**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: ***11 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. Issues put to a vote and voting results:  ***2.2.1. «On approval of conclusion of a real property lease agreement (ul. Polesskaya 3a, Kuybyshevsky region, Novokuznetsk, Kemerovskaya oblast) between JSC “RZD” (West Siberian Direction for Management of Terminal and Warehouse Complex — structural subdivision of the Central Direction for Management of Terminal and Warehouse Complex — branch of JSC “RZD” ) and JSC “TransContainer” (West Siberian branch)».***  ***Voting results:***  ***For: 11;***  ***Against: none;***  ***Abstained: none.***  ***2.2.2. «On approval of conclusion of a real property lease agreement (Batareynaya station, Irkutsk city) between JSC “TransContainer” (East Siberian branch) and JSC “RZD” (East Siberian Railway — JSC “RZD” branch)».***  ***Voting results:***  ***For: 11;***  ***Against: none;***  ***Abstained: none.***  ***2.2.3. «****On approval of conclusion of an agreement for advertizing services between* JSC “TransContainer” and *ZAO Football Club Lokomotiv».*  ***Voting results:***  ***For: 11;***  ***Against: none;***  ***Abstained: none.***  ***2.2.4. «On approval of conclusion of an agreement for physical circuit provision and construction between JSC “TransContainer” (South East branch) and JSC “RZD” (Belgorod Regional Communications Center — structural subdivision of Voronezh Communications Direction of the Central Communications Station — JSC “RZD” branch)».***  ***Voting results:***  ***For: 11;***  ***Against: none;***  ***Abstained: none.***  ***2.2.5. «On approval of conclusion of additional agreement No. 1 to Agreement No. 32-170310/Т/41-НКП dated February 18, 2011 on provision of telecommunication services between JSC “RZD” (Mineralnye Vody Regional Communications Center — structural subdivision of Rostov Communications Center of the Central Communications Center of JSC “RZD” branch) and JSC “TransContainer” (North Caucasus branch)».***  ***Voting results:***  ***For: 11;***  ***Against: none;***  ***Abstained: none.***  ***2.2.6. «On approval of conclusion of additional agreements to agreements on services for support of securities circulation in the second market (w/o number) as of December 30, 2008 and No. ТКд-10/05/16/1 as of August 20, 2010 between JSC “TransContainer” and JSC TransCreditBank».***  ***Voting results:***  ***For: 10;***  ***Against: none;***  ***Abstained: none***  ***2.2.7. «On approval of conclusion of Additional Agreement No. 3 to design and exploration work agreement No. 393 as of June 22, 2007 between JSC “TransContainer” and JSC Roszheldorproekt (Siberian Institute for Engineering Constructions and Industrial Track Facilities Design and Geological Survey Sibgiprotransput — branch of JSC Roszheldorproekt)».***  ***Voting results:***  ***For: 11;***  ***Against: none;***  ***Abstained: none***  ***2.2.8. «On approval of conclusion of a Freight Transportation Contract and attachment thereto between JSC “TransContainer” and FESCO Ocean Management Limited».***  ***Voting results:***  ***For: 11;***  ***Against: none;***  ***Abstained: none.***  2.3. Contents of the decisions passed by the issuer’s board of directors:  ***2.3.1.***  ***1. Determine that the rent for the use of real property with total floor area of 25.6 square meters located at: ul. Polesskaya 3a, Kuybyshevsky region, Novokuznetsk, Kemerovskaya oblast, shall amount to 89,609.04 rubles including VAT per annum.***  ***2. Approve conclusion of the Real Property Lease Agreement (ul. Polesskaya 3a, Kuybyshevsky region, Novokuznetsk, Kemerovskaya oblast) between JSC “RZD” (West Siberian Direction for Management of Terminal and Warehouse Complex — structural subdivision of the Central Direction for Management of Terminal and Warehouse Complex — branch of JSC “RZD” ) and JSC “TransContainer” (West Siberian branch) as an interested party transaction under the following terms and conditions:***  ***Parties to the Agreement:***  ***JSC “RZD” (West Siberian Direction for Management of Terminal and Warehouse Complex — structural subdivision of the Central Direction for Management of Terminal and Warehouse Complex — branch of JSC “RZD” ) — the Lessor and JSC “TransContainer” (West Siberian branch) — the Lessee.***  ***Subject matter of the Agreement:***  ***The lease of real property located at: ul. Polesskaya 3a, Kuybyshevsky region, Novokuznetsk, Kemerovskaya oblast, that includes non-residential premises No. 2 of 25.6 square meters in area arranged in acceptance/delivery agents building, cadastral/conventional number 42:30:0000000:0032:32:431:005898500.***  ***The real property shall be transferred to the Lessee for use as office space for arrangement of JSC “TransContainer” employees at Novokuznetsk station. The real property is located at the land plot with a total area of 36,702.59 square meters, cadastral number 42:30:0000000:0032.***  ***Rent under the Agreement:***  ***The rent shall be 7.467 (seven thousand four hundred sixty seven) rubles 42 kopecks a month including VAT (18%) in the amount of 1,139.10 (one thousand one hundred thirty nine) rubles 10 kopecks or 89,609.04 (eighty nine thousand six hundred nine) rubles 04 kopeks per annum including VAT (18%) in the amount of 13,669.18 (thirteen thousand six hundred sixty nine) rubles 18 kopecks.***  ***The Lessee shall within 10 days as from the effective date of this Agreement transfer deposit to the Lessor in the amount equal to the monthly rent set forth herein as security of fulfillment by the Lessee of its obligations hereunder. The deposit amount paid shall be credited by the Lessor towards the rent for the last month subject to the terms of this Agreement.***  ***Term of the Agreement:***  ***This agreement shall become effective when signed by both parties and shall remain in effect for 11 months.***  ***Other essential conditions of the Agreement:***  ***Should the Lessee continue to use real property after expiration of this Agreement and should the Lessor have no objections thereto the lease agreement shall be deemed to be renewed on the same terms and conditions for an indefinite period.***  ***2.3.2.***  ***1. Determine that the rent for the use of real property with total floor area of 20.2 square meters located in a production and welfare building, Irkutsk city, and belonging to JSC “TransContainer” shall be 189,983.4 rubles including VAT per annum.***  ***2. Approve conclusion of the real property lease agreement between (Batareynaya station, Irkutsk) JSC “RZD” (East-Siberian Railway — JSC “RZD” ) and JSC “TransContainer” (East-Siberian Branch) as an interested party transaction under the following terms and conditions:***  ***Parties to the Agreement: JSC “TransContainer” (East Siberian branch) — the Lessor and JSC “RZD” (East Siberian Railway — JSC “RZD” branch) — the Lessee.***  ***Subject matter of the Agreement:***  ***The lease of real property — non-residential premises with total area of 20.2 square meters including rooms No. 15, 16 on the third floor of the production and welfare building located at: Batareynaya station, Irkutsk, Irkutskaya oblast, cadastral/conventional number 38-38-01/128/2006-331.***  ***Rent under the Agreement:***  ***Monthly rent calculated including value-added tax (18%) shall be deemed equal to 15.831 (fifteen thousand eight hundred thirty one) rubles 95 kopecks a month including VAT (18%) in the amount 2.415 (two thousand four hundred fifteen) rubles 04 kopecks including expenses on public facilities, building preservation, amortization, taxes and maintenance costs.***  ***Annual rent shall amount to 189,983.4 (one hundred eighty nine thousand nine hundred eighty three) rubles 4 kopecks including VAT (18%) in the amount of 28,980.5 (twenty eight thousand nine hundred eighty) rubles 52 kopecks.***  ***Term of the Agreement:***  ***This agreement shall become effective when signed by both parties and shall remain in effect for 11 months. The shall be extended for the parties’ relations since August 1, 2011.***  ***Other essential conditions of the Agreement:***  ***1. Should the Lessee continue to use real property after expiration of this Agreement and should the Lessor have no objections thereto the lease agreement shall be deemed to be renewed under the same terms and conditions for an indefinite period.***  ***2. The Lessee shall within fifteen days as from the effective date of this Agreement transfer to the Lessor a deposit in the amount equal to the monthly rent set forth herein as security of fulfillment by the Lessee of its obligations hereunder. The deposit amount paid shall be credited by the Lessor towards the rent for the last month subject to the terms of this Agreement.***  ***2.3.3.***   1. ***Determine that*** *advertizing services costs under the Agreement* ***shall be*** *736,950.00 (seven hundred thirty six thousand nine hundred fifty) rubles 00 kopecks including VAT 18 %.* 2. *Approve the conclusion of the agreement for advertizing services between* ***JSC “TransContainer” and*** *ZAO Football Club LOKOMOTIV being an interested party transaction under the following terms and conditions:*   *Parties to the Agreement: Football Club LOKOMOTIV* ***— the Contractor and JSC “TransContainer”******— the Customer****.*  *Subject of the Agreement:*  *1.1. The Contractor shall in the manner and under the conditions set forth in the Agreement disseminate the advertizing on the Customer and its services (Advertised Object), and the Customer shall accept and pay for the Contractor’s services in the manner and under the conditions set forth in the Agreement.*  *1.2. The advertizing placed in the Central stadium Lokomotiv located at: 125, bldg. 1, ul. Bolshaya Cherkizovskaya, Moscow, shall be disseminated during the following home football matches of FC Lokomotiv to be held in 2012:*   * *second stage match of SOGAZ Russian Football Championship among the teams of Premier-League Club 2011/2012 starting from the 33d tour that is to take place on March 3, 2012 according to the games table of SOGAZ Russian Football Championship among the teams of Premier-League Club 2011/2012;* * *Russian Football Championship matches among the teams of Premier-League Club 2012/2013 according to the games table of Russian Football Championship among the teams of Premier-League Club 2012/2013.*   *The agreement price: 736,950.00 (seven hundred thirty six thousand nine hundred fifty) rubles 00 kopecks including VAT 18 %* ***—*** *112,416.10 (one hundred twelve thousand four hundred sixteen) rubles 10 kopecks.*  ***Term of the agreement****:* ***This agreement shall become effective when signed by both Parties and shall remain in effect till November*** *30, 2012.* ***The Agreement shall be extended for the parties’ relations established before the effective date thereof — since March 3,*** *2012.*  ***2.3.4.***   1. ***Determine that the cost of services for physical circuit provision for temporary use shall be 590.00 (five hundred ninety) rubles 00 kopecks including VAT 18% 90.00 — (ninety) rubles 00 kopecks a month.***   ***Determine that lump-sum payment for physical circuit provision as of the date of agreement shall be 10,620.00 (ten thousand six hundred twenty) rubles 00 kopecks including VAT 18% — 1,620.00 (one thousand six hundred twenty) rubles 00 kopecks.***   1. ***Approve the conclusion of the agreement for physical circuit provision and construction between JSC “TransContainer” (South East branch) and JSC “RZD” (Belgorod Regional Communications Center — structural subdivision of Voronezh Communications Direction of the Central Communications Station — JSC “RZD” branch) being an interested party transaction under the following terms and conditions:***   ***Parties to the agreement: JSC “RZD” (Belgorod Regional Communications Center — structural subdivision of Voronezh Communications Direction of the Central Communications Station — JSC “RZD” branch) — the Contractor and ОАО TransContainer (South East branch) —the Customer.***  ***Subject matter of the agreement: services for physical circuit provision for temporary use.***  ***Cost of services under the agreement: 590.00 (five hundred ninety) rubles 00 kopecks including VAT 18 % — 90.00 (ninety) rubles 00 kopecks a month.***  ***Lump-sum payment for physical circuit provision as of the date of the Agreement shall make up 10,620.00 (ten thousand six hundred twenty) rubles 00 kopecks including VAT 18% — 1,620.00 (one thousand six hundred twenty) rubles 00 kopecks.***  ***Term of the agreement: This agreement shall become effective when signed by both Parties and shall remain in effect till December 31, 2012.***  ***This Agreement shall be extended for the parties’ relations established before the effective date thereof — since January 1, 2012.***  ***Other conditions: If neither of the Parties has announced in writing its intention to cancel or amend this Agreement 30 days before expiration of its term, this Agreement shall be deemed to have been extended for each following calendar year without conclusion any additional agreement by the parties.***  ***2.3.5.***  ***1. Determine that the subject matter of additional agreement No. 1 shall not effect the cost of services rendered.***  ***2. Approve the conclusion of additional agreement No. 1 to agreement No. 32-170310/Т/41-НКП on provision of telecommunication services between JSC “RZD” (Mineralnye Vody Regional Communications Center — structural subdivision of Rostov Communications Direction of the Central Communications Center of JSC “RZD” branch) and JSC “TransContainer” (North Caucasus branch) being an interested party transaction on the following terms and conditions:***  ***Parties to the additional agreement:***  ***JSC “RZD” (Mineralnye Vody Regional Communications Center — structural subdivision of Rostov Communications Direction of the Central Communications Center of JSC “RZD” branch) — the Operator and JSC “TransContainer” (North Caucasus branch) — the User.***  ***Subject matter of the additional agreement:***  ***The parties agreed to amend clause 5.15. as follows:***  ***“The User shall pay for telecommunication services in full till the 20th (twentieth) day of the month following the assessment one”.***  ***Term of the additional agreement:***  ***The additional agreement shall enter into force as from the date of its signing and be effective as from December 1, 2011 and shall make an integral part of the Agreement.***  ***2.3.6.***   * 1. ***Determine that the subject matter of the additional agreements to the agreement on services for support of securities circulation in the second market as of December 30, 2008 shall not change fees amount for the services provided under the agreement.***   2. ***Approve conclusion of additional agreement No. 1 to the agreement on services for support of securities circulation in the second market as of December 30, 2008 between JSC TransCotainer and JSC TransCreditBank being an interested party transaction on the following conditions:***   ***Parties to the additional agreement: JSC “TransContainer” — the Emitter and JSC TransCreditBank — the Bank.***  ***Subject matter of the additional agreement:***   1. ***Amend clause 3.1. of the Agreement as follows:***   ***“3.1. The Emitter shall pay to the Bank fee in the amount of 0.02 (two hundredths) percent of total par value of Bonds per annum that is equal to 50,000.00 (five hundred thousand 00/100) rubles per month.***  ***Should the services be rendered in incomplete month the Emitter shall pay to the Bank fee in proportion to the number of calendar days the service was rendered on.***  ***When services are not provided by the Bank (on weekends and holidays), the amount of fee shall be equal to that set forth in the first paragraph of clause 3.1. hereof.***  ***The fee amount shall be increased by value added tax amount that is the Bank is to pay with regard to the said fee receipt”.***   1. ***other conditions of the Agreement shall be valid in the previous wording.***   ***Term of the additional agreement: The Agreement shall be extended for the parties’ relations established before the effective date thereof — since January 1, 2012.***   * 1. ***Determine that the subject matter of the additional agreement to agreement on services for support of securities circulation in the second market No. ТКд-10/05/16/1 as of May 20, 2010 shall not change the amount of fee to be paid for the services rendered under the agreement.***   2. ***Approve conclusion of additional agreement No. 1 to agreement on services for support of securities circulation in the second market No. ТКд-10/05/16/1 as of May 20, 2010 between JSC “TransContainer” and JSC TransCreditBank being an interested party transaction under the following terms and conditions:***   ***Parties to the additional agreement: JSC “TransContainer” — the Emitter and JSC TransCreditBank — the Bank.***  ***Subject matter of the additional agreement:***   1. ***Amend clause 3.1. of the Agreement as follows:***   ***“3.1. For the purpose of setting and supporting bilateral quotations related to inconvertible interest bearing documentary bonds in bearer form with obligatory central storage, series 02, state registration number 4-02-55194-Е as of May 6, 2010 the Emitter shall pay to the Bank fee for the Services in the amount of 50.000 (fifty thousand) rubles for each month of setting and supporting bilateral quotations related to the relevant Bonds issue that circulates in Moscow Interbank Currency Exchange. Should the services on the relevant Bonds issue be rendered in an incomplete calendar month, the Emitter shall pay fee for the services to the Bank in proportion to the number of calendar days in the month in which the services on the relevant Bonds issue were rendered.***  ***When services are not provided by the Bank (on weekends and holidays), the amount of fee shall be equal to that set forth in the first paragraph of clause 3.1. hereof.***  ***The Emitter shall, apart from the amount of fee for the services, transfer to the Bank VAT at the rate set by the law of the Russian Federation in force.***   1. ***other conditions of the Agreement shall be valid in the previous wording.***   ***Term of the additional agreement: the Agreement shall be extended for the Parties’ relations established before the effective date thereof — since 1 January, 2012.***  ***2.3.7.***  ***1. Determine that the cost of additional works under Additional Agreement No. 3 to design and exploration work agreement No. 393 as of June 22, 2007 between JSC “TransContainer” and JSC Roszheldorproekt (Sibgiprotransput — branch of JSC Roszheldorproekt) shall be 9,385,218.50 (nine million three hundred eighty five thousand two hundred eighteen) rubles 50 kopecks including VAT (18%) 1,431,643.50 (one million four hundred thirty one thousand six hundred fourty three) rubles 50 kopecks.***  ***2. Approve the conclusion of Additional Agreement No. 3 to design and exploration work agreement No. 393 as of June 22, 2007 between JSC “TransContainer” and JSC Roszheldorproekt (Sibgiprotransput — branch of JSC Roszheldorproekt) being an interested party transaction on the following conditions:***  ***Parties to the Additional Agreement:***  ***JSC Roszheldorproekt (Sibgiprotransput — branch of JSC Roszheldorproekt) the Contractor, JSC “TransContainer” — the Customer.***  ***Subject matter of the Additional Agreement:***  ***Correction of design and estimate documentation and execution of additional design and exploration works sections concerning “Container terminal at Kleshchikha station, Novosibirsk city”.***  ***Additional Agreement price: 9,385,218.50 (nine million three hundred eighty five two hundred eighteen) rubles 50 kopecks including VAT (18%) — 1,431,643.50 (one million four hundred thirty one thousand six hundred thirty three) rubles 50 kopecks.***  ***Term of the Additional Agreement:***  ***The Additional Agreement shall be effective as from the date of its signing and be valid until the parties have fulfilled their obligations in full.***  ***2.3.8.***  ***1.1. Determine that cost of services under the Freight Transportation Contract shall be assessed on the basis of rates set forth in Attachments to the Contract.***   * 1. ***Approve conclusion of the Freight Transportation Contract between JSC “TransContainer” and FESCO Ocean Management Limited being an interested party transaction under the following terms and conditions:***   ***Parties to the Contract: JSC “TransContainer” — the Customer, FESCO Ocean Management Limited — the Carrier.***  ***Subject matter of the Contract: The Contract shall regulate the Parties’ relations during execution by the Carrier of the Customer’s freighting orders.***  ***Contract price: the Customer shall pay the Carrier’s invoices in full via transfer of money in US dollars based on the rates agreed upon by the Parties in the Attachments with regard to the type and volume of transportation.***  ***Term of the Contract: This Contract shall be effective as from the date of its signing and shall be in effect until December 31, 2012 inclusively. If neither of the Parties has announced in writing its intention to cancel this Contract 30 days before expiration of its term, this Contract shall be deemed to have been automatically extended for each following calendar year.***  ***2.1. Determine that a rate of sea freight for loaded and/or empty container of JSC “TransContainer” shall be set in the Attachment to the Contract (attachment No. \_ to the minutes of the meeting of the Board of Directors).***  ***2.2. Approve conclusion of Attachment No. 1 to the Freight Shipment Contract between JSC “TransContainer” and FESCO Ocean Management Limited being an interested party transaction under the following terms and conditions:***  ***Parties to the Attachment: JSC “TransContainer” — the Customer, FESCO Ocean Management Limited — the Carrier.***  ***Subject matter of the Attachment: rates of sea freight for loaded and/or empty container of the Customer.***  ***Term of the Attachment: This Attachment shall be effective as of the date of is signing and be in effect till December 31, 2012 inclusively.***  2.4. Date of meeting of the issuer’s board of directors that passed the relevant decisions:  ***February 15, 2012.***  2.5. Date and number of minutes of the meeting of the issuer’s board of directors that passed the relevant decisions: ***Minutes No. 8 of February 17, 2012.*** | | | | | | | | | | | | |
| 3. Signature | | | | | | | | | | | | |
| 3.1. СЕО of JSC "TransContainer" | | | | | | |  | |  | P.V. Baskakov |  | |
|  | | | | | | | (signature) | |  |  |  | |
| 3.2. Date | 17 |  | February | 20 | 12 |  | Seal | |  | | | |
|  | | | | | | |  | |  | | | |