

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
<p>2. Contents of the Statement</p> <p><i>Concerning approval of transactions that are classified as related party transactions in accordance with the laws of the Russian Federation</i></p> <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. On an approval of a conclusion of the freight forwarding agreement between JSC "TransContainer" (Sverdlovsk branch) and JSC "Sverdlovsk rail machinery and repair plant "Remputmash".</i> <i>For: 10.</i> <i>Against: none.</i> <i>Abstained: 1 (Ivanov P.A.).</i></p> <p><i>2.2.2. On an approval of a conclusion of the freight forwarding agreement between JSC "TransContainer" (Sverdlovsk branch) and JSC "Kaluga plant "Remputmash" (the West-Siberian branch)</i> <i>For: 10.</i> <i>Against: none.</i> <i>Abstained: 1 (Ivanov P.A.).</i></p> <p><i>2.2.3. On approval of the conclusion of the Supplementary Agreement No.1 to the contract No. 425 of 03.06.2014 for making available by JSC "TransContainer" the fitting platforms for the use of JSC "Russian Railways" on the property right and other right for implementation by car and group shipments of special rail transportations.</i> <i>For: 10.</i> <i>Against: none.</i> <i>Abstained: 1 (Ivanov P.A.).</i></p> <p><i>2.2.4. On approval of a conclusion of the motor vehicle rental agreement with a crew between JSC "Russian Railways"(Far-Eastern direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction managing the terminal warehouse complex - branch</i></p>	

of JSC Russian Railways) and JSC "TransContainer" (Far-Eastern branch).

For: 7

Against: 2 (Panchenko A.A., Vinokurov A.S.)

Abstained: 2 (Ivanov P.A., Shitkina I.S.).

2.2.5. On an approval of the Contract on spare parts supply between JSC "TransLom" and JSC "TransContainer" (Moscow branch).

For: 8.

Against: 2 (Vinokurov A.S., Panchenko A.A.)

Abstained: 1 (Ivanov P.A.).

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

2.3.1.

1. To establish that the cost of freight forwarding services provided by JSC TransContainer shall be determined on the basis of the valid at the time of service provision List and cost of freight forwarding services, approved by JSC TransContainer.

2. To approve the freight forwarding contract between JSC TransContainer (Sverdlovsk branch) and JSC Sverdlovsk PRMZ Remputmash, which is deemed to be a transaction of interest due to the following conditions:

Parties to the Contract: JSC TransContainer (Sverdlovsk branch) - TransContainer and JSC Sverdlovsk PRMZ Remputmash – Customer.

Subject matter of the Contract:

JSC TransContainer undertakes for remuneration and at the expense of the Customer to perform and/or arrange the fulfilment of the specified in the Customer's Order freight forwarding services associated with the transportation of goods by rail, sea and/or road transport, and also to perform other freight forwarding services for the transportation of domestic, imported, exported and transit goods. The list and the amount of services required by the Customer shall be determined by the Customer in the Order Form. The Order Form is Annex No. 1 to the freight forwarding Contract.

Contract Price: is calculated from the cost of actually rendered to the Customer freight forwarding services in the course of execution in accordance with the list and the cost of freight forwarding services, approved by JSC TransContainer.

Validity Term of the Contract: The Contract shall enter into force from the date of signature by the Parties and shall be valid up to and including 31.12.2014.

If neither Party has announced in writing its intention to terminate the Contract upon thirty days prior to its expiration, this Contract shall be deemed to be extended for each subsequent calendar year.

2.3.2.

1. To establish that the cost of freight forwarding services provided by JSC TransContainer shall be determined on the basis of the valid at the time of service provision List and cost of freight forwarding services, approved by JSC TransContainer.

2. To approve the freight forwarding contract between JSC TransContainer (Sverdlovsk branch) and OAO Kaluga plant Remputmash (West-Siberian Branch), which is deemed to be an interested-party transaction due the following conditions:

Parties to the Contract: Parties to the contract: JSC TransContainer (Sverdlovsk branch) – TransContainer, JSC Kaluga plant Remputmash (West Siberian Branch) - Customer.

Subject matter of the Contract:

JSC TransContainer undertakes for remuneration and at the expense of the Customer to perform and/or arrange the fulfilment of the specified in the Customer's Order freight forwarding services associated with the transportation of goods by rail, sea and/or road transport, and also to perform other freight forwarding services for the transportation of domestic, imported, exported and

transit goods. The list and the amount of services required by the Customer shall be determined by the Customer in the Order Form. The Order Form is Annex No. 1 to the freight forwarding Contract.

Contract Price: is calculated from the cost of actually rendered to the Customer freight forwarding services in the course of execution in accordance with the list and the cost of freight forwarding services, approved by JSC TransContainer.

Validity Term of the Contract: The Contract shall enter into force from the date of signature by the Parties and is valid up to and including 31.12.2014.

If neither Party has announced in writing its intention to terminate the Contract upon thirty days prior to its expiration, this Contract shall be deemed to be extended for each subsequent calendar year.

2.3.3.

1. To determine that the subject matter of Supplementary Agreement No. 1 does not change the rental rate for the use of fitting platforms owned by JSC TransContainer on the right of ownership and on the right of ownership of another entity, established by Contract No. 425 dated 03.06.2014.

2. To approve Supplementary Agreement No. 1 to Contract No. 425 dated 03.06.2014 on the provision by JSC TransContainer to JSC RZhD of flatcars owned by JSC TransContainer on the right of ownership and on the right of ownership of another entity, for the performance of special railway shipments (carload freight and full freight), which is deemed to be a transaction of interest due to the following conditions:

Parties to the Supplementary Agreement: JSC RZhD and JSC TransContainer

Subject matter of the Supplementary Agreement:

1. In Section 1 "Subject matter of the Contract" the words "40-foot flatcars and 60-foot flatcars" shall be replaced with "flatcars with length of coupling pins not exceeding 19.62 m."

2. The first paragraph of clause 2.1 of the Contract shall be expanded with word "... indicating ..." after words "transportation for a month", with no further alterations.

3. Paragraph one of sub-clause 2.4.2 of the Contract shall be restated to read as follows:

"2.4.2 If an empty car of TransContainer is available at cargo loading station, then the date, specified in 'Arriving at the station of destination' line of an additional waybill filled in for automated formation of reporting forms in AS ETRAN Automated System (for intra-station transportation without freight charges) is considered as the date of a car submission for use by TransContainer.

When filling in an additional waybill, it is necessary to indicate: In 'Consignor' line - RZhD; in 'Cargo Description' line, under the cargo description and its code - wording 'Car supply under Contract No. 425'.

4. Sub-clauses 2.5.2 and 2.5.3 of the Contract shall be restated to read as follows:

"2.5.2. If it is necessary for TransContainer to use an empty car at the station of cargo destination, then the date, specified in 'Arriving at the station of destination' line of an additional waybill filled in by RZhD for automated formation of reporting forms in AS ETRAN Automated System (for intra-station transportation without freight charges) is considered as the date of a car return. At that in 'Consignor' line there shall be indicated 'RZhD' and in 'Cargo Description' line - 'Car return under Contract No. 425'.

2.5.3. If the place of cargo unloading is one of return stations, agreed by the Parties, then the Date of return is defined in the manner, set out in sub-clause 2.5.2 of this Contract".

5. Paragraphs 1, 2 and 3 of clause 3.3 of the Contract shall be restated to read as follows:

"3.3. In case of loss of a car due to any damages beyond recovery through the fault of RZhD, JSC Atomspetstrans or other organizations authorized to perform special rail transportation, TransContainer (under received VU-25 Certificate) directs an Act on Termination of Carriage Usage, drawn up according to the form of Appendix No.10 hereto, as well as the bill for payment less the value of useful residues (scrap, cast parts, wheel sets, etc.) to RZhD.

At that the value of cars lost due to damages beyond recovery, as well as the value of useful residues (scrap, cast parts, wheel sets, etc.) shall be estimated according to their fair market value, defined in accordance with Federal Law dated 29.07.1998 No. 135-FZ 'On Appraisal Activity of the Russian Federation'.

Reimbursement of the value of lost cars, less the value of useful residues (scrap, cast parts, wheel sets, etc.) shall be performed within 30 (Thirty) calendar days from the receipt of the bill of TransContainer by RZhD".

6. Clause 10 of the Contract shall be restated to read as follows:

"10. This Contract shall enter into force from the date of its signature and shall apply to the relations between the parties, arising from September 9, 2013 and shall continue until October 31, 2014 (inclusive), or, to the extent of settlements, until the parties completely fulfil their obligations hereunder".

Term of the Addendum: Supplementary Agreement shall enter into force on the date of its signature by the Parties subject to its approval by the governing bodies of JSC TransContainer. Conditions of the Contract, considering this Supplementary Agreement, shall apply to relations between the parties starting from June 30, 2014

2.3.4.

1. To define that the cost of the rent is defined by rates which are agreed by the parties in the annexes to the Contract.

2. To approve the conclusion of the motor vehicle rental agreement with a crew between JSC "Russian Railways" (represented by Far-Eastern direction acting in operating of terminal warehouse complex) and JSC "TransContainer" (represented by Far-Eastern branch), being the transaction of special interest on the following terms:

The Parties to the Agreement: JSC "TransContainer" (Far-Eastern branch) - "the Lessee", JSC "Russian Railways" (Far-Eastern direction acting in operating of terminal warehouse complex) - "the Lessor".

The Subject of the Agreement: The Lessee shall provide at a charge for temporary possession and use a vehicle to the Lessor in Vladivostok and renders services for management of vehicles and their maintenance and associated services to the Lessor by its own forces.

The list of the leased motor vehicles and the main characteristics agreed by the parties in the annex, which is an integral part of the agreement (Annex № 1 to the Minutes of the Board of Directors).

The Contract price includes the cost of rents agreed in the annexes to the Agreement.

The Agreement Duration: The Agreement starts to be effective from the date of its signing by both Parties and is valid up to 31 December 2016.

Other Terms and Conditions:

The Agreement may be terminated by one Party unilaterally provided the written notice of the other Party not later than 30 (thirty) calendar days before the date of termination.

A change of rental rates is carried out by giving a notice sending to the Lessee no later than 30 (thirty) working days prior to their implementation. The agreement on changed rates shall be deemed accepted on the basis of signing by Parties of new annex to the Agreement no later than 10 working days prior to their effect.

Rent increase is possible not earlier than 6 (six) months from the date of a conclusion of the Agreement and not more frequently than once a year; the rent cannot be increased by more than 10% (ten percent) per year of the primarily agreed rent.

2.3.5.

1. Define that the Price of the Contract will be of 10,740,000.00 roubles. (Ten million seven hundred forty thousand roubles and 00 kopecks), excluding VAT.

2. Approve the Contract for Spare Parts Supply for a freight car in 2014 between LLC TransLom and JSC TransContainer (Moscow Branch), which is a deal of interest, as follows:

Parties to the Contract: *LLC TransLom is the Supplier and JSC TransContainer (Moscow Branch) is the Buyer.*

Subject of the Contract:

The Supplier undertakes to deliver, and the Buyer shall accept and pay for spare parts for a freight car in accordance with the list specified in the Specifications (Appendix No.1 to this Minutes).

Price of the Contract:

The Unit Price is specified in the Specifications (Appendix No.1 to this Minutes).

Total Price of the Contract amounts to 10,740,000.00 roubles. (Ten million seven hundred forty thousand roubles and 00 kopecks), excluding VAT (18%).

Place of Delivery: *Railway station in Lyublino-Sortirovochnoe of Moscow railway.*

The Contract provides for the right to the Parties to coordinate other Places of Delivery.

Form and Terms of Payment: *The payment for Spare Parts is to be performed under the bill, presented by the Supplier, within 30 (Thirty) calendar days after the signing of the corresponding Act of Goods Transfer and Acceptance and unified TORG-12 Consignment Note, as well as after the provision of all required documents by the Supplier. The payment is to be performed by transfer of funds to the account of the Supplier.*

Term of the Contract:

The Contract shall come into force on the date of its signature by both Parties and shall remain valid until December 31, 2014.

Other Material Terms and Conditions of the Contract:

The Buyer has the right to unilaterally terminate this Contract, sending written notification to the Supplier, within 20 (Twenty) calendar days prior to the intended date of termination.

2.4. Date of holding the meeting of the Issuer's Board of Directors, during which the above mentioned decisions were made: *15th October 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. 4 of 17th October 2014.*

3. Signatures

3.1. Director General
of JSC TransContainer

(signature)

P. V. Baskakov

3.2. Date: 17 October 20 14

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