**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. Approval of entering into a contract for lease of immovable property (132b ul. Korochanskaya, Belgorod, Belgorod Oblast) between JSCo "RZD" (South Eastern Directorate for Management of the Terminal and Warehouse Complex — a structural subdivision of the Central Directorate for Management of the Terminal and Warehouse Complex — a branch of JSCo "RZD") and JSC «TransContainer» (South Eastern Branch).***  ***Voting results:***  ***For: 11;***  ***Against: none;***  ***Abstained: none.***  ***2.2.2. Approval of entering into a contract for lease of immovable property (shosse Aeroporta, Makhachkala, Republic of Dagestan) between JSCo "RZD" (North Caucasus Railways — a branch of JSCo "RZD") and JSC «TransContainer» (North Caucasus Branch).***  ***Voting results:***  ***For: 11;***  ***Against: none;***  ***Abstained: none.***  ***2.2.3. Approval of entering into a contract for lease of non-residential premises between JSC «TransContainer» and FC LOKOMOTIV ZAO (Closed Joint Stock Company).***  ***Voting results:***  ***For: 11;***  ***Against: none;***  ***Abstained: none.***  ***2.2.4. Approval of entering into an additional agreement to Contract No. 20/12-2010 for rendering services on protection of state secret dated December 20, 2010 between JSC «TransContainer» and JSCo «RZDstroy».***  ***Voting results:***  ***For: 10;***  ***Against: none;***  ***Abstained: none.***  ***2.2.5. Approval of entering into Contract No. 113 for rendering telegraph communication services between JSC «TransContainer» (Kuibyshev Branch) and JSCo "RZD" (Penza Regional Communication Centre — a structural subdivision of Samara Communication Directorate — the Central Communication Station — a branch of JSCo "RZD").***  ***Voting results:***  ***For: 11;***  ***Against: none;***  ***Abstained: none.***  ***2.2.6. Approval of entering into a transportation and forwarding contract between JSC «TransContainer» (Zabaikal Branch) and JSC «CRC-2» (Khabarovsk Branch).***  ***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 rental for use of the immovable property of the total area of 8.2 square metres, located at the address: 132b ul. Korochanskaya, Belgorod, Belgorod Oblast, shall amount to RUB22,339.95 per year including VAT.***  ***2. To approve entering into a contract for lease of immovable property (132b ul. Korochanskaya, Belgorod, Belgorod Oblast) between JSCo "RZD" (South Eastern Directorate for Management of the Terminal and Warehouse Complex — a structural subdivision of the Central Directorate for Management of the Terminal and Warehouse Complex — a branch of JSCo "RZD") and JSC «TransContainer» (South Eastern Branch) as an interested party transaction on the following conditions:***  ***Parties of the Contract:***  ***JSCo "RZD" (South Eastern Directorate for Management of the Terminal and Warehouse Complex — a structural subdivision of the Central Directorate for Management of the Terminal and Warehouse Complex — a branch of JSCo "RZD") — the “Lessor” and JSC «TransContainer» (South Eastern Branch) — the “Lessee”.***  ***Subject of the Contract:***  ***Lease of immovable property located at the address: 132b ul. Korochanskaya, Belgorod, Belgorod Oblast, including non-residential premises No. 7 of the total area of 8.2 square metres, located on the 2nd floor of the building of the commodity office, cadastral (conventional) number: 31:16:00 00 000:0000:003715-00/001:1001/А11. The immovable property shall be leased for placement of the employees of the agency of JSC «TransContainer» at Belgorod station.***  ***The immovable property is located on the land plot of the total area of 3,247,600 square metres, cadastral No. 31:16:0:0013.***  ***Rental under the Contract:***  ***Annual rental shall amount to twenty two thousand three hundred and thirty nine Russian rubles 95 kopeks (RUB22,339.95) per year including VAT (at the rate of 18%) amounting to three thousand four hundred and seven Russian rubles 79 kopeks (RUB3,407.79).***  ***Monthly rental shall amount to one thousand eight hundred and sixty one Russian rubles 66 kopeks (RUB1,861.66) including VAT (18%) amounting to two hundred and eighty three Russian rubles 98 kopeks (RUB283.98).***  ***Validity of the Contract:***  ***The Contract shall enter into force from the date of its signing by the Parties and shall remain in force for 11 months. The conditions of the Contract shall govern the Parties’ relationships existing from March 01, 2011.***  ***Other essential conditions of the Contract:***  ***If the Lessee continues to use the immovable property after expiration of the validity period of the Contract and the Lessor has no objections, the lease contract shall be deemed extended for an indefinite period on the same conditions.***  ***2.3.2.***  ***1. To establish that the rental for use of the immovable property of the total area of 11.3 square metres, located at the address: shosse Aeroporta, Makhachkala, Republic of Dagestan, shall amount to RUB42,500 per year including VAT.***  ***2. To approve entering into a contract for lease of immovable property (shosse Aeroporta, Makhachkala, Republic of Dagestan) between JSCo "RZD" (North Caucasus Railways — a branch of JSCo "RZD") and JSC «TransContainer» (North Caucasus Branch) as an interested party transaction on the following conditions:***  ***Parties of the Contract:***  ***JSCo "RZD" (North Caucasus Railways — a branch of JSCo "RZD") — the “Lessor” and JSC «TransContainer» (North Caucasus Branch) — the “Lessee”.***  ***Subject of the Contract:***  ***Lease of immovable property located at the address: shosse Aeroporta, Makhachkala, Republic of Dagestan, including non-residential premises No. 18 of the total area of 11.3 square metres, located on the 1st floor of the building of the commodity office (letter М) of production and technological complex No. 49. The immovable property shall be leased for placement of the employees.***  ***The immovable property is located on the land plot under cadastral number 05:40:00 00 22:0001, area: 246,000 square metres.***  ***Rental under the Contract:***  ***Annual rental shall amount to forty two thousand five hundred Russian rubles (RUB42,500) including VAT 18% amounting to six thousand four hundred and eighty three Russian rubles (RUB6,483) 05 kopeks.***  ***Validity of the Contract:***  ***The Contract shall enter into force from the date of its signing by the Parties and shall remain in force for 11 months. The conditions of the Contract shall govern the Parties’ relationships existing from September 16, 2011.***  ***Other essential conditions of the Contract:***  ***If the Lessee continues to use the immovable property after expiration of the validity period of the Contract and the Lessor has no objections, the lease contract shall be deemed extended for an indefinite period on the same conditions.***  ***2.3.3.***  *1. To establish that the total cost of lease of the non-residential premises located at the Western Tribune of the building of the Central Lokomotiv Stadium — VIP lounge No. 2 at the following address: 125 ul. Bol’shaya Cherkizovskaya, bldg. 1, Moscow, shall amount to RUB3,499,384.85 including VAT 18%.*  *2. To approve entering into a contract for lease of non-residential premises between JSC «TransContainer» and Football Club LOKOMOTIV ZAO (D.U.) as an interested party transaction on the following conditions:*  *Parties of the Contract: Football Club LOKOMOTIV ZAO (D.U.) — the* ***“****Lessor****”*** *and JSC «TransContainer» — the* ***“****Lessee****”****.*  *Subject of the Contract: the Lessor shall provide the Lessee with the non-residential premises — VIP lounge No. 2 (the “Premises”) for temporary use in exchange for payment and the Lessee shall use the Premises according to the procedure provided for by the Contract. The provided Premises of the total area of 40.5 square metres are located at the Western Tribune of the building of the Central Lokomotiv Stadium at the following address: 125 ul. Bol’shaya Cherkizovskaya, bldg. 1, Moscow, 107553.*  *Price of the Contract:*  *The Lessee shall pay to the Lessor a rental for the right to use the Premises within the validity period of the Contract in the amount of three million four hundred and ninety nine thousand three hundred and eighty four Russian rubles 85 kopeks (RUB3,499,384.85) including VAT 18% amounting to five hundred and thirty three thousand eight hundred and four Russian rubles 47 kopeks (RUB533,804.47).*  *Monthly rental shall amount to three hundred and forty nine thousand nine hundred and thirty eight Russian rubles 49 kopeks (RUB349,938.49) including VAT 18% amounting to fifty three thousand three hundred and eighty Russian rubles 45 kopeks (RUB53,380.45).*  *The rental shall include utility payments and operating expenses on maintenance of the leased Premises.*  *The Lessee shall pay for the services by transferring the cost of lease of the Premises to the Lessor’s settlement account according to the following procedure:*  *• one million seven hundred and fifty thousand Russian rubles 00 kopeks (RUB1,750,000.00) including VAT 18% amounting to two hundred and sixty six thousand nine hundred and forty nine Russian rubles 15 kopeks (RUB266,949.15) on or before March 31, 2012;*  *• one million seven hundred and forty nine thousand three hundred and eighty four Russian rubles 85 kopeks (RUB1,749,384.85) including VAT 18% amounting to two hundred and sixty six thousand eight hundred and fifty five Russian rubles 32 kopeks (RUB266,855.32) on or before August 31, 2012.*  *Validity of the Contract: the Contract shall enter into force from the date of its signing by the Parties, shall govern the relationships of the Parties existing from February 01, 2012 and shall remain in force till November 30, 2012.*  *Miscellaneous: in case the Lessee duly fulfils its obligations under the Contract, the Lessee shall have the preferential right to extend the Contract or to conclude a new Contract upon expiration of the current Contract.*  ***2.3.4.***  1***. To establish that the cost of the rendered services on protection of state secret shall amount to RUB50,000 per month including VAT.***  ***2. To approve entering into an additional agreement to Contract No. 20/12-2010 for rendering services on protection of state secret dated December 20, 2010 between JSC «TransContainer» and JSCo «RZDstroy» as an interested party transaction on the following conditions:***  ***Parties of the Additional Agreement: JSC «TransContainer» — the “Client” and JSCo «RZDstroy» — the “Executor”.***  ***Subject of the Additional Agreement: from January 01, 2012 monthly cost of the services rendered to the Client under the Contract shall amount to fifty thousand Russian rubles (RUB50,000) including VAT (18%) amounting to seven thousand six hundred and twenty seven Russian rubles (RUB7,627) 12 kopeks.***  ***The tariff established earlier in respect of the rendered services in accordance with Contract No. № 20/12-2010 for protection of state secret dated December 20, 2010 shall cease to be effective from January 01, 2012.***  ***Validity of the Additional Agreement: the additional agreement shall enter into force from the date of its signing by the Parties and shall govern the Parties’ relationships existing from January 01, 2012.***  ***2.3.5.***   1. ***To establish that the cost of telegraph communication services shall be determined in accordance with the tariff plan of the Communication Provider for rendering telegraph communication services based on the amount of the rendered services:***   ***For transmission of a word of a telegram under the category “Ordinary” – RUB1.94,***  ***For transmission of a word of a telegram under the category “Urgent”, “Beyond Category”, “Extra”, “President of the Russian Federation”, “Chairman of the Government of the Russian Federation”, “Higher Governmental”, “Governmental” — RUB2.94,***  ***For delivery (telegraph fee) of a telegram under the category “Ordinary” - RUB18.75,***  ***For delivery (telegraph fee) of a telegram under the category “Urgent, “Beyond Category”, “Extra”, “President of the Russian Federation”, “Chairman of the Government of the Russian Federation”, “Higher Governmental”, “Governmental”— RUB25.00,***  ***For transmission of a word of a telegram, “Ordinary”:***  ***Azerbaijan, Armenia, Georgia, Kazakhstan — RUB12.24,***  ***Belarus — RUB8.16,***  ***Latvia, Lithuania — RUB16.32,***  ***Moldova — RUB10.20,***  ***Tajikistan, Turkmenistan, Uzbekistan, Kyrgyzstan — RUB6.12,***  ***Ukraine — RUB10.20,***  ***Estonia — RUB14.28,***  ***For delivery (telegraph fee) of a telegram under the category “Ordinary” - RUB18.75,***  ***For delivery (telegraph fee) of a telegram under the category “Urgent”, “Beyond Category”, “Extra”, “President of the Russian Federation”, “Chairman of the Government of the Russian Federation”, “Higher Governmental”, “Governmental”— RUB25.00.***   1. ***To approve entering into a contract for rendering telegraph communication services between JSC «TransContainer» (Kuibyshev Branch) and JSCo "RZD" (Penza Regional Communication Centre — a structural subdivision of Samara Communication Directorate — the Central Communication Station — a branch of JSCo "RZD") as an interested party transaction on the following conditions:***   ***Parties of the Contract: JSC «TransContainer» (Kuibyshev Branch) — the “User” and JSCo "RZD" (Penza Regional Communication Centre — structural subdivision of Samara Communication Directorate — the Central Communication Station — a branch of JSCo "RZD") — the “Provider”.***  ***Subject of the Contract: rendering telegraph communication services.***  ***Price of the Contract: cost of telegraph communication services shall be determined in accordance with the tariff plan of the Communication Provider for rendering telegraph communication services based on the amount of the rendered services:***  ***For transmission of a word of a telegram under the category “Ordinary” – RUB1.94,***  ***For transmission of a word of a telegram under the category “Urgent”, “Beyond Category”, “Extra”, “President of the Russian Federation”, “Chairman of the Government of the Russian Federation”, “Higher Governmental”, “Governmental” — RUB2.94,***  ***For delivery (telegraph fee) of a telegram under the category “Ordinary” - RUB18.75,***  ***For delivery (telegraph fee) of a telegram under the category “Urgent, “Beyond Category”, “Extra”, “President of the Russian Federation”, “Chairman of the Government of the Russian Federation”, “Higher Governmental”, “Governmental”— RUB25.00,***  ***For transmission of a word of the telegram, “Ordinary”:***  ***Azerbaijan, Armenia, Georgia, Kazakhstan — RUB12.24,***  ***Belarus — RUB8.16,***  ***Latvia, Lithuania — RUB16.32,***  ***Moldova — RUB10.20,***  ***Tajikistan, Turkmenistan, Uzbekistan, Kyrgyzstan — RUB6.12,***  ***Ukraine — RUB10.20,***  ***Estonia — RUB14.28,***  ***For delivery (telegraph fee) of a telegram under the category “Ordinary” - RUB18.75,***  ***For delivery (telegraph fee) of a telegram under the category “Urgent, “Beyond Category”, “Extra”, “President of the Russian Federation”, “Chairman of the Government of the Russian Federation”, “Higher Governmental”, “Governmental”— RUB25.00.***  ***Validity 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.***  ***Miscellaneous: if neither party notifies the other party on its intention to terminate the Contract 30 days before its expiration, the Contract shall be each time extended for the next calendar year.***  ***2.3.6.***  ***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».***  ***2. To approve entering into a transportation and forwarding contract between JSC «TransContainer» (Zabaikal Branch) and JSC «CRC-2» (Khabarovsk Branch) as an interested party transaction on the following conditions:***  ***Parties of the Contract: JSC «TransContainer» (Zabaikal Branch) — “TransContainer”, JSC «CRC-2» (Khabarovsk Branch) — the “Client”.***  ***Subject of the Contract: for consideration and at the Client’s expense, TransContainer shall perform and/or organise performance of the transportation and forwarding services specified in the Client’s Order related to cargo transportation by rail, water and/or road transport in the territory of the Russian Federation. List and amounts of the services required by the Client shall be determined by the Client in the Order. Form of the Order shall be Appendix No. 1 to the Contract.***  ***Price of the Contract: price of the Contract shall consist of the cost of transportation and forwarding services actually rendered to the Client under the Contract and the cost of transportation and forwarding services approved by JSC «TransContainer».***  ***Validity 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.***  ***If neither party notifies the other party in writing on its intention to terminate the Contract at least thirty days before its expiration, the Contract shall be each time extended for the next calendar year.***  2.4. Date of meeting of the issuer’s board of directors that passed the relevant decisions:  ***January 25, 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. 7 of January 27, 2012.*** | | | | | | | | | | | | |
| 3. Signature | | | | | | | | | | | | |
| 3.1. СЕО of JSC "TransContainer" | | | | | | |  | |  | P.V. Baskakov |  | |
|  | | | | | | | (signature) | |  |  |  | |
| 3.2. Date | 27 |  | January | 20 | 12 |  | Seal | |  | | | |
|  | | | | | | |  | |  | | | |