

Statement of Material Fact
Specific decisions passed 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>Russian Federation, 107228, Moscow, Novoryazanskaya Street, 12</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>Approval of interested-party transactions</i> | |
| <p>2.1. Quorum of the meeting of the issuer's Board of Directors: <i>10 of 11 members of the Directors Board of JSC "TransContainer" took part in the meeting. Pursuant to Articles 68 and 83 of the Federal Law of Joint-Stock Companies, there was a quorum and the meeting of the issuer's Board of Directors was legally qualified.</i></p> <p>2.2. Issues put to a vote and voting results:</p> <p><i>2.2.1. On approval of real estate lease agreement conclusion (19, Kislovodskoe shosse, Pyatigorsk, Stavropol Krai) between JSCo "RZD" (North Caucasus Territorial Center for Corporate Transport Service – structural subdivision of the Center for Corporate Transport Service of JSCo "RZD" Branch) and JSC «TransContainer» (North Caucasus Branch).</i></p> <p><i>Voting results:</i> <i>For: 10;</i> <i>Against: none;</i> <i>Abstained: none.</i></p> <p><i>2.2.2. On approval of the Real Estate Lease Agreement conclusion (19, Kislovodskoe shosse, Skachki station, Pyatigorsk, Stavropol Krai) between JSC «TransContainer» (North Caucasus Branch) and JSCo "RZD" (North Caucasus Directorate for Traffic Control – structural subdivision of the Central Directorate for Traffic Control of JSCo "RZD").</i></p> <p><i>Voting results:</i> <i>For:10;</i> <i>Against: none;</i> <i>Abstained: none.</i></p> <p><i>2.2.3. On approval of conclusion of additional agreement No. 3 to Contract No. 100-2006-010-12 of Non-state Pension Benefits dated August 01, 2006 between JSC «TransContainer» and Non-profit Organization Non-state Pension Fund BLAGOSOSTOYANIE.</i></p> <p><i>Voting results:</i> <i>For:9;</i></p> | |

Against: none;

Abstained: none.

When counting votes as regards the item vote of the member of the Board of Directors, Y. V. Novozhilov, was not taken into account as he is a person interested in settlement of this transaction (Y.V. Novozhilov is a member of the Council of Non-profit Organization Non-state Pension Fund BLAGOSOSTOYANIE).

2.2.4. On approval of conclusion of additional agreement to the Lease Agreement No. 38/2-A of November 8, 2011 concluded by and between JSC «TransContainer» and JSC Kedentransservice.

For:9;

Against: none;

Abstained: none.

When counting votes as regards the item vote of the member of the Board of Directors, P. V. Baskakov, was not taken into account as he is a person interested in settlement of this transaction (P. V. Baskakov is a member of the Board of Directors JSC Kedentransservice).

2.2.5. On approval of the conclusion of a freight car wheel set sale agreement between JSC «TransContainer» and Open Joint-Stock Company Vagonnaya Remontnaya Kompaniya–1.

For:9;

Against: none;

Abstained: none.

When counting votes as regards the item vote of the member of the Board of Directors, A.Y. Davydov, was not taken into account as he is a person interested in settlement of this transaction (A.Y. Davydov is a member of the Board of Directors OJS Company Vagonnaya Remontnaya Kompaniya–1).

2.2.6. On approval of the conclusion of a freight car wheel set sale agreement between JSC «TransContainer» and Open Joint-Stock Company Vagonnaya Remontnaya Kompaniya–2.

For:10;

Against: none;

Abstained: none.

2.2.7. On approval of the conclusion of a freight car wheel set sale agreement between JSC «TransContainer» and Open Joint-Stock Company Vagonnaya Remontnaya Kompaniya–3.

For:10;

Against: none;

Abstained: none.

2.2.8. On approval of an agreement for admission of securities to trading in the course of placement with CJSC «MICEX Stock Exchange» concluded between JSC «TransContainer» and CJSC «MICEX Stock Exchange».

For:10;

Against: none;

Abstained: none.

2.2.9. On approval of the conclusion of an agreement for carrying out expert examination of

securities between JSC «TransContainer» and CJSC «MICEX Stock Exchange».

For:10;

Against: none;

Abstained: none.

2.2.10. On approval of the conclusion of an agreement on inclusion and maintenance of securities in the Quotation List of CJSC «MICEX Stock Exchange» between JSC «TransContainer» and CJSC «MICEX Stock Exchange».

For:10;

Against: none;

Abstained: none.

2.3. Contents of the decisions passed by the issuer's board of directors:

2.3.1.

1. Set the lease fee for use of the real estate of 129.7 sq. m in total area located at: 19, Kislovodskoe shosse, Skachki station, Pyatigorsk, Stavropol Krai, at 529,654.92 per annum including VAT.

2. Approve the Real Estate Lease Agreement conclusion (19, Kislovodskoe shosse, Skachki station, Pyatigorsk, Stavropol Krai) between JSC «TransContainer» (North Caucasus Branch) and JSCo «RZD» (North Caucasus Directorate for Traffic Control – structural subdivision of the Central Directorate for Traffic Control of JSCo «RZD») as an interested-party transaction on the following terms and conditions:

Parties to the Agreement:

JSC «TransContainer» (North Caucasus Branch), the Lessor, and JSCo «RZD» (North Caucasus Directorate for Traffic Control – structural subdivision of the Central Directorate for Traffic Control of JSCo «RZD»), the Lessee.

Subject Matter of the Agreement:

Lease of non-residential premises of 129.7 sq. m in total area (rooms No. 4 of 14.0 sq. m in area on the 1st floor, No. 27 of 14.6 sq. m, No. 36 of 21.8 sq. m on the 2nd floor, No. 41 of 14.6 sq. m, No. 42 of 16.2 sq. m, No. 43 of 37.5 sq. m, No. 44 of 1.5 sq. m, No. 45 of 1.5 sq. m, No. 46 of 8.0 sq. m on the 3d floor) within the administrative block at letter 1, Skachki station, located at: 19, Kislovodskoe shosse, Pyatigorsk, Stavropol Krai. Non-residential premises are transferred for use as offices.

Lease Fee under the Agreement:

Monthly lease fee including value-added tax, property tax, land tax and amortization shall be taken to be equal to forty four thousand one hundred thirty seven rubles 91 kopecks (44,137.91) including VAT (18%) – six thousand seven hundred thirty two rubles 90 kopecks (6,732.90).

Annual lease fee for the total area shall amount to five hundred ninety nine thousand six hundred fifty four rubles 92 kopecks (529,654.92) including VAT (18%) – eighty thousand seven hundred ninety four rubles 82 kopecks (80,794.82).

Term of the Agreement:

The Agreement shall enter into force on the date of its signing by the parties and remain in effect during 11 months.

Other Material Conditions of the Agreement:

If the Lessee continues to use the real estate upon expiration of the Agreement and if the Lessor has no objections thereto the Lease Agreement shall be deemed to be renewed for an indefinite term on the same conditions.

2.3.2.

1. Set a lease fee for use of the real estate of 65.2 sq. m in total area located at: 19, Kislovodskoe

shosse, Skachki station, Pyatigorsk, Stavropol Krai, at 320,140.32 rubles per annum including VAT.

2. Approve the Real Estate Lease Agreement conclusion (19, Kislovodskoe shosse, Skachki station, Pyatigorsk, Stavropol Krai) between JSC «TransContainer» (North Caucasus Branch) and JSCo “RZD” (North Caucasus Territorial Center for Corporate Transport Service—structural subdivision of the Center for Corporate Transport Service of JSCo “RZD” Branch) as an interested party-transaction on the following conditions:

Parties to the Agreement:

JSC «TransContainer» (North Caucasus Branch), the Lessor, and JSCo “RZD” (North Caucasus Territorial Center for Corporate Transport Service — structural subdivision of the Center for Corporate Transport Service of JSCo “RZD” Branch), the Lessee.

Subject Matter of the Agreement:

Lease of non-residential premises of 65.2 sq. m in total area (No. 17 of 21.4 sq. m, No. 18 of 10.2 sq. m, No. 19 of 10.2 sq. m on the 1st floor, No. 35 of 23.4 sq. m on the 2nd floor) within the administrative building at letter 1, Skachki station located at: 19, Kislovodskoe shosse, Skachki station, Pyatigorsk, Stavropol Krai. The real estate shall be transferred for use as offices.

Lease Fee under the Agreement:

Monthly lease fee including value added tax, estate tax, land tax and amortization shall be taken to be equal to twenty six thousand six hundred seventy eight rubles 36 kopecks (26,678.36) including VAT (18%) — four thousand sixty nine rubles 58 kopecks (4,069.58).

Annual lease fee shall amount to three hundred twenty thousand one hundred forty rubles 32 kopecks (320,140.32) including VAT (18%) — forty eight thousand eight hundred thirty four rubles 96 kopecks (48,834.96).

Term of the Agreement:

The Agreement shall enter into force on the date of its signing by the parties and remain in effect during 11 months.

Other Material Conditions of the Agreement:

If the Lessee continues to use the real estate upon expiry of the Agreement and if the Lessor has no objections thereto the Lease Agreement shall be deemed to be renewed for an indefinite term on the same conditions.

2.3.3.

Approve the conclusion of additional agreement No. 3 to Contract No. 100-2006-010-12 of Non-state Pension Benefits dated August 01, 2006 between JSC «TransContainer» and Non-profit organization Non-state Pension Fund BLAGOSOSTOYANIE being an interested-party transaction on the following conditions:

Parties to the Additional Agreement: JSC «TransContainer», the Depositor, and Non-profit Organization Non-state Pension Fund BLAGOSOSTOYANIE, the Fund.

Subject Matter of the Additional Agreement: The parties agreed to amend clauses 6.1.2 and 6.2.5 of Contract No. 100-2006-010-12 of Non-state Pension Benefits dated August 01, 2006 as follows:

“6.1.2. The Fund shall post pension contributions of Depositor-Participants to individual pension accounts opened by Depositor-Participants within ten banking days either from the date of receipt of pension contributions of Depositor-Participants to the Fund’s current account transferred by the Depositor (Depositor’s authorized subdivisions) according to clause 5.2. hereof or from the date of receipt by the Fund of the Summary Register with Pension Contribution Lists included therein prepared in accordance with the procedure established by the latter whichever is the later.

The date of posting of Depositor-Participants pension contributions to individual pension accounts shall be deemed to be the later date:

– date of receipt of a pension contribution to the Fund’s current account transferred in accordance with clause 5.2. hereof;

- *date of receipt of documents by the Fund (Summary Registers, Pension Contribution Lists, etc.) that allow to post the contribution received to pension accounts;*
- *date of receipt of additional payment to the Fund's current account if the earlier pension contribution was less than that indicated in the documents received by the Fund (Summary Registers, Pension Contribution Lists, etc.).*

Analytical records of pension contribution values in individual pension accounts shall be in Russian rubles.

6.2.5. *The date of posting of the Depositor's pension contribution to the corporate part of the individual pension account shall be deemed to be the later date:*

- *date of receipt of a pension contribution to the Fund's current account transferred in accordance with clause 5.3. hereof;*
- *date of receipt of documents by the Fund (Summary Registers, Pension Contribution Lists, etc.) that allow to post the contribution received to pension accounts;*
- *date of receipt of additional payment to the Fund's current account if the earlier pension contribution was less than that indicated in the documents received by the Fund (Summary Registers, Pension Contribution Lists, etc.);*
- *date of receipt of a special-purpose contribution to ensure statutory activities of the Fund in the proper amount unless a special-purpose contribution to ensure statutory activities of the Fund is received to the Fund's current account concurrently with the Depositor's pension contribution or the amount received is less than that provided in clause 5.3.3. hereof."*

Term of the Additional Agreement: the agreement shall enter into force from the date of its signing by the Parties.

2.3.4.

1. Check whether a subject matter of the additional agreement does not change the lease fee under Agreement No. 38/2-A of November 08, 2011.

2. Approve the conclusion of the Additional Agreement to Lease Agreement No. 38/2-A of November 08, 2011 between JSC «TransContainer» and JSC Kedentransservice being an interested-party transaction on the following conditions:

Parties to the Additional Agreement: JSC «TransContainer», the Lessor, and JSC Kedentransservice, the Lessee.

Subject Matter of the Additional Agreement:

Amend clause 9.1 of the Agreement as follows:

"This Agreement shall enter into force on the date of its signing by the Parties provided it is approved by the Board of Directors of the Lessor and shall remain in effect till March 31, 2013 inclusive, and as to the Lessee's obligations on return of the Cars leased and mutual settlements by the Parties – until the date of fulfillment thereof in full."

Term of the Agreement: till March 31, 2013 inclusive.

2.3.5.

1. The price of the used reparable freight car wheel pairs shall be specified in the Price agreement memorandum for the Goods (Annex No. 3 to the Contract).

2. The entering into the contract of purchase of freight car wheel pairs between JSC TransContainer and JSC Car Repair Company - 1, which is a related party, shall be approved on the following terms and conditions:

Parties to the Contract:

JSC TransContainer as the Seller, and JSC Car Repair Company as the Buyer.

Subject-matter of the Contract:

The Seller shall sell, and the Buyer shall accept and pay for used and fit for further use freight car wheel pairs (hereinafter, the Goods) obtained during scheduled repair of the Seller's freight cars.

Price of the Contract:

The price of one item of the Goods is specified in the Price agreement memorandum (Annex No. 3 to the Contract).

Total price shall depend on the total quantity of actually sold Goods.

Term of the Contract:

The Contract shall be effective from the date when executed by the Parties until December 31, 2013, and in terms of settlements, until finalized.

2.3.6.

1. The price of the used reparable freight car wheel pairs shall be specified in the Price agreement memorandum for the Goods (Annex No. 3 to the Contract).

2. The entering into the contract of purchase of freight car wheel pairs between JSC TransContainer and JSC Car Repair Company - 2, which is a related party, shall be approved on the following terms and conditions:

Parties to the Contract:

JSC TransContainer as the Seller, and JSC Car Repair Company as the Buyer.

Subject-matter of the Contract:

The Seller shall sell, and the Buyer shall accept and pay for used and fit for further use freight car wheel pairs (hereinafter, the Goods) obtained during scheduled repair of the Seller's freight cars.

Price of the Contract:

The price of one item of the Goods is specified in the Price agreement memorandum (Annex No. 3 to the Contract).

Total price shall depend on the total quantity of actually sold Goods.

Term of the Contract:

The Contract shall be effective from the date when executed by the Parties until December 31, 2013, and in terms of settlements, until finalized.

2.3.7.

1. The price of the used reparable freight car wheel pairs shall be specified in the Price agreement memorandum for the Goods (Annex No. 3 to the Contract).

2. The entering into the contract of purchase of freight car wheel pairs between JSC TransContainer and JSC Car Repair Company - 3, which is a related party, shall be approved on the following terms and conditions:

Parties to the Contract:

JSC TransContainer as the Seller, and JSC Car Repair Company as the Buyer.

Subject-matter of the Contract:

The Seller shall sell, and the Buyer shall accept and pay for used and fit for further use freight car wheel pairs (hereinafter, the Goods) obtained during scheduled repair of the Seller's freight cars.

Price of the Contract:

The price of one item of the Goods is specified in the Price agreement memorandum (Annex No. 3 to the Contract).

Total price shall depend on the total quantity of actually sold Goods.

Term of the Contract:

The Contract shall be effective from the date when executed by the Parties until December 31, 2013, and in terms of settlements, until finalized.

2.3.8.

1. Check whether the amount of payment for services rendered by the Stock Exchange carrying out activities on admission of securities issue to placement is three hundred thousand (300,000) rubles 00 kopecks without VAT.

2. Approve the agreement for admission of securities to trading in the course of placement with

CJSC «MICEX Stock Exchange» between JSC «TransContainer» and CJSC «MICEX Stock Exchange» being an interested-party transaction on the following conditions:

Parties to the Agreement: JSC «TransContainer» (the Issuer) and CJSC «MICEX Stock Exchange» (the Stock Exchange).

Subject Matter of the Agreement:

The Stock Exchange shall render services on admission of the Issuer's securities to placement and the Issuer shall pay for services on admission of the securities to placement.

Agreement Value: The amount of payment for services rendered by the Stock Exchange on admission of one issue of securities to placement shall be no more than three hundred thousand (300,000) rubles 00 kopecks without VAT.

Term of the Agreement: The Agreement shall enter into force on the date of its signing by the parties and remain in effect until the parties have fulfilled their obligations thereunder in full.

2.3.9.

1. Check whether the amount of payment for services rendered by the Stock Exchange for carrying out examination of securities issue is no more than ninety thousand rubles 00 kopecks (90,000.00) without VAT.

2. Approve the conclusion of the Agreement for Carrying out Expert Examination of Securities between JSC «TransContainer» and CJSC «MICEX Stock Exchange» being an interested-party transaction on the following conditions:

Parties to the Agreement: JSC «TransContainer» (the Issuer) and CJSC «MICEX Stock Exchange» (the Stock Exchange).

Subject Matter of the Agreement:

The Stock exchange shall provide services to the Issuer on carrying out examination of securities for the purpose of inclusion thereof into the relevant level Quotation List of CJSC «MICEX Stock Exchange» upon the Issuer's request and the Issuer shall pay for the Services on carrying out examination of securities.

Agreement Value: The amount of payment for services rendered by the Stock Exchange on carrying out examination of securities issue shall be no more than ninety thousand rubles 00 kopecks (90,000.00) without VAT.

Term of the Agreement:

The Agreement shall enter into force on the date of its signing by both parties and remain in effect until the parties have fulfilled their obligations thereunder in full.

2.3.10.

1. Check whether the amount of payment for services rendered by the Stock Exchange for inclusion of securities issue in the Quotation List of CJSC «MICEX Stock Exchange» is no more than fifteen thousand rubles 00 kopecks (15,000) without VAT.

2. The amount of payment for services rendered by the Stock Exchange for maintenance of one issue of securities in the Quotation List of CJSC «MICEX Stock Exchange» shall be no more than six hundred rubles 00 kopecks (6,000) per annum without VAT.

3. Approve the Agreement on inclusion and maintenance of securities in the Quotation List of CJSC «MICEX Stock Exchange» between JSC «TransContainer» and CJSC «MICEX Stock Exchange» being an interested-party transaction on the following conditions:

Parties to the Agreement: JSC «TransContainer» (the Issuer) and CJSC «MICEX Stock Exchange» (the Stock Exchange).

Subject Matter of the Agreement:

The Stock Exchange shall render services on inclusion of the Issuer's securities in the relevant level Quotation List of CJSC «MICEX Stock Exchange» and services on maintenance of the Issuer's securities included in the Quotation List and the Issuer shall accept and pay for these Services.

Agreement Value: The amount of payment for services rendered by the Stock Exchange on

inclusion of securities in the Quotation List of CJSC «MICEX Stock Exchange» shall be no more than fifteen thousand rubles 00 kopecks (15,000) without VAT.

The amount of payment for services rendered by the Stock Exchange on maintenance of securities included in the Quotation List of CJSC «MICEX Stock Exchange» shall be no more than six thousand rubles 00 kopecks (6,000) per annum without VAT.

Term of the Agreement:

The Agreement shall enter into force on the date of its signing by both parties and remain in effect during the period of securities circulation at the Stock Exchange.

2.4. Date of meeting of the issuer's board of directors that passed the relevant decisions:

21 January 2013.

2.5. Date and number of minutes of the meeting of the issuer's board of directors that passed the relevant decisions: ***Minutes No. 7 of 21 January 2013.***

3. Signature

3.1. Director-General JSC "TransContainer"

P.V. Baskakov

(signature)

3.2. Date 22 January 20 13

Seal