

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. On approval of the Bank Guarantee Master Agreement between JSC TransContainer and VTB Bank.</i></p> <p><i>For: 5.</i></p> <p><i>Against: none.</i></p> <p><i>Abstained: Davydov A.Y., Shitkina I.S., Ilichev P.D., Kostenetc I.A., Novozhilov Y.V. did not vote for this draft decision..</i></p> <p><i>2.2.2. On approval of the entering into a contract of lease of real property (building/part of building) owned by JSC RZD (Tyumen Region, Khanty-Mansi Autonomous Area, Surgut, Surgut station, 696th km, ul. Privokzalnaya) between JSC TransContainer (Sverdlovsk Branch) and JSC RZD (Sverdlovsk Division for Management of Terminal and Warehouse Facilities, a business unit of the Central Directorate for Management of Terminal and Warehouse Facilities, a branch of JSC RZD).</i></p> <p><i>For: 10.</i></p> <p><i>Against: none.</i></p> <p><i>Abstained: none.</i></p> <p><i>2.2.3. On approval of the entering into Supplementary Agreement No. 2 to Contract of lease of real property No. 67-NKP of March 12, 2013 (Stavropol Territory, Pyatigorsk, shosse Kislovodskoye, 19, lit. 1) between JSC RZD (North Caucasian Regional Center of Corporate Transport Services, a business unit of the Center of Corporate Transport Services, a branch JSC RZD) and JSC TransContainer (North Caucasian Branch).</i></p> <p><i>For: 10.</i></p> <p><i>Against: none.</i></p> <p><i>Abstained: none.</i></p>	

2.2.4. On approval of the entering into Supplementary Agreement No. 3 to Contract of lease of real property No. 467-NKP of November 01, 2011 (Rostov-on-Don, Proletarskiy district, per. Energetikov, 3-5a/378/90, lit. 1) between JSC RZD (North Caucasian Regional Center of Corporate Transport Services, a business unit of the Center of Corporate Transport Services, branch JSC RZD) and JSC TransContainer (North Caucasian Branch).

For: 10.

Against: none.

Abstained: none.

2.2.5. On approval of he entering into a contract for international and long-distance telecommunication services between JSC TransContainer (Privolzhsk Branch) and Transtelecom.

For: 8.

Against: none.

Abstained: none.

When counting votes on this issue were not considered voice Davydov A.Y. and Shitkina I.S., as they are persons who are interested in this transaction.

2.2.6. On approval of a contract for telecommunication services between JSC TransContainer (Privolzhsk Branch) and Volgatranstelecom.

For: 10.

Against: none.

Abstained: none.

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

2.3.1.

The entering into the Bank Guarantee Master Agreement between JSC TransContainer and VTB Bank shall be approved as a related-party transaction on the following terms and conditions:

Parties to the Master Agreement: JSC TransContainer as the Principal, and VTB Bank as the Guarantor.

Subject-matter of the Master Agreement:

The Master Agreement shall govern legal relations between the Parties in terms of issue/amendment of Guarantees and reimbursement of amounts paid by the Guarantor under a Guarantee in the event the Guarantor accepts the Principal's offers, and the performance of obligations related to the issuance of Guarantees pursuant to the Master Agreement and the applicable law of the Russian Federation.

With due account for the Primary obligation the Guarantor shall consider the Principal's Offers and issue/amend Guarantees in the manner and on terms specified in the Master Agreement, and the Principal undertakes to reimburse, on a recourse basis, any amounts paid to the Beneficiary under the Guarantees, pay the fee for the issuance of Guarantees and perform other obligations specified by the Master Agreement.

Term of the Master Agreement:

The Master Agreement shall become effective on the signature date and remain valid until the Parties have fully and duly performed their obligations under the Master Agreement.

Other material terms of the Master Agreement:

As of the date of the Master Agreement the guarantee issue limit set by VTB Bank shall be RUB800,000,000 (eight hundred million rubles).

The commission fee shall not exceed 1% (one percent) per annum of the Guarantee amount, with the minimum of USD100.00 (one hundred) for each Commission period.

2.3.2.

The entering into the Contract of lease of real property (building/part of building) owned by JSC RZD (Tyumen Region, Khanty-Mansi Autonomous Area, Surgut, Surgut station, 696th km, ul. Privokzalnaya) between JSC TransContainer (Sverdlovsk Branch) and JSC RZD (Sverdlovsk Division for Management of Terminal and Warehouse Facilities, a business unit of the Central Directorate for Management of Terminal and Warehouse Facilities, a branch of JSC RZD) shall be approved as a related-party transaction on the following terms and conditions:

Parties to the Contract: JSC RZD (Sverdlovsk Division for Management of Terminal and Warehouse Facilities, a business unit of the Central Directorate for Management of Terminal and Warehouse Facilities, a branch of JSC RZD) as the Lessor and JSC TransContainer (Sverdlovsk Branch) as the Lessee.

Subject-Matter of the Contract: Lease of non-residential premises No.1 of 12.3 square meters owned by JSC RZD and located at Tyumen Region, Khanty-Mansi Autonomous Area, Surgut, Surgut station, 696th km, ul. Privokzalnaya, 2nd floor of the administration building of the freight yard for 50 gr. (hereinafter, the Real Property).

The Real Property shall be used by the Lessee to accommodate its employees.

Price of the Contract: Annual lease payment under the Contract shall be RUB108,332 (one hundred eight thousand three hundred thirty-two rubles) 50 kopecks, inclusive of VAT at 18%.

Term of the Contract: The Contract shall be effective as from the date of execution during 11 months.

Other Material Terms of the Contract: If the Lessee continues to use the property after the expiry date of the Contract and the Lessor does not object thereto, the Contract shall be deemed renewed on the same terms and conditions for a perpetual period.

2.3.3.

The entering into Supplementary Agreement No. 2 to Contract of lease of real property No. 67-NKP of March 12, 2013 (Stavropol Territory, Pyatigorsk, shosse Kislovodskoye, 19, lit. 1) between JSC TransContainer (North Caucasian Branch) and JSC RZD (North Caucasian Regional Center of Corporate Transport Services, a business unit of the Center of Corporate Transport Services, a branch JSC RZD) shall be approved as a related-party transaction on the following terms and conditions:

Parties to the Supplementary Agreement: JSC RZD (North Caucasian Regional Center of Corporate Transport Services, a business unit of the Center of Corporate Transport Services, a branch JSC RZD) as the Lessee and JSC TransContainer (North Caucasian Branch) as the Lessor.

Subject-Matter of the Supplementary Agreement:

Paragraph 3.1 of the Contract shall be supplemented with subparagraphs 3.1.8, 3.1.9 to read as follows:

“3.1.8. The Lessor shall issue to the Lessee invoices and work-done reports for January-November of the accounting year up to and including the 5th day of the next month. If such day is a non-business day, the last day of the period shall be understood as the immediately following business day.

3.1.9. Invoices and work-done reports for December of the then current year shall be issued within the first three business days of the next year”.

Paragraph 3.3.4 of the Contract shall be supplemented with a subparagraph to read as follows:

“Observe requirements of the law of the Russian Federation governing security of transport infrastructure facilities and transport vehicles.”

Paragraph 5.2 of the Contract shall be supplemented with a subparagraph to read as follows:

“The Lessor shall on a monthly basis issue and deliver to the Lessee a tax invoice made pursuant to the requirements of the tax law of the Russian Federation and two copies of a work-done report by the date specified in par. 3.1.8 and 3.1.9 hereof. The Lessee shall sign and return one copy of the work-done report to the Lessor within 7 (seven) business days.”

Term of the Supplementary Agreement:

The Supplementary Agreement shall become effective on the date when signed by the Parties and

shall be an integral part of the Contract. Terms of the Supplementary Agreement shall apply to the relationship between the Parties existing as from December 01, 2013.

2.3.4.

Approve the entering into Supplementary Agreement No. 3 of Contract of lease of real property No. 467-NKP of November 01, 2011 (Rostov-on-Don, Proletarskiy district, per. Energetikov, 3-5a/378/90, lit. 1) between JSC TransContainer (North Caucasian Branch) and JSC RZD (North Caucasian Regional Center of Corporate Transport Services, a business unit of the Center of Corporate Transport Services, a branch of JSC RZD) as a related-party transaction on the following terms and conditions:

Parties to the Supplementary Agreement: JSC RZD (North Caucasian Regional Center of Corporate Transport Services, a business unit of the Center of Corporate Transport Services, a branch of JSC RZD) as the Lessee and JSC TransContainer (North Caucasian Branch) as the Lessor.

Subject-Matter of the Supplementary Agreement:

1. Paragraph 3.1 of the Contract shall be supplemented with subparagraphs 3.1.8, 3.1.9 to read as follows:

“3.1.8. The Lessor shall issue to the Lessee invoices and work-done reports for January-November of the accounting year up to and including the 5th day of the next month. If such day is a non-business day, the last day of the period shall be understood as the immediately following business day.

3.1.9. Invoices and work-done reports for December of the then current year shall be issued within the first three business days of the next year.”

2. Paragraph 3.3.4 of the Contract shall be supplemented with a paragraph to read as follows:

“Observe requirements of the law of the Russian Federation governing security of transport infrastructure facilities and transport vehicles.”

Paragraph 5.2 of the Contract shall be supplemented with a paragraph to read as follows:

“The Lessor shall on a monthly basis issue and deliver to the Lessee a tax invoice made pursuant to the requirements of the tax law of the Russian Federation and two copies of a work-done report by the date specified in par. 3.1.8 and 3.1.9 hereof. The Lessee shall sign and return one copy of the work-done report to the Lessor within 7 (seven) business days.”

Term of the Supplementary Agreement:

The Supplementary Agreement shall become effective on the date when signed by the Parties and shall be an integral part of the Contract. Terms of the Supplementary Agreement shall apply to the relationship between the Parties existing as from December 01, 2013.

2.3.5.

The entering into the Contract for international and long-distance telecommunication services between JSC TransContainer (Privolzhsk Branch) and Transtelecom shall be approved as related-party transaction on the following terms and conditions:

Parties to the Contract: JSC TransContainer (Privolzhsk Branch) as the User, and Transtelecom (Transtelecom).

Subject-Matter of the Contract: Pursuant to the effective licenses and the terms of the Contract Transtelecom shall provide to the User, and the User shall accept and pay for international and long-distance telecommunication services (hereinafter, the Services). Description, manner and terms of the Service provision are specified in relevant Annexes to the Contract.

Price of the Contract: The international and long-distance telecommunication services shall be charged on the basis of Transtelecom’s tariffs.

Term of the Contract: The Contract shall be effective from the date when signed by the Parties for a perpetual term.

2.3.6.

The entering into the Contract for telecommunication services between JSC TransContainer (Privolzhsk Branch) and Volgatranstelecom shall be approved as a related-party transaction on the following terms and conditions:

Parties to the Contract: JSC TransContainer (Privolzhsk Branch) as the Subscriber, and Volgatranstelecom as the Operator.

Subject-Matter of the Contract: The Operator shall provide, and the Subscriber shall accept and pay for telecommunication services (hereinafter, the Services or Telecommunication Services) as per the Contract provisions. Orders and Annexes shall be an integral part of the Contract.

Price of the Contract: Telecommunication services shall be charged on the basis of Volgatranstelecom's tariffs agreed by the Parties in the Order. Cost of service includes:

- access to local telephone network with 3 subscriber lines: one-off payment of RUB6,000 less VAT.*
- local connections (ABC) and (DEF): RUB1.5 per minute less VAT.*
- subscriber fee for a subscriber line and unlimited number of local telephone connections with 3 subscriber lines: RUB1,230 per month less VAT.*
- category 1 number: one-off payment of RUB10,000 less VAT.*

Term of the Contract: The Contract shall be effective from the date when signed by the Parties for a perpetual term.

2.4. Date of holding the meeting of the Issuer's Board of Directors, during which the above mentioned decisions were made: **19 February 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. 8 of 20 February 2014.**

3. Signatures

3.1. Director General
of JSC TransContainer

(signature)

P. V. Baskakov

3.2. Date: 20 February 20 14

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