

## STATEMENT OF MATERIAL FACT

that may affect the value of securities of the joint-stock company  
“Concerning convening and holding of the General Meeting of Shareholders of the Issuer,  
and the decisions adopted by the General Meeting of Shareholders of the Issuer”

1. General Information	
1.1. Full corporate name of the issuer	<i>Centre for the Transport of Goods in Containers (TransContainer) Joint-Stock Company</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
<p style="text-align: center;"><b><i>Convening of the Issuer's General Meeting of Shareholders and decisions adopted</i></b></p> <p>2.1. Type of the general meeting (annual, extraordinary): <b><i>Extraordinary General Meeting of Shareholders.</i></b></p> <p>2.2. Form of the general meeting: <b><i>in-person meeting with prior delivery of bulletins.</i></b></p> <p>2.3. Date and place of the general meeting: <b><i>October 21, 2013, 125047 Moscow, Oruzheiniy pereulok, 19, conference room.</i></b></p> <p>2.4. Quorum of the general meeting: <b><i>The total number of votes of the persons on the list of persons entitled to participate in the extraordinary General Meeting of Shareholders is 13,894,778 (thirteen million eight hundred ninety four thousand seven hundred seventy eight).</i></b></p> <p><b><i>2.4.1. The number of votes falling on the voting shares of the Company under the issue 1 on the agenda of the Extraordinary General Meeting, identified subject to certain provisions of para. 4.20 of the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders: 13,894,778 (thirteen million eight hundred ninety four thousand seven hundred seventy eight).</i></b> <b><i>The number of votes in possession of persons that attended the Extraordinary General Meeting of Shareholders on this issue on the agenda: 13,558,796 (thirteen million five hundred fifty eight thousand seven hundred ninety-six).</i></b> <b><i>In accordance with Article 58 of the Federal Law "On Joint Stock Companies", the quorum on this issue on the agenda is present and makes 97.582%.</i></b></p> <p><b><i>2.4.2. The number of votes in possession of persons included in the list of persons entitled to participate in the Extraordinary General Meeting of Shareholders on this issue on the agenda: 152,842,558 (one hundred fifty two million eight hundred forty two thousand five hundred fifty eight).</i></b> <b><i>The number of votes falling on the voting shares of the Company under the issue 1 on the agenda of the Extraordinary General Meeting, identified subject to certain provisions of para. 4.20 of the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders: 152,842,558 (one hundred fifty two million eight hundred forty two thousand five hundred fifty eight).</i></b> <b><i>The number of votes in possession of persons that attended the Extraordinary General Meeting of Shareholders on this issue on the agenda: 149,146,756 (one hundred forty-nine million one hundred forty-six thousand seven hundred fifty-six).</i></b> <b><i>In accordance with Article 58 of the Federal Law "On Joint Stock Companies", the quorum on this issue on the agenda is present and makes 97.582%.</i></b></p> <p><b><i>2.4.3. The number of votes falling on the voting shares of the Company under the issue 3.1. on the</i></b></p>

*agenda of the Extraordinary General Meeting, identified subject to certain provisions of para. 4.20 of the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders: 13,894,778 (thirteen million eight hundred ninety four thousand seven hundred seventy eight).*

*The number of votes in possession of persons that attended the Extraordinary General Meeting of Shareholders on this issue on the agenda: 13,558,796 (thirteen million five hundred fifty eight thousand seven hundred ninety-six).*

*In accordance with Article 58 of the Federal Law "On Joint Stock Companies", the quorum on this issue on the agenda is present and makes 97.582%.*

*2.4.4. The number of votes falling on the voting shares of the Company under thie issues 3.2. – 3.10. on the agenda of the Extraordinary General Meeting, identified subject to certain provisions of para. 4.20 of the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders: 13,894,778 (thirteen million eight hundred ninety four thousand seven hundred seventy eight).*

*The number of votes in possession of persons that attended the Extraordinary General Meeting of Shareholders on this issue on the agenda: 13,558,796 (thirteen million five hundred fifty eight thousand seven hundred ninety-six).*

*In accordance with Article 58 of the Federal Law "On Joint Stock Companies", the quorum on this issue on the agenda is present and makes 97.582%.*

2.5. Issues put to a vote and relevant voting results:

**1. Early termination of powers of members of the Company's Board of Directors**

<b>Voted for:</b>	<b>5,418,361 (five million four hundred eighteen thousand three hundred sixty one), 39.962%</b>
<b>Voted against:</b>	<b>8,140,225 (eight million one hundred forty thousands two hundred twenty five), 60.036%</b>
<b>Abstained:</b>	<b>210 (two hundred and ten), 0.002%</b>

*The number of votes that were not counted due to invalidation of bulletins or otherwise, set forth in the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders - no.*

**2. Election of members of the Company's Board of Directors**

*Due to "No decision" on the issue of "Early termination of the powers of the Board of Directors of the Company", voting returns on this issue were not summarized.*

**3. Approval of transactions with related parties.**

**3.1.**

**Results of the vote:**

<b>Voted for:</b>	<b>12,272,374 (twelve million two hundred seventy two thousand three hundred seventy four), 88.33%</b>
<b>Voted against:</b>	<b>none</b>
<b>Abstained:</b>	<b>1,284,721 (one million two hundred eighty four thousand seven hundred twenty one), 9.25%</b>

*The number of votes that were not counted due to invalidation of bulletins or otherwise, set forth in the Provision on additional requirements to the procedure of preparation, convening, and holding of the General Meeting of Shareholders - 1 (one), 0.000007%.*

**3.2. – 3.10.**

**Results of the vote:**

<b>Voted for:</b>	<b>10,269,606 (ten million two hundred sixty nine thousand three hundred six hundred and six), 73.91%</b>
-------------------	---

<i>Voted against:</i>	<i>none</i>
<i>Abstained:</i>	<i>3,289,190 (three million two hundred eighty nine thousand one hundred ninety), 23.672%</i>

*The number of votes that were not counted due to invalidation of bulletins or otherwise, set forth in the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders - no.*

*2.6. Decisions adopted by the General Meeting:*

*2.6.1. On the issue 1 on the agenda: No decision.*

*2.6.2. On the issue 2 on the agenda: Due to "No decision" on the issue of "Early termination of the powers of the Board of Directors of the Company", voting returns on this issue were not summarized.*

*2.6.3. On the issue 3 on the agenda:*

*3.1.*

*1.1. Identify that the insurance sum under the Contract of Liability Insurance of directors, officers and companies between OJSC "TransContainer" and OJSC "AlfaStrakhovanie" in the aggregate for all insurance coverage and extensions except for extension to Independent Directors, equals to USD 100,000,000.*

*Franchise:*

*For Coverage B:*

*With respect to Suits filed in the USA or Canada, is USD 50,000.*

*With respect of Suits filed in the rest of the world - USD 50,000.*

*For Coverage C:*

*With respect to Suits filed in the USA or Canada - USD 250,000.*

*With respect to Suits for securities, filed in the rest of the world - USD 100,000.*

*The insurance premium is USD 132,700.*

*1.2. Approve of entering into the insurance contract (policy) of liabilities of directors, officers, and companies between OJSC "TransContainer" and OJSC "AlfaStrakhovanie", being an interested party transaction (pursuant to the annex to the Minutes of the Extraordinary General Meeting of Shareholders), under the following terms and conditions:*

*Insurer - OJSC "AlfaStrakhovanie"*

*Insurant - OJSC "TransContainer"*

*Subject of the Agreement:*

*Subject to all the provisions of the Insurance Contract, the Insurer shall, upon occurrence of any of insured events specified in this Declaration, pay, pursuant to the Insurance Contract, the insurance money (as the case may be) to the appropriate Insured and/or any other person entitled to such compensation.*

***OBJECTS INSURED AND INSURED EVENTS UNDER INSURANCE CONTRACT***

*Insurance Coverage A (para. 1.1. of Policy Terms and Conditions) (hereinafter "Coverage A")*

*The object of insurance for Coverage A in the part of the liability insurance of any Insured Person for any Financial Losses incurred by other persons, is property interests of such Insured Person associated with the obligation to reimburse Financial Losses incurred by other persons.*

*An insurance event for Coverage A in the part of liability insurance of any Insured Person for any Financial Losses incurred by other persons is occurrence of all the following events: (a) occurrence, at any time prior to the beginning or at any time during the course of the Insurance Term at any Insured Person in accordance with the applicable law/legislation, of an obligation to reimburse any Financial Losses incurred by other persons in connection with any Wrongful Act of the Insured Person, and (b) bringing, during the Insurance Term against such Insured Person, any Suit in connection with Financial Losses of other persons, referred to in paragraph (a) above; respectively, an insurance event shall be deemed occurred at the time of bringing a Suit referred to in paragraph (b) above. The fact of occurrence of an insured event shall be further acknowledged by the Insurer or ascertained by a court, arbitration, tribunal or other competent authority/institution. For avoidance of doubt, the Insurance Contract shall also cover any Financial Losses that shall be paid/reimbursed upon expiration of Insurance Term in relation to any insured person and/or incurred by any Insured Person as a liability for Financial Losses of other persons (including but not limited to, in the case of decision of a court, arbitration, tribunal or similar authority/institution upon expiration of Insurance Term), but in connection with any Suit brought within the Insurance Term.*

*The object of insurance for Coverage A in the part of liability insurance of any Costs incurred by any Insured Person, is property interests of such Insured Person associated with infliction and/or necessity to inflict any Costs.*

*The insurance event for Coverage A in the part of insurance of any Costs incurred by any Insured Person, is bringing against such Insured Person any Suit that may entail any Costs for such Insured Person or necessity to inflict any Costs associated with such Suit. Accordingly, an insurance event is deemed to have occurred at the time of bringing such Suit. For avoidance of doubt, the Insurance Contract shall also cover any Costs that upon expiration of the Insurance Term, will be incurred by any Insured Person and/or that upon expiration of the Insurance Term will have to be incurred by any Insured Person, but in connection with any Suit brought against during the Insurance Term.*

*Insurance coverage B (para. 1.2 of Policy Terms and Conditions) (hereinafter "Coverage B")*

*The object of insurance for Coverage B is property interests of any Company associated with reimbursement by such Company of any Losses.*

*An insurance event for Coverage B is bearing by any Company any costs/expenses for reimbursement by the Company of any Financial Losses to any Insured Person and/or any other person on behalf of any Insured Person in connection with any Suit brought against any Insured Person and/or liability of any Insured Person for any Financial Losses incurred by other persons. For avoidance of doubt, the Insurance Contract shall also cover such costs/expenses incurred by any Company upon expiration of Insurance Term, but in connection with any Suit brought against during the Insurance Term and/or in connection with liability of any Insured Person for any Financial Losses of other persons due to which, during Insurance Term, the Suit was brought.*

*Insurance Coverage C (para. 1.3. of Policy Terms and Conditions) (hereinafter "Coverage C")*

*The object of insurance for Coverage C in the part of the liability insurance of any Company for any Financial Losses incurred by other persons, is property interests of such Company associated with the obligation to reimburse Financial Losses incurred by other persons.*

*An insurance event for Coverage C in the part of liability insurance of any Company for any Financial Losses incurred by other persons is occurrence of all the following events: (a) occurrence, at any time prior to the beginning or at any time during the course of the Insurance Term at any Company in accordance with the applicable law/legislation, of an obligation to reimburse any Financial Losses incurred by other persons in connection with any Wrongful Act of the Company, and (b) bringing, during the Insurance Term against such Company, any Suit in connection with Financial Losses of other persons, referred to in paragraph (a) above; respectively, an insurance event shall be deemed occurred at the time of bringing a Suit referred to in paragraph (b) above. The fact of occurrence of an insured event shall be further acknowledged by the Insurer or ascertained by a court, arbitration, tribunal or other competent authority/institution. For avoidance of doubt, the Insurance Contract shall also cover any Financial Losses that shall be paid/reimbursed by any Company and/or any Company shall pay/reimburse as a liability for Financial Losses of other persons (including but not limited to, in the case of decision of a court, arbitration, tribunal or similar authority/institution upon expiration of Insurance Term), but in connection with any securities Suit brought within the Insurance Term.*

*The object of insurance for Coverage C in the part of liability insurance of any Costs incurred by any Company, is property interests of such Company associated with infliction and/or necessity to inflict any Costs.*

*The insurance event for Coverage C in the part of insurance of any Costs incurred by any Company, is bringing against such Company any securities Suit that may entail any Costs for such Company or necessity to inflict any Costs associated with such securities Suit. Accordingly, an insurance event is deemed to have occurred at the time of bringing such securities Suit. For avoidance of doubt, the Insurance Contract shall also cover any Costs that upon expiration of the Insurance Term, will be incurred by any Company and/or that upon expiration of the Insurance Term will have to be incurred by any Company, but in connection with any securities Suit brought against during the Insurance Term.*

*Date of commencement of Insurance Term: November 07, 2013 (00:00).*

*Date of termination of Insurance Term: November 06, 2014 (23:59).*

*Identification period: 60 days automatically, without payment of additional insurance premium, unless a longer period is provided by the Policy Terms and Conditions.*

*1 year subject to payment of additional insurance premium in the amount of 90% of the Total annual insurance premiums.*

*3 years subject to payment of additional insurance premium in the amount of 165% of the Total annual insurance premiums.*

*6 years subject to payment of additional insurance premium in the amount of 240% of the Total annual*

*insurance premiums.*

*Insurance sum: in total for all insurance coverages and extensions except for extension for Independent Directors – USD 100 million.*

*Incomplete property insurance: For avoidance of doubt, for the purposes of Art. 949 of the Civil Code of the Russian Federation (as amended), the Insurer and Insurant hereby agree that, in any case, the Insurer shall pay the insurance money under the Insurance Contract in full amount of Losses incurred (or for Coverage B - full amount of costs/expenses incurred) within the Insurance Sum (for Independent Directors - also subject to additional insurance sums referred to in paragraph 6 of this Declaration). The amount of indemnity is not reduced proportionally with the ratio of the Insurance Sum (for Independent Directors - also subject to additional insurance sums referred to in paragraph 6 of this Declaration) and insurance value of relevant property interests insured under the Insurance Contract.*

*Franchise:*

*Coverage A:*

*not applicable.*

*Coverage B:*

*With respect to Suits filed in the USA or Canada - USD 50,000.*

*With respect of Suits filed in the rest of the world - USD 50,000.*

*Coverage C:*

*With respect to securities Suits, filed in the USA or Canada - USD 250,000.*

*With respect to Suits for securities, filed in the rest of the world - USD 100,000.*

*Date of commencement of insurance continuity with regard to Insurance Sum below USD 50,000,000 (inclusive): February 20, 2009.*

*Date of commencement of insurance continuity with regard to Insurance Sum above USD 50,000,000: November 08, 2010.*

*Insurance premium: USD 132,700.00.*

*Insurance coverages and extensions: under the Insurance Contract, all insurance coverages and extensions shall be provided anticipated by the Policy Terms and Conditions.*

*Insurance territory: the whole world.*

*Insurance rate: 0.1327%.*

*Persons whose liability risk is insured under the Insurance Contract, as well as beneficiaries under the Insurance Contract shall be determined on the basis of the Policy Terms and Conditions.*

*The Insurance Contract shall come into force upon its signature, in accordance with para. 2 of Art. 425 of the Civil Code of the Russian Federation, apply to relationship between the parties arisen since November 07, 2013, and be valid until expiration of Insurance Term (Term of Insurance Contract).*

*The insurance premium shall be paid by the Insurer to the account of the Insurant within 45 days of the date of receipt by the Insurer of the invoice issued by the Insurant.*

*In the case of failure to pay the Insurance Premium in the amount and within the time period set forth in this Declaration, the Insurance Contract shall expire on the day following the date specified as the expiration date of payment of Insurance Premiums. The Insurer shall notify the Insurant in writing of early termination of the Insurance Contract for the above reason.*

*In the event of early termination of the Insurance Contract for the above reason, the Insurant shall pay a part of the Insurance Premium in proportion to actual term of the Insurance Contract.*

*The Insurance Premium shall be paid in rubles at the official rate of the Central Bank of the Russian Federation on the day of payment.*

*The Insurance Contract is made in English and Russian. In case of differences between English and Russian versions, the Russian version shall prevail.*

**3.2.**

*Approve conclusion, amendment and addition, as well as termination of transactions for compulsory insurance of civil liability of vehicle owners between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:*

*Parties of Transaction: OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).*

*Subject of Transaction: liability insurance of vehicle owners, changing the number and the list of vehicles.*

*Insurance sum: maximum insurance sum for making a transaction - maximum 250,000,000 rubles per year.*

*Insurance premium: maximum insurance premium for making transactions - maximum 4,000,000*

*rubles per year.*

**3.3.**

*Approve conclusion, amendment and addition, as well as termination of transactions for insurance of vehicles against damage, theft between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:*

*Parties of Transaction: OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).*

*Subject of Transaction: insurance of vehicles against damage, theft, changing the number and the list of vehicles.*

*Insurance sum: maximum insurance sum for making a transaction - maximum 100,000,000 rubles per year.*

*Insurance premium: maximum insurance premium for making transactions - maximum 2,500,000 rubles per year.*

**3.4.**

*Approve conclusion, amendment and addition, as well as termination of transactions for voluntary health insurance between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:*

*Parties of Transaction: OJSC "TransContainer" (Insurant), OJSC Insurance Company "ZHASO" (Insurer).*

*Subject of Transaction: voluntary medical insurance of employees of OJSC "TransContainer"; change of the number of employees of OJSC "TransContainer" and their personal data, change of the list of medical organizations and insurance programs.*

*Insurance sum: maximum insurance sum for making a transaction - maximum 13,000,000,000 rubles per year.*

*Insurance premium: maximum insurance sum for making a transaction - maximum 52,000,000 rubles per year.*

**3.5.**

*Approve conclusion, amendment and addition, as well as termination of transactions for voluntary health insurance of children of employees of OJSC "TransContainer" between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:*

*Parties of Transaction: OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).*

*Subject of Transaction: voluntary medical insurance of children of employees of OJSC "TransContainer"; change of the number of children of employees of OJSC "TransContainer" and their personal data, change of the list of medical organizations and insurance programs.*

*Insurance sum: maximum insurance sum for making a transaction - maximum 50,000,000 rubles per year.*

*Insurance premium: maximum insurance premium, for making transactions - maximum 1,150,000 rubles per year.*

**3.6.**

*Approve conclusion, amendment and addition, as well as termination of transactions for insurance of railway rolling stock against loss or damage as a result of any event occurring within the Term of the Lease Agreement, between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:*

*Parties of Transaction: OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).*

*Subject of Transaction: insurance of railway rolling stock against loss or damage as a result of any event occurring within the Term of the Lease Agreement.*

*Insurance sum: maximum insurance sum for making a transaction - maximum 3,000,000,000 rubles per year.*

*Insurance premium: maximum insurance premium, for making transactions - maximum 600,000 rubles per year.*

3.7.

*Approve conclusion, amendment and addition, as well as termination of transactions for insurance of immovable property against loss or damage between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:*

*Parties of Transaction: OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).*

*Subject of Transaction: insurance of immovable property against loss or damage.*

*Insurance sum: maximum insurance sum for making a transaction - maximum 200,000,000 rubles per year.*

*Insurance premium: maximum insurance premium, for making transactions - maximum 300,000 rubles per year.*

3.8.

*Approve conclusion, amendment and addition, as well as termination of transactions for compulsory insurance of civil liability of the owner of hazardous production facility, owing to injury to victims of an accident or incident at the hazardous production facility between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:*

*Parties of Transaction: OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).*

*Subject of Transaction: compulsory insurance of civil liability of the owner of hazardous production facility, owing to injury to victims of an accident or incident at the hazardous production facility.*

*Insurance sum: maximum insurance sum for making a transaction - maximum 600,000,000 rubles per year.*

*Insurance premium: maximum insurance premium, for making transactions - maximum 1,000,000 rubles per year.*

3.9.

*Approve conclusion, amendment and addition, as well as termination of transactions for compulsory insurance of civil liability of the owners of temporary storage/customs warehouses owing to injury to goods belonging to other persons in the custody or violation of other conditions of storage contracts between OJSC "TransContainer" and third parties, between OJSC "TransContainer" and OJSC Insurance Company "ZHASO" being interested party transactions that may be effected in future, on the following conditions:*

*Parties of Transaction: OJSC "TransContainer" (Insurant), OJSC "ZHASO" (Insurer).*

*Subject of Transaction: compulsory insurance of civil liability of the owners of temporary storage/customs warehouses owing to injury to goods belonging to other persons in the custody or violation of other conditions of storage contracts between OJSC "TransContainer" and third parties.*

*Insurance sum: maximum insurance sum for making a transaction - maximum 150,000,000 rubles per year.*

*Insurance premium: maximum insurance premium, for making transactions - maximum 400,000 rubles per year.*

3.10.

*Establish that decisions referred to in paragraphs 2-9 are valid until the next Annual General Meeting of Shareholders of OJSC "TransContainer".*

2.7. Date of development of the minutes of the General Meeting: **21 October, 2013.**

3. Signature

3.1. Director General  
of JSC TransContainer

\_\_\_\_\_  
(signature) P. V. Baskakov

3.2. Date

21

October

20 13

Seal