

**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>11 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><b>2.2.1. Concerning the approval of execution of Supplementary Agreement No. 2 to Freight Forwarding Contract No. TsKP-426138 dated July 11, 2012, between JSC TransContainer and GEFCO LLC.</b>  <i>For:9;</i>  <i>Against: none;</i>  <i>Abstained: 2 (A.G. Belova; A.N. Grom).</i></p> <p><b>2.2.2. Concerning the approval of execution of the agreement for termination of real property sublease contract No. 5149 dated December 31, 2009, between JSC TransContainer and RZD (Administrative Service Office – branch of RZD).</b>  <i>For:9;</i>  <i>Against: none;</i>  <i>Abstained: 2 (A.G. Belova; A.N. Grom).</i></p> <p><b>2.2.3. Concerning the approval of execution of the contract for the purchase and sale of metal structures between RZD (Oktyabrskaya Railway – branch of Open Joint Stock Company Russian Railways) and JSC TransContainer (Oktyabrsky Branch).</b>  <i>For:9;</i>  <i>Against: none;</i>  <i>Abstained: 2 (A.G. Belova; A.N. Grom).</i></p> <p><b>2.2.4. Concerning the approval of execution of the Contract for voluntary health insurance against accidents and diseases between INSURANCE COMPANY ZHASO and JSC TransContainer, which is a related party transaction.</b>  <i>For:8;</i>  <i>Against: none;</i>  <i>Abstained: 2 (A.G. Belova; A.N. Grom).</i></p> <p><i>The votes of members of the Board of Directors of the Kostenets I.A., as the person interested in</i></p>	

*the fulfillment of such transactions (Kostenets I.A. is a member of the Board of Directors of JSC "Insurance Company" ZHASO").*

*2.2.5. Concerning the approval of execution of the Contract for voluntary health insurance between INSURANCE COMPANY ZHASO and JSC TransContainer, which is a related party transaction.*

*For:8;*

*Against: none;*

*Abstained: 2 (A.G. Belova; A.N. Grom).*

*The votes of members of the Board of Directors of the Kostenets I.A., as the person interested in the fulfillment of such transactions (Kostenets I.A. is a member of the Board of Directors of JSC "Insurance Company" ZHASO").*

*2.2.6. Concerning the approval of execution of supplementary agreement No. 3 to Contract for voluntary insurance against accidents and diseases No. 035-NSBYu/12/TKd/12/07/0023 dated July 25, 2012, between INSURANCE COMPANY ZHASO and JSC TransContainer, which is a related party transaction.*

*For:8;*

*Against: none;*

*Abstained: 2 (A.G. Belova; A.N. Grom).*

*The votes of members of the Board of Directors of the Kostenets I.A., as the person interested in the fulfillment of such transactions (Kostenets I.A. is a member of the Board of Directors of JSC "Insurance Company" ZHASO").*

*2.2.7. Concerning the approval of execution of supplementary agreement No. 10 to Contract for voluntary health insurance No. MYu-00No.2012-00096/TKd/12/07/0025 dated July 30, 2012, between ZHASO and JSC TransContainer, which is a related party transaction.*

*For:8;*

*Against: none;*

*Abstained: 2 (A.G. Belova; A.N. Grom).*

*The votes of members of the Board of Directors of the Kostenets I.A., as the person interested in the fulfillment of such transactions (Kostenets I.A. is a member of the Board of Directors of JSC "Insurance Company" ZHASO").*

*2.2.8. Concerning the approval of execution of supplementary agreement No. 11 to Contract for voluntary health insurance No. 077MYu-00No.2012-00096/TKd/12/07/0025 dated July 30, 2012, between ZHASO and JSC TransContainer.*

*For:8;*

*Against: none;*

*Abstained: 2 (A.G. Belova; A.N. Grom).*

*The votes of members of the Board of Directors of the Kostenets I.A., as the person interested in the fulfillment of such transactions (Kostenets I.A. is a member of the Board of Directors of JSC "Insurance Company" ZHASO").*

*2.2.9. Concerning the approval of execution of supplementary agreement No. 1 to Contract for voluntary health insurance 077MYu-00No.2013-00199/TKd/13/04/0029 dated April 18, 2013, between INSURANCE COMPANY ZHASO and JSC TransContainer, which is a related party transaction*

*For:8;*

*Against: none;*

*Abstained: 2 (A.G. Belova; A.N. Grom).*

*The votes of members of the Board of Directors of the Kostenets I.A., as the person interested in the fulfillment of such transactions (Kostenets I.A. is a member of the Board of Directors of JSC*

*"Insurance Company" ZHASO").*

*2.2.10. Concerning the approval of execution of supplementary agreement No. 2 to Contract for voluntary health insurance 077MYu-00No.2013-00199/TKd/13/04/0029 dated April 18, 2013, between INSURANCE COMPANY ZHASO and JSC TransContainer, which is a related party transaction.*

*For:8;*

*Against: none;*

*Abstained: 2 (A.G. Belova; A.N. Grom).*

*The votes of members of the Board of Directors of the Kostenets I.A., as the person interested in the fulfillment of such transactions (Kostenets I.A. is a member of the Board of Directors of JSC "Insurance Company" ZHASO").*

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

2.3.1.

*1. The limit on accounts receivable under the Contract shall be RUB 40 (forty) million.*

*2. The execution of Supplementary Agreement No. 2 to Freight Forwarding Agreement No. TsKP-426138 dated July 11, 2012, between JSC TransContainer and GEFCO LLC, which is a related party transaction, shall be approved upon the following terms and conditions:*

*Parties to the supplementary agreement: JSC TransContainer - Freight Forwarder and GEFCO LLC – Customer.*

*Subject matter of the supplementary agreement:*

*1. Paragraph 3.2 of the Contract shall be amended to read as follows:*

*“3.2. The Customer under the Statement of Services Rendered shall pay the fee for freight forwarding services within 30 (thirty) calendar days of the date of the Statement of Services Rendered. If the amount of the orders agreed upon by and between the Parties yet not paid by the Customer during the reporting month exceeds RUB 40 (forty) million, the Customer against the invoices issued by the Freight Forwarder shall make prepayment for freight forwarding services not later than 3 (three) business days prior to the beginning of forwarding in the amount of such excess.*

*The Parties may agree upon a different settlement procedure concerning the payment method and terms in the Appendices to the Contract.*

*Within 20 (twenty) calendar days from the expiration of the settlement period, provided that the Statement of Services Rendered is executed upon the terms and conditions of the Contract, the Customer, under the Account Reconciliation Statement prepared as of the final day of the settlement period, shall pay penalties and other expenses incurred by the Freight Forwarder payable under the Contract.”*

*2. Section 4 of the Contract shall be amended by adding paragraph 4.13 to read as follows:*

*“4.13. For delaying the payment (failing to pay by the deadline) and exceeding the amount specified in paragraph 3.2 of the agreement, the Customer shall pay to the Freight Forwarder a penalty of 0.1% of the untimely paid amount for each day of delay against the issued invoice.”*

*Term of the supplementary agreement: the agreement shall come into force upon the execution thereof by the Parties and shall be effective until March 31, 2014.*

2.3.2.

*The subject matter of the transaction shall not change the amount of rent under contract for the sublease of real property No. 5149 dated December 31, 2009, located at: Moscow, ul. Novoryazanskaya, 12.*

*The termination of real property sublease contract No. 5149 dated December 31, 2009, between JSC TransContainer and RZD (Administrative Service Office – branch of RZD), which is a related party transaction, shall be approved upon the following terms and conditions:*

*Parties to the agreement:*

*JSC TransContainer – Sublessee and RZD (Administrative Service Office – branch of RZD) –*

*Lessee.*

*Subject matter of the agreement:*

*Termination of contract for the sublease of real property No. 5149 dated December 31, 2009, located at: Moscow, ul. Novoryazanskaya, 12, as from the date on which the premise is returned to the Lessee.*

*Term of the agreement:*

*The agreement shall come into force upon the execution thereof by the Parties and shall apply to the relationship between the Parties emerging as from the date on which the premise is returned to the Lessee.*

**2.3.3.**

*The price per metal structure from the written-down 5-tonne container shall be RUB 8,058.22 (eight thousand fifty eight) and 22 kopecks, inclusive of 18% VAT of RUB 1,229.22 (one thousand two hundred and twenty nine) and 22 kopecks; the price per metal structure from the written-down 20-feet container shall be RUB 24,061.38 (twenty four thousand and sixty-one) and 38 kopecks, inclusive of 18% VAT of RUB 3,670.38 (three thousand six hundred and seventy) and 38 kopecks; the price of cargo-handling operations shall be RUB 5,364.28 (five thousand three hundred and sixty-four) and 28 kopecks, inclusive of 18% VAT of RUB 818.28 (eight hundred and eighteen) and 28 kopecks.*

*The execution of the purchase and sale contract between RZD (Oktyabrskaya Railway – branch of RZD) and JSC TransContainer (Oktyabrsky Branch), which is a related party transaction, shall be approved upon the following terms and conditions:*

*Parties to the contract: RZD (Oktyabrskaya Railway – branch of RZD) – “Buyer” and JSC TransContainer (Oktyabrsky Branch) – “Supplier.”*

*Subject matter of the contract: Supply of 6 (six) metal structures from the written-down 5-tonne containers and 5 (five) metal structures from the written-down twenty-feet containers and the performance of cargo-handling operations.*

*Contract price: RUB 174,020.50 (one hundred seventy four thousand and twenty) and 50 kopecks, inclusive of 18% VAT of RUB 26,545.50 kopecks (twenty-six thousand five hundred and forty-five) and 50 kopecks.*

*Term of the contract: the Contract shall come into force upon the execution thereof and shall be effective until the complete performance by the Parties of their respective obligations.*

**2.3.4.**

*The amount of total insurance premium under the Contract may not exceed RUB 400,000.*

*2. The execution of the Contract for voluntary health insurance against the employees’ accidents and diseases between INSURANCE COMPANY ZHASO and JSC TransContainer, which is a related party transaction, shall be approved upon the following terms and conditions:*

*Parties to the contract: JSC TransContainer (Insurant), INSURANCE COMPANY ZHASO (Insurer).*

*Subject matter of the contract:*

*The Insurer based on the application of the Insurant (Appendix 2 to this Contract) shall assume the obligations for protecting the property interests of the Insured Persons related to the risk of damage to the life and health of the Insured Persons.*

*The Insured Persons – employees of the Centre for the Transport of Goods in Containers (TransContainer) Joint-Stock Company as specified in the List of Subdivisions and the List of the Insured Persons.*

*The total insurance premium may not exceed: RUB 400,000.*

*Term of the contract: the Contract shall be executed for the period of 12 months and shall be effective from 00:00, August 1, 2013, to 24:00, July 31, 2014.*

*Additional terms and conditions:*

*If the number of the Insured Persons changes, the Insurant shall give to the Insurer written notice prepared in accordance with subparagraph 6.1.2 of this Contract and signed by the duly*

*authorized person, and the Insurer shall recalculate the insurance premium and issue to the Insurant the relevant invoice, with the recalculation of the insurance premium, signed by the duly authorized person, appended thereto, within 10 (ten) business days of the day of notice receipt.*

*The amount of the refundable insurance premium shall be returned to the Insurant's settlement account within 30 (thirty) banking days of the day of receipt by the Insurer of written notice from the Insurant specified in this paragraph of the Contract.*

#### **2.3.5.**

*The amount of total insurance premium under the Contract may not exceed RUB 51,743,317. The execution of the Contract for voluntary health insurance between INSURANCE COMPANY ZHASO and JSC TransContainer, which is a related party transaction, shall be approved upon the following terms and conditions:*

*Parties to the contract: JSC TransContainer (Insurant), INSURANCE COMPANY ZHASO (Insurer).*

*Subject matter of the contract: The subject matter of this contract shall be the responsibility of the Insurant to pay insurance premium in the amount, in accordance with the procedure and within the time limits as specified in this contract and the responsibility of the Insurer to pay in the event of loss for the health and other services provided to the Insured Persons in accordance with the Program of Voluntary Health Insurance at Healthcare Organizations agreed upon by and between the Parties.*

*Contract price, as of June 20, 2013, shall be RUB 47,039,379.00 and may be subject to change in the event of changes in the number of insured employees, insurance programs, etc.*

*The total insurance premium may not exceed: RUB 51,743,317.*

*Term of the contract: the Contract shall be executed for the period of 12 months and shall be effective from 00:00 of August 1, 2013, to 24:00 of July 31, 2014.*

*Additional terms and conditions:*

*If the number of the Insured Persons changes, the Insurant shall give to the Insurer written notice prepared in accordance with subparagraph 4.1.5 of this Contract and signed by the duly authorized person, and the Insurer shall recalculate the insurance premium and issue to the Insurant the relevant invoice, with the recalculation of the insurance premium, signed by the duly authorized person, appended thereto, within 10 (ten) business days of the day of notice receipt.*

*The amount of the refundable insurance premium may be considered in subsequent mutual settlements between the Parties under this Contract or returned to the Insurant's settlement account within 30 (thirty) banking days of the day of receipt by the Insurer of written notice from the Insurant specified in this paragraph of the Contract.*

*Any changes in the list of health services or healthcare organizations, changes in the Insurance Option under this Contract shall be documented by the Parties through the execution of the relevant supplementary agreement to the Contract.*

#### **2.3.6.**

*1. In conformity with the subject matter of supplementary agreement No. 3 the amount of total insurance premium under Contract for voluntary insurance against accidents and diseases No. 035-NSBYu/12/TKd/12/07/0023 dated July 25, 2012, shall be RUB 305,400 (three hundred five thousand four hundred) and 75 kopecks and the total amount insured shall be RUB 339,150,000 (three hundred thirty-nine million one hundred fifty thousand) and 00 kopecks.*

*2. The execution of supplementary agreement No. 3 to Contract for voluntary insurance against accidents and diseases No. 035-NSBYu/12/TKd/12/07/0023 dated July 25, 2012, between ZHASO and JSC TransContainer, which is a related party transaction, shall be approved upon the following terms and conditions:*

*Parties to the Supplementary Agreement: JSC TransContainer (Insurant), ZHASO (Insurer).*

*Subject matter of the Supplementary Agreement:*

1. 15 (fifteen) people shall be included in the List of the Insured Persons (Appendix 4 to the Contract), 14 (fourteen) people shall be removed from the List of the Insured Persons. The total number of the Insured Persons under the Contract shall increase by One (1) person to 1,995 (one thousand nine hundred and ninety-five) people.

The total amount insured under the Contract shall increase by RUB 170,000 (one hundred seventy thousand) and 00 kopecks to RUB 339,150,000 (three hundred thirty-nine million one hundred fifty thousand) and 00 kopecks.

The total insurance premium under the Contract shall increase by RUB 38 (thirty-eight) and 25 kopecks to RUB 305,400 (three hundred five thousand four hundred) and 75 kopecks.

2. Paragraph 1.2 of the Contract shall be amended to read as follows:

“1.2. The number of the Insured Persons shall be 1,995 people as specified in the appended List of the Insured Persons (Appendix 4 to this Contract).”

3. Paragraph 3.1 of the Contract shall be amended to read as follows:

“3.1. The total amount insured shall be RUB 339,150,000 (three hundred thirty-nine million one hundred fifty thousand) and 00 kopecks.”

4. Paragraph 3.3 of the Contract shall be amended to read as follows:

“3.3. The total insurance premium shall be RUB 305,400 (three hundred five thousand four hundred) and 75 kopecks.”

5. The additional insurance premium shall be RUB 38 (thirty-eight) and 25 kopecks and shall be payable by the Insurant to the Insurer's settlement account on or prior to June 20, 2013.

6. “The List of the Persons Removed from the List of the Insured Persons and Included in the List of the Insured Persons, prepared using the form provided in Appendix 5 to the Contract, shall be amended to read in conformity with Appendix 2 to this Agreement.”

7. This agreement shall come into force upon the execution hereof by the Parties and shall be incorporated in and made part of the Contract.

Price of the supplementary agreement: the amount of the insurance premium under the Agreement shall be RUB 305,400 (three hundred five thousand four hundred) and 75 kopecks.”

The amount insured: RUB 339,150,000 (three hundred thirty-nine million one hundred fifty thousand) and 00 kopecks.”

Term of the Supplementary Agreement:

This agreement shall come into force upon the execution hereof by the Parties and shall be incorporated in and made part of the Contract.

2.3.7.

1. In conformity with the subject matter of supplementary agreement No. 10 the amount of total insurance premium under Contract for voluntary health insurance No. MYu-00No.2012-00096/TKd/12/07/0025 dated July 30, 2012, shall be RUB 49,972,264 (forty-nine million nine hundred seventy-two thousand two hundred and sixty-four) and 44 kopecks and the total amount insured shall be RUB 11,632,760,860 (eleven billion six hundred thirty-two million seven hundred sixty thousand eight hundred and sixty) and 00 kopecks.

1. The execution of supplementary agreement No. 10 to Contract for voluntary health insurance No. MYu-00No.2012-00096/TKd/12/07/0025 dated July 30, 2012, between ZHASO and JSC TransContainer, which is a related party transaction, shall be approved upon the following terms and conditions:

Parties to the Supplementary Agreement: JSC TransContainer (Insurant), ZHASO (Insurer).

Subject matter of the Supplementary Agreement:

1. 15 (fifteen) people shall be included in the List of the Insured Persons by Subdivision (Appendix 5 to the Contract), 36 (thirty-six) people shall be early removed from the List of the Insured Persons by Subdivision.

The total number of the Insured Persons under the Contract shall decrease by 21 (twenty-one) people.

The total insurance premium under the Contract shall decrease by RUB 18,406 (eighteen thousand four hundred and six) and 03 kopecks.

*The total amount insured under the Contract shall decrease by RUB 24,799,570 (twenty-four million seven hundred ninety-nine thousand five hundred and seventy) and 00 kopecks.*

*2. Paragraph 1.2 of the agreement shall be amended to read as follows:*

*“1.2. The total number of the Insured Persons shall be 5,021 (five thousand and twenty-one) people as specified in the List of the Insured Persons by Subdivision (Appendix 5 to this Contract), specifically by Insurance Option:*

<i>Insurance Option</i>	<i>Number of People</i>
<i>Insurance Option No. 1.1 (VIP-Moscow)</i>	<i>26</i>
<i>Insurance Option No. 1.2 (VIP-Moscow Railway+KRD-1)</i>	<i>2</i>
<i>Insurance Option No. 1.3 (Standard-Moscow)</i>	<i>437</i>
<i>Insurance Option No. 1.4 (Standard-KRD-1 Moscow)</i>	<i>59</i>
<i>Insurance Option No. 1.5 (Standard-Moscow Branch)</i>	<i>273</i>
<i>Insurance Option No. 1.6 (Standard-Moscow Branch, outpatient clinic of the Ministry of Agriculture of the Russian Federation)</i>	<i>117</i>
<i>Insurance Option No. 2.1 (VIP-Southeastern Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.1 (VIP-Sverdlovsk Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.2 (VIP-East Siberian Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.3 (VIP-Gorkovsky Branch, Shakhunia)</i>	<i>1</i>
<i>Insurance Option No. 2.1.4 (VIP-West Siberian Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.5 (VIP-North Caucasian Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.6 (VIP-Kuibyshevsky Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.7 (VIP-Oktyabrsky Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.8 (VIP-Privolzhsk Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.9 (VIP-Far Eastern Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.10 (VIP-South Urals Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.11 (VIP-Transbaikal Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.12 (VIP-Northern Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.2 (Standard-Oktyabrsky Branch, including Калининград)</i>	<i>429</i>
<i>Insurance Option No. 2.2.1 (Standard-Gorkovsky Branch)</i>	<i>283</i>
<i>Insurance Option No. 2.2.2 (Standard-Northern Branch)</i>	<i>123</i>
<i>Insurance Option No. 2.2.3 (Standard-North Caucasian Branch)</i>	<i>366</i>
<i>Insurance Option No. 2.2.4 (Standard-Southeastern Branch)</i>	<i>148</i>
<i>Insurance Option No. 2.2.5 (Standard-Privolzhsk Branch)</i>	<i>130</i>
<i>Insurance Option No. 2.2.6 (Standard-Kuibyshevsky Branch)</i>	<i>221</i>
<i>Insurance Option No. 2.2.7 (Standard-Sverdlovsk Branch)</i>	<i>430</i>
<i>Insurance Option No. 2.2.8 (Standard-South Urals Branch)</i>	<i>291</i>
<i>Insurance Option No. 2.2.9 (Standard-West Siberian Branch)</i>	<i>640</i>
<i>Insurance Option No. 2.2.10 (Standard-Krasnoyarsk Branch)</i>	<i>150</i>
<i>Insurance Option No. 2.2.11 (Standard-East Siberian Branch)</i>	<i>164</i>
<i>Insurance Option No. 2.2.12 (Standard-Transbaikal Branch)</i>	<i>321</i>
<i>Insurance Option No. 2.2.13 (Standard-Far Eastern Branch, including Sakhalin)</i>	<i>319</i>
<i>Insurance Option No. 2.2.14 (Standard-KRD-2.)</i>	<i>79</i>

*The form of the appended lists shall be as provided in Appendix 4 to this Contract.”*

*3. Paragraph 3.2 of the agreement shall be amended to read as follows:*

*“3.2. The total amount insured under this Agreement shall be RUB 11,63,760,860 (eleven billion six hundred thirty-two million seven hundred sixty thousand eight hundred and sixty) and 00 kopecks.”*

*4. Paragraph 3.3 of the agreement shall be amended to read as follows:*

*“3.3. The total insurance premium under this Agreement shall be RUB 49,972,264 (forty-nine million nine hundred seventy-two thousand two hundred and sixty-four) and 44 kopecks and shall be payable by the Insurant in installments in the following sequence:*

- the first insurance contribution of RUB 4,178,034 (four million one hundred seventy-eight thousand thirty-four) and 00 kopecks on or prior to August 30, 2012;*
- the second insurance contribution of RUB 4,179,159 (four million one hundred seventy-nine thousand one hundred and fifty-nine) and 91 kopecks on or prior to September 30, 2012;*
- the third insurance contribution of RUB 4,169,953 (four million one hundred sixty-nine thousand nine hundred and fifty-three) and 53 kopecks on or prior to October 30, 2012;*
- the fourth insurance contribution of RUB 4,164,727 (four million one hundred sixty-four thousand seven hundred and twenty-seven) and 72 kopecks on or prior to November 30, 2012;*
- the fifth insurance contribution of RUB 4,178,906 (four million one hundred seventy-eight thousand nine hundred and six) and 80 kopecks on or prior to December 30, 2012;*
- the sixth insurance contribution of RUB 4,155,087 (four million one hundred fifty-five thousand and eighty-seven) and 14 kopecks on or prior to January 30, 2013;*
- the seventh insurance contribution of RUB 4,150,596 (four million one hundred fifty-thousand five hundred and ninety-six) and 19 kopecks on or prior to February 28, 2013;*
- the eighth insurance contribution of RUB 4,150,596 (four million one hundred fifty thousand five hundred and ninety-six) and 19 kopecks on or prior to March 30, 2013;*
- the ninth insurance contribution of RUB 4,163,782 (four million one hundred sixty-three thousand seven hundred and eighty-two) and 36 kopecks on or prior to April 30, 2013;*
- the tenth insurance contribution of RUB 4,166,608 (four million one hundred sixty-six thousand six hundred and eight) and 88 kopecks on or prior to May 30, 2013;*
- the eleventh insurance contribution of RUB 4,157,405 (four million one hundred fifty-seven thousand four hundred and five) and 86 kopecks on or prior to June 30, 2013;*
- the twelfth insurance contribution of RUB 4,157,405 (four million one hundred fifty-seven thousand four hundred and five) and 86 kopecks on or prior to July 30, 2013.”*

*5. Appendix 5 to the Contract shall be amended to read as provided in Appendix 1 to this Agreement.*

*6. “The List of newly recruited and dismissed individuals (removed from the List of the Insured Persons and included in the List of the Insured Persons), prepared using the form provided in Appendix 6 to the Contract, shall be amended to read as provided in Appendix 2 to this Agreement.”*

*7. The remaining terms and conditions of the Contract shall remain unamended and the Parties confirm their respective obligations with respect to such terms and conditions.*

*8. This Agreement shall come into force as from 00:00, May 30, 2013.*

*Price of the supplementary agreement: the amount of the insurance premium under the Contract shall be RUB 49,972 264 (Forty nine million nine hundred seventy-two thousand two hundred and sixty-four) and 44 kopecks.*

*The amount insured: 11,632,760,860 (eleven billion six hundred thirty-two million seven hundred sixty thousand eight hundred and sixty) and 00 kopecks.”*

*Term of the Supplementary Agreement: This Supplementary Agreement shall come into force as from 00:00, May 30, 2013, and shall be incorporated in and made part of the contract.*

*2.3.8.*

*1. In conformity with the subject matter of supplementary agreement No. 11 the amount of total insurance premium under the Contract for voluntary health insurance No. 077MYu-00No.2012-*



00096/TKd/12/07/0025 dated July 30, 2012, shall be RUB 49,961,190.02 and the total amount insured shall be RUB 11,610,378,960.

2. The execution of supplementary agreement No. 11 to Contract for voluntary health insurance No. 077MYu-00No.2012-00096/TKd/12/07/0025 dated July 30, 2012, between ZHASO and JSC TransContainer, which is a related party transaction, shall be approved upon the following terms and conditions:

**Parties to the Supplementary Agreement: JSC TransContainer (Insurant), ZHASO (Insurer).**

**Subject matter of the Supplementary Agreement:**

1. One (1) person shall be included in the List of the Insured Persons by Subdivision (Appendix 5 to the Contract), 12 (twelve) people shall be early removed from the List of the Insured Persons by Subdivision.

The total number of the Insured Persons under the Contract shall decrease by 11 (eleven) people. The total insurance premium under the Contract shall decrease by RUB 11,074 (eleven thousand seventy-four) and 42 kopecks.

The total amount insured under the Contract shall decrease by RUB 22,381,900 (twenty-two million three hundred eighty-one thousand nine hundred) and 00 kopecks.

2. Paragraph 1.2 of the agreement shall be amended to read as follows:

“1.2. The total number of the Insured Persons shall be 5,010 (five thousand ten) people as specified in the List of the Insured Persons by Subdivision (Appendix 5 to this Contract), specifically by Insurance Option:

<i>Insurance Option</i>	<i>Number of People</i>
<i>Insurance Option No. 1.1 (VIP-Moscow)</i>	<i>26</i>
<i>Insurance Option No. 1.2 (VIP-Moscow Railway+KRD-1)</i>	<i>2</i>
<i>Insurance Option No. 1.3 (Standard-Moscow)</i>	<i>437</i>
<i>Insurance Option No. 1.4 (Standard-KRD-1 Moscow)</i>	<i>59</i>
<i>Insurance Option No. 1.5 (Standard-Moscow Branch)</i>	<i>274</i>
<i>Insurance Option No. 1.6 (Standard-Moscow Branch, outpatient clinic of the Ministry of Agriculture of the Russian Federation)</i>	<i>116</i>
<i>Insurance Option No. 2.1 (VIP-Southeastern Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.1 (VIP-Sverdlovsk Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.2 (VIP-East Siberian Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.3 (VIP-Gorkovsky Branch, Shakhunia)</i>	<i>1</i>
<i>Insurance Option No. 2.1.4 (VIP-West Siberian Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.5 (VIP-North Caucasian Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.6 (VIP-Kuibyshevsky Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.7 (VIP-Oktyabrsky Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.8 (VIP-Privolzhsk Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.9 (VIP-Far Eastern Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.10 (VIP-South Urals Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.11 (VIP-Transbaikal Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.1.12 (VIP-Northern Branch)</i>	<i>1</i>
<i>Insurance Option No. 2.2 (Standard-Oktyabrsky Branch, including Калининград)</i>	<i>428</i>
<i>Insurance Option No. 2.2.1 (Standard-Gorkovsky Branch)</i>	<i>283</i>
<i>Insurance Option No. 2.2.2 (Standard-Northern Branch)</i>	<i>122</i>
<i>Insurance Option No. 2.2.3 (Standard-North Caucasian Branch)</i>	<i>364</i>
<i>Insurance Option No. 2.2.4 (Standard-Southeastern Branch)</i>	<i>145</i>
<i>Insurance Option No. 2.2.5 (Standard-Privolzhsk Branch)</i>	<i>130</i>

<i>Insurance Option No. 2.2.6 (Standard-Kuibyshevsky Branch)</i>	<i>222</i>
<i>Insurance Option No. 2.2.7 (Standard-Sverdlovsk Branch)</i>	<i>426</i>
<i>Insurance Option No. 2.2.8 (Standard-South Urals Branch)</i>	<i>291</i>
<i>Insurance Option No. 2.2.9 (Standard-West Siberian Branch)</i>	<i>640</i>
<i>Insurance Option No. 2.2.10 (Standard-Krasnoyarsk Branch)</i>	<i>150</i>
<i>Insurance Option No. 2.2.11 (Standard-East Siberian Branch)</i>	<i>164</i>
<i>Insurance Option No. 2.2.12 (Standard-Transbaikal Branch)</i>	<i>320</i>
<i>Insurance Option No. 2.2.13 (Standard-Far Eastern Branch, including Sakhalin)</i>	<i>319</i>
<i>Insurance Option No. 2.2.14 (Standard-KRD-2.)</i>	<i>79</i>

*The form of the appended lists shall be as provided in Appendix 4 to this Contract.”*

*3. Paragraph 3.2 of the agreement shall be amended to read as follows:*

*“3.2. The total amount insured under this Agreement shall be RUB 11,610,378,960 (Eleven billion six hundred ten million three hundred seventy-eight thousand nine hundred and sixty and 00 kopecks.”*

*4. Paragraph 3.3 of the Contract shall be amended to read as follows:*

*“3.3. The total insurance premium under this Contract shall be RUB 49,961,190 (forty-nine million nine hundred sixty-one thousand one hundred and ninety) and 02 kopecks and shall be payable by the Insurant in installments in the following sequence:*

- the first insurance contribution of RUB 4,178,034 (four million one hundred seventy-eight thousand thirty-four) and 00 kopecks on or prior to August 30, 2012;*
- the second insurance contribution of RUB 4,179,159 (four million one hundred seventy-nine thousand one hundred and fifty-nine) and 91 kopecks on or prior to September 30, 2012;*
- the third insurance contribution of RUB 4,169,953 (four million one hundred sixty-nine thousand nine hundred and fifty-three) and 53 kopecks on or prior to October 30, 2012;*
- the fourth insurance contribution of RUB 4,164,727 (four million one hundred sixty-four thousand seven hundred and twenty-seven) and 72 kopecks on or prior to November 30, 2012;*
- the fifth insurance contribution of RUB 4,178,906 (four million one hundred seventy-eight thousand nine hundred and six) and 80 kopecks on or prior to December 30, 2012;*
- the sixth insurance contribution of RUB 4,155,087 (four million one hundred fifty-five thousand eighty-seven) and 14 kopecks on or prior to January 30, 2013;*
- the seventh insurance contribution of RUB 4,150,596 (four million one hundred fifty thousand five hundred and ninety-six) and 19 kopecks on or prior to February 28, 2013;*
- the eighth insurance contribution of RUB 4,150,596 (four million one hundred fifty thousand five hundred and ninety-six) and 19 kopecks on or prior to March 30, 2013;*
- the ninth insurance contribution of RUB 4,163,782 (four million one hundred sixty-three thousand seven hundred and eighty-two) and 36 kopecks on or prior to April 30, 2013;*
- the tenth insurance contribution of RUB 4,166,608 (four million one hundred sixty-six thousand six hundred and eight) and 88 kopecks on or prior to May 30, 2013;*
- the eleventh insurance contribution of RUB 4,157,405 (four million one hundred fifty-seven thousand four hundred and five) and 86 kopecks on or prior to June 30, 2013;*
- the twelfth insurance contribution of RUB 4,146,331 (four million one hundred forty-six thousand three hundred and thirty-one) and 44 kopecks on or prior to July 30, 2013.”*

*5. Appendix 3 to the Contract shall be amended to read as provided in Appendix 3 to the Agreement.*

*6. Appendix 5 to the Contract shall be amended to read as provided in Appendix 1 to the Agreement.*

*7. “The List of newly recruited and dismissed individuals (removed from the List of the Insured Persons and included in the List of the Insured Persons), prepared using the form provided in Appendix 6 to the Contract, shall be amended to read as provided in Appendix 2 to this Agreement.”*

8. *The remaining terms and conditions of the Contract shall remain unamended and the Parties confirm their respective obligations with respect to such terms and conditions.*

*Price of the supplementary agreement: the amount of the insurance premium under the Agreement shall be RUB 49,961,190.*

*The amount insured: 11,610,378,960 (eleven billion six hundred ten million three hundred seventy-eight thousand nine hundred and sixty) and 00 kopecks.”*

*Term of the Supplementary Agreement:*

*The Supplementary Agreement shall come into force as from 00:00, June 20, 2013, and shall be incorporated in and made part of the contract.*

### **2.3.9.**

*In conformity with the subject matter of supplementary agreement No. 1 the amount of total insurance premium under Contract for voluntary health insurance 077MYu-00No.2013-00199/TKd/13/04/0029 dated April 18, 2013, shall be RUB 1,020,702 (one million twenty thousand seven hundred and two) and 24 kopecks and the total amount insured shall be RUB 47,883,440 (forty-seven million eight hundred eighty-three thousand four hundred and forty) and 00 kopecks.*

*The execution of supplementary agreement No. 1 to Contract for voluntary health insurance No. 077MYu-00No.2013-00199/TKd/13/04/0029 dated April 18, 2013, between ZHASO and JSC TransContainer, which is a related party transaction, shall be approved upon the following terms and conditions:*

*Parties to the Supplementary Agreement: JSC TransContainer (Insurant), ZHASO (Insurer).*

*Subject matter of the Supplementary Agreement:*

*1. Two (2) people, specified in the List of Children of the Newly Recruited and Dismissed Individuals (Removed from the List of the Insured Persons and Included in the List of the Insured Persons) (Appendix 1 to this Agreement), shall be included in the List of the Insured (Appendix 4 to the Contract) and one (1) person shall be early removed from the List of the Insured Persons.*

*The total number of the Insured Persons under the Contract shall increase by One (1) person.*

*The total insurance premium under the Contract shall decrease by RUB 23,507 (twenty-three thousand five hundred and seven) and 76 kopecks.*

*The total amount insured under the Contract shall increase by RUB 856,290 (eight hundred fifty-six thousand two hundred and ninety) and 00 kopecks.*

*2. Paragraph 1.2 of the Contract shall be amended to read as follows:*

*“1.2. The total number of the Insured Persons shall be 33 (thirty three) people as specified in the List of the Insured Persons (Appendix 4 to this Contract), namely:*

<i>Insurance Option</i>	<i>Number of People</i>
<i>Insurance Option No. 1.1.</i>	<i>1</i>
<i>Insurance Option No. 1.2.</i>	<i>3</i>
<i>Insurance Option No. 2.1.</i>	<i>2</i>
<i>Insurance Option No. 2.2.</i>	<i>2</i>
<i>Insurance Option No. 3.1.</i>	<i>1</i>
<i>Insurance Option No. 3.2.</i>	<i>5</i>
<i>Insurance Option No. 3.3.</i>	<i>1</i>
<i>Insurance Option No. 3.4.</i>	<i>2</i>
<i>Insurance Option No. 4.1.</i>	<i>8</i>
<i>Insurance Option No. 4.2.</i>	<i>2</i>
<i>Insurance Option No. 4.3.</i>	<i>2</i>
<i>Insurance Option No. 4.4.</i>	<i>2</i>
<i>Insurance Option No. 5.1.</i>	<i>1</i>

*3. Paragraph 3.2 of the Contract shall be amended to read as follows:*

*“3.2. The total amount insured under this Contract shall be RUB 47,883,440 (Forty-seven million eight hundred eighty-three thousand four hundred and forty) and 00 kopecks.”*

*4. Paragraph 3.3 of the agreement shall be amended to read as follows:*

*“3.3. The total insurance premium under this Contract shall be RUB 1,020,702 (one million twenty thousand seven hundred and two) and 24 kopecks and shall be payable by the Insurant in installments in the following sequence:*

*- the first insurance contribution of RUB 87,017 (eighty-seven thousand and seventeen) and 50 kopecks on or prior to April 30, 2013;*

*- the second insurance contribution of RUB 87,017 (eighty-seven thousand and seventeen) and 50 kopecks on or prior to May 30, 2013;*

*- the third insurance contribution of RUB 84,666 (eighty-four thousand six hundred and sixty-six) and 76 kopecks on or prior to June 30, 2013;*

*- the fourth insurance contribution of RUB 84,666 (eighty-four thousand six hundred and sixty-six) and 72 kopecks on or prior to July 30, 2013;*

*- the fifth insurance contribution of RUB 84,666 (eighty-four thousand six hundred and sixty-six) and 72 kopecks on or prior to August 30, 2013;*

*- the sixth insurance contribution of RUB 84,666 (eighty-four thousand six hundred and sixty-six) and 72 kopecks on or prior to September 30, 2013;*

*- the seventh insurance contribution of RUB 84,666 (eighty-four thousand six hundred and sixty-six) and 72 kopecks on or prior to October 30, 2013;*

*- the eighth insurance contribution of RUB 84,666 (eighty-four thousand six hundred and sixty-six) and 72 kopecks on or prior to November 30, 2013;*

*- the ninth insurance contribution of RUB 84,666 (eighty-four thousand six hundred and sixty-six) and 72 kopecks on or prior to December 30, 2013;*

*- the tenth insurance contribution of RUB 84,666 (eighty-four thousand six hundred and sixty-six) and 72 kopecks on or prior to January 30, 2014;*

*- the eleventh insurance contribution of RUB 84,666 (eighty-four thousand six hundred and sixty-six) and 72 kopecks on or prior to February 28, 2014;*

*- the twelfth insurance contribution of RUB 84,666 (eighty-four thousand six hundred and sixty-six) and 72 kopecks on or prior to March 30, 2014.”*

*5. The List of the Insured Persons (Appendix 4 to the Contract) shall be amended to read as provided in Appendix 2 to this Agreement.*

*6. The List of Children of the Newly Recruited and Dismissed Individuals (Removed from the List of the Insured Persons and Included in the List of the Insured Persons), prepared using the form provided in Appendix 5 to the Contract, shall be amended to read as provided in Appendix 1 to this Agreement.*

*7. Paragraph 5 of section of the Contract entitled “Appendices” shall be amended to read as follows:*

*“5. The form of the List of Children of the Newly Recruited and Dismissed Individuals (Removed from the List of the Insured Persons and Included in the List of the Insured Persons).”*

*8. The remaining terms and conditions of the Contract shall remain unamended and the Parties confirm their respective obligations with respect to such terms and conditions.*

*9. This agreement shall come into force as from 00:00, June 1, 2013.*

*Price of the supplementary agreement: the amount of the insurance premium under the Contract shall be RUB 1,020,702 (One million twenty thousand seven hundred and two) and 24 kopecks.*

*The amount insured: 47,883,440 (forty-seven million eight hundred eighty-three thousand four hundred and forty) and 00 kopecks.*

*Term of the Supplementary Agreement:*

*The Supplementary Agreement shall come into force as from 00:00, June 1, 2013, and shall be incorporated in and made part of the contract.*

**2.3.10.**

*In conformity with the subject matter of supplementary agreement No. 2 the amount of total insurance premium under Contract Agreement for voluntary health insurance No. 077MYu-00No.2013-00199/TKd/13/04/0029 dated April 18, 2013, shall be RUB 1,030,902 (one million thirty thousand nine hundred and two) and 78 kopecks and the total amount insured shall be RUB 48,360,780 (forty-eight million three hundred sixty thousand seven hundred and eighty) and 00 kopecks.*

*The execution of supplementary agreement No. 2 to Contract for voluntary health insurance No. 077MYu-00No.2013-00199/TKd/13/04/0029 dated April 18, 2013, between ZHASO and JSC TransContainer, which is a related party transaction, shall be approved upon the following terms and conditions:*

*Parties to the Supplementary Agreement: JSC TransContainer (Insurant), ZHASO (Insurer).*

*Subject matter of the Supplementary Agreement:*

*1. The List of the Insured Persons (Appendix 4 to the Contract) shall be amended in conformity with Appendix 1 to this Supplementary Agreement.*

*The total insurance premium under the Contract shall increase by RUB 10,200 (ten thousand two hundred) and 54 kopecks.*

*The total amount insured under the Contract shall increase by RUB 477,340 (four hundred seventy-seven thousand three hundred and forty) and 00 kopecks.*

*2. Paragraph 1.2 of the Contract shall be amended to read as follows:*

*“1.2. The total number of the Insured Persons shall be RUB 33 (thirty three) people as specified in the List of the Insured Persons (Appendix 4 to this Contract), namely:*

<i>Insurance Option</i>	<i>Number of People</i>
<i>Insurance Option No. 1.1.</i>	<i>0</i>
<i>Insurance Option No. 1.2.</i>	<i>4</i>
<i>Insurance Option No. 2.1.</i>	<i>2</i>
<i>Insurance Option No. 2.2.</i>	<i>2</i>
<i>Insurance Option No. 3.1.</i>	<i>1</i>
<i>Insurance Option No. 3.2.</i>	<i>5</i>
<i>Insurance Option No. 3.3.</i>	<i>1</i>
<i>Insurance Option No. 3.4.</i>	<i>2</i>
<i>Insurance Option No. 4.1.</i>	<i>8</i>
<i>Insurance Option No. 4.2.</i>	<i>2</i>
<i>Insurance Option No. 4.3.</i>	<i>2</i>
<i>Insurance Option No. 4.4.</i>	<i>2</i>
<i>Insurance Option No. 5.1.</i>	<i>1</i>
<i>Insurance Option No. 5.2.</i>	<i>1</i>

*3. Paragraph 3.2 of the Contract shall be amended to read as follows:*

*“3.2. The total amount insured under this Contract shall be RUB 48,360,780 (forty-eight million three hundred sixty thousand seven hundred and eighty) and 00 kopecks.”*

*4. Paragraph 3.3 of the Contract shall be amended to read as follows:*

*“3.3. The total insurance premium under this Contract shall be RUB 1,030,902 (one million thirty thousand nine hundred and two) and 78 kopecks and shall be payable by the Insurant in installments in the following sequence:*

*- the first insurance contribution of RUB 87,017 (eighty-seven thousand seventeen) and 50 kopecks on or prior to April 30, 2013;*

*- the second insurance contribution of RUB 87,017 (eighty-seven thousand seventeen) and 50 kopecks on or prior to May 30, 2013;*

*- the third insurance contribution of RUB 84,666 (eighty-four thousand six hundred and sixty-six) and 76 kopecks on or prior to June 30, 2013;*

*- the fourth insurance contribution of RUB 85,800 (eighty-five thousand eight hundred) and 14*

- kopecks on or prior to July 30, 2013;*
- the fifth insurance contribution of RUB 85,800 (eighty-five thousand eight hundred) and 11 kopecks on or prior to August 30, 2013;*
- the sixth insurance contribution of RUB 85,800 (eighty-five thousand eight hundred) and 11 kopecks on or prior to September 30, 2013;*
- the seventh insurance contribution of RUB 85,800 (eighty-five thousand eight hundred) and 11 kopecks on or prior to October 30, 2013;*
- the eighth insurance contribution of RUB 85,800 (eighty-five thousand eight hundred) and 11 kopecks on or prior to November 30, 2013;*
- the ninth insurance contribution of RUB 85,800 (eighty-five thousand eight hundred) and 11 kopecks on or prior to December 30, 2013;*
- the tenth insurance contribution of RUB 85,800 (eighty-five thousand eight hundred) and 11 kopecks on or prior to January 30, 2014;*
- the eleventh insurance contribution of RUB 85,800 (eighty-five thousand eight hundred) and 11 kopecks on or prior to February 28, 2014;*
- the twelfth insurance contribution of RUB 85,800 (eighty-five thousand eight hundred) and 11 kopecks on or prior to March 30, 2014.”*

*5. The List of the Insured Persons (Appendix 4 to the Contract ) shall be amended to read as provided in Appendix 2 to this Agreement.*

*6. “The List of Children of the Newly Recruited and Dismissed Individuals (Removed from the List of the Insured Persons and Included in the List of the Insured Persons), prepared using the form provided in Appendix 5 to the Contract, shall be amended to read as provided in Appendix 1 to this Agreement.*

*7. The remaining terms and conditions of the Contract shall remain unamended and the Parties confirm their respective obligations with respect to such terms and conditions.*

*8. This agreement shall come into force as from 00:00, August 1, 2013.*

*Price of the supplementary agreement: the amount of the insurance premium under the Agreement shall be RUB 1,030,902 (one million thirty thousand nine hundred and two) and 78 kopecks.*

*The amount insured: 48,360,780 (forty-eight million three hundred sixty thousand seven hundred and eighty) and 00 kopecks.*

*Term of the Supplementary Agreement:*

*The Supplementary Agreement shall come into force as from 00:00, August 1, 2013, and shall be incorporated in and made part of the contract.*

2.4. Date of meeting of the issuer’s board of directors that passed the relevant decisions:  
**17 July 2013.**

2.5. Date and number of minutes of the meeting of the issuer’s board of directors that passed the relevant decisions: **Minutes of 19 July 2013 No. 1.**

3. Signature

3.1. General Director JSC "TransContainer"	_____	P.V. Baskakov
	(signature)	
3.2. Date	Seal	

19 July 2013