

**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 entering into a contract for provision of services related to physical training and sports by ensuring the CUSTOMER'S participation in competitions of the Railway Football League in accordance with the competition schedule and Regulations for Competitions of the Railway Football League in 2012 (ZFL-2013) between JSC TransContainer and Non-profit Organization Russian Society of Sports and Physical Training Lokomotiv.</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. Approval of entering into a contract of lease of non-residential premises between JSC TransContainer and JSC FC LOKOMOTIV (D.U.).</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. Approval of entering into a contract for provision of advertising services between JSC TransContainer and JSC Football Club LOKOMOTIV.</i></p> <p><i>Voting results:</i>  <i>For:10;</i>  <i>Against: none;</i>  <i>Abstained: none.</i></p>	

**2.2.4. Approval of entering into an agreement on termination of contract of lease of JSC TransContainer's immovable property No. 20-NKP dated 19.02.2009 (Stavropol Territory, Pyatigorsk, Kislovodskoye shosse, 19) between JSC TransContainer (North Caucasus Branch) and JSC RZD (North Caucasus Traffic Control Directorate, a structural subdivision of the Central Traffic Control Directorate, a branch of JSC RZD).**

**Voting results:**

**For:9;**

**Against: none;**

**Abstained: none.**

**Member of the Board of Directors Yu. V. Novozhilov did not vote.**

**2.2.5. Approval of entering into supplementary agreement No. 4 to Contract of lease No. 38/2-A dated 08.11.2011 between JSC TransContainer and JSC Kedentransservice.**

**Voting results:**

**For:9;**

**Against: none;**

**Abstained: none.**

**In counting of votes for this issue, the vote by member of the Board of Directors P. V. Baskakov was not taken into account, because he is a related party with regard to this transaction (P. V. Baskakov is a member of the Board of Directors of JSC Kedentransservice).**

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

**2.3.1.**

**1. It shall be established that the total price of the contract amounts to 1,729,000.00 rubles, including 18% VAT in the amount of 263,745.76 rubles – a fee for the provision of services related to physical training and sports (participation in competitions of the Railway Football League).**

**2. Entering into a contract for provision of services related to physical training and sports between JSC TransContainer and Non-profit Organization Russian Society of Sports and Physical Training Lokomotiv, which is a related party transaction, shall be approved on the following conditions:**

**Parties to the contract: JSC TransContainer as the CUSTOMER and Non-profit Organization Russian Society of Sports and Physical Training Lokomotiv as the SERVICE PROVIDER.**

**Subject matter of the contract: The Service Provider shall provide services related to physical training and sports by ensuring the CUSTOMER'S participation in competitions of the Railway Football League in accordance with the competition schedule and Regulations for Competitions of the Railway Football League in 2012 (ZFL-2013).**

**Price of the contract: 1,729,000.00 rubles, including 18% VAT in the amount of 263,745.76 rubles – a fee for the provision of services related to physical training and sports (participation in competitions of the Railway Football League).**

**Term of the contract: the Contract shall become effective from the date of its signing by the Parties and shall remain in effect through December 20, 2013.**

**Other material terms and conditions:**

**The CUSTOMER shall pay the participation fee by transfer of money to the settlement account of the SERVICE PROVIDER as follows:**

**- The first payment in the amount of 40% (forty percent) of the amount: within 5 (five) calendar days after the date of signing of this Contract by the Parties.**

**- The second payment in the amount of 30 % (thirty percent) of the amount: on or before May 30, 2013.**

**- The third payment in the amount of 30 % (thirty percent) of the amount on or before August**

01, 2013.

2.3.2.

**1. It shall be established the total amount of rent in respect of non-residential premises in the Western side of the Central Lokomotiv Stadium (VIP Box No. 2) located at: Moscow, ul. Bolshaya Cherkizovskaya, 125, str. 1, equals 3,919,257.00 rubles including 18% VAT.**

**2. Entering into a contract of lease of non-residential premises between JSC TransContainer and JSC FC LOKOMOTIV (D.U.), which is a related party transaction, shall be approved on the following conditions:**

**Parties to the contract: JSC FC LOKOMOTIV (D.U.) as the Landlord, JSC TransContainer as the Tenant.**

**Subject matter of the contract: The Landlord shall provide to the Tenant at a charge, on a leasehold basis, non-residential premises - VIP Box No. 2 (hereafter, the "Premises") and the Tenant shall use it as provided for in the Contract. The leased Premises of the total area of 40.5 sq m is located in the Western side of the Central Lokomotiv Stadium at: 107553, Moscow, ul. Bolshaya Cherkizovskaya, 125, str. 1.**

**Price of the contract:**

**For the right to use the Premises during the term of the Contract the Tenant shall pay rent to the Landlord in the amount of 3,919,257.00 (three million nine hundred nineteen thousand two hundred fifty seven) rubles 00 kopecks, including 18% VAT in the amount of 597,852.76 (five hundred ninety seven thousand eight hundred fifty two) rubles 76 kopecks.**

**The daily rent amounts to 14,303 (fourteen thousand three hundred and three) rubles 86 kopecks, including 18% VAT in the amount of 2,181 (two thousand one hundred eighty one) 94 kopecks.**

**For April (30 days): 429,115.73**

**For May (31 days): 443,419.59**

**For June (29 days): 414,811.87**

**For July (31 days): 443,419.59**

**For August (31 days): 443,419.59**

**For September (30 days): 429,115.73**

**For October (31 days): 443,419.59**

**For November (30 days): 429,115.73**

**For December (31 days): 443,419.58**

**The rent includes public utility charges and operating expenses related to maintenance of the Premises.**

**The Tenant shall pay for services by transferring rent for the Premises to the settlement account of the Landlord as follows:**

**• 1,959,628.50 (one million nine hundred fifty nine thousand six hundred twenty eight) rubles 50 kopecks, including 18% VAT in the amount of 298,926.38 (two hundred ninety eight thousand nine hundred twenty six) rubles 38 kopecks, before April 30, 2013;**

**• 1,959,628.50 (one million nine hundred fifty nine thousand six hundred twenty eight) rubles 50 kopecks, including 18% VAT in the amount of 298,926.38 (two hundred ninety eight thousand nine hundred twenty six) rubles 38 kopecks, before August 31, 2013;**

**Term of the contract: The Contract shall become effective from the date of its signing by the Parties, shall apply to the relations between the Parties existing since April 01, 2013, and shall remain in effect through December 31, 2013.**

**Other terms and conditions of the contract: Subject to proper performance of its obligations under the Contract, the Tenant shall have the pre-emption right to extend the Contract or enter into a new Contract upon expiration of the current one.**

**2.3.3.**

**1. It shall be established that the cost of advertising services under the Contract amounts to 736,950.00 (seven hundred thirty six thousand nine hundred fifty) rubles 00 kopecks, including 18% VAT in the amount of 112,416.10 (one hundred twelve thousand four hundred sixteen) rubles 10 kopecks.**

**2. Entering into a contract for provision of advertising services between JSC TransContainer and JSC Football Club LOKOMOTIV, which is a related party transaction, shall be approved on the following conditions:**

**Parties to the contract: JSC Football Club LOKOMOTIV as the Service Provider and JSC TransContainer as the Customer.**

**Subject matter of the contract:**

**During the term of the Contract the Service Provider shall, in the manner and on conditions set out in the Contract, advertise the Customer and its services (Advertised Object), and the Customer shall accept and pay for the services rendered by the Service Provider in the manner and on conditions set out in the Contract.**

**Advertisements specified in sub-paragraphs 1, 2, 4, 5, 8, 9 of paragraph 2.3 of the Contract that are to be placed at the Central Lokomotiv Stadium at: Moscow, ul. Bolshaya Cherkizovskaya, 125, str. 1, shall be placed during home matches of Lokomotiv Football Club in 2013 in accordance with the Russian Premier League Football Championship calendar for 2012/2013 and 2013/2014. Advertisement specified in sub-paragraph 7 of paragraph 2.3 of the Contract that is to be placed at the Central Lokomotiv Stadium at: Moscow, ul. Bolshaya Cherkizovskaya, 125, str. 1, shall be placed during one home match in April 2013. Advertisements specified in sub-paragraphs 3 and 6 of paragraph 2.3 of the Contract that are to be placed at the Central Lokomotiv Stadium at: Moscow, ul. Bolshaya Cherkizovskaya, 125, str. 1, shall be placed in the period from April 01 to December 31, 2013.**

**Price of the contract: 736,950.00 (seven hundred thirty six thousand nine hundred fifty) rubles 00 kopecks, including 18% VAT in the amount of 112,416.10 (one hundred twelve thousand four hundred sixteen) rubles 10 kopecks.**

**Term of the contract: The Contract shall become effective from the date of its signing by the Parties and shall remain in force until 31.12.2013. The Contract shall apply to the relations of the Parties existing before its entry into force, from April 1, 2013.**

**2.3.4.**

**1. It shall be established that subject matter of the transaction does not change the amount of rent under contract of lease of JSC TransContainer's immovable property No. 20-NKP dated 19.02.2009, which property is located at: Stavropol Territory, Pyatigorsk, Kislovodskoye shosse, 19.**

**2. Entering into the agreement on termination of contract of lease of JSC TransContainer's immovable property No. 20-NKP dated 19.02.2009 (Stavropol Territory, Pyatigorsk, Kislovodskoye shosse, 19) between JSC TransContainer (North Caucasus Branch) and JSC RZD (North Caucasus Traffic Control Directorate, a structural subdivision of the Central Traffic Control Directorate, a branch of JSC RZD), which is a related party transaction, shall be approved on the following conditions:**

**Parties to the agreement:**

**JSC TransContainer (North Caucasus Branch) as the Landlord and JSC RZD (North Caucasus Traffic Control Directorate, a structural subdivision of the Central Traffic Control Directorate, a branch of JSC RZD) as the Tenant.**

**Subject matter of the agreement:**

**Termination of contract of lease of JSC TransContainer's immovable property No. 20-NKP dated 19.02.2009, which property is located at: Stavropol Territory, Pyatigorsk, Kislovodskoye shosse, 19.**

**Term of the agreement:**

*The agreement shall become effective from the date of its signing by the Parties and shall apply to the relations of the Parties existing before its signing, since 11.03.2013.*

**2.3.5.**

*1. It shall be established that the subject matter of the supplementary agreement does not change the amount of rent under Contract No. 38/2-A dated 08.11.2011.*

*2. Entering into the Supplementary Agreement to Contract of lease No. 38/2-A dated 08.11.2011 between JSC TransContainer and JSC Kedentransservice, which is a related party transaction, shall be approved on the following conditions:*

*Parties to the supplementary agreement: JSC TransContainer as the Lessor, JSC Kedentransservice as the Lessee.*

*Subject matter of the supplementary agreement:*

*1. Paragraph 4.2.4 shall be amended to read as follows:*

*"4.2.4. Send Railcars for the current repair, including issuance of transportation documents, and return the repaired Railcars. Notify the Lessor in writing about the need to send the Railcars for scheduled roundhouse servicing and overhaul repair not later than 35 (thirty five) days prior to the expiration of service life of the Railcars (before the next repair) or 10,500 (ten thousand five hundred) kilometers before the end of repair-to-repair run of the Railcars (whichever occurs earlier), and, as agreed with the Lessor, relocate the Railcars to the station specified by it."*

*2. Paragraph 9.1 of the Contract shall be amended to read as follows:*

*"9.1. This Contract shall become effective from the date of its signing by the Parties, subject to its approval by the Board of Directors of the Lessor, and shall remain in effect through December 31, 2013, and as related to the Lessee's obligations to return the leased Railcars and mutual settlements between the Parties – until the complete fulfillment thereof."*

*Term of the supplementary agreement: The Supplementary Agreement shall become effective from the date of its signing by the Parties, shall remain in force until the complete fulfillment by the Parties of their respective obligations under the Contract and shall be incorporated in and made an integral part of the Contract.*

2.4. Date of meeting of the issuer's board of directors that passed the relevant decisions:  
**25 April 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. 11 of 26 April 2013.**

**3. Signature**

3.1. General Director JSC "TransContainer"

P.V. Baskakov

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(signature)

3.2. Date 26 April 20 13

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