

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

1. General Information	
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 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	http://www.trcont.ru http://www.e-disclosure.ru/portal/company.aspx?id=11194
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>10 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. About approval of the lease agreement of immovable property (Republic of Khakassia, Abakan, Svobody str, 8) between JSC TransContainer (Krasnoyarsk branch) and JSC Russian Railways (Krasnoyarsk direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction managing the terminal warehouse complex - branch of JSC Russian Railways).</i></p> <p><i>For: 9 (P.V. Baskakov, A.S. Vinokurov, P.D. Il'ichev, I.A. Kostenetz, Y.V.Novozhilov, A.A. Panchenko, J.B. Rymzhanova, D. Hexter, I.S. Shitkina).</i></p> <p><i>Against: none.</i></p> <p><i>Abstained: 1 (P.A. Ivanov).</i></p> <p><i>2.2.2. About approval of the contract of insurance against accidents and illnesses between JSC “Insurance Company” ZHASO” and JSC TransContainer.</i></p> <p><i>For: 5 (P.V. Baskakov, Y.V.Novozhilov, A.A. Panchenko, J.B. Rymzhanova, D. Hexter, I.S. Shitkina).</i></p> <p><i>Against: 1 (A.S. Vinokurov).</i></p> <p><i>Abstained: 2 (P.A. Ivanov, A.A. Panchenko).</i></p> <p><i>When counting the votes on this issue, the votes of the members of the Board of Directors Ilichev P.D. and Kostenetz I.A., since they are stakeholders in the conclusion of the transaction (Il'ichev P.D. and Kostenetz I.A. are members of the Board of Directors of JSC "Insurance Company" ZHASO ").</i></p>	
<p><i>2.2.3. About approval of the conclusion of Additional Agreement No.1 to the agent agreement for services about organisation of overhaul of rolling stock and large capacity containers JSC TransContainer by The Company “Kedentransservice” (Republic of Kazakhstan).</i></p>	

For: 9 (A.S. Vinokurov, P.D. Il'ichev, I.A. Kostenetz, Y.V. Novozhilov, A.A. Panchenko, D. Hexter, I.S. Shitkina).

Against: none.

Abstained: 1 (P.A. Ivanov).

2.2.4. About approval of the Contract about party change in short-term Commercial Property Lease Agreement dd. April 21, 2014 No.3/2014/KJ/TKð/14/04/0025 between JSC TransContainer and JSC "Football Club "LOKOMOTIV" and LLC "Finresource".

For: 6 (P.V. Baskakov, P.D. Il'ichev, A.A. Panchenko, J.B. Rymzhanova, D. Hexter, I.S. Shitkina).

Against: none.

Abstained: none.

Members of the Board of Directors of A.S. Vinokurov, P.A. Ivanov, I.A. Kostenetz and Y.V. Novozhilov not vote in favor of the draft decision.

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

2.3.1.

1. To define that the amount of rent for use of the immovable property - the commercial premise No. 28 with a total area of 14.6 sq.m. located on the second floor of an additional building of the cloth room, located at address: Republic of Khakassia, Abakan, Svobody st., 8 is 86,605.16 roubles for 11 months including VAT.

2. To approve lease agreement of immovable property (Republic of Khakassia, Abakan, Svobody str, 8) between JSC Russian Railways (Krasnoyarsk direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction managing the terminal warehouse complex - branch of JSC Russian Railways) and JSC TransContainer (Krasnoyarsk branch) as a deal of special interest upon the following conditions:

Parties of the Contract:

JSC Russian Railways (Krasnoyarsk direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction managing the terminal warehouse complex - branch of JSC Russian Railways) is Leaseholder and JSC TransContainer (Krasnoyarsk branch) is Tenant.

Subject of the Contract:

The lease of immovable property - the commercial premise No. 28 with a total area of 14.6 sq.m. located on the second floor of an additional building of the cloth room, located at address: Republic of Khakassia, Abakan, Svobody st., 8

Immovable property is transferred to the Leaseholder for use as an office.

The Contract Price: the rent calculated with the value added tax, amortization charges, the corporate property tax and the leasehold ground rent is accepted equal to 86,605.16 (Eighty-six thousand six hundred and five) rub. 16 copecks for 11 months for use of the premise/

Contract validity terms:

The Contract starts to be effective from the date of its signing and is valid during 11 months.

If the Lessee continues to use the property after the Agreement expiry date at the absence of any objections of the Lessor, the lease agreement is considered to be renewed upon the same conditions for an indefinite term.

2.3.2.

1. To define that the amount of the total insurance premium under the Agreement should not exceed 300,000 rubles.

The size of the annual insurance rate shall not exceed 0.09%.

2. To approve the contract of voluntary insurance against accidents and illnesses between JSC "Insurance Company "ZHASO" and JSC TransContainer, being a interested party transaction,

upon the following conditions:

The Parties to the Contract: JSC TransContainer (the Insurant), JSC "Insurance Company "ZHASO" (the Insurer).

Subject of the Contract:

According to a claim of the Insurant (Annex No. 2 to the present Contract), the Insurer takes over the liabilities for a protection of property interests of the Insured persons connected with a risk of damage to health and life of the Insured persons.

The Insured persons are employees of the open stock company The Centre for Transportation of Goods in Containers "TransContainer" in accordance with the List of subdivisions and the List of the Insured persons.

The number of insured persons under the contract will not exceed 2,000.

Insurance cases:

"Temporary loss of total disability of the insured person in an accident" that occurred during the period of the insurance contract (4.2.1. Regulation);

"Temporary loss of total disability of the insured person as a result of diseases referred to in paragraphs 4.2.3. Rules "(p. 4.2.3. Regulation);

"Permanent loss of total disability (disability) as a result of an accident" - the establishment of the Insured disability I, II, III group within 12 months from the date of the accident, which occurred in the period of insurance (4.2.4. Regulation);

"Permanent loss of total disability (disability) as a result of diseases referred to in p.p.4.2.3. Rules "- the establishment of the Insured disability I, II, III group within 12 months from the date of diagnosis in the period of the contract diseases referred to in para. 4.2.3. Regulations (p.4.2.5. Regulation);

"Death by accident" - the death of the insured person, which came within 12 months from the date of the accident, which occurred in the period of the insurance contract (paragraph. 4.2.9. Regulation);

"Death as a result of diseases referred to in para. 4.2.3. Rules "- the death of the insured person, which came within 12 months from the date of diagnosis in the period of the contract diseases referred to in para. 4.2.3. Regulations (p.4.2.10. Regulation)

The total insurance premium should not exceed: 300,000 rubles.

The total insured amount not to exceed 340 million rubles.

The Contract Duration: The Contract is concluded for a term of 12 months and is valid from 00 hours 00 minutes 01 September 2014 to 24 hours 00 minutes 31 August 2015.

Additional conditions:

The Insurant sends to the Insurer a written notice concluded in accordance with subclause 6.1.2 and signed by the authorized person. of the Contract, and the Insurer recalculates the insurance premium and sends to the Insurant the relevant invoice with enclosed recalculation of the insurance premium signed by the authorized person within 10 (Ten) working days from the receipt of the notice.

The insurance premium amount subject to a return is returned to the account of the Insurant within 30 (Thirty) banking days from the receipt of the written notice by the Insurant stated in the present clause of the Contract.

2.3.3.

1. To define that the subject of the additional agreement does not change a cost of the remuneration of the Agent under the Agent Contract for services about organisation of overhaul of rolling stock of JSC TransContainer dated 23.05. 2012 No 66/11-U.

2. To approve a conclusion of Additional Agreement No.1 to the Agent Contract No. 66/11-U dated 23.05.2012 for services of organisation of overhaul of rolling stock of JSC TransContainer between JSC TransContainer and JSC "Kedentransservice", being a deal of special interest upon the following conditions:

The Parties to Additional Agreement: JSC TransContainer is "the Principal",

JSC "Kedentransservice" is "the Agent".

Subject of the Additional Agreement: Addition to the Contract of the following changes:

"1. To exclude the following words of the Contract: "... For services of organisation of overhaul of rolling stock".

"2. To state the clause 1.1 of the Contract in the following edition:

1.1. The Principal entrusts and the Agent undertakes obligations to carry out the following legal and physical acts in its own name, but at the expense of the Principal: to organize a current repair of rolling stock and large capacity containers (hereinafter - Containers) of the Principal at repair facilities of any type of ownership located in the territory of the Republic of Kazakhstan (hereinafter - Depot).

The Principal coordinates a conclusion of Contracts with the Depot only after tendering procedures that are necessary in accordance with internal documents of the Principal.

3. To state the Clause 2.1 of the Contract in the following edition:

2.1. A remuneration of the Agent under the present Contract is 5 (five) per cent of the repair cost. The Agent remuneration is not charged for the cost of spare parts (wheelsets, cast parts of trucks), supply/cleaning and delivery of the rolling stock and containers to/from the repair.

4. To state the Clause 3.2 of the Contract in the following edition:

3.2. The Principal makes payment at the bank account of the Agent in the amount of planned cost of the corresponding repair type of the rolling stock and containers within 5 (five) banking days from the date of receipt by the Agent of the invoice for the prepayment providing a acceptance of the stated planned cost of the repair.

5. To state the Clause 3.3 Section 3 of the Contract in the following edition:

3.3. The repair of the rolling stock or containers can be carried out before a prepayment of the Principal provided by clause 3.3 of the present Contract.

6. To state the Clause 4.1.2 of the Contract in the following edition:

4.1.2 To conclude Contracts for the repair of rolling stock and containers owned by the Principal by the order of the Principal; set up control for implementation of current repairs of rolling stock and containers by the Principal (hereinafter - the Repair) in accordance with requirements of the regulation technical documents: "Manual for general, depot and current repair of cargo wagons" approved by the fifty-fourth Council for the railway transport of the CIS countries (Minutes No.54 of 18-19 May 2011) and other norms and technical specifications acting as of the time of the repair, and also to organize and monitor the repair of containers.

7. To state the Clause 4.1.3 of the Contract in the following edition:

4.1.3 To represent the Principal for signing within 5 calendar days after the end of the sequent month: The Act of work performed, the Delivery and receipt act of spare parts of the Principal (in the form of Annex No. 1 to this Agreement), the Act of installation of spare parts owned by the Principal (in the form of Annex No. 2 to this Agreement), the Delivery and receipt act of faulty nodes and parts during the repair of rolling stock (in the form of Annex No. 3 to this Agreement).

8. To state the Clause 4.1.4 of the Contract in the following edition:

4.1.4 To organize supply/cleaning of the rolling stock and containers owned by the Principal to/from the Depot.

9. To state the Clause 4.1.5 of the Contract in the following edition:

4.1.5 To provide a delivery of documents concerning the repair of the rolling stock and containers requested by the Principal within 5 (five) working days form the date of receipt of the Principal's request.

10. Add Clauses 4.1.9 and 4.1.10 to Section 10 of the present Contract with the following contents:

4.1.9 To organize the repair of rolling stock with use of own materials and spare parts of the Depot or materials and spare parts acquired from external companies. In the absence of required spare parts they can be provided by the Principal. In this case the Agent notifies the Principal of lack spare parts within 1 (one) calendar day from the date of delivery of rolling stock to the repair. The answer term of the Principal about made decision and supposed delivery terms of required spare parts is 1 (one) calendar day from the date of the notice receipt from the Agent. A delivery of required spare

parts is carried out by railway or automotive transport at the Principal's expense.

04.01.10. To assure an acceptance of required spare parts provided by the Principal for the rolling stock repair at the container terminal nearest to the station for a culling of the rolling stock of the Agent pre-coordinated by the Parties with signing the Delivery and receipt act of spare parts of the Principal (in the form of Annex No. 1 to this Agreement).

To assure a return of faulty nodes and parts after the repair of rolling stock at the expense of the Principal with signing the Delivery and receipt act of faulty nodes and parts after the repair of rolling stock (in the form of Annex No. 3 to this Agreement)."

Additional Agreement validity terms: The additional Agreement enters into force on the date it is signed.

2.3.4.

To defer consideration of the matter at a later date.

2.4. Date of holding the meeting of the Issuer's Board of Directors, during which the above mentioned decisions were made: **29th August 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. 2 of 1 September 2014.**

3. Signatures

3.1. Acting Director General
of JSC TransContainer based on the order
№318/K dated 14/08/11.

V.N. Drachev

(signature)

3.2. Date: 01 September 20 14

Seal