**Statement of Material Fact**

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

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| 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 entering into the Transportation and Forwarding Contract between JSC «TransContainer» (East Siberian Branch) and JSC «Carriage Repair Company-1» (Novosibirsk Branch)».***  ***Voting results:***  ***For: 10;***  ***Against: none;***  ***Abstained: none.***  ***Member of the Board of Directors of A. Davydov did not participate in voting on this issue, because he is a person with an interest in the transaction (A. Davydov is a member of the Board of Directors of OAO "CRC-1").***  ***2.2.2. «On approval of entering into the Transportation and Forwarding Contract between JSC «TransContainer» (Zabaykalsk Branch) and JSCo «First nonmetallic Company» (Taldanskiy Crushed Stone Plant)».***  ***Voting results:***  ***For: 11;***  ***Against: none;***  ***Abstained: none.***  ***2.2.3. «On approval of entering into Additional Agreement No. 1 to Transportation and Forwarding Contract No. ТE-0151/403/11 dated November 26, 2011 between JSC «TransContainer» (Volga Branch) and JSC «Carriage Repair Company-1» (Rostov Branch)».***  ***Voting results:***  ***For: 10;***  ***Against: none;***  ***Abstained: none.***  ***Member of the Board of Directors of A. Davydov did not participate in voting on this issue, because he is a person with an interest in the transaction (A. Davydov is a member of the Board of Directors of OAO "CRC-1").***  ***2.2.4. «On approval of entering into the Contract for Rental of a Vehicle with a Crew between JSC «TransContainer» (East Siberian Branch) and JSCo "RZD" (East Siberian Directorate for Terminal and Warehouse Complex Management — structural subdivision of the Central Directorate for Terminal and Warehouse Complex Management — branch of JSCo "RZD")».***  ***Voting results:***  ***For: 11;***  ***Against: none;***  ***Abstained: none.***  ***2.2.5. «On approval of entering into the Contract for Rental of Vehicles with a Crew between JSC «TransContainer» (Volga Branch) and JSCo "RZD" (Volga Directorate for Terminal and Warehouse Complex Management — structural subdivision of the Central Directorate for Terminal and Warehouse Complex Management — branch of JSCo "RZD")».***  ***Voting results:***  ***For: 11;***  ***Against: none;***  ***Abstained: none.***  ***2.2.6. «On approval of entering into the Contract for Purchase and Sale of Metal Structures between JSC «TransContainer» (East Siberian Branch) and JSCo "RZD" (East Siberian Railways — branch of JSCo "RZD")».***  ***Voting results:***  ***For: 11;***  ***Against: none;***  ***Abstained: none***  ***2.2.7. «On approval of entering into the Contract for Sub-Lease of Immovable Property between JSC «TransContainer» and TransContainer-Slovakia, a.s.».***  ***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. To establish that the cost of transportation and forwarding services rendered by JSC «TransContainer» shall be forwarding services approved by JSC «TransContainer». determined according to the list and cost of transportation and***  ***2. To approve entering into the Transportation and Forwarding Contract between JSC «TransContainer» (East Siberian Branch) and JSC «Carriage Repair Company-1» (Novosibirsk Branch) being an interested party transaction on the following conditions:***  ***Parties to the Contract: JSC «TransContainer» (East Siberian Branch) — TransContainer and JSC «Carriage Repair Company-1» (Novosibirsk Branch) — the “Client”.***  ***Subject of the Contract: for consideration and at the Client’s expense JSC «TransContainer» shall render and/or organise rendering the transportation and forwarding services specified in the Client’ Order which are related to cargo transportation by rail, water and/or road transport as well as rendering other transportation and forwarding services on organisation of movement of Russian interior cargo and import, export and transit cargo. List and amount of the services the Client requires shall be determined in the Client’s Order. Order form shall be Appendix No. 1 to the Contract.***  ***Contract Price: the contract price shall be the aggregate cost of the transportation and forwarding services actually rendered to the Client during fulfilment of the Contract according to the list and cost of transportation and forwarding services approved by JSC «TransContainer».***  ***Validity Period of the Contract: the Contract shall enter into force from the date of its signing by the Parties and shall remain in force till December 31, 2012 inclusive.***  ***If neither Party declares in writing that it intends to terminate the Contract thirty days prior to expiration thereof, the Contract shall be deemed each time extended for the following calendar year.***  ***2.3.2.***  ***1. To establish that the cost of transportation and forwarding services rendered by JSC «TransContainer» shall be determined according to the list and cost of transportation and forwarding services approved by JSC «TransContainer». Total contract price shall not exceed one hundred thousand Russian rubles 00 kopeks (RUB100,000.00) including VAT.***  ***2. To approve entering into the Transportation and Forwarding Contract between JSC «TransContainer» (Zabaykalsk Branch) and JSCo «First nonmetallic Company» (Taldanskiy Crushed Stone Plant) being an interested party transaction, on the following conditions:***  ***Parties to the Contract: JSC «TransContainer» (Zabaykalsk Branch) — TransContainer and JSCo «First nonmetallic Company» (Taldanskiy Crushed Stone Plant) — the “Client”.***  ***Subject of the Contract: for consideration and at the Client’s expense JSC «TransContainer» shall render and/or organise rendering the transportation and forwarding services specified in the Client’ Order which are related to cargo transportation by rail, water and/or road transport within the territory of the Russian Federation. List and amount of the services the Client requires shall be determined in the Client’s Order. Order form shall be Appendix No. 1 to the Contract.***  ***Contract Price: the contract price shall be the aggregate cost of the transportation and forwarding services actually rendered to the Client during fulfilment of the Contract according to the list and cost of transportation and forwarding services approved by JSC «TransContainer». The total cost of services rendered under the Contract within its validity period shall not exceed one hundred thousand Russian rubles 00 kopeks (RUB100,000.00), increase in the contract amount being subject to signing additional agreements by the Parties.***  ***Validity Period of the Contract: the Contract shall enter into force from the date of its signing by the Parties and shall remain in force till June 30, 2012 inclusive.***  ***2.3.3.***  ***1. To establish that the cost of services rendered under the Contract shall be determined according to Appendix No. 5 to the Contract.***  ***2. To approve entering into Additional Agreement No. 1 to Transportation and Forwarding Contract No. ТЭ-0151/403/11 dated November 26, 2011 between JSC «TransContainer» (Volga Branch) and JSC «CRC-1» (Rostov Branch of JSC «CRC-1») being an interested party transaction on the following conditions:***  ***Parties to the Additional Agreement: JSC «TransContainer» (Volga Branch) — TransContainer and JSC «CRC-1» (Rostov Branch of JSC «CRC-1») — the “Client”.***  ***Subject of the Additional Agreement:***  ***1. Appendix No. 3 dated November 26, 2011 to the Contract shall cease to be effective from January 01, 2012.***  ***2. Appendix No. 5 to the Contract shall enter into force from January 01, 2012.***  ***Validity Period of the Additional Agreement: the Additional Agreement shall enter into force from the date of its signing by the Parties and shall cover the Parties’ relations established from January 01, 2012.***  ***2.3.4.***  ***1. To establish that the cost of services on provision of vehicles and trailers for temporary disposal and use, on driving and maintenance of the vehicles and trailers using own resources as well as rendering transportation and forwarding services by JSCo "RZD" (East Siberian Directorate for Terminal and Warehouse Complex Management — structural subdivision of the Central Directorate for Terminal and Warehouse Complex Management — branch of JSCo "RZD") shall be determined on the basis of the contract rates specified in Appendix No. 2 to the Contract.***  ***2. To approve entering into the Contract for Rental of a Vehicle with a Crew between JSC «TransContainer» (East Siberian Branch) and JSCo "RZD" (East Siberian Directorate for Terminal and Warehouse Complex Management — structural subdivision of the Central Directorate for Terminal and Warehouse Complex Management — branch of JSCo "RZD") being an interested party transaction on the following conditions:***  ***Parties to the Contract: JSC «TransContainer» (East Siberian Branch) — the “Lessee” and JSCo "RZD" (East Siberian Directorate for Terminal and Warehouse Complex Management — structural subdivision of the Central Directorate for Terminal and Warehouse Complex Management — branch of JSCo "RZD") — the “Lessor”.***  ***Subject of the Contract: provision of vehicles and trailers for temporary disposal and use and rendering services on driving and operation of the vehicles and trailers using own resources as well as rendering transportation and forwarding services. List and basic characteristics of the vehicles shall be established in Appendix No. 1 to the Contract.***  ***Contract Price: contract price shall be the aggregate cost of the services actually rendered during fulfilment of the Contract. Payment under the Contract shall be executed according to the contract rates specified in Appendix No. 2 to the Contract.***  ***Validity Period of the Contract: the Contract shall enter into force from the date of its signing by the Parties and shall remain in force till December 31, 2012 inclusive.***  ***20.5. On approval of entering into the Contract for Rental of Vehicles with a Crew between JSC «TransContainer» (Volga Branch) and JSCo "RZD" (Volga Directorate for Terminal and Warehouse Complex Management — structural subdivision of the Central Directorate for Terminal and Warehouse Complex Management — branch of JSCo "RZD").***  ***2.3.5.***  ***1. To establish that the cost of services rendered by JSCo "RZD" under the Contract shall be determined according to the contract rates specified in the relevant Appendixes to the Contract.***  ***2. To approve entering into the Contract for Rental of Vehicles with a Crew between JSC «TransContainer» (Volga Branch) and JSCo "RZD" (Volga Directorate for Terminal and Warehouse Complex Management — structural subdivision of the Central Directorate for Terminal and Warehouse Complex Management — branch of JSCo "RZD") being an interested party transaction on the following conditions:***  ***Parties to the Contract: JSC «TransContainer» (Volga Branch) — the “Lessee” and JSCo "RZD" (Volga Directorate for Terminal and Warehouse Complex Management — structural subdivision of the Central Directorate for Terminal and Warehouse Complex Management — branch of JSCo "RZD") — the “Lessor”.***  ***Subject of the Contract: the subject of the Contract shall be transfer of vehicles for temporary disposal and use in return for payment and rendering services on driving and operation of the said vehicles. List of the vehicles shall be established in Appendix No. 2 to the Contract.***  ***Contract Price: contract price shall be the aggregate cost of the services actually rendered during fulfilment of the Contract. Payment under the Contract shall be executed according to the contract rates specified in the relevant Appendixes to the Contract.***  ***Validity Period of the Contract: the Contract shall enter into force from the date of its signing by the Parties and shall remain in force till December 31, 2012 inclusive. Extension of the validity period of the Contract shall be executed by signing a written additional agreement by the Parties.***  ***According to clause 2 of article 425 of GK (Civil Code) of the RF, the Contract shall cover the Parties’ relations established before its signing, from March 01, 2012.***  ***» (East Siberian Branch) and JSCo "RZD" (East Siberian Railways — branch of JSCo "RZD").***  ***2.3.6.***  ***1. To determine that the cost of one metal structure formed of a written off 5-ton container shall amount to RUB8,949 including VAT 18% amounting to RUB1,365. The total cost of metal structures realised under the Contract shall amount to five million nine hundred sixty eight thousand nine hundred eighty three Russian rubles (RUB5,968,983) including VAT 18% amounting to nine hundred ten thousand five hundred twenty two Russian rubles 83 kopeks (RUB910,522.83), the total cost of cargo handling shall amount to one hundred sixty six thousand eight hundred fifty six Russian rubles 72 kopeks (RUB166,856.72) including VAT 18% amounting to twenty five thousand four hundred fifty two Russian rubles 72 kopeks (RUB25,452.72).***  ***2. To approve entering into the Contract for Purchase and Sale of Metal Structures formed of written off 5-ton containers between JSCo "RZD" (East Siberian Railways — branch of JSCo "RZD") and «TransContainer» (East Siberian Branch) being an interested party transaction on the following conditions:***  ***Parties to the Contract: «TransContainer» (East Siberian Branch) — the “Seller” and JSCo "RZD" (East Siberian Railways — branch of JSCo "RZD") — the “Buyer”.***  ***Subject of the Contract: the Seller shall transfer to the Buyer into ownership and the Buyer shall accept and pay for metal structures formed of written off 5-ton containers in the number of 667 units.***  ***Contract Price: the total contract price shall amount to six million one hundred thirty five thousand eight hundred thirty nine Russian rubles 72 kopeks (RUB6,135,839.72) including VAT 18% amounting to nine hundred thirty five thousand nine hundred seventy five Russian rubles 55 kopeks (RUB935,975.55). Cost of cargo-handling for loading of one metal structure according to Tariff Provision No. 3 and telegram of JSCo "RZD" No. ISKh-24508 dated December 19, 2011 shall amount to two hundred fifty Russian rubles 16 kopeks (RUB250.16) including VAT 18% amounting to thirty eight Russian rubles 16 kopeks (RUB38.16).***  ***Validity Period of the Contract: the Contract shall enter into force from the date of its signing and shall remain in force till complete fulfilment by the Parties of their obligations. The Contract shall cover the Parties’ relations established before the above Contract enters into force, from April 01, 2012.***  ***2.3.7.***  ***1. To establish that the rental shall amount to EUR475,000 per year (not subject to VAT — letter of TransContainer-Slovakia, a.s. No. 2011/2229-RO dated November 29, 2011).***  ***2. To approval entering into the Sub-Lease Contract between JSC «TransContainer» and TransContainer-Slovakia, a.s. being an interested party transaction on the following conditions:***  ***Parties to the Contract: JSC «TransContainer» and TransContainer-Slovakia, a.s.***  ***Subject of the Contract: sub-lease of constructions and namely: part of the object “Internal Utilities” (TKD Dobrá-Vnútrozávod. Komunikácia) with inventory number 000020000097 and area of 6,500 sq. m; part of the object “Area Strengthening” (TKD Dobrá – Spevnené plochy) with inventory number 000020000098 and area of 8,500 sq. m; part of the object “Area Strengthening” (TKD Dobrá, spev. plocha) with inventory number 000020000061 and area of 12,000 sq. m (the “Constructions”). The total area of the Constructions amounts to 27,000 sq. m. The constructions are located at Dobrá terminal on the land plot with the total area of 52,759 sq. m and cadastral number 558/5 (parcela čislo 558/5) included as a land plot in register C (parcela registra “C”), category of land — urban lands (druh pozemku: zastavané plochy a nádvoria). Inclusion of the land plot into the Cadastral Register is confirmed by Certificate of State Registration of Title No. 858 (List vlastníctva č. 858) issues by the cadastral registration body of Trebišov (Správa katastra Trebišov), cadastral zone: Dobrá municipality, Trebišov region, Slovak Republic.***  ***Contract Price: EUR475,000 per year.***  ***Validity Period of the Contract: 12 years from January 01, 2012.***  ***Other Essential Terms and Conditions of the Contract: the Contract shall be signed for twelve (12) years, shall enter into force from the date of its signing and cover the Parties’ relations established from January 01, 2012.***  2.4. Date of meeting of the issuer’s board of directors that passed the relevant decisions:  ***16 May, 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. 11 of 18 May, 2012.*** | | | | | | | | | | | | |
| 3. Signature | | | | | | | | | | | | |
| 3.1. СЕО of JSC "TransContainer" | | | | | | |  | |  | P.V. Baskakov |  | |
|  | | | | | | | (signature) | |  |  |  | |
| 3.2. Date | 18 |  | May | 20 | 12 |  | Seal | |  | | | |
|  | | | | | | |  | |  | | | |