

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>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 the 2014 conclusion of agreements on the provision of bank guarantees for the Transport Service Centre – the branch of the OJSC Russian Railways (RZD). For: 11. Against: none. Abstained: none.</i></p> <p><i>2.2.2. On the approval to conclude an agreement on advertising service provision between the OJSC TransContainer and the OJSC Gudok Publishing House. For: 11. Against: none. Abstained: none.</i></p> <p><i>2.2.3. On the approval for the Supplement Agreement to the Rental Agreement No. NKPYu-10/51 dated 04.06.2010 (Irkutsk region, Irkutsk, Batareynaya Station) between the OJSC TransContainer (East Siberian Branch) and the OJSC Russian Railways (RZD) (East Siberian Territorial Transport Service Centre – a structural subdivision of the TSC – the branch of the OJSC Russian Railways (RZD)). For: 11. Against: none. Abstained: none.</i></p> <p><i>2.2.4. On the approval to conclude the Supplement Agreement to the Rental Agreement No. TsRIA/4/A/0711010000/07/03252 dated 27.12.2007 (Voronezh, pereulok Otlichnikov 2) between the OJSC TransContainer (South Eastern branch) and the OJSC Russian Railways (RZD) (South</i></p>	

Eastern Directorate for Management terminal and Warehouse Complex – the Central Directorate for Management of Terminal and Warehouse Network – branch of the OJSC Russian Railways (RZD)).

For: 11.

Against: none.

Abstained: none.

2.2.5. To approve the Supplement Agreement to the Rental Agreement of the OJSC Russian Railways (RZD) No. TsRIA/4/A/0511010000/07/ 004013 (DMYu/218-A) dated 10.10.2007 (Kostroma region., Kostroma, 120a Galichskaya str.) between the OJSC TransContainer (Northern branch) and the OJSC Russian Railways (RZD) (Northern Directorate for Management of Terminal and Warehouse Complex in the Central Directorate for Management of Terminal and Warehouse Network – a branch of the OJSC Russian Railways (RZD)).

For: 11.

Against: none.

Abstained: none.

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

2.3.1.

1. Define that the amount for which the bank guarantee is provided shall not exceed RUB 500 mln.

2. Approve entering into the bank guarantee transaction, which is a related party transaction, on the following terms and conditions.

Parties: Guarantor – VTB Bank; Principal – TransContainer; and Beneficiary – Center of Corporate Transport Services, a branch of RZD.

Subject matter: issuing/providing the bank guarantee.

Term of the bank guarantees: The term of the bank guarantee shall be up to three (3) months from the date of issue.

Security: unsecured.

Fee of the Guarantor for providing the bank guarantee: maximum 1.5% of the guarantee amount per annum.

The guarantees shall secure obligations of TransContainer to the Center of Corporate Transport Services to pay for cargo carriage.

2.3.2.

To approve the conclusion of the agreement on the advertising service provision between the OJSC TransContainer and the OJSC Gudok Publishing House, the agreement being an interested party transaction, on the following terms:

Parties to the Agreement: the OJSC Gudok Publishing House shall be referred to the Contractor and the OJSC TransContainer shall be referred to as the Customer.

Subject matter of the agreement: The Customer orders and shall pay, and the Contractor shall assume obligations provide services regarding the placement of advertising and information materials in the "Gudok" daily transport newspaper.

Agreement Price: 549,686 (five hundred forty-nine thousand six hundred eighty-six) roubles 50 kopecks, including 18% VAT – 83,850 (eighty-three thousand eight hundred fifty) roubles 49 kopecks.

Validity of the Agreement: This Agreement shall take effect from the date it is signed by the Parties and shall remain effective until complete fulfilment of all the Parties' obligations.

2.3.3.

To approve the conclusion of the Supplement Agreement to the Rental Agreement No. NKPYu-10/51 dated 04.06.2010 (Irkutsk region, Irkutsk, Batareynaya Station) between the OJSC TransContainer

(East Siberian Branch) and the OJSC Russian Railways (RZD), the Agreement being an interested party transaction, on the following terms:

Parties to the Supplement Agreement: the OJSC Russian Railways (RZD) (East Siberian Territorial Transport Service Centre – a TSC structural subdivision – the branch of the OJSC Russian Railways (RZD)) shall be referred to as the Lessee and the OJSC TransContainer (East Siberian branch) shall be referred to as the Lessor.

Subject matter of the Supplement Agreement:

1. The Clause 1.1. of the Agreement shall be revised as follows:

“1.1. The Lessor shall transfer and the Lessee shall accept for lease for temporary possession and use for consideration the real estate possessing the main characteristics, specified in Appendix No. 4 hereto being its integral part, having an address at: Irkutsk region, Irkutsk, Batareynaya Station and including: non-residential premises No. 30 with the total area of 48.2 sq.m., located on the first floor of the residential maintenance building (hereinafter referred to as the ‘Real Estate’).”

Certificate of State Registration of Title of the OJSC TransContainer of 28.02.2007 38-AG No. 577651, registration record of 28.02.2007 No. 38-38-01/017/2007-230.

2. The Clause 1.1.1 of the Agreement shall be revised as follows:

“1.1.1. The area of the Real Estate transferred for temporary use shall amount to 48.2 sq.m.”

3. The Clause 3.3.3. of the Agreement shall be supplemented with the following paragraph:

“Adhere to the requirements of the laws of the Russian Federation on the transport safety of the transport infrastructure objects and means of transport”.

4. The Clause 5.1. of the Agreement shall be revised as follows:

“5.1. According to the approval proceedings of the contacted price (Appendix No. 7) to the Agreement, the monthly rent with the value-added tax, is regarded as equal to 44,611 (forty-four thousand six hundred eleven) roubles 51 kopecks per month, 18% VAT included – 6,805 (six thousand eight hundred five) roubles 15 kopecks, with consideration of utility services, building security services, amortization deductions, taxes, and operating costs.

The annual rent payment under the Agreement shall be 535,338 roubles. 12 kopecks, VAT included.”

Amount of rental payment under the Agreement:

The monthly rent payment with the value-added tax shall be regarded as equal to 44,611 roubles 51 kopecks including utility services, building security services, amortization deductions, and operating costs.

Validity of the Supplement Agreement: The Supplement Agreement shall take effect as of the date of its conclusion by the Parties and shall be valid during the term of the Agreement.

2.3.4.

To approve the conclusion of the Supplement Agreement to the Rental Agreement No. TsRIA/4/A/0711010000/07/03252 dated 27.12.2007 (Voronezh, pereulok Otlichnikov 2) between the OJSC TransContainer (South Eastern branch) and the OJSC Russian Railways (RZD) as being an interested party transaction, on the following terms:

Parties to the Supplement Agreement: the OJSC Russian Railways (RZD) (South Eastern Directorate for Management Terminal and Warehouse Complex – Central Directorate for Management of Terminal and Warehouse Network, a branch of the OJSC Russian Railways (RZD)) shall be referred to as the Lessee and the OJSC TransContainer (South Eastern branch) shall be referred to as the Lessor.

Subject matter of the Supplement Agreement:

“1.1. The Lessor shall transfer and the Lessee shall accept for lease (for temporary possession and use for consideration) the real estate specified in Appendix No. 1 hereto – non-residential premises, with the total area of 164.3 sq.m., located on the ground floor of the residential maintenance building at the address: Voronezh, pereulok Otlichnikov 2 (hereinafter referred to as the ‘Real Estate’).”

1.2. To revise the Paragraph 2 of the Clause 5.1 of the Agreement as follows:

“In accordance with the Agreement between the Parties on the amount of the annual rental payment for temporary use of the real estate (Appendix No. 2 to the Agreement), the annual rent shall be regarded as equal to 817,132 (eight hundred seventeen thousand one hundred thirty-two) roubles 44 kopecks, 18% VAT included, – 124,647 (one hundred twenty-four thousand six hundred forty-seven) roubles 36 kopecks.”

Amount of rental payment under the Agreement:

The monthly rental payment with the value-added tax shall be set at 68,094 roubles 37 kopecks, VAT included.

Validity of the Supplement Agreement: The Supplement Agreement shall take effect as of the date of its conclusion by the Parties and shall be valid during the term of the Agreement.

2.3.5.

To approve the Supplement Agreement to the Rental Agreement of the OJSC Russian Railways (RZD) No. TsRIA/4/A/0511010000/07/ 004013 (DMYu/218-A) dated 10.10.2007 (Kostroma region., Kostroma, 120a Galichskaya str.) between the OJSC TransContainer (Northern branch) and OJSC Russian Railways (RZD) as being an interested party transaction, on the following terms:

Parties to the Supplement Agreement: the OJSC Russian Railways (RZD) (Northern Directorate for Management of Terminal and Warehouse Complex in the Central Directorate for Management of Terminal and Warehouse Network – a branch of the OJSC Russian Railways (RZD)) shall be referred to as the Lessor and the OJSC TransContainer (Northern Branch) shall be referred to as the Lessee.

Subject matter of the Supplement Agreement:

1. Due to the application of the electronic system of agreements records by the OJSC Russian Railways (RZD), to accept the following name and number of the agreement: Rental Agreement of the OJSC Russian Railways (RZD) No. TsRIA/4/A/0511010000/07/ 004013 (DMYu/218-A) dated 10.10.2007 (hereinafter referred to as the “Agreement”).

2. In accordance with Cl. 9.1 of the Agreement, the Parties agreed to amend the Agreement as follows:

1.1. The Clause 1.1. of the Agreement shall be revised as follows:

“1.1. The Lessor shall transfer and the Lessee shall accept for lease (for temporary possession and use for consideration) the real estate, specified in Appendix 1 hereto being its integral part, having an address at Kostroma region, Kostroma, 120a Galichskaya str., with the total area of 22.85 sq.m., and including: non-residential premises No. 17, 18, a part of premises No. 14 of 1.45 sq.m. located in the first floor of the residential maintenance building of the container site at the Kostroma-Novaya Station for use as an office (Certificate of State Registration of Title No. 44-AA № 231179 dated 10.02.2004.) (hereinafter referred to as the ‘Real Estate’).”

1.2. The Clause 5.1 of the Agreement shall be revised as follows:

“5.1. In accordance with the calculation, the rental payment with the value-added tax shall be regarded as equal to 7,116 (seven thousand one hundred sixteen) roubles 34 kopecks per month, 18% VAT included in the amount of 1,085 (one thousand eighty-five) roubles 54 kopecks.”

1.3. The Clause 8.2 of the Agreement shall be revised as follows:

“8.2. Any disputes related to the conclusion, execution, amendment, termination, and cancellation of the Agreement shall be resolved by the Permanent court of arbitration in the “Association of Professional Legal Assistance” ZAO under the regulations and Provisions of the Permanent court of arbitration. The location of the Permanent court of arbitration of the “Association of Professional Legal Assistance” ZAO: office 147, 4/10 Stepana Supruna Str., Moscow, 125167, tel.: 613-87-23, 613-61-27.

Amount of rental payment under the Agreement:

The monthly rental payment with the value-added tax shall be regarded as equal to 7,116 (seven thousand one hundred sixteen) roubles 34 kopecks, 18% VAT included in the amount of 1,085 (one thousand eighty-five) roubles 54 kopecks.”

Validity of the Supplement Agreement: The Supplement Agreement shall take effect as of the date of

the conclusion by the Parties. The Supplement Agreement shall apply to the Parties' relations arising as of December 31, 2013.

2.4. Date of holding the meeting of the Issuer's Board of Directors, during which the above mentioned decisions were made: **17 January 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. 7 of 20 January 2014.**

3. Signatures

3.1. Director General
of JSC TransContainer

P. V. Baskakov

(signature)

3.2. Date: 20 January 20 14

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