

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>Russian Federation, 107228, Moscow, Novoryazanskaya Street, 12</i>
1.4. Issuer’s Principal State Registration Number (OGRN)	<i>1067746341024</i>
1.5. Issuer’s Taxpayer Identification Number (INN)	<i>7708591995</i>
1.6. Issuer’s unique code assigned by the registration agency	<i>55194-E</i>
1.7. Webpage used by the issuer for disclosure of information	http://www.trcont.ru http://www.e-disclosure.ru/portal/company.aspx?id=11194
2. Contents of the Statement	
<i>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>10 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 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><i>2.2.1. Concerning approval of entering into the Agreement for manned vehicle lease between JSC TransContainer (Privolzhsky Subsidiary) and Russian Railways (the Privolzhsky Directorate for Terminal and Warehouse Complex Management – a structural subdivision of the Central Directorate for Terminal and Warehouse Complex Management – a subsidiary of Russian Railways).</i></p> <p><i>For: 10.</i> <i>Against: none.</i> <i>Abstained: none.</i></p> <p><i>2.2.2. Concerning approval of entering into the Agreement for inspection control over observance of the requirements confirmed with the certification of JSC TransContainer between JSC TransContainer and the Freight Forwarders Association of the Russian Federation.</i></p> <p><i>For:9.</i> <i>Against: none.</i> <i>Abstained: none.</i></p> <p><i>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 the Freight Forwarders Association of the Russian Federation).</i></p> <p><i>2.2.3. Concerning approval of entering into the freight forwarding agreement between JSC TransContainer (West Siberian Subsidiary) and Roszheldorproject (independent structural subdivision Omskzheldorproject of independent structural subdivision Giprottranssignalsvyaz – a subsidiary of Roszheldorproject).</i></p> <p><i>For: 9.</i> <i>Against: none.</i> <i>Abstained: none.</i></p>	

Member of the Board of Directors A. Yu. Davydov did not vote for this issue, because he is a related party with regard to this transaction (A. Yu. Davydov is a member of the Board of Directors of Roszheldorproject).

2.2.4. Concerning approval of entering into the Agreement for occupational training organization between JSC TransContainer (Far Eastern Subsidiary) and Russian Railways (The Khabarovsk Training Center – an educational structural subdivision of Far Eastern Railway – a subsidiary of Russian Railways).

For: 10.

Against: none.

Abstained: none.

2.2.5. Concerning approval of entering into the service agreement between JSC TransContainer and Russian Railways (The Center for Competitive Procurement – a structural subdivision of Russian Railways).

For: 10.

Against: none.

Abstained: none.

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

2.3.1.

1. It shall be determined that the amount of lease of manned vehicles is determined by the relevant supplements to the Agreement.

2. Entering into the Agreement for manned vehicle lease between JSC TransContainer (Privolzhsky Subsidiary) and Russian Railways (the Privolzhsky Directorate for Terminal and Warehouse Complex Management – a structural subdivision the Central Directorate for Terminal and Warehouse Complex Management – a subsidiary of Russian Railways), which is a related party transaction, shall be approved on the following terms:

Parties to the Agreement: JSC TransContainer (Privolzhsky Subsidiary)- the Lessee and Russian Railways (the Privolzhsky Directorate for Terminal and Warehouse Complex Management – a structural subdivision of the Central Directorate for Terminal and Warehouse Complex Management – a subsidiary of Russian Railways) – the Lessor.

Subject matter of the Agreement: The Lessor is obliged to provide, as requested by the Lessee, vehicles for temporary possession and use for a fee, as soon as provide driving and maintenance service for these vehicles.

Agreement price: the Agreement Price includes lease fee amounts specified in the Supplements to the Agreement that are part of the Agreement.

Duration of the Agreement: The Agreement shall take effect from the date of its entering into by both Parties and be valid until December 31, 2015. The Agreement shall apply to the relations between the Parties that arose from December 27, 2012.

Other terms and conditions: The Agreement may be dissolved at the Parties' initiative on conditions that the other Party is duly notified in writing not later than for 30 (Thirty) calendar day before the expected date of dissolution.

New vehicles that are not specified in Supplement No. 2 to the Agreement shall be introduced by giving a notice to the Lessee's address not later than 5 days before the changes to be introduced.

New information about drivers who are not specified in Supplement No. 5 to the Agreement shall be introduced by giving a notice to the Lessee's address not later than 5 days before the changes to be introduced.

Changes in lease fee rates owing to changes in pricing factors (wage indexation; changes in prices of petroleum, oil and lubricants; and tariff indexation coefficients) shall be introduced by giving a notice to the Lessee's address not later than 30 (Thirty) calendar day before the changes to be introduced on

conditions that changes in lease fee rates do not exceed 10% (Ten) in 1 (One) calendar year as compared with the previous calendar year, but not earlier than 60 (Sixty) calendar days from the date of the Agreement.

Lease fee rates without changes in the total Agreement price owing to the introduction of new service stations and reports routes and zones that are not specified the Supplements to the Agreement shall be introduced by giving a notice to the Lessee's address not later than 5 days before the changes to be introduced. All notifications shall be part of the Agreement.

2.3.2.

1. It shall be determined that the value of work related to inspection control over observance of the requirements confirmed with the certification of JSC TransContainer between the Freight Forwarders Association of the Russian Federation and JSC TransContainer shall be 45,000 (Forty-Five Thousand) rubles, with no VAT imposed in accordance with Notification No. 3482 of October 29, 2008, by the Russian Federal Tax Agency's Inspectorate for Moscow No. 30.

2. The Agreement for inspection control over observance of the requirements confirmed with the certification of JSC TransContainer between JSC TransContainer and the Freight Forwarders Association of the Russian Federation, which is a related party transaction, shall be approved on the following terms:

Parties to the Agreement: JSC TransContainer – the Customer and the Freight Forwarders Association of the Russian Federation (a non-profit organization) – the Contractor.

Subject matter of the Agreement: the Customer requests and is obliged to pay, and the Contractor undertakes the obligation to perform work related to inspection control over the certified forwarding services provided by the Customer in accordance with Certificate of Conformity No. 017-2 of March 2, 2010, in accordance with the Terms of Reference (Supplement No. 1 to the Agreement).

Agreement price: 45,000 (Forty-Five Thousand) rubles, with no VAT imposed in accordance with Notification No. 3482 of October 29, 2008, by the Russian Federal Tax Agency's Inspectorate for Moscow No. 30.

Duration of the Agreement: The Agreement shall take effect from the date of its entering into by the Parties and be valid until complete performance by the Parties of their obligations under the Agreement.

2.3.3.

1. It shall be determined that the value of the forwarding services provided by JSC TransContainer is determined based on the current Price List approved by JSC TransContainer.

2. Entering into the freight forwarding agreement between JSC TransContainer (West Siberian Subsidiary) and Roszheldorproject (independent structural subdivision Omskzheldorproject of independent structural subdivision Giprottranssignalsvyaz – a subsidiary of Roszheldorproject), which is a related party transaction, shall be approved on the following terms:

Parties to the Agreement: JSC TransContainer (West Siberian Subsidiary) – the Forwarder, Roszheldorproject (independent structural subdivision of Omskzheldorproject – independent structural subdivision of Giprottranssignalsvyaz – a subsidiary of Roszheldorproject) – the Client.

Subject matter of the Agreement: JSC TransContainer shall be obliged for a fee and at the expense of the Client to provide and/or organize forwarding services specified in the Client's request for freight transportation by rail, water, and road, and provide other forwarding service for transportation of intra-Russian, imported, exported, and transit cargos.

The list and value of forwarding services shall be determined by JSC TransContainer.

Agreement price: The Agreement price includes the value of actual forwarding service provided to the Client in the process of implementation of the Agreement in accordance with the Price List approved by JSC TransContainer.

Duration of the Agreement: The Agreement shall take effect from the date of its entering into by the Parties, be applicable to the legal relations that arose from December 31, 2012, and be valid until December 31, 2013.

If none of the Parties notifies in writing about its intention to dissolve the Agreement within thirty days before its termination, the Agreement shall be considered to be extended to every subsequent calendar

year.

2.3.4.

1. It shall be determined that the value of service under the Agreement shall be determined in accordance with the Tariff for Training as “Cargo and baggage acceptance/delivery agent” by Supplement No. 1 to the Agreement and may not exceed 500,000 rubles.

2. Entering into the Agreement for occupational training organization between JSC TransContainer (Far Eastern Subsidiary) and Russian Railways (The Khabarovsk Training Center – an educational structural subdivision of Far Eastern Railway – a subsidiary of Russian Railways), which is related party transaction, shall be approved on the following terms.

Parties to the Agreement: JSC TransContainer (Far Eastern Subsidiary) – the Customer and Russian Railways (the Khabarovsk Training Center – an educational structural subdivision of Far Eastern Railway – a subsidiary of Russian Railways) – the Contractor.

Subject matter of the Agreement: the Customer requests and is obliged to pay, and the Contractor undertakes the obligation to provide services for training as “Cargo and baggage acceptance/delivery agent” at the Khabarovsk Training Center – an educational structural subdivision of Far Eastern Railway – a subsidiary of Russian Railways.

Agreement price: The Agreement price includes the value of actual services provided to the Client in the process of implementation of the Agreement in accordance with the Tariff for Training as “Cargo and baggage acceptance/delivery agent,” which is Supplement No. 1 to the Agreement, and may not exceed 500,000 rubles.

Duration of the Agreement: The Agreement shall take effect from the date of its entering into by the parties and be valid under December 31, 2014, inclusively.

2.3.5.

1. It shall be determined that agreement price shall be determined on the basis of the number of purchase procedures carried out over the term of the Agreement, the value of the basic procedure in the amount of 8,094.58 rubles, exclusive of VAT and the fee cost calculation method specified in Supplement No. 1 to the Agreement.

2. Enter into the service agreement between JSC TransContainer and Russian Railways (The Center for Competitive Procurement – a structural subdivision of Russian Railways), which is a related party transaction, shall be approved on the following terms:

Parties to the Agreement: Russian Railways (The Center for Competitive Procurement – structural subdivision Russian Railways) - Contractor and JSC TransContainer - Customer.

Subject matter of the Agreement: The Contractor undertakes to provide service for organizing and conducting procedures for the placement of the Customer’s orders, and the Customer undertakes to accept the service provided and pay for them in accordance with terms and conditions of the Agreement.

Agreement price: the Agreement Price shall be determined on the basis of the number of purchase procedures carried out over the term of the Agreement, the value of the basic procedure in the amount of 8,094.58 rubles, exclusive of VAT and the fee cost calculation method specified in Supplement No. 1 to the Agreement.

Duration of the Agreement:

The Agreement shall take effect from the date of its entering into by both Parties be valid until December 31, 2013.

If none of the Parties notifies in writing about its intention to dissolve the Agreement within thirty days before its termination, the Agreement shall be considered to be extended to the following year.

2.4. Date of holding the meeting of the Issuer’s Board of Directors, during which the above mentioned decisions were made: **April 17, 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. 10 of April 18, 2013.**

3. Signatures

3.1. Director General
of JSC TransContainer

(signature)

P. V. Baskakov

3.2. Date: 19 April 20 13

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