

**Statement of Material Fact**  
**“Individual decisions made by the Issuer’s Board of Directors”**

| 1. General Information   |  |
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| 1.1. Full corporate name of the issuer   | <i>Joint-Stock Company Centre for the Transport of Goods in Containers (TransContainer)</i>  |
| 1.2. Short corporate name of the issuer  | <i>JSC TransContainer</i>  |
| 1.3. Issuer’s registered address   | <i>Oruzheyniy Pereulok 19<br/>Moscow, Russian Federation 12504</i>   |
| 1.4. Issuer’s Principal State Registration Number (OGRN)   | <i>1067746341024</i>   |
| 1.5. Issuer’s Taxpayer Identification Number (INN)   | <i>7708591995</i>  |
| 1.6. Issuer’s unique code assigned by the registration agency  | <i>55194-E</i>   |
| 1.7. Webpage used by the issuer for disclosure of information  | <a href="http://www.trcont.ru">http://www.trcont.ru</a><br><a href="http://www.e-disclosure.ru/portal/company.aspx?id=11194">http://www.e-disclosure.ru/portal/company.aspx?id=11194</a> |
| 2. Contents of the Statement   |  |
| <i>Concerning approval of transactions that are classified as related party transactions in accordance with the laws of the Russian Federation</i>   |  |
| <p>2.1. The quorum of the meeting of the Issuer’s Board of Directors: <i>11 of 11 members of the Board of Directors of JSC TransContainer participated in the meeting of the Board of Directors. In accordance with Article 68 and 83 of the Federal Law “On Joint-Stock Companies”, the quorum is present and the meeting of the Board of Directors of JSC TransContainer can proceed to business.</i></p> <p>2.2. The results of voting on the issues relating to making decisions:</p> <p><i>2.2.1. Approval of a wet lease agreement between JSC TransContainer (Sverdlovsk Branch) and JSC RZhD (Sverdlovsk Directorate for Management of Terminal and Warehouse Complex - structural subdivision of Central Directorate for Management of Terminal and Warehouse Complex - a branch of JSC RZhD).</i><br/> <i>For: 9.</i><br/> <i>Against: none.</i><br/> <i>Abstained: 1 (Ivanov P.A.).</i><br/> <i>Member of the Board of Directors Davydov A.Y. didn’t participate in the vote.</i></p> <p><i>2.2.2. Approval of a non-residential room lease agreement between JSC TransContainer and LOCOMOTIVE Football Club (D.U.) CJSC.</i><br/> <i>For: 10.</i><br/> <i>Against: none.</i><br/> <i>Abstained: none.</i></p> <p><i>2.2.3. Approval of Addendum No. 5 to Immovable Property Lease Agreement dated 27.12.2007 No. ЦПИА/4/А/0711010000/07/03225 (6d Otlichnikov per., Voronezh) between JSC TransContainer (South-East Branch) and JSC RZhD (South-East Directorate for Management of Terminal and Warehouse Complex - structural subdivision of Central Directorate for Management of Terminal and Warehouse Complex - a branch of JSC RZhD).</i><br/> <i>For: 9.</i><br/> <i>Against: none.</i><br/> <i>Abstained: 1 (Ivanov P.A.).</i><br/> <i>Member of the Board of Directors Davydov A.Y. didn’t participate in the vote.</i></p> |  |

2.3. Contents of the decisions made by the Issuers' Board of Directors:

**2.3.1.**

**1. Determine that the rent shall be based on the rates to be agreed upon between the parties in annexes to the Agreement and that the total amount under the Agreement shall not exceed 1,500,000 (one million five hundred thousand) rubles 00 kopecks, excl. VAT. VAT at the rate of 18% shall be added.**

**2. Approve the wet lease agreement between JSC TransContainer (Sverdlovsk Branch) and JSC RZhD (Sverdlovsk Directorate for Management of Terminal and Warehouse Complex - structural subdivision of Central Directorate for Management of Terminal and Warehouse Complex - a branch of JSC RZhD), which is a related-party transaction, on the following terms and conditions:**

**Parties to the Agreement: JSC TransContainer (Sverdlovsk Branch) as the Lessor and JSC RZhD (Sverdlovsk Directorate for Management of Terminal and Warehouse Complex - structural subdivision of Central Directorate for Management of Terminal and Warehouse Complex - a branch of JSC RZhD) as the Lessee.**

**Subject of the Agreement: The Lessor shall provide, for a fee, a vehicle for temporary possession of and use by the Lessee and shall also provide vehicle maintenance and operation services, as well as related services to the Lessee.**

**The vehicle shall be provided to the Lessee on a leasehold basis to enable the Lessee to render containerized cargo transportation services to its customers.**

**Price of the Agreement: it shall be based on the lease rates agreed upon between the Parties in annexes to the Agreement. The total price of the Agreement shall not exceed 1,500,000 rubles, excl. VAT (18%).**

**Term of the Agreement: The Agreement shall become effective after signature by the Parties and shall continue until December 31, 2014 inclusive or until the limit of RUB 1,500,000 (excl. VAT) is reached.**

**Miscellaneous:**

**The Agreement may be terminated by either Party subject to a written notice to the other Party no later than 30 (thirty) calendar days prior to the date of termination.**

**The Lessor may provide a vehicle other than that specified in Annex No. 1 provided that such vehicle meets all the requirements specified in the Agreement.**

**The rent rates may be revised subject to a notice to the Lessee at least 30 (thirty) working days prior to the effective date of new rates. New rates shall be deemed accepted if the Parties sign a new annex to the Agreement.**

**The rent may not be increased earlier than 6 (six) months after the date of the Agreement or more than once a year; the rent may not be increased annually by more than 10% (ten per cent) of the initially agreed rent rate.**

**2.3.2.**

**1. Determine that the total rent for the non-residential room at the west stand of the Locomotive Central Stadium (VIP box No. 3) located at: Moscow, 125 Bolshaya Cherkizovskaya Street, bldg. 1, shall amount to RUB 3,960,000.00 including 18% VAT.**

**2. Approve the non-residential room lease agreement between JSC TransContainer and LOCOMOTIVE Football Club (D.U.) CJSC, which is an interested-party transaction, on the following terms and conditions:**

**Parties to the Agreement: LOCOMOTIVE Football Club (D.U.) CJSC as the Lessor, and JSC TransContainer as the Lessee.**

**Subject of the Agreement: The Lessor shall provide, for a fee, VIP-box No. 3 (hereinafter referred to as the «Premises») to the Lessee for temporary use, and the Lessee shall use the premises in accordance with this Agreement. The Premises having a total floor area of 42.1 sq. m. is situated at**

*the west stand of the building of the Locomotive Central Stadium located at: 107553, Moscow, 125 Bolshaya Cherkizovskaya Street, bldg. 1.*

*Price of the Agreement:*

*To use the Premises during the term of the Agreement, the Lessee shall rent to the Lessor, which shall amount to*

*3,960,000.00 (three million nine hundred sixty thousand) rubles 00 kopecks, including 18% VAT of 604,067.80 (six hundred four thousand sixty seven) rubles 80 kopecks.*

*The rent shall include utility bills and maintenance costs attributable to the Premises.*

*Payment shall be made by the Lessee against an invoice issued by the Lessor on the following terms: 100% - no later than April 25, 2014.*

*Term of the Agreement: The Agreement shall become effective after signature by the authorized representatives of the Parties and shall apply to the relations arising between the Parties prior to the effective date from March 5, 2014, and shall continue until expiration of the Premises lease term as specified in clause 1.7 of the Agreement.*

*Miscellaneous: Premises lease term: March 5, 2014 to May 19, 2014 and July 25, 2014 to December 31, 2014.*

*Subject to proper discharge of its obligations under the Agreement, the Lessee shall have the right of first refusal to make a new agreement upon expiration of this Agreement.*

### **2.3.3.**

*1. Determine that the annual rent under Immovable Property Lease Agreement dated 27.12.2007 No. ЦПИА/4/А/0711010000/07/03225 for the use of immovable property, having a total floor area of 125.8 sq. m. and located at: 6d Otlichnikov per., Voronezh, shall amount to RUB 587,234.4, incl. VAT.*

*2. Approve Addendum No. 5 to Immovable Property Lease Agreement dated 27.12.2007 No. ЦПИА/4/А/0711010000/07/03225 (6d Otlichnikov per., Voronezh) between JSC TransContainer (South-East Branch) and JSC RZhD (South-East Directorate for Management of Terminal and Warehouse Complex - structural subdivision of Central Directorate for Management of Terminal and Warehouse Complex - a branch of JSC RZhD), which is a related-party transaction, on the following terms and conditions:*

*Parties to the Addendum: JSC RZhD (South-East Directorate for Management of Terminal and Warehouse Complex - structural subdivision of Central Directorate for Management of Terminal and Warehouse Complex - a branch of JSC RZhD) as the Lessor and JSC TransContainer (South-East Branch) as the Lessee.*

*Subject of the Addendum:*

*«1.1. The Lessor hereby leases to the Lessee for consideration, and the Lessee accepts for temporary possession and use immovable property specified in Annex No. 1 hereto being an integral part of this Agreement, which is located at: 6d Otlichnikov per., Voronezh, Voronezh Region, with a total floor area of 125.8 sq. m. comprising: non-residential premises No. 7, 8, 9, 17, 20, 21, 23 situated on the first floor of the administrative building (hereinafter, the Immovable Property)».*

*1.2. Paragraph 2 of clause 5.1 of the Contract shall be restated to read as follows:*

*«In accordance with the agreement between the Parties on the amount of rent for lease of the immovable property (Annex No. 2 hereto), the annual rent shall be equal to 587,234 (five hundred eighty-seven thousand two hundred thirty-four) rubles 40 kopecks per annum, incl. 18% VAT of 89,578 (eighty-nine thousand five hundred seventy-eight) rubles 13 kopecks».*

*Amount of rent under the Agreement:*

*Monthly rent, incl. value added tax, shall be 48,936 rubles 20 kopecks.*

*Term of the Addendum: This Addendum shall become effective after its signature by the Parties and shall apply to the legal relations arising between the Parties from January 16, 2014.*

*2.4. Date of holding the meeting of the Issuer's Board of Directors, during which the above mentioned decisions were made: 17 April 2014.*

*2.5. Date of making and number of the Minutes of the meeting of the Issuer's Board of Directors during*

which the above mentioned decisions were made: *Minutes No. 11 of 18April 2014.*

3. Signatures

3.1. Director General  
of JSC TransContainer

P. V. Baskakov

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(signature)

3.2. Date: 18 April 20 14

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