**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. Approval of entering into the Security Services Agreement by and between JSC «TransContainer» (South-Eastern Branch) and OOO (Limited Liability Company) Private Security Company RZD-OKHRANA.******Voting results:******For: 11;*** ***Against: none;*** ***Abstained: none.******2.2.2. Approval of entering into Termination of Real Estate Lease Agreement No. ЦРИА/4/А/1511010000/06/005869 dated July 01, 2006 (131 ulitsa B. Khmelnitskogo, Blagoveshchensk) by and between JSCo “RZD” (Zabaikalskaya Railway — a branch of JSCo “RZD”) and JSC «TransContainer» (Zabaikalsk Branch).******Voting results:******For: 11;*** ***Against: none;*** ***Abstained: none.******2.2.3. Approval of entering into Additional Agreement No. 1 to Real Estate Lease Agreement No. НКПЮ-11/33 dated April 08, 2011 (Batareynaya station, Irkutsk, Irkutsk Oblast) by and between JSC «TransContainer» (Eastern Siberian Branch) and JSCo “RZD” (Eastern Siberian Traffic Control Directorate — a structural unit of the Central Traffic Control Directorate — of a branch of JSCo “RZD”).******Voting results:******For: 11;*** ***Against: none;*** ***Abstained: none.******2.2.4. Approval of entering into the Lease Agreement for Wreck Train Machines and Support Equipment with Maintenance Crew by and between JSCo “RZD” (Gorkovskaya Railway — a branch of JSCo “RZD”) and JSC «TransContainer» (Gorky Branch).******Voting results:******For: 11;*** ***Against: none;*** ***Abstained: none.******2.2.5. Approval of entering into the Sublease Agreement for the Land Plot (a Part of the Land Plot) (direction of Abdullino-Kropochevo and Benzino-Chernikovsky hub, Ufa, Republic of Bashkortostan) by and between JSC «TransContainer» (Kuibyshev Branch) and JSCo “RZD” (Ufa Track Maintenance Section — a structural unit of Kuibyshev Infrastructure Directorate — a structural unit of Kuibyshevskaya railway — a branch of JSCo “RZD”).******Voting results:******For: 11;*** ***Against: none;*** ***Abstained: none.******2.2.6. Approval of entering into Termination of Real Estate Lease Agreement No. Н19-162 dated October 21, 2010 (10 ulitsa Depovskaya, Shakhunia, Shakhunsky Region, Nizhny Novgorod Oblast) by and between JSCo “RZD” (Central Directorate for Freight Wagon Repair — a branch of JSCo “RZD”) and JSC «TransContainer» (Shakhunia Container Repair Depot on the Gorkovskaya Railway — a branch of JSC «TransContainer»).******Voting results:******For: 11;*** ***Against: none;*** ***Abstained: none.******2.2.7. Approval of entering into the Real Estate Lease Agreement (10 ulitsa Depovskaya, Shakhunia, Shakhunsky Region, Nizhny Novgorod Oblast) by and between JSC CRC-3 and JSC «TransContainer» (Shakhunia Container Repair Depot on the Gorkovskaya Railway — a branch of JSC «TransContainer»).******Voting results:******For: 11;*** ***Against: none;*** ***Abstained: none.******2.2.8. Approval of entering into the Purchase Agreement by and between JSCo “RZD” (Komsomolsk Mechanized Section for Handling Operations and Commercial Transactions — a structural unit of Far East Infrastructure Directorate for Management of Terminal and Warehouse Complex — of a structural unit of the Central Directorate for Management of Terminal and Warehouse Complex — of a branch of JSCo “RZD”) and JSC «TransContainer» (Far East Branch).******Voting results:******For: 11;*** ***Against: none;*** ***Abstained: none.******2.2.9. Approval of entering into the Metalware Purchase Agreement by and between JSCo “RZD” (Nizhny Novgorod Logistical Support Directorate — a structural unit of Roszheldorsnab) and JSC «TransContainer» (Gorky Branch).******Voting results:******For:11;*** ***Against: none;*** ***Abstained: none.******2.2.10. Approval of entering into the Services Agreement by and between JSC «TransContainer» and OAO (Open Joint-Stock Company) Gudok Newspaper.******Voting results:******For:11;*** ***Against: none;*** ***Abstained: none.******2.2.11. Approval of entering into Additional Agreements by and between JSC «TransContainer» and OJSC Alpha-Bank to the Agreement for Bank Account No. 40702810301300001335 (in the Currency of the Russian Federation) dated November 28, 2008.******Voting results:******For:11;*** ***Against: none;*** ***Abstained: none.******2.2.12. Approval of entering into the Facility Lease Agreement by and between JSC «TransContainer» and Football Club Lokomotiv ZAO (Closed Joint-Stock Company)******Voting results:******For: 11;*** ***Against: none;*** ***Abstained: none.******2.2.13. Approval of entering into the Freight Forwarding Agreement by and between JSC «TransContainer» (Sverdlovsk Branch) and JSC CRC-1 (Samara Branch).******Voting results:******For: 10;*** ***Against: none;*** ***Abstained: none.******2.2.14. Approval of entering into the Agreement on Telephone Services (within the Local and Fixed Communication Network) by and between JSC «TransContainer» (Northern-Caucasus Branch) and JSCo “RZD” (Makhachkala Regional Communication Centre — a structural unit of Rostov Communication Directorate — of the Central Communication Station — of JSCo “RZD”).******Voting results:******For: 11;*** ***Against: none;*** ***Abstained: none.******2.2.15. Approval of entering into the Agreement for Works on Technological Conjunction of Power Receivers (65 ulitsa Molodogvardeyskaya, bldg. 7, Moscow) by and between JSC «TransContainer» (Moscow Branch) and JSCo “RZD” (Moscow-Smolensk Power Supply Section of Moscow Railway — a branch of JSCo “RZD”).******Voting results:******For: 11;*** ***Against: none;*** ***Abstained: none.******2.2.16. Approval of entering into the Agreement for Works on Technological Conjunction of Power Receivers (19 Moskovskiy proezd, Bryansk) by and between JSC «TransContainer» (Moscow Branch) and JSCo “RZD” (Bryansk Power Supply Section of Moscow Railway — a branch of JSCo “RZD”).******Voting results:******For: 11;*** ***Against: none;*** ***Abstained: none.******2.2.17.******Approval of entering into the Agreement for Works on Technological Conjunction of Power Receivers (railway station Lesok , Sokolovka, Ryazan) by and between JSC «TransContainer» (Moscow Branch) and JSCo “RZD” (Ryazan Power Supply Section of Moscow Railway — a branch of JSCo “RZD”).***2.3. Contents of the decisions passed by the issuer’s board of directors: ***2.3.1.*** 1. ***To determine that the cost of security services in accordance with the Agreement shall constitute two hundred forty-nine thousand one hundred sixty-six rubles and forty-four kopecks (RUB249,166.44) per month, including VAT (18%) in the amount of thirty-eight thousand and eight rubles and forty-four kopecks (RUB38,008.44). Total amount of the Agreement shall constitute two million nine hundred eighty-nine thousand nine hundred ninety-seven rubles and twenty-eight kopecks (RUB2,989,997.28) per year, including VAT (18%) in the amount of four hundred fifty-six thousand one hundred and one rubles and twenty-eight kopecks (RUB456,101.28).***
2. ***To approve entering into the Security Services Agreement by and between OOO ChOP (Private Security Company) RZD-OKHRANA and JSC «TransContainer» (South-Eastern Branch) as an interested party transaction on the following terms:***

***Parties to the Agreement: OOO ChOP RZD-OKHRANA (Contractor) and JSC «TransContainer» (South-Eastern Branch) (Customer).******Subject of the Agreement:******1. The Customer shall commission, while the Contractor shall undertake obligations to render, subject to the rights and powers granted to the Contractor by article 3 of Law of the Russian Federation No. 2487-1 dated March 11, 1992 On Private Detective and Security Activities in the Russian Federation, the following services (“Services”):******1.1.1. on 24-hour protection of the objects (“Object”) and property owned, possessed, used by the Customer, or placed under economic control, operational management or trust management of the Customer according to the list of the objects to be transferred under protection of the Contractor (Annex No. 1 which shall be an integral part of this Agreement) and delivery-acceptance acts for the property to be transferred under protection;******1.1.2. on preparation for the Customer of the recommendations concerning legally acceptable protection against wrongful acts.******Price of the Agreement: security services cost shall constitute two hundred forty-nine thousand one hundred sixty-six rubles and forty-four kopecks (RUB249,166.44) per month, including VAT (18%) in the amount of thirty-eight thousand and eight rubles and forty-four kopecks (RUB38,008.44).******Total amount of the Agreement shall constitute two million nine hundred eighty-nine thousand nine hundred ninety-seven rubles and twenty-eight kopecks (RUB2,989,997.28), including VAT (18%) in the amount of four hundred fifty-six thousand one hundred and one rubles and twenty-eight kopecks (RUB456,101.28).******Validity period of the Agreement: this Agreement shall come into force from January 01, 2012 and shall be valid until December 31, 2012 (inclusive).******2.3.2.******1. To determine that the transaction’s subject shall not modify the rent under Real Estate Lease Agreement No. ЦРИА/4/А/1511010000/06/005869 dated July 01, 2006 (the real estate is located at the address: 131 ulitsa B. Khmelnitskogo, Blagoveshchensk).******2. To approve entering into Termination of Real Estate Lease Agreement No. ЦРИА/4/А/1511010000/06/005869 dated July 01, 2006 by and between JSCo “RZD” (Zabaikalskaya Railway — a branch of JSCo “RZD”) and JSC «TransContainer» (Zabaikalsk Branch), which is an interested party transaction, on the following terms:******Parties to the Agreement: JSCo “RZD” (Zabaikalskaya Railway — a branch of JSCo “RZD”) shall be the Lessor, while JSC «TransContainer» (Zabaikalsk Branch) shall be the Lessee.******Subject of the Agreement: termination of Real Estate Lease Agreement No. ЦРИА/4/А/1511010000/06/005869 dated July 01, 2006 from December 31, 2011.******Validity period of the Agreement: the Agreement shall come into force from the date of its signing by the Parties.******2.3.3.******1. To determine that the transaction’s subject shall not modify the rent under Real Estate Lease Agreement No. НКПЮ-11/33 dated April 08, 2011 (the real estate with a total area of 61.2 sq.m located at the address: Batareynaya station, Irkutsk, Irkutsk Oblast).******2. To approve entering into Additional Agreement No. 1 to Real Estate Lease Agreement No. НКПЮ-11/33 dated April 08, 2011 (Batareynaya station, Irkutsk) by and between JSCo “RZD” (Eastern Siberian Traffic Control Directorate of the Central Traffic Control Directorate — of a branch of JSCo “RZD”) and JSC «TransContainer» (Eastern Siberian Branch) as an interested party transaction on the following terms:******Parties to the Additional Agreement: JSCo “RZD” (Eastern Siberian Traffic Control Directorate of the Central Traffic Control Directorate — of a branch of JSCo “RZD”) shall be the Lessee, while JSC «TransContainer» (Eastern Siberian Branch) shall be the Lessor.******Subject of the Additional Agreement:***1. ***To set out section 5, clause 5.2 of the Agreement in the following version:***

***“5.2. The rent under this Agreement (including value-added tax) shall be in full transferred to the Lessor’s account specified in section 11 of this Agreement.******This rent shall be paid monthly before the twenty-fifth of the month to be paid.******The date when the Lessee is deemed to have performed his obligation to pay the rent shall be the date when the monetary funds are received in full (according to the Agreement) on the Lessor’s settlement account or in the Lessor’s payment office.******First rent shall be paid by the Lessee within fifteen days from the date when this Agreement has come into force.******The Lessee has an obligation to pay the rent from the date of signing by the Parties of the Delivery-Acceptance Act for the Real Estate; such obligation shall be terminated from the date when the Lessee has returned the Real Estate subject to the corresponding Delivery-Acceptance Act.******Amount of the rent for the first and last month of this Agreement’s validity period shall be determined subject to the number of days of actual lease.”***1. ***To set out section 3, clause 3.3.4 of the Agreement in the following version:***

***“3.3.4. To ensure current repairs of the Real Estate on a timely basis and at his own expense.”******Validity period of the Additional Agreement:******The Additional Agreement shall come into force from the date of its signing by the Parties and shall be valid for the duration of the Agreement.******2.3.4.******1. To determine that the rent for the use of wreck train machines and support equipment with maintenance crew shall amount to RUB577,459.32, including VAT (18%) of RUB88,087.01.******2. To approve entering into the Lease Agreement for Wreck Train Machines and Support Equipment with Maintenance Crew by and between JSCo “RZD” (Gorkovskaya Railway — 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” (Gorkovskaya Railway — a branch of JSCo “RZD”) shall be the Lessor, while JSC «TransContainer» (Gorky Branch) shall be the Lessee.******Subject of the Agreement: for a fee the Lessor shall grant to the Lessee for temporary possession and use wreck train machines and support equipment with maintenance crew to execute repair works within the container platform at Kostarikha station.******Amount of the rent under the Agreement: rent for the use of wreck train machines and support equipment with maintenance crew shall amount to RUB577,459.32, including VAT (18%) of RUB88,087.01. Costs of delivery of wreck train machines and support equipment with maintenance crew to and from the work area shall be included in the rent.******Validity period 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, 2011 (inclusive). The Agreement shall apply to the relations of the Parties established from March 30, 2011.******Other material conditions of the Agreement: payment shall be effected by the Lessee within ten (10) banking days, subject to the invoice and work completion reports issued by the Lessor within five (5) days from the date of Agreement.******2.3.5.***1. ***To determine the annual rent in the amount of RUB40.72, including VAT, for the use of parts of the land plot with a total area of 6,922 sq. m having the following address reference points: direction of Abdullino-Kropochevo and Benzino-Chernikovsky hub, Ufa, Republic of Bashkortostan.***
2. ***To approve entering into the Sublease Agreement for the Land Plot (a Part of the Land Plot) (direction of Abdullino-Kropochevo and Benzino-Chernikovsky hub, Ufa, Republic of Bashkortostan) by and between JSCo “RZD” (Ufa Track Maintenance Section — a structural unit of Kuibyshev Infrastructure Directorate — a structural unit of Kuibyshevskaya railway — a branch of JSCo “RZD”) and JSC «TransContainer» (Kuibyshev Branch), which is an interested party transaction, on the following terms:***

***Parties to the Agreement: JSCo “RZD” (Ufa Track Maintenance Section — a structural unit of Kuibyshev Infrastructure Directorate — a structural unit of Kuibyshevskaya railway — a branch of JSCo “RZD”) shall be the Lessee, while JSC «TransContainer» (Kuibyshev Branch) shall be the Sublessee.******Subject of the Agreement: sublease of the following parts of the land plot with the total area of 6,922 sq. m:******with an area of 5,519 sq. m under cadastral number 91,******with an area of 1,009 sq. m under cadastral number 92,******with an area of 394 sq. m under cadastral number 90,******included in the land plot with an area of 10,290,744 sq.m with cadastral number 02:55:00 00 00:0009 and consisting of the lands of settlements with permitted use having the following address reference points: direction of Abdullino-Kropochevo and Benzino-Chernikovsky hub, Ufa, Republic of Bashkortostan, to ensure operation and exploitation of rail transport facilities.******Price of the Agreement: shall constitute forty (40) rubles and 72 kopecks per year, including VAT (18%) in the amount of six (6) rubles and 21 kopecks.******Validity period of the Agreement: the Agreement shall be valid until September 01, 2056 and shall come into force from the date of its registration with the authorities charged with state registration of the rights to real property and transactions therewith. This Agreement shall apply to the relations of the Parties established from September 20, 2011.******Other conditions: amount of the rent may be modified no more than once a year. Annual modification of the rent shall be limited by 1.5 forecasting inflation rate.******2.3.6.******1. To determine that the transaction’s subject shall not modify the rent under Real Estate Lease Agreement No. Н19-162 dated October 21, 2010 (the real estate is located at the address: 10 ulitsa Depovskaya, Shakhunia, Shakhunsky Region, Nizhny Novgorod Oblast).******2. To approve entering into Termination of Real Estate Lease Agreement No. Н19-162 dated October 21, 2010 by and between JSCo “RZD” (Central Directorate for Freight Wagon Repair — a branch of JSCo “RZD”) and JSC «TransContainer» (Shakhunia Container Repair Depot on the Gorkovskaya Railway), which is an interested party transaction, on the following terms:******Parties to the Agreement: JSCo “RZD” (Central Directorate for Freight Wagon Repair — a branch of JSCo “RZD”) shall be the Lessor, while JSC «TransContainer» (Shakhunia Container Repair Depot on the Gorkovskaya Railway) shall be the Lessee.******Subject of the Agreement: termination of Real Estate Lease Agreement No. Н19-162 dated October 21, 2010 from December 31, 2011.******Validity period of the Agreement: the Agreement shall come into force from the date of its signing by the Parties.******2.3.7.******1. To determine that the rent for the use of the real estate — container platform No. 1 with an area of 3,341.80 sq.m located at the address: 10 ulitsa Depovskaya, Shakhunia, Shakhunsky Region, Nizhny Novgorod Oblast, shall constitute RUB866,194.56 (including VAT) per year.******2. To approve entering into the Real Estate Lease Agreement by and between JSC CRC-3 and JSC «TransContainer» (Shakhunia Container Repair Depot on the Gorkovskaya Railway — a branch of JSC «TransContainer»), which is an interested party transaction, on the following terms:******Parties to the Agreement:******JSC CRC-3 shall be the Lessor, while JSC «TransContainer» (Shakhunia Container Repair Depot on the Gorkovskaya Railway — a branch of JSC «TransContainer») shall be the Lessee.******Subject of the Agreement:******Lease of the real estate — container platform No. 1 with an area of 3,341.80 sq. m, identification number: 52-52-21/006/2007-332, located at the address: 10 ulitsa Depovskaya, Shakhunia, Shakhunsky Region, Nizhny Novgorod Oblast. The real estate shall be handed over to the Lessee to be used in the same technology process.******Amount of the rent under the Agreement:******Monthly rent calculated with the value-added tax shall be deemed equal to seventy-two thousand one hundred eighty-two rubles and 88 kopecks (RUB72,182.88), including VAT (at the rate of 18%) amounting to eleven thousand and ten rubles and 95 kopecks (RUB11,010. 95). Annual rent shall constitute eight hundred sixty-six thousand one hundred ninety-four and 56 kopecks (RUB866,194.56), including VAT (18%) amounting to one hundred thirty-two thousand one hundred thirty-one rubles and 37 kopecks (RUB132,131. 37).******Validity period of the Agreement:******The Agreement shall come into force from the date of its state registration and shall be valid for ten (10) years from the day of its signing by the Parties.******The Agreement shall apply to the relations of the Parties established from January 01, 2012.******2.3.8.***1. ***To determine that the cost of sale of the metalware composed of the written-off 20-foot container in number of one (1) unit shall constitute RUB25,264.63, including VAT of 18% amounting to RUB3,853.93.***
2. ***To approve entering into the Metalware Purchase Agreement by and between JSCo “RZD” (Komsomolsk Mechanized Section for Handling Operations and Commercial Transactions — a structural unit of Far East Infrastructure Directorate for Management of Terminal and Warehouse Complex — of a structural unit of the Central Directorate for Management of Terminal and Warehouse Complex — of a branch of JSCo “RZD”) and JSC «TransContainer» (Far East Branch) on the following terms:***

***Parties to the Agreement: JSC «TransContainer» (Far East Branch) shall be the Seller, while JSCo “RZD” (Komsomolsk Mechanized Section for Handling Operations and Commercial Transactions — a structural unit of Far East Infrastructure Directorate for Management of Terminal and Warehouse Complex — of a structural unit of the Central Directorate for Management of Terminal and Warehouse Complex — of a branch of JSCo “RZD”) shall be the Purchaser.******Subject of the Agreement: the Seller undertakes to transfer the ownership to, while the Purchaser undertakes to accept and pay the metalware composed of the written-off 20-foot container.******Price of the Agreement: amount of the Agreement shall constitute twenty-five thousand two hundred sixty-four rubles and 63 kopecks (RUB25,264.63), including VAT of 18% — three thousand eight hundred fifty-three rubles and 93 kopecks (RUB3,853.93). Handling operations are excluded from the price of the Agreement and shall be performed by the Purchaser’s own forces and means.******Validity period 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.******2.3.9.***1. ***To determine that the cost of sale of the metalware composed of the written-off 3-ton containers in number of 22 units and metalware composed of the written-off 5-ton containers in number of 272 units shall constitute RUB2,437,819.37, including VAT of 18% amounting to RUB371,870.75.***
2. ***To approve entering into the Metalware Purchase Agreement by and between JSCo “RZD” (Nizhny Novgorod Logistical Support Directorate — a structural unit of Roszheldorsnab) and JSC «TransContainer» (Gorky Branch), which is an interested party transaction, on the following terms:***

***Parties to the Agreement: JSC «TransContainer» (Gorky Branch) shall be the Seller, while JSCo “RZD” (Nizhny Novgorod Logistical Support Directorate — a structural unit of Roszheldorsnab) shall be the Purchaser.******Subject of the Agreement: the Seller undertakes to transfer, while the Purchaser undertakes to accept and pay the metalware composed of the written-off 5-ton containers in number of 272 units and metalware composed of the written-off 3-ton containers in number of 22 units.******Price of the Agreement: shall constitute two million four hundred thirty-seven thousand eight hundred nineteen rubles and 37 kopecks (RUB2,437,819.37), including VAT of 18% in the amount of three hundred seventy-one thousand eight hundred seventy rubles and 75 kopecks (RUB371,870.75).******Handling operations are excluded from the price of the Agreement and shall be performed at the expense of the Purchaser.******Validity period 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.******2.3.10.******1. To determine that the cost of the services stipulated by the Contest Participation Agreement shall amount to RUB8,000.******2. To approve entering into the Contest Participation Agreement by and between JSC «TransContainer» and OAO Gudok Newspaper, which is an interested party transaction, on the following terms:******Parties to the Agreement: JSC «TransContainer» (Participant) and OAO Gudok Newspaper (Organizer).******Subject of the Agreement: the Organizer undertakes to provide the Participant with the following services:******1.1. to arrange a Contest for Annual Reports and Web Sites of Transport Companies Novaya Versta (“Contest”) in accordance with the terms and periods specified in the Contest Regulations published on the web site of the Contest (<http://www.gudok.ru/konkurs/contest/regulations/>), and with the terms of this Agreement, as well as to adopt for the Contest and to evaluate according to the Contest Evaluation Procedure the following contest products submitted by the Participant:******- Annual Report of the Contest’s Participant for 2010;******- corporate web site of the Participant posted on the Internet at the address: <http://www.trcont.ru/>;**** 1. ***to ensure participation of one representative of the Participant (Maria Alexandrovna Meshchaninova) in the Conference on the topic: “Basic Aspects of Information Disclosure and Preparation of the Issuer’s Annual Report”, hereinafter referred to as “Conference”, to be arranged in terms of the Contest on December 14, 2011 in accordance with the program posted on the web site <http://www.gudok.ru/konkurs/conference/program/>, at the address: 38/2 ulitsa Staraya Basmannaya, bldg.3, Moscow, as well as to provide the Participant’s representative with organisational and guidance, technical and information handouts and to issue a participant’s certificate (“Services”).***

***Price of the Agreement: eight thousand rubles and 00 kopecks (RUB8,000.00), including VAT of 18% amounting to one thousand four hundred and forty (1,440) rubles.******Validity period 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.******2.3.11.******I. 1. To determine that the cost of services under the Additional Agreement to Agreement on Credit in Russian Rubles No. 00GV4K dated March 18, 2011 by and between JSC «TransContainer» and OJSC Alpha-Bank shall be fixed in accordance with the Tariffs for Cash Management Services.******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:******1. To set out the first and second paragraph of clause 1 of the Additional Agreement dated March 18, 2011 to the Agreement in the following version:******“1. Starting from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 2011 and within the entire validity period of Agreement on Credit in Russian Rubles No. 00GV4K dated March 18, 2011 concluded by and between the Bank and the Client (“Agreement”), the Client undertakes to support a quarterly credit turnover (“Turnover”) on the Account in the amount of at least one hundred percent (100%) of the average value of liabilities for the billing quarter under all the existing credit products granted by the Bank to the Client.******Turnover means total volume of the funds received on the Account within the billing quarter. When calculating the credit turnover there shall be taken into account no transfers among the Client’s accounts opened with the Bank (other than proceeds from sales of goods and services), as well as no income related to granting and redemption of credits (loans), issue and redemption of the Client’s bills of exchange and to paybacks from deposit accounts and accounts for covers under letters of credit. The Client shall ensure at least thirty-seven and a half percent (37.5%) of the Turnover which means proceeds from sales of goods and services, and no more than sixty-two and a half percent (62.5%) of quarterly credit turnover from the transfers effected from the Client’s accounts opened with other credit institutions.”******Price of the Additional Agreement: shall be determined in accordance with the Tariffs for Cash Management Services.******Validity period of the Additional Agreement: this Additional Agreement shall come into force from the date of its signing and shall be valid until complete performance by the Parties of their obligations.******II. 1. To determine that the cost of services under the Additional Agreement to Agreement on Credit in Russian Rubles No. 00KW3K dated June 17, 2011 by and between JSC «TransContainer» and OJSC Alpha-Bank shall be fixed in accordance with the Tariffs for Cash Management Services.******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:******1. To set out the first and second paragraph of clause 1 of the Additional Agreement dated June 17, 2011 to the Agreement in the following version:******“1. Starting from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 2011 and within the entire validity period of Agreement on Credit in Russian Rubles No. 00KW3K dated June 17, 2011 concluded by and between the Bank and the Client (“Agreement”), the Client undertakes to support a quarterly credit turnover (“Turnover”) on the Account in the amount of at least one hundred percent (100%) of the average value of liabilities for the billing quarter under all the existing credit products granted by the Bank to the Client.******Turnover means total volume of the funds received on the Account within the billing quarter. When calculating the credit turnover there shall be taken into account no transfers among the Client’s accounts opened with the Bank (other than proceeds from sales of goods and services), as well as no income related to granting and redemption of credits (loans), issue and redemption of the Client’s bills of exchange and to paybacks from deposit accounts and accounts for covers under letters of credit. The Client shall ensure at least thirty-seven and a half percent (37.5%) of the Turnover which means proceeds from sales of goods and services, and no more than sixty-two and a half percent (62.5%) of quarterly credit turnover from the transfers effected from the Client’s accounts opened with other credit institutions.”******Price of the Additional Agreement: shall be determined in accordance with the Tariffs for Cash Management Services.******Validity period of the Additional Agreement: this Additional Agreement shall come into force from the date of its signing and shall be valid until complete performance by the Parties of their obligations.******2.3.12.***1. ***To determine that the total price of the Agreement shall amount to RUB****1,688,400.00, including VAT of 18% — RUB257,552.54, in particular for the use of:*

***1/2 part of practice football field No. 3 in January, February, March, April, October, November, December,*** *the Lessee shall pay the* ***rent of ten thousand five hundred (10,500) rubles and 00 kopecks, including VAT of 18% — one thousand six hundred and one (****1,601)* ***rubles and 69 kopecks*** *per hour of lease of the Facility;**1/2 part of practice football field No. 3 in May, June, July, September, the Lessee shall pay the rent of eight thousand four hundred (8,400) rubles and 00 kopecks, including VAT of 18% — one thousand two hundred eighty-one (1,281) rubles and 35 kopecks per hour of lease of the Facility.**To approve entering into the Facility Lease Agreement by and between JSC «TransContainer» and* ***Football Club Lokomotiv (D.U.)*** *ZAO, which is an interested party transaction, on the following terms:**Parties to the Agreement:* ***Football Club LOKOMOTIV (D.U.)******shall be the Lessor, while JSC «TransContainer» shall be the Lessee.****Subject of the Agreement:* ***the Lessor undertakes to grant to the Lessee for temporary use, subject to a fee and within the validity period of this Agreement, as well as in accordance with the agreed schedule, a 1/2 part of practice football field No. 3 with a total area of*** *3,502 sq. m (artificial turf field, identification number 77-77-22/008/2009-979) located at the address: estate 125, ulitsa Bolshaya Cherkizovskaya (liter 22),* ***Moscow,******107553.******Schedule: weekly on Wednesdays from 19:00 to 21:00 and Fridays from 18:00 to 20:00 from January 11, 2012 to July 27, 2012 and from September 05, 2012 to December 21, 2012 (for the schedule for visiting the facility and the payment schedule see Annex No. 3 to the Agreement).****Price of the Agreement: RUB1,688,400.00, including VAT of 18% amounting to RUB257,552.54, including for the use of:**1/2 part of practice football field No. 3 in January, February, March, April, October, November, December, the Lessee shall pay the rent of ten thousand five hundred (10,500) rubles and 00 kopecks, including VAT of 18% — one thousand six hundred and one (1,601) rubles and 69 kopecks per hour of lease of the Facility;**1/2 part of practice football field No. 3 in May, June, July, September, the Lessee shall pay the rent of eight thousand four hundred (8,400) rubles and 00 kopecks, including VAT of 18% — one thousand two hundred eighty-one (1,281) rubles and 35 kopecks per hour of lease of the Facility.**Validity period of the Agreement:* ***the Agreement shall come into force from the date of its signing by the authorised representatives of the Parties and shall be valid until December 21, 2012.******2.3.13.******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 such services have been provided. Approximate amount of the Services to be rendered under this Agreement shall constitute three hundred and three thousand four hundred twenty-eight rubles and 57 kopecks (RUB303,428.57), including VAT of 18%.******2. To approve entering into the Freight Forwarding Agreement by and between JSC «TransContainer» (Sverdlovsk Branch) and JSC CRC-1 (Samara Branch), which is an interested party transaction, on the following terms:******Parties to the Agreement: JSC «TransContainer» (Sverdlovsk Branch) shall be TransContainer, while JSC CRC-1 (Samara Branch) shall be 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. The list and volumes of services required to the Client shall be determined by the Client in the Order. The Order’s form is presented in Annex No. 1 to the Agreement.******Price of the Agreement: Approximate amount of the Services to be rendered under this Agreement shall constitute three hundred and three thousand four hundred twenty-eight rubles and 57 kopecks (RUB303,428.57), including VAT of 18%. When rendering services for the amount exceeding the approximate one, the Client shall unconditionally pay the cost of the services rendered in accordance with this Agreement.******Validity period 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 writing its intent to terminate this Agreement thirty days prior to its expiration.******In accordance with article 425, point 2 of GK (Civil Code) of the RF (Russian Federation) this Agreement shall apply to the relations of the Parties established before its signing starting with October 14, 2011.******2.3.14.******1. To determine that the cost of the services to be rendered under the Agreement on Telephone Services (within the Local and Fixed Communication Network) shall be fixed in accordance with the tariff plan of the Service Provider and shall amount to one thousand nine hundred sixty-four rubles and 70 kopecks (RUB1,964.70), including VAT of 18% — two hundred ninety-nine rubles and 70 kopecks (RUB299.70) per month.******2. To approve entering into the Agreement on Telephone Services (within the Local and Fixed Communication Network) by and between JSC «TransContainer» and JSCo “RZD”, which is an interested party transaction, on the following terms:******Parties to the Agreement: JSCo “RZD” (Makhachkala Regional Communication Centre — a structural unit of Rostov Communication Directorate — of the Central Communication Station — of JSCo “RZD”) shall be the Service Provider, while JSC «TransContainer» (Northern-Caucasus Branch) shall be the Subscriber.******Subject of the Agreement: The Service Provider shall grant to the Subscriber the access to telephone network, ensure the possibility to use local and fixed telephone network and possibility to access the network of the Service Provider rendering local, domestic long distance and international telephone services automatically or with a telephone operator, as well as other services technologically inseparably associated with telephone services.******Price of the Agreement: Cost of the services to be rendered under the Agreement on Telephone Services (within the Local and Fixed Communication Network) shall be fixed in accordance with the tariff plan of the Service Provider and shall amount to one thousand nine hundred sixty-four rubles and 70 kopecks (RUB1,964.70), including VAT of 18% — two hundred ninety-nine rubles and 70 kopecks (RUB299.70) per month.******Validity period of the Agreement: the Agreement shall come into force from the date of its signing and shall be valid until December 31, 2011. The Agreement shall be automatically extended for each subsequent year, unless either Party of the Agreement notifies the other Party on its intent to terminate the Agreement at least 30 days prior to expiration of such Agreement.***  ***Other conditions: From the date of signing of this Agreement there shall be terminated Agreement on Telephone Services No. 53/с dated July 20, 2007.******2.3.15.******1. To determine that the cost of works on technological conjunction of power receivers shall constitute RUB550.00, including VAT of 18% in the amount of RUB83.90.******2. To approve entering into the Agreement for Works on Technological Conjunction of Power Receivers, which is an interested party transaction, on the following terms:******Parties to the Agreement: The Customer shall be JSC «TransContainer» (Moscow Branch), while the Contractor shall be JSCo “RZD” (Moscow-Smolensk Power Supply Section of Moscow Railway — a branch of JSCo “RZD”).******Subject of the Agreement: execution of works on technological conjunction of power receivers for the administrative and amenity building based on Universal modules and located in the Branch’s agency at the railway station Kuntsevo-2 at the address: 65 ulitsa Molodogvardeyskaya, bldg. 7, Moscow, 121381. 7.******Price of the Agreement: cost of the works on technological conjunction of power receivers shall constitute five hundred fifty (550) rubles and 00 kopecks, including VAT of 18% in the amount of eighty-three (83) rubles and 90 kopecks.******Validity period of the Agreement: the Agreement shall come into force from the date of its signing and shall be valid until complete performance by the Parties of their obligations.******2.3.16.******1. To determine that the cost of works on technological conjunction of power receivers shall constitute RUB550.00, including VAT of 18% in the amount of RUB83.90.******2. To approve entering into the Agreement for Works on Technological Conjunction of Power Receivers, which is an interested party transaction, on the following terms:******Parties to the Agreement: The Customer shall be JSC «TransContainer» (Moscow Branch), while the Contractor shall be JSCo “RZD” (Bryansk Power Supply Section of Moscow Railway — a branch of JSCo “RZD”).******Subject of the Agreement: execution of works on technological conjunction of power receivers for the administrative and amenity building based on Universal modules and located in the Branch’s agency at the railway station Bryansk-2 at the address: 19 Moskovskiy proezd, Moscow, 241020.******Price of the Agreement: cost of the works on technological conjunction of power receivers shall constitute five hundred fifty (550) rubles and 00 kopecks, including VAT of 18% in the amount of eighty-three (83) rubles and 90 kopecks.******Validity period of the Agreement: the Agreement shall come into force from the date of its signing and shall be valid until complete performance by the Parties of their obligations.******2.3.17.******1. To determine that the cost of works on technological conjunction of power receivers shall constitute RUB550.00, including VAT of 18% in the amount of RUB83.90.******2. To approve entering into the Agreement for Works on Technological Conjunction of Power Receivers, which is an interested party transaction, on the following terms:******Parties to the Agreement: The Customer shall be JSC «TransContainer» (Moscow Branch), while the Contractor shall be JSCo “RZD” (Ryazan Power Supply Section of Moscow Railway — a branch of JSCo “RZD”).******Subject of the Agreement: execution of works on technological conjunction of power receivers for the administrative and amenity building based on Universal modules and located in the Branch’s agency at the railway station Lesok at the address: railway station Lesok, Sokolovka, Ryazan, 390047.******Price of the Agreement: cost of the works on technological conjunction of power receivers shall constitute five hundred fifty (550) rubles and 00 kopecks, including VAT of 18% in the amount of eighty-three (83) rubles and 90 kopecks.******Validity period of the Agreement: the Agreement shall come into force from the date of its signing and shall be valid until complete performance by the Parties of their obligations.***2.4. Date of meeting of the issuer’s board of directors that passed the relevant decisions: ***December 20, 2011.***2.5. Date and number of minutes of the meeting of the issuer’s board of directors that passed the relevant decisions: ***Minutes No. 6 of December 22, 2011.*** |
| 3. Signature |
| 3.1. СЕО of JSC "TransContainer"  |  |  | P.V. Baskakov |  |
|  | (signature) |  |  |  |
| 3.2. Date  | 22 |  | December  | 20 | 11 |  | Seal |  |
|  |  |  |