

Statement of Material Fact
“Individual decisions made by the Issuer’s Board of Directors”

1. General Information	
1.1. Full corporate name of the issuer	<i>Joint-Stock Company Centre for the Transport of Goods in Containers (TransContainer)</i>
1.2. Short corporate name of the issuer	<i>JSC TransContainer</i>
1.3. Issuer’s registered address	<i>Oruzheyniy Pereulok 19 Moscow, Russian Federation 12504</i>
1.4. Issuer’s Principal State Registration Number (OGRN)	<i>1067746341024</i>
1.5. Issuer’s Taxpayer Identification Number (INN)	<i>7708591995</i>
1.6. Issuer’s unique code assigned by the registration agency	<i>55194-E</i>
1.7. Webpage used by the issuer for disclosure of information	http://www.trcont.ru http://www.e-disclosure.ru/portal/company.aspx?id=11194
2. Contents of the Statement	
<i>Concerning approval of transactions that are classified as related party transactions in accordance with the laws of the Russian Federation</i>	
<p>2.1. The quorum of the meeting of the Issuer’s Board of Directors: <i>11 of 11 members of the Board of Directors of JSC TransContainer participated in the meeting of the Board of Directors. In accordance with Article 68 and 83 of the Federal Law “On Joint-Stock Companies”, the quorum is present and the meeting of the Board of Directors of JSC TransContainer can proceed to business.</i></p>	
<p>2.2. The results of voting on the issues relating to making decisions:</p> <p>2.2.1. Approval of the Agreement for Termination of Property Lease Contract (non-movable property owned by JSC RZD) No. ЦПН/4/А/4055/10/002733 of 05.04.10 between JSC RZD (North Caucasus Railway, a branch of JSC RZD) and JSC TransContainer (North Caucasus Branch). <i>For: 10. Against: 1 (Ivanov P.A.). Abstained: none.</i></p> <p>2.2.2. Approval of the Agreement for Termination of Property Lease Contract (non-movable property owned by JSC RZD) No. НОДЮ-132 of 18.03.08 between JSC RZD (Yaroslavl Distance of civil structures of North Directorate for operation of buildings and structures of North Railway - a branch of JSC RZD) and JSC TransContainer (North Branch). <i>For: 10. Against: 1 (Ivanov P.A.). Abstained: none.</i></p> <p>2.2.3. Approval of the Property Lease Contract (non-movable property) (Ivanovo Region, Ivanovo, st. Tekstilny, bldg. 2A) between JSC TransContainer (North Branch) and JSC RZD (North Directorate for management of terminal and warehouse complex of Central Directorate for management of terminal and warehouse complex - a branch of JSC RZD). <i>For: 10. Against: 1 (Ivanov P.A.). Abstained: none.</i></p> <p>2.2.4. Approval of the Land Lease Contract (parts of a land plot located at the address: Kurgan</p>	

Region, Kurgan, Omskaya str. 177) between JSC RZD (South-Ural Directorate for management of terminal and warehouse complex – structural subdivision of Central Directorate for management of terminal and warehouse complex – a branch of JSC RZD) and JSC TransContainer (South-Ural branch).

For: 10.

Against: 1 (Ivanov P.A.).

Abstained: none.

2.2.5. Approval of the Additional Agreement No. 1 to the Land Plot Sublease Contract (part of a land plot) No. 86/НОДПР 3/626-2010 of 25.05.10 between JSC TransContainer (Sverdlovsk Branch) and JSC RZD (Sverdlovsk Railway, a branch of JSC RZD).

For: 10.

Against: 1 (Ivanov P.A.).

Abstained: none.

2.2.6. Approval of the Additional Agreement No. 1 to the Land Plot Sublease Agreement (part of a land plot) No. 80/НОДПР 3/627-2010 of 25.05.10 between JSC TransContainer (Sverdlovsk Branch) and JSC RZD (Sverdlovsk Railway, a branch of JSC RZD).

For: 10.

Against: 1 (Ivanov P.A.).

Abstained: none.

2.2.7. Approval of the contract between JSC RZD and JSC TransContainer for the provision by JSC TransContainer to JSC RZD of container platforms owned by JSC TransContainer or held by it on some other basis, for special railroad transportations in cars and groups.

For: 8.

Against: none.

Abstained: none.

Members of the Board of Directors Davydov A.Y., Ivanov P.A., Novozhylov Y.V. did not vote in favor of the draft decision.

2.2.8. Approval of the service contract for the provision of places in cable duct system between JSC TransContainer (South-Ural Branch) and JSC RZD (Chelyabinsk Regional Communication Center - structural subdivision of Chelyabinsk Communication Directorate - structural subdivision of Central Communication Station - a branch of JSC RZD).

For: 10.

Against: 1 (Ivanov P.A.).

Abstained: none.

2.2.9. Approval of the communication services contract (intercity and long-distance communication) between JSC TransContainer and CJSC TransTeleCom.

For: 10.

Against: 1 (Ivanov P.A.).

Abstained: none.

2.2.10. Approval of the service contract between JSC TransContainer and JSC Gudok Publishing House.

For: 10.

Against: 1 (Ivanov P.A.).

Abstained: none.

2.2.11. Approval of the contract between JSC TransContainer and CJSC MICEX Stock Exchange

for expert evaluation of securities.

For: 10.

Against: 1 (Ivanov P.A.).

Abstained: none.

2.2.12. Approval of the Amendment Agreement to the Contract for Securities Listing at CJSC MICEX Stock Exchange No. Б-004/13 of 24.01.2013 (inclusion and maintenance of securities in the Quotation List) between JSC TransContainer and CJSC MICEX Stock Exchange.

For: 10.

Against: 1 (Ivanov P.A.).

Abstained: none.

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

2.3.1.

To approve the Agreement for Termination of Property Lease Contract (non-movable property owned by JSC RZD) No. ЦПН/4/А/4055/10/002733 of 05.04.10 between JSC RZD (North Caucasus Railway, a branch of JSC RZD) and JSC TransContainer (North Caucasus Branch). The aforementioned Agreement is an interested-party deal concluded under the following terms:

Parties of the Agreement:

JSC RZD (North Caucasus Railway, a branch of JSC RZD) – the Leaseholder, JSC TransContainer (North Caucasus Branch) – the Tenant.

Subject of the Agreement:

To terminate the Lease Contract №ЦПН/4/А/4055/10/000273 of 05.04.10 for the lease of non-movable property owned by JSC RZD and located at the address: Krasnodar, Central district, Privokzalnaya square 9; the property includes premises – part of office no.2 on the first floor of Krasnodar division head office, the area of premises is 6 m².

Effective term of the Agreement:

The Termination Agreement shall enter into force upon signing by the Parties. It shall apply to the Parties' relations established before the effective date, starting from the date of acceptance (return) act.

2.3.2.

To approve the Agreement for Termination of Property Lease Contract (non-movable property owned by JSC RZD) No. НОДЮ-132 of 18.03.08 between JSC RZD (Yaroslavl Distance of civil structures of North Directorate for operation of buildings and structures of North Railway - a branch of JSC RZD) and JSC TransContainer (North Branch). The aforementioned Agreement is an interested-party deal concluded under the following terms:

Parties of the Agreement:

JSC RZD (Yaroslavl Distance of civil structures of North Directorate for operation of buildings and structures of North Railway – a branch of JSC RZD) – the Leaseholder, JSC TransContainer (North Branch) – the Tenant.

Subject of the Agreement:

Termination of the Lease Contract № НОДЮ-132 of 18.03.08 for the lease of non-movable property owned by JSC RZD and located at the address: Ivanovo, Vokzalnaya square 3; the property includes premises located on the fifth floor of the former branch of the division head office, the area of premises is 39,7 m². The termination date is 15 October 2013.

Effective term of the Agreement:

The Termination Agreement shall enter into force upon signing by the Parties. It shall apply to the Parties' relations established before the effective date, starting from the date of acceptance (return) act.

2.3.3.

1. To establish the annual lease price of RUR 85,394.40 (Eighty-five thousand three hundred ninety-four roubles forty kopecks) inclusive of VAT as of the date of the Contract.

2. To approve the Property Lease Contract (non-movable property) (Ivanovo Region, Ivanovo, st. Tekstilny, bldg. 2A) between JSC TransContainer (North Branch) and JSC RZD (North Directorate for management of terminal and warehouse complex of Central Directorate for management of terminal and warehouse complex – a branch of JSC RZD). The aforementioned Agreement is an interested-party deal concluded under the following terms:

Parties of the Contract: JSC TransContainer (North Branch) – the Tenant and JSC RZD (North Directorate for management of terminal and warehouse complex of Central Directorate for management of terminal and warehouse complex - a branch of JSC RZD) – the Leaseholder.

Subject of the Contract: Lease-based acquisition of office № 2 of 32.2 m² owned by JSC RZD and located at the address: Ivanovo Region, Ivanovo, st. Tekstilny, bldg. 2A, the second floor of area maintenance building on the cargo site (hereinafter – Non-movable property).

The non-movable property is transferred to the Tenant for the purpose of placing the employees.

Price of the Contract: the lease price under the Contract is RUR 85,394.40 (Eighty-five thousand three hundred ninety-four roubles forty kopecks) inclusive of VAT (18%).

Effective term: the Contract shall enter into force upon signing by the Parties and remain effective during 11 months. It shall apply to the Parties' relations established on 1 September 2013.

Other essential terms of the Contract: Should the Tenant continue to use non-movable property after the expiry date of the Contract in the absence of any objections from the Leaseholder, the Lease Contract shall be deemed renewed under the same conditions for an unlimited period.

2.3.4.

1. To establish the monthly lease price of RUR 162,237.60 (One hundred sixty-two thousand two hundred thirty-seven roubles sixty kopecks) inclusive of VAT for parts of a land plot (total area of 11,588.4 m²) located at the address: Kurgan region, Kurgan, Omskaya str. 177.

2. To approve the Land Lease Contract (parts of a land plot located at the address: Kurgan region, Kurgan, Omskaya str. 177) between JSC RZD (South-Ural Directorate for management of terminal and warehouse complex – structural subdivision of Central Directorate for management of terminal and warehouse complex – a branch of JSC RZD) and JSC TransContainer (South-Ural branch). The aforementioned Contract is an interested-party deal concluded under the following terms:

Parties of the Contract:

JSC RZD (South-Ural Directorate for management of terminal and warehouse complex – structural subdivision of Central Directorate for management of terminal and warehouse complex – a branch of JSC RZD) – the Leaseholder and JSC TransContainer (South-Ural Branch) – the Tenant.

Subject of the Contract:

Lease-based acquisition of parts of land plots: № 45:25:030702:74/1 – 34 m², № 45:25:030702:74/4 – 103 m², № 45:25:030702:74/5 – 11,451.40 m², total area of 11,588.40 m², cadastral no. 45:25:030702:74, located at the address: Kurgan region, Kurgan, Omskaya str. 177. The land plot which is partly leased out makes 273,026 m²; the land category – settlement lands; cadastral no. 45:25:030702:74; address – Kurgan region, Kurgan, Omskaya str. 177; permitted use – arrangement of a cargo site.

Lease price:

The lease price is RUR 162,237.60 (One hundred sixty-two thousand two hundred thirty-seven roubles sixty kopecks) inclusive of VAT.

Effective term:

The Contract shall enter into force upon signing by the Parties and remain effective during 11 months. It shall apply to the Parties' relations established on 1 January 2013.

Other essential terms of the Contract:

Should the Tenant continue to use the Plot after the expiry date of the Contract in the absence of any objections from the Leaseholder, the Lease Contract shall be deemed renewed under the same

conditions for an unlimited period.

2.3.5.

1. To establish the annual lease price of RUR 51.14 (Fifty-one roubles 14 kopecks) inclusive of VAT 18% - RUR 7.80 (Seven roubles 80 kopecks) for the part of a land plot of 13,966 m², located at the address: Perm region, Perm, Dzerzhinsky district.

2. To approve the Additional Agreement No. 1 to the Land Plot Sublease Contract (part of a land plot) № 86/НОДПН 3/626-2010 of 25.05.10 between JSC TransContainer (Sverdlovsk Branch) and JSC RZD (Sverdlovsk Railway, a branch of JSC RZD). The aforementioned Additional Agreement is an interested-party deal concluded under the following terms:

Parties of the Additional Agreement:

JSC RZD (Sverdlovsk Railway – a branch of JSC RZD) – the Tenant and JSC TransContainer (Sverdlovsk Branch) – the Subtenant.

Subject of the Additional Agreement:

Clause 1.1 of the Contract shall be amended as follows:

“The Tenant grants and the Subtenant accepts and subleases 5 (Five) parts of a land plot, total area of 13,966 m², located at the address: Perm Territory, Perm, Dzerzhinsky district, Dokuchaeva str. 60 (st. Blochnaya):

- part of a land plot – the area of 7758 m², cadastral no. 59:01:0715069:1/1;
- part of a land plot – the area of 364 m², cadastral no. 59:01:0715069:1/2;
- part of a land plot – the area of 3687 m², cadastral no. 59:01:0715069:1/3;
- part of a land plot – the area of 1014 m², cadastral no. 59:01:0715069:1/4;
- part of a land plot – the area of 1143 m², cadastral no. 59:01:0715069:1/6.

The land plot, parts of which are subleased, has the following characteristics: total area – 275,597 m²; land category – settlement lands; cadastral no. 59:01:0715069:1; address: Perm Territory, Perm, Dzerzhinsky district; permitted use – railroad precinct. Parts of the land plot given on the sublease shall be hereinafter referred to as the Plot.

Boundaries of the Plot are specified in the cadastral passport attached to the present Contract as its integral part.

Clause 1.3 of the Contract shall be amended as follows:

“The Plot is given to the Subtenant for production activity, maintenance and operation of objects owned by the Subtenant.

The Subtenant may not change the purpose of the Plot, reconstruct the existing real estate facilities or construct the new ones without the Tenant’s consent.”

Clause 1.4 of the Contract shall be amended as follows:

“The following real estate facilities owned by the Subtenant are located on the Plot:

- container asphalt-concrete platform № 1 (build. Г12), the coverage of 3,500 m², certificate of state registration of title dated 21.09.2006 № 59 БА 372436, registration entry 59-59-24/166/2006-71 (the facility is located on part of the land plot with the cadastral no. 59:01:0715069:1/1);
- 2-storeyed brick building of the administrative and technical container platform № 1 (build. А5), total area of 62,0 m², certificate of state registration of title dated 12.10.2006 № 59 БА 392397, registration entry 59-59-24/166/2006-68 (the facility is located on part of the land plot with the cadastral no. 59:01:0715069:1/2);
- mechanized platform (build. Г5), the coverage of 15,200.8 m², certificate of state registration of title dated 12.10.2006 № 59 БА 392398, registration entry 59-59-24/166/2006-74 (the facility is located on part of the land plot with the cadastral no. 59:01:0715069:1/3);
- single-storeyed hangar of Kalmar automatic loader (build.А2); the building is made of reinforced concrete blocks and galvanized sheets, total area of 358,4 m², certificate of state registration of title dated 27.03.2008 № 59 БА 0807890, registration entry 59-59-24/060/2007-204 (the facility is located on part of the land plot with the cadastral no. 59:01:0715069:1/3);
- fire tank made of reinforced concrete blocks (build. Г28), the volume of 250 m³, certificate of state registration of title dated 21.09.2006 № 59 БА 372373, registration entry 59-59-24/166/2006-78 (the

facility is located on part of the land plot with the cadastral no. 59:01:0715069:1/4); - trolley power supply system (build. F19), the length of 279 m, certificate of state registration of title dated 27.03.2008 № 59 БА 0807886, registration entry 59-59-24/060/2007-202 (the facility is located on part of the land plot with the cadastral no. 59:01:0715069:1/6)”.

Clause 4.1 of the Contract shall be amended as follows:

“The annual lease price under the present Contract makes RUR 51.14 (Fifty one roubles 14 kopecks) inclusive of VAT 18% – RUR 7.80”.

Clause 5.4.3 of the Contract shall be supplemented with the following paragraph:

“To observe legislative requirements of the Russian Federation on transport security of transport infrastructure and transportation equipment”.

Clause 10.3 of the Contract shall be supplemented with sub-clause 10.3.5 as follows:

“10.3.5. Certificate of Acceptance and Transfer of the land plot”.

Clause 11 of the Contract shall be amended as follows:

“Legal addresses and bank details of the Parties:

Tenant:

JSC “Russian Railways”

Legal address: 107174, Moscow,

Novaya Basmannaya str. 2

INN/KPP 7708503727 / 997650001

Payment details:

Beneficiary: Sverdlovsk Infrastructure

Directorate – structural subdivision of Central

Infrastructure Directorate – a branch of JSC

RZD

Address: 620107, Ekaterinburg, Vokzalnaya

str. 21

INN/KPP 7708503727 / 667845007

Bank: branch office of JSC VTB Bank in

Ekaterinburg

S/a: 407 028 103 002 821 041 27

C/a: 301 018 104 000 000 009 52 in the General

Directorate of Central Bank of the Russian

Federation for Sverdlovsk region

BIK 046577952

Subtenant:

Joint Stock Company Center for cargo

container traffic TransContainer

Legal address: 125047, Moscow,

Oruzheiny lane 19

OGRN: 1067746341024

INN/KPP 7708591995 / 997650001

Payer:

Branch office of the joint stock company

Center for cargo container traffic

TransContainer on Sverdlovsk Railway

Address: 620027, Ekaterinburg,

Nikolaya Nikonova str. 8

INN/KPP 7708591995 / 665945001

OKPO 96417242

OKATO 65401368000

Bank: branch office of JSC VTB Bank in

Ekaterinburg

s/a 407 028 106 002 801 077 58

c/a 301 018 104 000 000 009 52

BIK 046577952

Tel. (343) 380-12-00, fax (343) 380-12-12”

Appendixes № 2, № 3, № 4 to the Contract shall be deemed to have lost force on the date of the present Additional Agreement.

Appendixes № 2, № 3, № 4, № 5 as amended by Appendixes № 2, № 3, № 4, № 5 to the present Additional Agreement shall enter into force.

Lease price: The annual lease price under the present Contract is RUR 51.14 (Fifty-one roubles 14 kopecks) inclusive of VAT 18% – RUR 7.80.

Effective term: The Additional Agreement shall enter into force upon state registration. Provisions of clause 7 of the Additional Agreement shall apply to the Parties’ relations established on 15.07.2013.

2.3.6.

1. To establish the annual lease price of RUR 121.58 (One hundred twenty one roubles 58 kopecks) inclusive of VAT 18% - RUR 18.55 (Eighteen roubles 55 kopecks) for the part of a land plot of 33,204 m² located at the address: Perm Territory, Perm, Dzerzhinsky district.

2. To approve the Additional Agreement № 1 to the Land Sublease Contract (part of a land plot) № 80/НОДРП 3/627-2010 of 25.05.10 between JSC TransContainer (Sverdlovsk Branch) and JSC

RZD. The aforementioned Additional Agreement is an interested-party deal concluded under the following terms:

Parties of the Additional Agreement:

JSC RZD (Sverdlovsk Railway – a branch of JSC RZD) – the Tenant and JSC TransContainer (Sverdlovsk Branch) – the Subtenant.

Subject of the Additional Agreement:

Clause 1.1 of the Contract shall be amended as follows:

“The Tenant grants and the Subtenant accepts and subleases 10 (Ten) parts of a land plot, total area of 33,204 m², located at the address: Perm Territory, Perm, Dzerzhinsky district, Dokuchaeva str. 60 (st. Blochnaya):

- part of a land plot – the area of 576 m², cadastral no. 59:01:0719231:1/1;
- part of a land plot – the area of 10712 m², cadastral no. 59:01:0719231:1/2;
- part of a land plot – the area of 462 m², cadastral no. 59:01:0719231:1/3;
- part of a land plot – the area of 512 m², cadastral no. 59:01:0719231:1/4;
- part of a land plot – the area of 9446 m², cadastral no. 59:01:0719231:1/5;
- part of a land plot – the area of 1350 m², cadastral no. 59:01:0719231:1/6;
- part of a land plot – the area of 189 m², cadastral no. 59:01:0719231:1/7;
- part of a land plot – the area of 8919 m², cadastral no. 59:01:0719231:1/8;
- part of a land plot – the area of 180 m², cadastral no. 59:01:0719231:1/9;
- part of a land plot – the area of 858 m², cadastral no. 59:01:0719231:1/10.

The land plot, parts of which are subleased, has the following characteristics: total area – 238,007 m²; land category – settlement lands; cadastral no. 59:01:0719231:1; address: Perm Territory, Perm, Dzerzhinsky district; permitted use – railroad precinct. Parts of the land plot given on the sublease shall be hereinafter referred to as the Plot.

Boundaries of the Plot are specified in the cadastral passport attached to the present Contract as its integral part.

Clause 1.3 of the Contract shall be amended as follows:

“The Plot is given to the Subtenant for production activity, maintenance and operation of real estate facilities owned by the Subtenant.”

Clause 1.4 of the Contract shall be amended as follows:

“The following real estate facilities owned by the Subtenant are located on the Plot:

- fire tank (build. Г30), the volume of 300 m³, certificate of state registration of title dated 21.09.2006 № 59 БА 372441, registration entry 59-59-24/166/2006-75 (the facility is located on part of the land plot with the cadastral no.59:01:0719231:1/1);
- container platform № 3 made of reinforced concrete slabs (build. Г7), the coverage of 4200 m², certificate of state registration of title dated 21.09.2006 № 59 БА 372438, registration entry 59-59-24/166/2006-73 (the facility is located on part of the land plot with the cadastral no. 59:01:0719231:1/2);
- 2-storeyed building for gaugers of the 3rd container platform (build. А11); the building is made of brick and reinforced concrete slabs, total area – 55.20 m², certificate of state registration of title dated 12.10.2006 № 59 БА 392396, registration entry 59-59-24/166/2006-70 (the facility is located on part of the land plot with the cadastral no.59:01:0719231:1/3);
- fire tank (build. Г29), the volume of 300 m³, certificate of state registration of title dated 21.09.2006 № 59 БА 372437, registration entry 59-59-24/166/2006-76 (the facility is located on part of the land plot with the cadastral no. 59:01:0719231:1/4);
- container platform № 2 made of reinforced concrete slabs (build. Г9), the coverage of 4,450.5 m², certificate of state registration of title dated 12.10.2006 № 59 БА 392394, registration entry 59-59-24/166/2006-72 (the facility is located on part of the land plot with the cadastral no. 59:01:0719231:1/5);
- fire tank (build. Г26), the volume of 250 m³, certificate of state registration of title dated 21.09.2006 № 59 БА 372372, registration entry 59-59-24/166/2006-77 (the facility is located on part of the land plot with the cadastral no.59:01:0719231:1/6);

- single-storeyed administrative building of container platform № 2 (build. A4), total area – 31 m2, certificate of state registration of title dated 12.10.2006 № 59 БА 392395, registration entry 59-59-24/166/2006-69 (the facility is located on part of the land plot with the cadastral no. 59:01:0719231:1/7);
- mechanized platform (build. F5), the coverage of 15,200.8 m2, certificate of state registration of title dated 12.10.2006 № 59 БА 392398, registration entry 59-59-24/166/2006-74 (the facility is located on part of the land plot with the cadastral no. 59:01:0719231:1/8);
- pathway to the 3rd container platform (build. F8), the length of 110 m, certificate of state registration of title dated 27.03.2008 № 59 БА 0807892, registration entry 59-59-24/060/2007-206 (the facility is located on part of the land plot with the cadastral no. 59:01:0719231:1/9);
- trolley power supply system (build. F18), the length of 210 m, certificate of state registration of title dated 27.03.2008 № 59 БА 0807887, registration entry 59-59-24/060/2007-203 (the facility is located on part of the land plot with the cadastral no. 59:01:0719231:1/10)».

Clause 4.1 of the Contract shall be amended as follows:

“The annual lease price under the present Contract makes RUR 121.58 (One hundred twenty-one roubles 58 kopecks) inclusive of VAT 18% – RUR 18.55.”

Clause 5.4.3 of the Contract shall be supplemented with the following paragraph:

“To observe legislative requirements of the Russian Federation on transport security of transport infrastructure and transportation equipment.”

Clause 10.3 of the Contract shall be supplemented with sub-clauses 10.3.5 and 10.3.6 as follows:

“10.3.5. Certificate of Acceptance and Transfer of the land plot.

10.3.6. Cadastral excerpt about the land plot on 6 pages. ”

Clause 11 of the Contract shall be amended as follows:

“Legal addresses and bank details of the Parties:

Tenant:

JSC “Russian Railways”

Legal address: 107174, Moscow,

Novaya Basmannaya str. 2

INN/KPP 7708503727 / 997650001

Payment details:

Beneficiary: Sverdlovsk Infrastructure

Directorate – structural subdivision of Central

Infrastructure Directorate – a branch of JSC

RZD

Address: 620107, Ekaterinburg, Vokzalnaya str. 21

INN/KPP 7708503727 / 667845007

Bank: branch office of JSC VTB Bank in Ekaterinburg

S/a: 407 028 103 002 821 041 27

C/a: 301 018 104 000 000 009 52 in the General Directorate of Central Bank of the Russian Federation for Sverdlovsk region

BIK 046577952

Subtenant:

Joint Stock Company Center for cargo container traffic TransContainer

Legal address: 125047, Moscow,

Oruzheiny lane 19

OGRN: 1067746341024

INN/KPP 7708591995 / 997650001

Payer:

Branch office of the joint stock company

Center for cargo container traffic

TransContainer on Sverdlovsk Railway

Address: 620027, Ekaterinburg,

Nikolaya Nikonova str. 8

INN/KPP 7708591995 / 665945001

OKPO 96417242

OKATO 65401368000

Bank: branch office of JSC VTB Bank in Ekaterinburg

s/a 407 028 106 002 801 077 58

c/a 301 018 104 000 000 009 52

BIK 046577952

Tel. (343) 380-12-00, fax (343) 380-12-12”

8. Appendixes № 3, № 4 to the Contract shall be deemed to have lost force on the date of the present Additional Agreement.

9. Appendixes № 3, № 4, № 5, № 6 as amended by Appendixes № 1, № 2, № 3, № 4 to the present Additional Agreement shall enter into force.

Lease price: *The annual lease price under the present Contract is RUR 121.58 (One hundred twenty-one two roubles 58 kopecks) inclusive of VAT 18% – RUR 18.55.*

Effective term: *The Additional Agreement shall enter into force upon state registration. Provisions of clause 7 of the Additional Agreement shall apply to the Parties' relations established on 15.07.2013.*

2.3.7.

1. *To establish that the fee for the provision of a car by JSC TransContainer to JSC RZD shall be defined as the payment for the provision period. The payment shall be calculated in accordance with clause 4.2 of the Contract, at the rate of RUR 800 (Eight hundred roubles) for one car per day plus VAT 18% in the amount of RUR 144 (One hundred forty four roubles); the total payment for one car is RUR 944 (Nine hundred forty four roubles) per day, inclusive of VAT.*

2. *To approve the contract between JSC RZD and JSC TransContainer for the provision by JSC TransContainer to JSC RZD of container platforms owned by JSC TransContainer or held by it on some other basis, for special railroad transportations in cars and groups. The aforementioned Contract is an interested-party deal concluded under the following terms:*

Parties of the Contract: *JSC RZD – RZD and JSC TransContainer – TransContainer.*

Subject of the Contract:

The Contract governs the Parties' relations with regard to provision of container platforms by TransContainer to RZD. The platforms are owned by TransContainer or held by it on some other basis (hereinafter – the Cars); they are intended for special railroad transportations in cars and groups (at the requests of JSC Atomspetstrans and other companies authorized for special railroad transportations).

Price of the Contract: *The deal price is based on the cost of services actually provided in course of Contract execution. The fee for the provision of a car by JSC TransContainer to JSC RZD is RUR 944 per day, inclusive of VAT 18%.*

Effective term: *The Contract shall enter into force on the date of its approval by the Board of Directors of JSC TransContainer in accordance with the Federal Law № 208-FZ “Concerning Joint Stock Companies” of 26.12.95 (as subsequently amended). The Contract shall apply to the Parties' relations established on the 9th (Ninth) of September 2013 and remain effective till the 30th (Thirtieth) of June 2014. As concerns the settlements between the Parties, the Contract shall remain valid till their full completion.*

2.3.8.

1. *To establish that the monthly fee for the provision of places in cable duct system as of the date of the Contract is defined in accordance with the Contractor's Calculation which is based on the Communication Service Catalogue. The fee equals to RUR 1,788.67 (One thousand seven hundred eighty-eight roubles sixty-seven kopecks) inclusive of VAT (18%) – RUR 272.85 (Two hundred seventy-two roubles eighty-five kopecks).*

2. *To approve the service contract for the provision of places in cable duct system between JSC TransContainer (South-Ural Branch) and JSC RZD (Chelyabinsk Regional Communication Center - structural subdivision of Chelyabinsk Communication Directorate - structural subdivision of Central Communication Station - a branch of JSC RZD). The aforementioned Contract is an interested-party deal concluded under the following terms:*

Parties of the Contract: *JSC TransContainer (South-Ural Branch) – the Customer, JSC RZD (Chelyabinsk Regional Communication Center - structural subdivision of Chelyabinsk Communication Directorate - structural subdivision of Central Communication Station - a branch of JSC RZD) – the Contractor.*

Subject of the Contract: *provision of places in the Contractor's cable duct system, as established by article 16.1 part 2 Section 12 of the Communication Service Catalogue of JSC Russian Railways approved by the Order of JSC RZD № 2369 of 20.11.2009.*

Price of the Contract: *The monthly price of the Contractor's services in accordance with the Communication Service Catalogue makes RUR 1,788.67 (One thousand seven hundred eighty eight*

roubles sixty seven kopecks) inclusive of VAT (18%) – RUR 272.85 (Two hundred seventy two roubles eighty five kopecks).

Effective term: The Contract shall enter into force upon signing by the Parties and remain effective till 31 December 2013. The Contract shall apply to the Parties' relations established before the effective date, on 1 January 2013.

Other conditions: In case neither of the Parties informs the other Party of its intention to terminate the Contract or change its conditions no later than 30 (Thirty) days before the expiry date, the Contract shall be renewed for each subsequent year without any additional agreement between the Parties.

2.3.9.

1. To establish that the cost of intercity and long-distance communication services is defined in accordance with the selected tariff plan of CJSC TransTeleCom based on the scope of services rendered.

2. To approve the communication services contract (intercity and long-distance communication) between JSC TransContainer (Gorkovsky Branch) and CJSC TransTeleCom. The aforementioned Contract is an interested-party deal concluded under the following terms:

Parties of the Contract: JSC TransContainer (Gorkovsky Branch) – the User and CJSC TransTeleCom – the Contractor.

Subject of the Contract: provision of intercity and long-distance communication services.

Price of the Contract: the cost of intercity and long-distance communication services is defined in accordance with the selected tariff plan of CJSC TransTeleCom based on the scope of services rendered.

Effective term: the Contract shall enter into force upon signing by the last Party (Effective Date of the Contract) and remain effective until terminated by one of the Parties in accordance with Clause 11 of the Contract.

2.3.10.

1. To establish that the price of the Contract is defined based on the number of purchasing procedures carried out within the effective period of the Contract in accordance with clause 64 of the Purchasing Regulations, the volume of published information and the cost of newspaper area calculated in accordance with Appendix № 3 to the Contract.

2. To approve the service contract between JSC TransContainer and JSC Gudok Publishing House. The aforementioned Contract is an interested-party deal concluded under the following terms:

Parties of the Contract: JSC Gudok Publishing House – the Contractor, JSC TransContainer – the Customer.

Subject of the Contract: the Customer assigns to the Contractor the task and pays for it, and the Contractor undertakes the obligation to publish the Customer's information materials in the daily transport newspaper 'Gudok'. The materials are related to the procedures of placing orders for the acquisition of goods, performance of works, and provision of services for the benefit of JSC TransContainer (procurement notices and amendments to them).

Price of the Contract: the contractual price is defined based on the number of purchasing procedures carried out within the effective period of the Contract in accordance with clause 64 of the Purchasing Regulations, the newspaper area occupied by the published information (in typographical units) and the cost of publication which is equal to RUR 15 per unit.

The Parties shall be entitled to exchange letters and change the price of Services in cases when the price increase results from motivated and documentarily proved growth of the Contractor's costs. In doing so, the Parties shall observe the following conditions:

- the price of Services increases no sooner that 6 months after the date of the Contract;*
- the price of Services may not increase by more than 10% per year.*

Total price of the Contract may not exceed RUR 10,000,000 (Ten million roubles) exclusive of VAT. Should this price be achieved before 31.12.2016, the Contract shall be deemed terminated under the

Parties' mutual agreement.**Effective term:**

The Contract shall enter into force upon signing by the Parties, provided it is approved by the Board of Directors of JSC TransContainer, and remain effective till 31 December 2016. As concerns the settlements between the Parties, the Contract shall remain valid until the Parties perform their contractual obligations in full scope.

2.3.11.

1. To establish that the price of services provided by Stock Exchange in relation to expert evaluation of securities may not exceed RUR 90,000 (Ninety thousand roubles). The services are VAT exempt.

2. To approve the Contract between JSC TransContainer and CJSC MICEX Stock Exchange for expert evaluation of securities. The aforementioned Contract is an interested-party deal concluded under the following terms:

Parties of the Contract: JSC TransContainer (the Issuer) and CJSC MICEX (Stock Exchange).

Subject of the Contract:

The Stock Exchange undertakes to provide the Issuer with services related to expert evaluation of securities in order to list them at CJSC MICEX Stock Exchange ('A' category, first level) on the basis of the Issuer's application, and the Issuer obliges to pay for such services.

Price of the Contract: the price of services provided by Stock Exchange in relation to expert evaluation of securities may not exceed RUR 90,000 (Ninety thousand roubles). The services are VAT exempt.

Effective term:

The Contract shall enter into force upon signing by both Parties and remain effective until the Parties perform their contractual obligations in full scope.

2.3.12.

To establish that the fee for services provided by Stock Exchange with regard to inclusion of securities to the Quotation List of 'A' category, first level, upon the transfer from the Quotation List 'B' shall not exceed RUR 60,000 (Sixty thousand roubles). The services are VAT exempt.

To establish that the fee for services provided by Stock Exchange with regard to maintenance of securities in the Quotation List shall not exceed RUR 15,000 (Fifteen thousand roubles) per year without VAT.

To approve the Amendment Agreement to the Contract for Securities Listing at CJSC MICEX Stock Exchange No. Б-004/13 of 24.01.2013 (inclusion and maintenance of securities in the Quotation List) between JSC TransContainer and CJSC MICEX Stock Exchange. The aforementioned Amendment Agreement is an interested-party deal concluded under the following terms:

Parties of the Agreement: JSC TransContainer (the Issuer) and CJSC MICEX (Stock Exchange).

Subject of the Agreement:

The Stock Exchange obliges to include and maintain securities which are transferred to the Quotation List of 'A' category first level from the Quotation List of 'B' category, and the Issuer obliges to accept these Services and pay for them.

Price of the Agreement: the fee paid to the Stock Exchange for the inclusion of securities in the Quotation List of 'A' category first level upon the transfer from the Quotation List of 'B' category shall not exceed RUR 60,000 (Sixty thousand roubles). The services are VAT exempt.

The fee paid to the Stock Exchange for maintenance of securities in the Quotation List of 'A' category first level shall not exceed RUR 15,000 (Fifteen thousand roubles) per year without VAT, starting from the year in which the securities are transferred from the Quotation List of one category to the Quotation List of the other category.

Effective term:

The Agreement shall enter into force upon signing by the Parties and remain an integral part of the Contract.

2.4. Date of holding the meeting of the Issuer's Board of Directors, during which the above mentioned decisions were made: **21 November 2013.**

2.5. Date of making and number of the Minutes of the meeting of the Issuer's Board of Directors during which the above mentioned decisions were made: **Minutes No. 5 of 25 November 2013.**

3. Signatures

3.1. Director General
of JSC TransContainer

(signature)

P. V. Baskakov

3.2. Date: 25 November 20 13

Seal