalware composed of 5-ton containers in number of two (2) units shall constitute RUB22,616.36, including VAT of 18% — RUB3,449.95.*** 2. ***To approve entering into the Sale and Purchase Agreement of JSCo “RZD” (Komsomolsk Civil Works Distance — a structural unit of Far East Infrastructure Direction — of a structural unit of Far East Railway — a branch of JSCo “RZD”) and JSC “TransContainer” (Far East Branch) on the following terms:***   ***Parties to the Agreement: JSC “TransContainer” (Far East Branch) is the Seller and JSCo “RZD” (Komsomolsk Civil Works Distance — a structural unit of Far East Infrastructure Direction — of a structural unit of Far East Railway — a branch of JSCo “RZD”) is the Purchaser.***  ***Subject of the Agreement: The Seller undertakes to transfer the metalware composed of the 5-ton containers excluded from JSC “TransContainer” inventoried stock in number of two units into the Purchaser’s ownership, while the Purchaser undertakes to accept and pay such transfer.***  ***Price of the Agreement: twenty-two thousand six hundred and sixteen Russian rubles 36 kopecks (RUB22,616.36), including VAT of 18% — three thousand four hundred forty-nine Russian rubles 95 kopecks (RUB3,449.95). Handling operations are excluded from the price of the Agreement and shall be performed by the Purchaser’s own forces and means.***  ***Term of the Agreement: the Agreement shall come into force from the date of its signing by both Parties and shall be valid until complete performance by the Parties of their obligations under the Agreement.***  ***2.2.8.***  ***1. To determine that that the cost of sale of the metalware composed of the 3-ton containers in number of 55 units and 5-ton containers in number of 36 units excluded from JSC “TransContainer” inventoried stock, subject to handling operations, shall constitute RUB729,185.24, including VAT of 18% — RUB111,231.65.***  ***To approve entering into the Metalware Sale and Purchase Agreement of JSCo “RZD” (South-Eastern Infrastructure Direction — a structural unit of South-Eastern Railway) and JSC “TransContainer” (South-Eastern Branch) as an interested party transaction on the following terms:***  ***Parties to the Agreement: JSCo “RZD” (South-Eastern Infrastructure Direction — a structural unit of South-Eastern Railway) (Purchaser) and JSC “TransContainer” (South-Eastern Branch) (Seller).***  ***Subject of the Agreement: The Seller undertakes to supply, while the Purchaser undertakes to accept and pay the metalware composed of the 5-ton containers in number of 36 units excluded from JSC “TransContainer” inventoried stock and the metalware composed of the 3-ton containers in number of 55 units excluded from JSC “TransContainer” inventoried stock (“Goods”) on the terms and conditions of this Agreement.***  ***Price of the Agreement: seven hundred twenty-nine thousand one hundred eighty-five Russian rubles 24 kopecks (RUB729,185.24), including VAT of 18% — one hundred eleven thousand two hundred thirty-one Russian rubles 65 kopecks (RUB111,231.65). The price of the Agreement shall include the cost of handling operations.***  ***Term of the Agreement: the Agreement shall come into force from the date of its signing and shall be valid until December 31, 2011.***  ***2.2.9.***   1. ***To determine that the cost of the claim to be assigned under Agreement No. ЦКП-152722 dated March 04, 2008 shall amount to one hundred fifteen thousand five hundred thirty-two US dollars and three cents (USD115,532.03), while compensation for transaction and administrative expenses of TransContainer Asia Pacific, Ltd. shall amount to two thousand US dollars and three cents (USD2,000.03).*** 2. ***To approve entering into the Claim Assignment Agreement (Cession Agreement) by and between JSC “TransContainer” and TransContainer Asia Pacific, Ltd. (JSC “TransContainer” subsidiary located in the Republic of Korea), which is an interested party transaction, on the following terms:***   ***Parties to the Agreement: JSC “TransContainer” is the Assignor, TransContainer Asia Pacific, Ltd. is the Assignee.***  ***Subject of the Agreement: The Assignor shall transfer, while the Assignee shall accept the claims in full under Agreement No. ЦКП-152722 dated March 04, 2008 concluded between the Assignor and Glovis Co, Ltd.***  ***Price of the Agreement: for the claims to be assigned under Agreement No. ЦКП-152722 dated March 04, 2008 the Assignee shall pay to the Assignor an amount of one hundred fifteen thousand five hundred thirty-two US dollars and three cents (USD115,532.03), less the amount of two thousand US dollars and three cents (USD2,000.03) which is the compensation for transaction and administrative expenses of the Assignee.***  ***Term of the Agreement: the Agreement shall come into force from the date of its signing by the Parties and shall be valid until complete performance by the Parties of their obligations.***  ***2.2.10.***  ***1. To determine that the subject of the Termination shall not modify the cost of the services to be rendered under Telegraph Services Agreement No. 300/РЦС-5/235 dated August 18, 2008.***  ***2. To approve entering into the Termination of Telegraph Services Agreement No. 300/РЦС-5/235 dated August 18, 2008 by and between JSCo “RZD” (Michurinsk Regional Communication Centre — a structural unit of Voronezh Communication Direction of Central Communication Station — a branch of JSCo “RZD”) and JSC “TransContainer” (South-Eastern Branch), which is an interested party transaction, on the following terms:***  ***Parties to the Agreement: JSCo “RZD” (Michurinsk Regional Communication Centre — a structural unit of Voronezh Communication Direction of Central Communication Station — a branch of JSCo “RZD”) (Service Provider) and JSC “TransContainer” (South-Eastern Branch) (Subscriber).***  ***Subject of the Agreement: The Service Provider and the Subscriber have come to the decision to terminate Agreement No. 300/РЦС-5/235 dated August 18, 2008 from October 01, 2011.***  ***Term of the Agreement: the Agreement shall come into force from the date of its signing and shall be valid for the relations of the Parties established before the Agreement’s effective date starting with October 01, 2011.***  ***2.2.11.***  ***1. To determine that the cost of the freight forwarding services to be rendered by JSC “TransContainer” shall be fixed subject to the list and cost of freight forwarding services approved by JSC “TransContainer” as in effect as of the date when the services have been provided.***  ***2. To approve entering into the Freight Forwarding Agreement by and between JSC “TransContainer” (Privolzhsky Branch) and OAO VRK-1 (Rostov Branch), which is an interested party transaction, on the following terms:***  ***Parties to the Agreement: JSC “TransContainer” (Privolzhsky Branch) is TransContainer, OAO VRK-1 (Rostov Branch) is the Client.***  ***Subject of the Agreement: In exchange for a fee and at the Client’s expense TransContainer undertakes to provide and/or arrange provision of the freight forwarding services specified in the Client’s Order related to freight transportation by rail, water and/or road, as well as to provide other freight forwarding services for arrangement of movement of domestic, import, export and transit freights.***  ***Price of the Agreement: Price of the Agreement shall comprise the cost of the freight forwarding services provided to the Client in the course of the Agreement’s performance according to the list and cost of freight forwarding services approved by JSC “TransContainer”.***  ***Term of the Agreement: the Agreement shall come into force from the date of its signing by both Parties and shall be valid until December 31, 2011 (inclusive). The Agreement shall be deemed extended for each subsequent calendar year, unless either Party declares in written its intent to terminate the Agreement thirty days prior to its expiration.***  ***2.2.12.***  ***1. To determine that the cost of the freight forwarding services to be rendered by JSC “TransContainer” shall be fixed subject to the list and cost of freight forwarding services approved by JSC “TransContainer” as in effect as of the date when the services have been provided.***  ***2. To approve entering into the Freight Forwarding Agreement by and between JSC “TransContainer” (Privolzhsky Branch) and OAO VRK-2 (Voronezh Branch), which is an interested party transaction, on the following terms:***  ***Parties to the Agreement: JSC “TransContainer” (Privolzhsky Branch) is TransContainer, OAO VRK-2 (Voronezh Branch) is the Client.***  ***Subject of the Agreement: In exchange for a fee and at the Client’s expense TransContainer undertakes to provide and/or arrange provision of the freight forwarding services specified in the Client’s Order related to freight transportation by rail, water and/or road, as well as to provide other freight forwarding services for arrangement of movement of domestic, import, export and transit freights.***  ***Price of the Agreement: Price of the Agreement shall comprise the cost of the freight forwarding services provided to the Client in the course of the Agreement’s performance according to the list and cost of freight forwarding services approved by JSC “TransContainer”.***  ***Term of the Agreement: the Agreement shall come into force from the date of its signing by both Parties and shall be valid until December 31, 2011 (inclusive). The Agreement shall be deemed extended for each subsequent calendar year, unless either Party declares in written its intent to terminate the Agreement thirty days prior to its expiration.***  ***2.2.13.***  ***1. To determine that the cost of the freight forwarding services to be rendered by JSC “TransContainer” shall be fixed subject to the list and cost of freight forwarding services approved by JSC “TransContainer” as in effect as of the date when the services have been provided.***  ***2. To approve entering into the Freight Forwarding Agreement by and between JSC “TransContainer” (South Ural Branch) and OAO VRK-2 (Yekaterinburg Branch), which is an interested party transaction, on the following terms:***  ***Parties to the Agreement: JSC “TransContainer” (South Ural Branch) is TransContainer, OAO VRK-2 (Yekaterinburg Branch) is the Client.***  ***Subject of the Agreement: In exchange for a fee and at the Client’s expense TransContainer undertakes to provide and/or arrange provision of the freight forwarding services specified in the Client’s Order related to freight transportation by rail, water and/or road, as well as to provide other freight forwarding services for arrangement of movement of domestic, import, export and transit freights.***  ***Price of the Agreement: Estimated amount of the services to be rendered under the Agreement shall constitute one hundred and forty thousand (140,000) Russian rubles 00 kopecks, including VAT of 18%.***  ***Term of the Agreement: the Agreement shall come into force from the date of its signing by both Parties and shall be valid until December 31, 2011 (inclusive). This Agreement shall be deemed extended for each subsequent calendar year, unless either Party declares in written its intent to terminate this Agreement thirty days prior to its expiration.***  ***2.2.14.***  ***1. To determine that the cost of the freight forwarding services to be rendered by JSC “TransContainer” shall be fixed subject to the list and cost of freight forwarding services approved by JSC “TransContainer” as in effect as of the date when the services have been provided.***  ***2. To approve entering into the Freight Forwarding Agreement by and between JSC “TransContainer” (South Ural Branch) and OAO VRK-1 (Samara Branch), which is an interested party transaction, on the following terms:***  ***Parties to the Agreement: JSC “TransContainer” (South Ural Branch) is TransContainer, OAO VRK-1 (Samara Branch) is the Client.***  ***Subject of the Agreement: In exchange for a fee and at the Client’s expense TransContainer undertakes to provide and/or arrange provision of the freight forwarding services specified in the Client’s Order related to freight transportation by rail, water and/or road, as well as to provide other freight forwarding services for arrangement of movement of domestic, import, export and transit freights.***  ***Price of the Agreement: Estimated amount of the services to be rendered under the Agreement shall constitute three hundred fifty-four (354,000) Russian rubles 00 kopecks, including VAT of 18%.***  ***Term of the Agreement: This Agreement shall come into force from January 01, 2012 and shall be valid until December 31, 2012 (inclusive).***  ***2.2.15.***  ***1. To determine that the cost of the freight forwarding services to be rendered by JSC “TransContainer” shall be fixed subject to the list and cost of freight forwarding services approved by JSC “TransContainer” as in effect as of the date when the services have been provided.***  ***2. To approve entering into the Freight Forwarding Agreement by and between JSC “TransContainer” (South Ural Branch) and JSC Refservice (Refrigerated railcar depot Troitsk — a branch of JSC Refservice), which is an interested party transaction, on the following terms:***  ***Parties to the Agreement: JSC “TransContainer” (South Ural Branch) is TransContainer, JSC Refservice (Refrigerated railcar depot Troitsk) is the Client.***  ***Subject of the Agreement: In exchange for a fee and at the Client’s expense TransContainer undertakes to provide and/or arrange provision of the freight forwarding services specified in the Client’s Order related to freight transportation by rail, water and/or road, as well as to provide other freight forwarding services for arrangement of movement of domestic, import, export and transit freights.***  ***Price of the Agreement: Price of the Agreement shall comprise the cost of the freight forwarding services provided to the Client in the course of the Agreement’s performance according to the list and cost of freight forwarding services approved by JSC “TransContainer”.***  ***Term of the Agreement: This Agreement shall come into force from the date of its signing by both Parties and shall be valid until December 31, 2011 (inclusive). This Agreement shall be deemed extended for each subsequent calendar year, unless either Party declares in written its intent to terminate this Agreement thirty days prior to its expiration.***  ***2.2.16.***  ***1. To determine that the cost of the freight forwarding services to be rendered by JSC “TransContainer” shall be fixed subject to the list and cost of freight forwarding services approved by JSC “TransContainer” as in effect as of the date when the services have been provided.***  ***2. To approve entering into the Freight Forwarding Agreement by and between JSC “TransContainer” (Far East Branch) and OAO BetElTrans (Khabarovsk Concrete Sleeper Plant — a branch of OAO BET), which is an interested party transaction, on the following terms:***  ***Parties to the Agreement: JSC “TransContainer” (Far East Branch) is TransContainer, OAO BetElTrans (Khabarovsk Concrete Sleeper Plant — a branch of OAO BET) is the Client.***  ***Subject of the Agreement: In exchange for a fee and at the Client’s expense TransContainer undertakes to provide and/or arrange provision of the freight forwarding services specified in the Client’s Order related to freight transportation by rail, water and/or road, as well as to provide other freight forwarding services for arrangement of movement of domestic, import, export and transit freights.***  ***Price of the Agreement: Price of the Agreement shall comprise the cost of the freight forwarding services provided to the Client in the course of the Agreement’s performance according to the list and cost of freight forwarding services approved by JSC “TransContainer”.***  ***Term of the Agreement: This Agreement shall come into force from the date of its signing by both Parties and shall be valid until December 31, 2011 (inclusive).***  ***This Agreement shall be deemed extended for each subsequent calendar year, unless either Party declares in written its intent to terminate this Agreement thirty days prior to its expiration.***  ***2.2.17.***  ***1. To determine that the cost of services under the Additional Agreement by and between JSC “TransContainer” and OJSC Alpha-Bank may not be fixed as of the transaction date.***  ***2. To approve entering into the Additional Agreement by and between JSC “TransContainer” and OJSC Alpha-Bank, which is an interested party transaction, on the following terms:***  ***Parties to the Agreement: JSC “TransContainer” (Client) and OJSC Alpha-Bank (Bank).***  ***Subject of the Additional Agreement: the subject of the Additional Agreement is accrual of interest to the cash balances on the Client’s settlement account.***  ***Price of the Additional Agreement: shall be determined in accordance with the scheme for accrual of interest to the balances on the account.***  ***Term: the Additional Agreement shall come into force from the date of its signing by the Parties and shall be valid until performance by the Parties of their obligations under such Additional Agreement.***  ***Other conditions: If within the settlement period specified in clause 1 of this Agreement there will be entered into a new additional agreement to the Agreement for Accrual of Interest to fixed balances/average balances/balances, this Agreement shall be deemed terminated as of the date when such new Additional Agreement has been concluded.***  ***2.2.18.***  ***1. To determine that the cost of consulting services under the Agreement between JSC “TransContainer” and JSCo “RZD” Corporate Institute Autonomous Non-Commercial Organization shall amount to eighty-one thousand four hundred and twenty (81,420) Russian rubles 00 kopecks, including VAT of 18% — twelve thousand four hundred and twenty Russian rubles 00 kopecks (RUB12,420.00).***  ***2. To approve entering into the Agreement for the Consulting Services to be Provided to the JSC “TransContainer” Representatives by Means of a Workshop on the Topic: “Financial Planning in JSCo “RZD” Holding Company (Updated Technique). Revenue Management. Cost Management. Cash Flow Management. Existing General Approaches and Methodological Aspects of Receivables and Payables Management between JSCo “RZD” Corporate Institute ANO and JSC “TransContainer”, which is an interested party transaction, on the following terms:***  ***Parties to the Agreement: JSCo “RZD” Corporate Institute ANO is the Contractor and JSC “TransContainer” is the Customer.***  ***Subject of the Agreement: rendering of consulting services to the Customer’s representatives by means of a workshop on the topic: “Financial Planning in JSCo “RZD” Holding Company (Updated Technique). Revenue Management. Cost Management. Cash Flow Management. Existing General Approaches and Methodological Aspects of Receivables and Payables Management.***  ***Price of the Agreement: eighty-one thousand four hundred and twenty (81,420) Russian rubles 00 kopecks, including VAT of 18% — twelve thousand four hundred and twenty (12,420) Russian rubles 00 kopecks.***  ***Term of the Agreement: the Agreement shall come into force from the date of its signing by both Parties and shall be valid until complete performance by the Parties of their obligations under the Agreement. This Agreement shall apply to the relations of the Parties established before its effective date starting with September 07, 2011.***  ***2.2.19.***   1. ***To approve entering into the Additional Agreement to Credit Contract No. 00GV4K dated March 18, 2011, which is an interested party transaction, on the following terms:***   ***Parties to the Additional Agreement: OJSC Alpha-Bank is the Creditor, JSC “TransContainer” is the Borrower.***  ***Subject of the Additional Agreement:***  ***To set out clause 6.3 of the Agreement in the following version:***  ***“6.3. Assignment by the Borrower of its rights and obligations hereunder may not be effected without prior written consent of the Creditor. The Creditor may wholly or partially assign its rights and obligations hereunder subject to a prior written consent of the Borrower, except for the assignment in favour of the Central Bank of the Russian Federation and the subsequent assignment effected by the Central Bank of the Russian Federation in favour of any third parties which require no prior written consent of the Borrower”.***  ***Term of the Additional Agreement: This Additional Agreement shall come into force from the date of its signing by the Parties’ authorized representatives and shall form an integral part of the Agreement.***   1. ***To approve entering into the Additional Agreement to Credit Contract No. 00KW3K dated June 17, 2011, which is an interested party transaction, on the following terms:***   ***Parties to the Additional Agreement: OJSC Alpha-Bank is the Creditor, JSC “TransContainer” is the Borrower.***  ***Subject of the Additional Agreement:***  ***To set out clause 6.3 of the Agreement in the following version:***  ***“6.3. Assignment by the Borrower of its rights and obligations hereunder may not be effected without prior written consent of the Creditor. The Creditor may wholly or partially assign its rights and obligations hereunder subject to a prior written consent of the Borrower, except for the assignment in favour of the Central Bank of the Russian Federation and the subsequent assignment effected by the Central Bank of the Russian Federation in favour of any third parties which require no prior written consent of the Borrower.”***  ***Term of the Additional Agreement: This Additional Agreement shall come into force from the date of its signing by the Parties’ authorized representatives and shall form an integral part of the Agreement.***  2.3. Date of meeting of the issuer’s board of directors that passed the relevant decisions:  ***November 16, 2011.***  2.4. Date and number of minutes of the meeting of the issuer’s board of directors that passed the relevant decisions: ***Minutes No. 5 of November 18, 2011.*** | | | | | | | | | | | | |
| 3. Signature | | | | | | | | | | | | |
| 3.1. СЕО of JSC "TransContainer" | | | | | | |  | |  | P.V. Baskakov |  | |
|  | | | | | | | (signature) | |  |  |  | |
| 3.2. Date | 18 |  | November | 20 | 11 |  | Seal | |  | | | |
|  | | | | | | |  | |  | | | |