

**Statement of Material Fact**  
**Specific decisions passed 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>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	<a href="http://www.trcont.ru">http://www.trcont.ru</a> <a href="http://www.e-disclosure.ru/portal/company.aspx?id=11194">http://www.e-disclosure.ru/portal/company.aspx?id=11194</a>
2. Contents of the Statement	
<i>Approval of related-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.</i>  <i>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. Approval of the entering into the Agreement for indemnification of costs for real property maintenance between OJSC Federal Passenger Company (Ulyanovsk Railcar Section, a business unit of Kuibyshev Branch of OJSC Federal Passenger Company) and JSC TransContainer (Kuibyshev Branch).</i>  <i>For:10;</i>  <i>Against: none;</i>  <i>Abstained: none.</i></p> <p><i>2.2.2. Approval of the entering into Waste Metal Supply Agreement between JSC TransContainer and OJSC RZD Trading House.</i></p> <p><i>Voting results:</i>  <i>For:9;</i>  <i>Against: none;</i>  <i>Abstained: none.</i>  <i>A.Y. Davydov, members of the Board of Directorsf, did not participate in the vote on this issue, as a person interested in the conclusion of the transaction (A.Y. Davydov u is a member of the Board of Directors of OAO "RZD Trading House").</i></p> <p><i>2.2.3. Approval of the entering into Supplementary Agreement No. 2 to Lease Contract No. AFP-15 dated April 29, 2011 between JSC TransContainer and Russian-Mongolian Joint stock company Ulan-Bator Railways.</i>  <i>Voting results:</i>  <i>For:10;</i>  <i>Against: none;</i>  <i>Abstained: none.</i></p>	

**2.2.4. Approval of the entering into Supplementary Agreement No. 2 to Contract of lease of JSC RZD real property No. TSRIA/4/A/0311010000/07/001830 dated July 31, 2007 (Smolensk, 1 Novo-Moskovskaya street) between JSC TransContainer (Moscow Branch) and JSC RZD (Moscow Terminal and Warehouse Facilities Operation Directorate, a business unit of the Central Terminal and Warehouse Facilities Operation Directorate, which is a branch of JSC RZD).**

**Voting results:**

**For:10;**

**Against: none;**

**Abstained: none.**

**2.2.5. Approval of the entering into the Contract of sub-lease of a part of the land plot (Jewish Autonomous Region, Birobidzhan, near Bryanskaya street, 5) between JSC TransContainer (Far East Branch) and JSC RZD (Far East Railway, a branch of JSC RZD).**

**Voting results:**

**For:10;**

**Against: none;**

**Abstained: none.**

**2.2.6. Approval of the entering into the Contract of lease of the railways (Zabaikalsk township, 7, The 1<sup>st</sup> of May Street) between JSC TransContainer (Zabaikalsk Branch) and JSC RZD (Zabaikalsk Railway, a branch of JSC RZD).**

**Voting results:**

**For:10;**

**Against: none;**

**Abstained: none**

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

2.3.1.

**1. Acknowledge maintenance costs for the real property, which is non-residential room No. 2 with the floor space 18.1 square meters on the second floor of the railway station (lit. A) located at the address: Republic of Tatarstan, Tukaevsky District, s/s Kruglopolsky, vil. Krugloe Pole, Vokgalnaya street, to the amount of 12,969.82 rubles per month, including:**

**6,340.32 rubles, incl. VAT 18% assigned as remuneration for outsourced services;**

**7.89 rubles, exempt from VAT, assigned as insurance costs;**

**6,621.61 rubles, incl. VAT 18%, assigned as own maintenance costs for the leased room.**

**2. Approve the entering into the Agreement for indemnification of costs for real property maintenance between OJSC Federal Passenger Company (Ulyanovsk Railcar Section, a business unit of Kuibyshev Branch of OJSC Federal Passenger Company) and JSC TransContainer (Kuibyshev Branch) as a related party transaction on the following conditions:**

**Parties to the Agreement: JSC TransContainer (Kuibyshev Branch) as a User, and OJSC Federal Passenger Company (Ulyanovsk Railcar Section, a business unit of Kuibyshev Branch of OJSC Federal Passenger Company), as an Organization.**

**Subject-Matter of the Agreement:**

**Indemnification of maintenance cost for the real property (non-residential room) located at the address: Republic of Tatarstan, Tukaevsky District, s/s Kruglopolsky, vil. Krugloe Pole, Vokgalnaya street, including non-residential room No. 2, floor space 18.1 square meters, on the second floor of the Railway Station Building.**

**Agreement Price: real property maintenance costs shall be 12,969.82 (twelve thousand nine hundred sixty nine rubles and 82 kopeks) per month, including:**

**6,340.32 (six thousand three hundred forty) rubles and 32 kopecks, incl. VAT 18%, assigned as**

*remuneration for outsourced services;*

*7.89 (seven) rubles and 89 kopecks, VAT exempt, assigned as insurance costs;*

*6,621.61 (six thousand six hundred twenty one) ruble and 61 kopeck incl. VAT 18%, assigned as own maintenance costs for the leased room.*

*Term of the Agreement: the Agreement shall become effective on the date when signed by the Parties and shall remain valid until Contract of lease of real property No. FKP/6/A/9779/12/000291 (KU-1297/ur) dated September 19, 2012 is terminated, whereas, insofar as the settlements are concerned, it shall be valid until all obligations are discharged in full and, in accordance with Article 425 of the Civil Code of the Russian Federation, shall govern all relations arising before the Agreement execution date, i.e., existing as from August 27, 2012.*

### **2.3.2.**

*1. Acknowledge that the price of the waste metal designed for sale be defined by the Parties in the specifications completed in the form of Annex No. 1 to the Agreement.*

*2. Approve the entering into Waste Metal Supply Agreement between JSC TransContainer and OJSC RZD Trading House as a related party transaction on the following conditions:*

*Parties to the Agreement:*

*JSC TransContainer as the Supplier and OJSC RZD Trading House as the Buyer.*

*Subject-Matter of the Agreement:*

*1.1. The Supplier shall deliver and the Buyer shall accept and pay for ferrous and nonferrous metal waste, including nonrepairable parts and modules resulting from freight car repairs belonging to JSC TransContainer, hereinafter referred to as the "Product".*

*1.2. The Product line, quantity, price and supply terms and conditions shall be defined by the Parties in the specifications completed in the form of Annex No. 1 to the Agreement.*

*Term of the Agreement:*

*The Agreement shall become effective on the date when signed by the Parties and shall remain valid until December 31, 2013 and, insofar as the settlements are concerned, it shall be valid until all obligations are discharged in full. The terms of the Agreement shall govern the Parties' relations before the execution of the Agreement, i.e., existing as from January 01, 2013.*

### **2.3.3.**

*1. Acknowledge that, in accordance with the terms and conditions of Supplementary Agreement No. 2, lease payments for the use of:*

*- 40-feet and 60-feet platform shall be 1,000 rubles per day, net of VAT 18%;*

*- 80-feet platform shall be 1,184 rubles, net of VAT 18%.*

*2. Approve the entering into Supplementary Agreement No. 2 to Lease Contract No. AFP-15 dated April 29, 2011 between JSC TransContainer and JSC UBZD as a related party transaction on the following conditions:*

*Parties to the Supplementary Agreement: JSC TransContainer as the Lessor, and JSC UBZD as the Lessee.*

*Subject-Matter of the Supplementary Agreement:*

*Paragraph 9.1 of the Agreement shall be revised to read as follows:*

*"This Agreement shall become effective on the date when signed by the Parties and shall remain valid through to and including December 31, 2013, and, insofar as the Lessee's obligations to return the Cars with the expiration of lease and the settlements of the Parties are concerned, it shall be valid until all obligations are discharged in full."*

*Lease payment rates shall be as follows:*

*- 1,000 rubles, net of VAT for using 40-feet and 60-feet platform;*

*- 1,184 rubles, net of VAT for using 80-feet.*

*Term of the Agreement: Supplementary Agreement shall become effective on the date when signed by the Parties and shall form an integral part of the Contract.*

**2.3.4.**

**1. Acknowledge that lease payment for using real property under Contract of lease of real property No. №TSRIA/4/A/0311010000/07/001830 dated July 31, 2007 regarding non-residential rooms Nos. 3 and 4, located on the third floor of the administrative building at the address: Smolensk, 1 Novo-Moskovskaya street, shall be 129 378.52 rubles, including VAT (18%).**

**2. Approve the entering into Supplementary Agreement No. 2 to Contract of lease of real property No. TSRIA/4/A/0311010000/07/001830 dated July 31, 2007 (Smolensk, 1 Novo-Moskovskaya street) between JSC RZD (Moscow Terminal and Warehouse Facilities Operation Directorate, a business unit of the Central Terminal and Warehouse Facilities Operation Directorate, which is a branch of JSC RZD) and JSC TransContainer (Moscow Branch) as a related party transaction on the following conditions:**

**Parties to the Agreement:**

**1. JSC RZD (Moscow Terminal and Warehouse Facilities Operation Directorate, a business unit of the Central Terminal and Warehouse Facilities Operation Directorate, which is a branch of JSC RZD) as the Lessor and JSC TransContainer (Moscow Branch) as the Lessee.**

**Subject-Matter of the Agreement:**

**1. Section 1 of the Contract shall be revised to read as follows:**

**“1.1. The Lessor shall lease out and the Lessee shall accept for leasing the real property specified in Annex No. 4 to the Contract, located at the address: Smolensk, 1 Novo-Moskovskaya (hereinafter “Real Property”).**

**1.2. The Real Property with the total floor space 21.30 square meters is leased out to the Lessee as office space.”**

**2. Second paragraph of item 5.1 of the Contract shall be revised to read as follows:**

**“In accordance with the Lease Payment Agreement between the Parties (Annex No. 5 to the Contract) the annual lease payment shall be 129,378.52 (one hundred twenty nine thousand three hundred seventy eight) rubles and 52 kopecks.**

**Monthly lease payments shall be 10,781.54 (ten thousand seven hundred eighty one) ruble and 54 kopecks, including VAT (18%) of 1,644.64 (one thousand six hundred forty four) rubles and 64 kopecks.”**

**3. Section 11 of the Contract shall include the following details of the Lessor:**

**“Lessor: JSC RZD**

**Address: 107174, Moscow, 2 Novyaya**

**Basmannaya.**

**INN/CPP 7708503727/772245003**

**Moscow Terminal and Warehouse Facilities**

**Operation Directorate, a business unit of the**

**Central Terminal and Warehouse Facilities**

**Operation Directorate, a branch of JSC RZD**

**Bank details:**

**Account 40702810800065003269**

**Bank: OJSC TRANSCRREDITBANK**

**MOSCOW**

**Corresp. account 301018106000000 562**

**BIC 0445255 62”.**

**Lease Payments under Supplementary Agreement:**

**Annual lease payment shall be 129,378.52 rubles, including VAT (18%) of 19,735.71 (nineteen thousand seven hundred and thirty five) rubles and 71 kopeck.**

**Term of the Supplementary Agreement: the Supplementary Agreement shall become effective on the date when signed by the Parties and shall form an integral part of the Contract.**

**2.3.5.**

**1. Approve that the annual rental rate payable for operation of the land plot with the area of 20 sq. m located at Jewish Autonomous Region, Birobidzhan, near Bryanskaya Street, d.5 equals 708.00 rubles including VAT.**

**2. Approve the agreement on sublease of a land plot (Jewish Autonomous Region, Birobidzhan, near Bryanskaya Street, d.5) between TransContainer (Far Eastern Branch) and RZD (Far Eastern Railway, a branch of RZD) that is a related party transaction upon the following terms:**

**Parties to the Agreement:**

**RZD (Far Eastern Railway, a branch of RZD), the “Tenant”, and TransContainer (Far Eastern Branch), the “Subtenant”.**

**Subject Matter of the Agreement:**

**Subleasing of a land plot with the area of 20 sq. m, of settlement land, lands of industry, electric power, transport, communications, radio broadcasting, television, and information, and lands for ensuring outer space activity, lands of defence and security, and lands of other special designation, located at Jewish Autonomous Region, Birobidzhan, near Bryanskaya Street, d.5 (hereinafter, the “Land Plot”) within the land lot with cadastral number 79:00:00 00 000:0009 that is leased by RZD under land lot lease agreement No. 212 of 15 December 2010 (registration entry No. 79-79-01/021/2011-213 of 21 September 2011) with the following permitted use: procuring for the business of organizations and operating railway transport.**

**The land plot is leased for non-construction purposes, i.e. maintaining and operating a temporary structure (a trailer)**

**Rental rate payable under the Agreement:**

**The rental rate under the Agreement equals 708.00 rubles a year including VAT or 59.00 rubles a month including VAT.**

**Effective term of the Agreement:**

**The Agreement becomes effective as of the day of its signing and remains in effect during 11 months.**

**Other essential conditions of the Agreement:**

**If neither Party notifies the other Party of termination of this Agreement before expiry of the effective term hereof, this Agreement shall be deemed renewed for an unlimited term.**

**2.3.6.**

**1. Acknowledge that lease payment for using the following real property: railways located at the address: Zabaikalsk Territory, Zabaikalsk township, 7, The 1<sup>st</sup> of May Street, including:**

- railway track (Liter G49), total length 581 running meters;
- railway track (Liter G48), total length 637 running meters;
- railway track (Liter G50), total length 584 running meters;
- railway track (Liter G51), total length 549 running meters, shall be 3,962,449.44 rubles per year, including VAT.

**Real property is located in the land plot with the total area 192,351 square meters, cadastral number 75:06:0:1, at the address: Zabaikalsk Territory, Zabaikalsk township.**

**2. Approve the entering into the Contract of lease of the railways (Russia, Zabaikalsk township, 7, The 1<sup>st</sup> of May Street) between JSC TransContainer (Zabaikalsk Branch) and JSC RZD (Zabaikalsk Railway, a branch of JSC RZD) as a related party transaction on the following conditions:**

**Parties to the Contract:**

**JSC TransContainer (Zabaikalsk Branch) as the Lessor and JSC RZD (Zabaikalsk Railway, a branch of JSC RZD) as the Lessee.**

**Subject-Matter of the Contract:**

**Lease of the railway tracks located at the address: Zabaikalsk Territory, Zabaikalsk township, 7, The 1<sup>st</sup> of May Street, including:**

- railway track (Liter G49), total length 581 running meters, certificate of the state registration of

*title 75AA No. 253723 of January 24, 2012;*  
*- railway track (Liter G48), total length 637 running meters, certificate of the state registration of title 75AA No. 253722 of January 24, 2012;*  
*- railway track (Liter G50), total length 584 running meters, certificate of the state registration of title 75AA No. 253720 of January 24, 2012;*  
*- railway track (Liter G51), total length 549 running meters, certificate of the state registration of title 75AA No. 253721 of January 24, 2012,*  
*shall be 3,962,449.44 rubles per year, including VAT.*

*The real property shall be used for the designated primary purpose thereof.*

*Lease payment under the Contract:*

*Monthly lease payments, accounting for amortization charges, property tax and value added tax shall be 330,204.12 (three hundred thirty thousand two hundred and four) rubles and 12 kopecks, including VAT (18%) of 50,370.12 (fifty thousand three hundred seventy) rubles and 58 kopecks.*

*Annual lease payment is 3,962,449.44 (three million nine hundred sixty two thousand four hundred and forty nine) rubles and 44 kopecks.*

*Term of the Contract: The Contract shall become effective on the date when signed by the Parties and shall remain valid for 11 months.*

*Other material terms of the Contract:*

*If the Lessee continues using the real property after the expiry date of the Contract and provided that the Lessor does not object thereto, the Contract shall be deemed renewed on the same terms and conditions for a perpetual term.*

2.4. Date of meeting of the issuer's board of directors that passed the relevant decisions:  
**20 February 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. 8 of 21 February 2013.**

3. Signature

3.1. General Director JSC "TransContainer"

P.V. Baskakov

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(signature)

3.2. Date 21 February 20 13

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