

**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 interested-party transactions</i>	
<p>2.1. Quorum of the meeting of the issuer's Board of Directors: <i>9 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><i>2.2.1. Approval of the entering into the Agreement for termination of Contract of lease of real property No. TsRI/4/A/4370/09/000185 of December 31, 2009 (Stavropol Territory, Grachevsky District, vil. Staromaryevskaya) between JSC TransContainer (North Caucasian Branch) and JSC RZD (North Caucasian Railway, a branch of JSC RZD).</i></p> <p><i>Voting results: For:9; Against: none; Abstained: none.</i></p> <p><i>2.2.2. Approval of the entering into the Contract of lease of real property (Stavropol Territory, Grachevsky District, vil. Staromaryevskaya) between JSC RZD (North Caucasian Terminal and Warehouse Facilities Operation Directorate, a business unit of the Central Terminal and Warehouse Facilities Operation Directorate, which is a branch of JSC RZD) and JSC TransContainer (North Caucasian Branch).</i></p> <p><i>Voting results: For:9; Against: none; Abstained: none.</i></p> <p><i>2.2.3. Approval of the entering into the Contract of lease of real property (Samara Region, Samara, Sovetsky District, st. Besymyanka, ul. Rylskaya, container site) between JSC RZD (Kuibyshev Terminal and Warehouse Facilities Operation Directorate, a business unit of the Central Terminal and Warehouse Facilities Operation Directorate, which is a branch of JSC RZD) and JSC TransContainer (Kuibyshev Branch).</i></p>	

***Voting results:***

***For:9;***

***Against: none;***

***Abstained: none.***

***2.2.4. Approval of the entering into the Contract of lease of real property (Voronezh, ul. Studencheskaya, 26A) between Firma Transgarant and JSC TransContainer (South Eastern Branch).***

***For:9;***

***Against: none;***

***Abstained: none.***

***2.2.5. Approval of the entering into the Contract of lease of building between JSC TransContainer and Football Club Lokomotiv (D.U.).***

***For:9;***

***Against: none;***

***Abstained: none.***

***2.2.6. Approval of the entering into the Contract of sublease of part of land plot (Novosibirsk, Leninskiy District, Kleshchikha station) between JSC RZD (West Siberian Railway, a branch of JSC RZD) and JSC TransContainer (West Siberian Branch).***

***For:9;***

***Against: none;***

***Abstained: none.***

***2.2.7. Approval of the entering into the Contract of service between JSC RZD (Kuibyshev Railway, a branch of JSC RZD) and JSC TransContainer (Kuibyshev Branch).***

***For:9;***

***Against: none;***

***Abstained: none.***

***2.2.8. Approval of the entering into the Contract for professional training services between JSC TransContainer (Far Eastern Branch) and Komsomolsk Training Center, an education business unit of the Far Eastern Railway, which is a branch of JSC RZD).***

***For:9;***

***Against: none;***

***Abstained: none.***

***2.2.9. Approval of the entering into the Contract of lease of crewed transport vehicles between JSC TransContainer (South Urals Branch) and JSC RZD (South Urals Terminal and Warehouse Facilities Operation Directorate, a business unit of the Central Terminal and Warehouse Facilities Operation Directorate, which is a branch of JSC RZD).***

***For:9;***

***Against: none;***

***Abstained: none.***

**2.2.10. Approval of the entering into the Contract for security services between Private Security Firm RDZ-OKHRANA and JSC TransContainer.**

**For:9;**

**Against: none;**

**Abstained: none.**

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

**2.3.1.**

**1. The subject of the transaction shall not affect the amount of lease payment under Contract of lease of real property No. TSRI/4/A/4370/09/000185 of December 31, 2009 (at Stavropol Territory, Grachevsky District, vil. Staromaryevskaya).**

**2. Approve the entering into the Agreement for termination Contract of lease of real property No. TSRI/4/A/4370/09/000185 of December 31, 2009 (Stavropol Territory, Grachevsky District, vil. Staromaryevskaya) between JSC TransContainer (North Caucasian Branch) and JSC RZD (North Caucasian Railway, a branch of JSC RZD), which is a related-party transaction, on the following terms and conditions:**

**Parties to the Agreement: JSC TransContainer (North Caucasian Branch) as the Lessor and JSC RZD (North Caucasian Railway, a branch of JSC RZD) as the Lessee.**

**Subject-matter the Agreement: termination of Contract of lease of real property No. TSRI/4/A/4370/09/000185 of December 31, 2009.**

**The real property includes room No. 47 with total floor space of 16.1 square meters located on the second floor of the utility block at Stavropol Territory, Grachevsky District, vil. Staromaryevskaya.**

**Term of the Agreement: the Supplementary Agreement shall become effective on the date when signed by the Parties.**

**2.3.2.**

**1. The lease payment for real property that includes room No. 14 with the floor space of 11.0 square meters located on the first floor of the utility block at Stavropol Territory, Grachevsky District, vil. Staromaryevskaya shall be 31,400.16 rubles per year inclusive of VAT.**

**2. Approve the entering into the Contract of lease of real property (Stavropol Territory, Grachevsky District, vil. Staromaryevskaya) between JSC RZD (North Caucasian Terminal and Warehouse Facilities Operation Directorate, a business unit of the Central Terminal and Warehouse Facilities Operation Directorate, which is a branch of JSC RZD) and JSC TransContainer (North Caucasian Branch), which is a related-party transaction, on the following terms and conditions:**

**Parties to the Contract:**

**JSC RZD (North Caucasian Terminal and Warehouse Facilities Operation Directorate, a business unit of the Central Terminal and Warehouse Facilities Operation Directorate, which is a branch of JSC RZD) as the Lessor u JSC TransContainer (North Caucasian Branch) as the Lessee.**

**Subject-matter of the Contract:**

**Lease of real property being room No. 14 with the floor space of 11.0 square meters located on the first floor of the utility block at Stavropol Territory, Grachevsky District, vil. Staromaryevskaya.**

**The real property shall be used to accommodate JSC TransContainer's employees.**

**The real property belongs to the Lessor by the right of property as confirmed by the entries in the Unified state register of titles to and transactions with real property No. 26-26-12/103/2008-096 of December 15, 2008 (Certificate of state registration of title, series AE No. 682480 of December 15, 2008 issued by the Federal Registration Service Directorate for the Stavropol Territory, cadastral/reference number: 26:07:110101:0002:07:217:002:000000220:A:20000).**

***Lease payment under the Contract:***

***Annual lease payment shall be 31,400 (thirty one thousand four hundred) rubles 16 kopecks, inclusive of VAT at 18% or 4,789 (four thousand seven hundred eighty nine) rubles 85 kopecks.***

***Monthly lease payment shall be 2,616 (two thousand six hundred sixteen) rubles 68 kopecks, inclusive of VAT at 18% or 399 (three hundred ninety nine) rubles 15 kopecks.***

***Term of the Contract:***

***The Contract shall become effective on the date when signed by the Parties and shall remain valid for 11 months. The terms of the Contract shall govern the Parties' relations existing as from November 23, 2012.***

***Other material terms of the Contract:***

***If the Lessee continues using the real property after the expiry date of the Contract and provided that the Lessor does not object thereto, the Contract shall be deemed renewed on the same terms and conditions for a perpetual term.***

**2.3.3.**

***1. The lease payment for the real property that is a part of the asphalt-paved site with the total space of 154 square meters located at Samara Region, Samara, Sovetsky District, st. Besymyanka, ul. Rylskaya, container site, shall be 87,983.28 rubles per year inclusive of VAT.***

***2. Approve the entering into the Contract of lease of real property (Samara Region, Samara, Sovetsky District, st. Besymyanka, ul. Rylskaya, container site) between JSC RZD (Kuibyshev Terminal and Warehouse Facilities Operation Directorate, a business unit of the Central Terminal and Warehouse Facilities Operation Directorate, which is a branch of JSC RZD) and JSC TransContainer (Kuibyshev Branch), which is a related-party transaction, on the following terms and conditions:***

***Parties to the Contract:***

***JSC RZD (Kuibyshev Terminal and Warehouse Facilities Operation Directorate, a business unit of the Central Terminal and Warehouse Facilities Operation Directorate, which is a branch of JSC RZD) as the Lessor and JSC TransContainer (Kuibyshev Branch) as the Lessee.***

***Subject-matter of the Contract:***

***Lease of real property being a part of the asphalt-paved site (lit. 84) with the floor space of 154 square meters located at Samara Region, Samara, Sovetsky District, st. Besymyanka, ul. Rylskaya, container site.***

***The real property shall be used for rest-time of trucks owned by JSC TransContainer.***

***The real property belongs to the Lessor by the right of property as confirmed by the entries in the Unified state register of titles to and transactions with real property No. 63-63-01/310/2009-366 of March 26, 2010 (Certificate of state registration of title, series AD No. 357418 of March 26, 2010, issued by the Federal Registration Service Directorate for the Stavropol Territory, cadastral/reference number: 63:01:0000000:0:5478).***

***Lease payment under the Contract:***

***Lease payment inclusive of the value-added tax shall be 87,983.28 rubles per year.***

***Monthly lease rate shall be 7,331.94 rubles per month inclusive of VAT.***

***Term of the Contract:***

***The Contract shall become effective on the date when signed by the Parties and remain valid for 11 months. The terms of the Contract shall govern the Parties' relations existing as from May 22, 2012.***

***Other material terms of the Contract:***

***If the Lessee continues using the real property after the expiry date of the Contract and provided that the Lessor does not object thereto, the Contract shall be deemed renewed on the same terms and conditions for a perpetual term.***

**2.3.4.**

***1. Annual lease payment for the use of the real property with the total floor space of 118 square***

*meters located on the third floor of the building at Voronezh Region, Voronezh, Central District, ul. Studencheskaya, 26A shall be 1,019,520 (one million nineteen thousand five hundred twenty) rubles, inclusive of VAT.*

*The lease payment shall include the Lessor's maintenance costs, utility costs and power supply costs of the Real property.*

*2. Approve the entering into Contract of lease of real property (Voronezh, ul. Studencheskaya, 26A) between Firma Transgarant and JSC TransContainer (South Eastern Branch), which is a related-party transaction, on the following terms and conditions:*

*Parties to the Contract:*

*Firma Transgarant as the Lessor and JSC TransContainer as the Lessee.*

*Subject-matter of the Contract:*

*The leased real property located at Voronezh Region, Voronezh, Central District, ul. Studencheskaya, 26A includes non-residential premises with the total floor space of 118 square meters (No. 2 with the floor space of 26.8 square meters, No. 3 with the floor space of 14.1 square meters, No. 4 with the floor space of 7.5 square meters, No. 5 with the floor space of 19.1 square meters, No. 6 with the floor space of 26.2 square meters, part of the corridor (one half) with the floor space of 21.9 square meters and a restroom with the floor space of 2.4 square meters), that are parts of the building "Non-residential in-built premises VI in lit. A, floor: 3, number as per the floor plan: 2-20".*

*The real property shall be used by the Lessee to accommodate its employees.*

*Price of the Contract:*

*Annual lease payment shall be 1,019,520 (one million nineteen thousand five hundred twenty) rubles, inclusive of VAT 18% equal to 155,520 (one hundred fifty five thousand five hundred twenty) rubles.*

*Monthly lease rate shall be 84,960 (eighty four thousand nine hundred sixty) rubles inclusive of VAT 18% or 12,960 (twelve thousand nine hundred sixty) rubles.*

*The lease payment shall include the Lessor's maintenance costs, utility costs and power supply costs of the Real property.*

*Term of the Contract:*

*The Contract shall become effective on the date when signed by the Parties and remain valid for 11 months.*

*The terms of the Contract shall govern the Parties' relations existing as from September 5, 2012.*

*Other material terms of the Contract:*

*If the Lessee continues using the real property after the expiry date of the Contract and provided that the Lessor does not object thereto, the Contract shall be deemed renewed on the same terms and conditions for a perpetual term.*

*2.3.5.*

*1. The total price of the Contract is 1,675,800.00 rubles inclusive of VAT 18% or 255 630,51 rubles, including for the use of:*

*½ of training football field No. 3 in January, February, March, April, October, November, December 2013 the lease payment shall be 10,500 (ten thousand five hundred) rubles 00 kopecks inclusive of VAT18% or 1,601 (one thousand six hundred one) ruble 69 kopecks for each hour of using the Facility;*

*½ of training football field No. 3 in May, June, July, September 2013 the lease payment shall be 8,400 (eight thousand four hundred) rubles 00 kopecks, inclusive of VAT18% or 1,281 (one thousand two hundred eighty one) ruble 35 kopecks for each hour of using the Facility.*

*Approve the entering into the Contract of lease of facility between JSC TransContainer and Football Club Lokomotiv (D.U.), which is a related-party transaction, on the following terms and conditions:*

*Parties to the Contract:*

*Football Club Lokomotiv (D.U.) as the Lessor and JSC TransContainer as the Lessee.*

**Subject-matter of the Contract:**

*The Lessor undertakes, within the term of the Contract, in accordance with the agreed schedule, grant the Lessee for a fee a right of temporary use of 1/2 of training football field No. 3 with the total area of 3,502 square meters (a ground with artificial covering, reference number 77-77-22/008/2009-979) located at 107553, Moscow, ul. Bolshaya Cherkizovskaya, estate 125 (Lit.22).*

*Attendance schedule: weekly on Wednesday from 19.00 to 21.00, and on Friday from 18.00 to 20.00 from January 09 to July 31 2013, and from September 04 to December 20, 2013 (attendance and payment schedule is shown in Annex No. 2 to the Contract).*

**Price of the Contract:**

*1,675,800.00 rubles inclusive of VAT 18% or 255,630.51 rubles, including for the use of: ½ of training football field No. 3 in January, February, March, April, October, November, December 2013 the lease payment shall be 10,500 (ten thousand five hundred) rubles 00 kopecks inclusive of VAT18% or 1,601 (one thousand six hundred one) ruble 69 kopecks for each hour of using the Facility;*

*½ of training football field No. 3 in May, June, July, September 2013 the lease payment shall be 8,400 (eight thousand four hundred) rubles 00 kopecks, inclusive of VAT18% or 1,281 (one thousand two hundred eighty one) ruble 35 kopecks for each hour of using the Facility.*

**Term of the Contract:**

*The Contract shall become effective on the date when signed by the authorized representatives of the Parties and remain valid until December 20, 2013.*

**2.3.6.**

*1. Lease payment for three parts of the land plot of 102,203.0 square meters located at Novosibirsk, Leninskiy District, Kleshchikha station shall be 515.68 rubles inclusive of VAT.*

*2. Approve the entering into the Contract of sublease of part of land plot (Novosibirsk, Leninskiy District, Kleshchikha station) between JSC RZD and JSC TransContainer (West Siberian Branch), which is a related-party transaction, on the following terms and conditions:*

**Parties to the Contract:**

*JSC RZD (West Siberian Railway, a branch of JSC RZD) as the Lessee and JSC TransContainer (West Siberian Branch) as the Sublessee.*

**Subject-matter of the Contract:**

*1. Sublease of parts of land plot ("plp") with the total area of 102,203.0 square meters with accounting numbers as follows:*

- 20/plp 1 with the total area of 86,851.0 square meters,*
- 20/plp 2 with the total area of 14,898.0 square meters,*
- 20/plp 3 with total area of 454.0 square meters that are parts of a land plot with the total area of 2,432,806.0 square meters, being residential land; cadastral number 54:35:0:0020, location determined according to reference address: Novosibirsk Region, Novosibirsk, permitted use: construction and operation of railroad transport facilities in the railroad precinct of the West Siberian Railway, a branch of JSC RZD, within the boundaries specified in the cadastral plan of the plot; the plot is federal ownership granted by JSC Russian Railways under Contract of lease No. 14NRI of January 17, 2008, for a 49-year lease (registered by the Territorial Branch of the Federal Agency for Federal Property Management for the Novosibirsk Region under No. 75rz on December 12, 2008).*

*2. The plots shall be used for the purposes of construction and operation of real properties owned by JSC TransContainer.*

*The plots are transferred on a sublease basis with the right to construct transport infrastructure facilities.*

**Lease payment under the Contract:**

*Price of the Contract is 515.68 rubles per year inclusive of VAT.*

**Term of the Contract:**

*The Contract shall be effective from the signing date and remain valid for 11 months. The terms*

*of the Contract shall govern the Parties' relations existing as from June 8, 2010.*

*Other material terms of the Contract:*

*If the Lessee continues using the real property after the expiry date of the Contract and provided that the Lessor does not object thereto, the Contract shall be deemed renewed on the same terms and conditions for a perpetual term.*

**2.3.7.**

*1. The service fee for preparation and issue of design requirements for an intersection of the railway bed and a gas pipeline at 1,632 km PK8+17m at Chernikovka station, Kuibyshev Railway, a branch of JSC RZD shall be 21,537 (twenty one thousand five hundred thirty seven) rubles 20 kopecks, inclusive of VAT at 18% or 3,285 (three thousand two hundred eighty five) rubles 30 kopecks.*

*2. Approve the entering into the Contract of service in preparation and issue of design requirements for an intersection of the railway bed and a gas pipeline at 1,632 km PK8+17m at Chernikovka station, Kuibyshev Railway, a branch of JSC RZD between JSC RZD (Kuibyshev Railway, a branch of JSC RZD) and JSC TransContainer (Kuibyshev Branch) on the following terms and conditions:*

*Parties to the Contract:*

*JSC TransContainer (Kuibyshev Branch) as the Client and JSC RZD (Kuibyshev Railway, a branch of JSC RZD) as the Service Provider.*

*Subject-matter of the Contract:*

*Provision of service in preparation and issue of design requirements for an intersection of the railway bed and a gas pipeline at 1,632 km PK8+17m at Chernikovka station, Kuibyshev Railway, a branch of JSC RZD.*

*Price of the Contract:*

*The price of the Contract shall be 21,537 (twenty one thousand five hundred thirty seven) rubles 20 kopecks, inclusive of VAT at 18% or 3,285 (three thousand two hundred eighty five) rubles 30 kopecks.*

*Term of the Contract:*

*The Contract shall be effective from the date of its signing by the Parties and shall remain valid until the Parties have performed their obligations in full.*

**2.3.8.**

*1. The service fee under the said Contract shall be in accordance with the Annex to the Contract "Price of training to the qualification "Cargo and baggage acceptance/delivery agent" as approved by JSC RZD (Komsomolsk Training Center, an education business unit of the Far Eastern Railway, which is a branch of JSC RZD).*

*2. Approve the entering into the Contract for professional training services between JSC TransContainer (Far Eastern Branch) and JSC RZD (Komsomolsk Training Center, an education business unit of the Far Eastern Railway, which is a branch of JSC RZD), which is a related-party transaction, on the following terms and conditions.*

*Parties to the Contract:*

*JSC TransContainer (Far Eastern Branch) as the Client and JSC RZD (Komsomolsk Training Center, an education business unit of the Far Eastern Railway, which is a branch of JSC RZD) as the Service Provider.*

*Subject-matter of the Contract:*

*The Client shall authorize and pay for, and the Service Provider shall provide training services in the Komsomolsk Training Center, an education business unit of the Far Eastern Railway, which is a branch of JSC RZD, in qualification "Cargo and baggage acceptance/delivery agent".*

*Price of the Contract:*

*The price of the Contract shall depend on the cost of actually provided services in accordance with the price of training in qualification "Cargo and baggage acceptance/delivery agent", which*

*is shown in Annex No. 1 to the Contract.*

***Term of the Contract:***

***The Contract shall be effective from the date of its signing by the Parties and shall remain valid until May 31, 2014.***

**2.3.9.**

***1. The charge (lease rate) for the use of a crewed transport vehicle shall be calculated at the time of delivery/acceptance of the transport vehicle depending on the zone of use of the leased transport vehicle as per Annex No. 6 and the agreed lease rates for the use of transport vehicles (Annex No. 7).***

***2. Approve the entering into the Contract of lease of crewed transport vehicles between JSC TransContainer (South Urals Branch) and JSC RZD (South Urals Terminal and Warehouse Facilities Operation Directorate, a business unit of the Central Terminal and Warehouse Facilities Operation Directorate, which is a branch of JSC RZD), which is a related-party transaction, on the following terms and conditions:***

***Parties to the Contract:***

***JSC TransContainer (South Urals Branch) as the Lessee, and JSC RZD (South Urals Terminal and Warehouse Facilities Operation Directorate, a business unit of the Central Terminal and Warehouse Facilities Operation Directorate, which is a branch of JSC RZD) as the Lessor.***

***Subject-matter of the Contract:***

***Granting of transport vehicles for temporary possession and use for a charge, and provision of services in driving, technical maintenance and operation of transport vehicles.***

***Price of the Contract:***

***The price of the Contract shall be in accordance with lease rates based on crewed transport vehicle lease rate during the term of the Contract.***

***The charge for the use (lease rate) of a crewed transport vehicle shall be calculated at the time of delivery/acceptance of the transport vehicle depending on the zone of use of the leased transport vehicle as per Annex No. 6 and the agreed lease rates for the use of transport vehicles (Annex No. 7).***

***Term of the Contract: The Contract shall become effective on January 01, 2013 and shall remain valid through to and including December 31, 2014.***

**2.3.10.**

***1. The cost of security services under the Contract shall be 249,166 (two hundred forty nine thousand one hundred sixty six) 44 kopecks, inclusive of VAT at 18% or 38,008 (thirty eight thousand eight rubles) 44 kopecks. Total annual value of the Contract shall be 2,989,977 (two million nine hundred eighty nine thousand nine hundred seventy seven rubles) 28 kopecks, inclusive of VAT at 18% or 456,101 (four hundred fifty six thousand one hundred one ruble) 28 kopecks.***

***2. Approve the entering into the Contract for security services between Private Security Firm RDZ-OKHRANA and JSC TransContainer (South Eastern Branch), which is a related-party transaction, on the following terms and conditions:***

***Parties to the Contract:***

***Private Security Firm RDZ-OKHRANA (Service Provider) and JSC TransContainer (Client).***

***Subject-matter of the Contract:***

***Provision of security services.***

***Cost of the Contract:***

***The cost of security services per month is 249,166 (two hundred forty nine thousand one hundred sixty six rubles) 44 kopecks, inclusive of VAT at 18% or 38,008 (thirty eight thousand eight rubles) 44 kopecks.***

***Total annual value of the Contract shall be 2 989 977 2,989,977 (two million nine hundred eighty nine thousand nine hundred seventy seven rubles) 28 kopecks, inclusive of VAT at 18% or***



**456,101 (four hundred fifty six thousand one hundred one ruble) 28 kopecks.**

**Term of the Contract: The Contract shall become effective on January 01, 2013 and shall remain valid through to and including December 31, 2013.**

2.4. Date of meeting of the issuer's board of directors that passed the relevant decisions:  
**21 November 2012.**

2.5. Date and number of minutes of the meeting of the issuer's board of directors that passed the relevant decisions: **Minutes No. 6 of 21 December 2012.**

3. Signature

3.1. Director-General JSC "TransContainer"

P.V. Baskakov

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(signature)

3.2. Date 21 December 20 12

Seal