**Statement of Material Fact**

**Specific decisions passed by the issuer’s board of directors**

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| 1. General Information | | | | | | | | | | | |
| 1.1. Full corporate name of the issuer | | | | | | | ***Joint-Stock Company Centre for the Transport of Goods in Containers (TransContainer)*** | | | | |
| 1.2. Short corporate name of the issuer | | | | | | | ***JSC TransContainer*** | | | | |
| 1.3. Issuer’s registered address | | | | | | | ***Russian Federation, 107228, Moscow, Novoryazanskaya Street, 12*** | | | | |
| 1.4. Issuer’s Principal State Registration Number (OGRN) | | | | | | | ***1067746341024*** | | | | |
| 1.5. Issuer’s Taxpayer Identification Number (INN) | | | | | | | ***7708591995*** | | | | |
| 1.6. Issuer’s unique code assigned by the registration agency | | | | | | | ***55194-Е*** | | | | |
| 1.7. Webpage used by the issuer for disclosure of information | | | | | | | [***http://www.trcont.ru***](http://www.trcont.ru)  [***http://www.e-disclosure.ru/portal/company.aspx?id=11194***](http://www.e-disclosure.ru/portal/company.aspx?id=11194) | | | | |
| 2. Contents of the Statement | | | | | | | | | | | |
| ***Approval of related-party transactions***  2.1. Quorum of the meeting of the issuer’s Board of Directors: ***10 of 11 members of the Directors Board of JSC "TransContainer" took part in the meeting (90%).***  ***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.***  2.2. Issues put to a vote and voting results:  ***2.2.1. Approval of entering into an agreement on termination of premises lease contract No. TsRIA/4/A/0911010000/07/003909 (KYu-308-yur) dated 01.11.2007 (Ulyanovsk Region, Ulyanovsk, station Ulyanovsk-1, Freight Yard) between JSC RZD (Kuibyshev Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD) and JSC TransContainer (Kuibyshev Branch).***  ***For:10;***  ***Against: none;***  ***Abstained: none.***  ***2.2.2. Approval of entering into a premises lease contract (Primorie Territory, Partizansk, ul. Vokzalnaya, 1A) between JSC TransContainer (Far Eastern Branch) and JSC Railcar Repair Company 2.***  ***Voting results:***  ***For:10;***  ***Against: none;***  ***Abstained: none.***  ***2.2.3. Approval of entering into a premises lease contract (Primorie Territory, Vladivostok, station Pervaya Rechka, 6 km, ul. Snegovaya, 54) between JSC TransContainer (Far Eastern Branch) and JSC RZD (Far Eastern Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD).***  ***Voting results:***  ***For:10;***  ***Against: none;***  ***Abstained: none.***  ***2.2.4. Approval of entering into a premises lease contract (Primorie Territory, Ussuriisk, per. Spassky, 7 (lit A15)) between JSC TransContainer (Far Eastern Branch) and JSC RZD (Far Eastern Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD).***  ***Voting results:***  ***For:10;***  ***Against: none;***  ***Abstained: none.***  ***2.2.5. Approval of entering into a premises lease contract (Tomsk region, Tomsk, ul. Omskaya, 89) between JSC TransContainer (West Siberian Branch) and JSC RZD (West Siberian Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD).***  ***Voting results:***  ***For:10;***  ***Against: none;***  ***Abstained: none.***  ***2.2.6. Approval of entering into a premises lease contract (Primorie Territory, Nakhodka, ul. Shosseynaya, 130) between JSC TransContainer (Far Eastern Branch) and JSC RZD (Far Eastern Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD).***  ***Voting results:***  ***For:10;***  ***Against: none;***  ***Abstained: none***  ***2.2.7. Approval of entering into a premises lease contract (Republic of Tatarstan, Tukaevsky district, s/s Kruglopolsky, stan. Krugloye Pole, ul. Vokzalnaya) between JSC Federal Passenger Company (Kuibyshev Branch) and JSC TransContainer (Kuibyshev Branch).***  ***Voting results:***  ***For:10;***  ***Against: none;***  ***Abstained: none***  ***2.2.8. Approval of entering into supplementary agreement No. 1 to premises lease contract No. NYu 135 (TsRI/4/A/9098/07/000348) dated 23.01.2007 (Primorie Territory, Vladivostok, ul. Amurskaya, 88) between JSC TransContainer (Far Eastern Branch) and JSC RZD (Far Eastern Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD).***  ***Voting results:***  ***For:10;***  ***Against: none;***  ***Abstained: none***  ***2.2.9. Approval of entering into supplementary agreement No. 1 to premises lease contract No. NYu 132 (TsRI/4/A/9098/07/000350) dated 23.01.2007 (Primorie Territory, Vladivostok, ul. Snegovaya, 54) between JSC TransContainer (Far Eastern Branch) and JSC RZD (Far Eastern Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD).***  ***Voting results:***  ***For:10;***  ***Against: none;***  ***Abstained: none***  ***2.2.10. Approval of entering into supplementary agreement No. 1 to premises lease contract No. NYu 213 (TsRI/4/A/9098/07/000356) dated 26.01.2007 (Primorie Territory, Vladivostok, ul. Amurskaya, 88) between JSC TransContainer (Far Eastern Branch) and JSC RZD (Far Eastern Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD).***  ***Voting results:***  ***For:10;***  ***Against: none;***  ***Abstained: none***  ***2.2.11. Approval of entering into a supplementary agreement to premises lease contract No. 15/175R-09 dated 13.02.2009 (Yekaterinburg, ul. Nikolaya Nikonova 8 and ul. Avtomagistralnaya, 2, liter A) between JSC TransContainer (Sverdlovsk Branch) and JSC Ural-TransTelecom.***  ***Voting results:***  ***For:10;***  ***Against: none;***  ***Abstained: none***  ***2.2.12. Approval of entering into a freight forwarding contract between JSC TransContainer (the Branch on the Northern Railway) and JSC TransWoodService.***  ***Voting results:***  ***For:10;***  ***Against: none;***  ***Abstained: none***  ***2.2.13. Approval of entering into a contract for design and survey work between JSC ROSZHELDORPROEKT (Ufa Branch of Samara Design and Survey Institute Zheldorproekt Povolzhya, a branch of JSC ROSZHELDORPROEKT) and JSC TransContainer (Kuibyshev Branch).***  ***Voting results:***  ***For:9;***  ***Against: none;***  ***Abstained: none***  ***When counting the votes on this issue has not been considered a voting member of the Board of Directors of A. Davydov, as it is the person interested in the conclusion of the transaction (Davydov A. Chairman of the Board of Directors of "Roszheldorproject").***  ***2.2.14. Approval of entering into a contract for supply of scrap metal between JSC RZD Trade House and JSC TransContainer.***  ***Voting results:***  ***For:9;***  ***Against: none;***  ***Abstained: none***  ***When counting the votes on this issue has not been considered a voting member of the Board of Directors of A. Davydov, as it is the person interested in the conclusion of the transaction (Davydov A. Chairman of the Board of Directors of JSC "Trade House" RZD ").***  ***2.2.15. Approval of entering into a Contract for the arrangement of bond (exchange-traded bond) issues among JSC TransContainer, JSC Alfa-Bank, JSC VTB Capital and JSC Raiffeisenbank, which is a related party transaction.***  ***For:10;***  ***Against: none;***  ***Abstained: none***  ***2.2.16. Approval of transactions related to purchase of securities (bonds of series 03 and 04, bonds of series BO-01, BO-02 and BO-03.***  ***Voting results:***  ***For:10;***  ***Against: none;***  ***Abstained: none***  2.3. Contents of the decisions passed by the issuer’s board of directors:  ***2.3.1.***  ***1. It shall be established that the subject matter of the transactions does not change the amount of rent under premises lease contract No. TsRIA/4/A/0911010000/07/003909 (KYu-308-yur) dated 01.11.2007 in respect of premises located at: Ulyanovsk Region, Ulyanovsk, station Ulyanovsk-1, Freight Yard.***  ***2. Entering into an agreement on termination of premises lease contract No. TsRIA/4/A/0911010000/07/003909 (KYu-308-yur) dated 01.11.2007 between JSC RZD (Kuibyshev Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD) and JSC TransContainer (Kuibyshev Branch), which is a related party transaction, shall be approved on the following conditions:***  ***Parties to the Agreement: JSC RZD (Kuibyshev Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD) as the Landlord, JSC TransContainer (Kuibyshev Branch) as the Tenant.***  ***Subject matter of the Agreement:***  ***Termination of contract of lease of JSC RZD premises No. TsRIA/4/A/0911010000/07/003909 (KYu-308-yur) dated 01.11.2007.***  ***Term of the Agreement: The agreement shall become effective from the date of its signing by the Parties and in accordance with article 425 of the Civil Code of the Russian Federation shall apply to the relations between the Parties existing before its signing, i.e. since 27.04.2012.***  ***2.3.2.***  ***1. It shall be established that the rent for the use of premises having the area of 20.19 sq. m. in a building with structural additions - railcar shed, located at: Primorie Territory, Partizansk, ul. Vokzalnaya, 1A, will amount to 992.68 rubles per month including VAT; 11,912.10 rubles per year including VAT.***  ***2. Entering into a premises lease contract (Primorie Territory, Partizansk, ul. Vokzalnaya, 1A) between JSC TransContainer (Far Eastern Branch) and JSC RRC-2, which is a related party transaction, shall be approved on the following conditions:***  ***Parties to the Contract: JSC RRC-2 as the Landlord, JSC TransContainer (Far Eastern Branch) as the Tenant.***  ***Subject matter of the Contract: Lease of real property: non-residential premises No. 10 having the area of 20.19 sq. m. in a building with structural additions - railcar shed, located at: Primorie Territory, Partizansk, ul. Vokzalnaya, 1A.***  ***Price of the Contract: Monthly rent, inclusive of value-added tax, shall amount to 992 (nine hundred ninety two) rubles 68 kopecks, including VAT (18%) in the amount of 151 (one hundred fifty one) rubles 43 kopecks.***  ***The annual rent shall amount to 11,912 (eleven thousand nine hundred twelve) rubles 10 kopecks, including VAT (18%) in the amount of 1,817 (one thousand eight hundred seventeen) rubles 10 kopecks.***  ***Term of the Contract: The Contract shall become effective from the date of its signing by the parties and shall remain in force for 11 months. The contract shall apply to the relations of the Parties existing since 01.01.2012.***  ***Other material terms and conditions of the Contract: If the Tenant continues to use the property after the expiration of the Contract, provided the Landlord has no objections, the lease contract shall be considered renewed on the same conditions for an indefinite term.***  ***2.3.3.***  ***1. It shall be established that the rent for the use of real property: non-residential premises having the total area of 49.3 sq. m. in the slings manufacturing building located at: Primorie Territory, Vladivostok, station Pervaya Rechka, 6 km, ul. Snegovaya, 54, will amount to 30,114 rubles per month including VAT, 361,368 rubles per year including VAT.***  ***2. Entering into a premises lease contract (Primorie Territory, Vladivostok, station Pervaya Rechka, 6 km, ul. Snegovaya, 54) between JSC RZD (Far Eastern Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD) and JSC TransContainer (Far Eastern Branch), which is a related party transaction, shall be approved on the following conditions:***  ***Parties to the Contract: JSC RZD (Far Eastern Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD) as the Landlord and JSC TransContainer (Far Eastern Branch) as the Tenant.***  ***Subject matter of the Contract: Lease of real property: non-residential premises having the total area of 49.3 sq. m. in the slings manufacturing building located at: Primorie Territory, Vladivostok, station Pervaya Rechka, 6 km, ul. Snegovaya, 54, including: premises No. 1 having the area of 9.1 sq. m. and a portion of premises No. 2 having the area of 19.0 sq. m. in the basement of the building; premises No. 1 having the area of 6.9 sq. m., premises No. 3 having the area of 11.3 sq. m. and premises No. 4 having the area of 3.0 sq. m. on level 1 of the building (hereafter, the Premises).***  ***The Premises provided to the Tenant shall be used as offices and utility rooms.***  ***Price of the Contract: The annual rent, including value added tax, shall amount to 361,368 rubles.***  ***Monthly rent shall amount to 30,114 rubles, including VAT.***  ***Term of the Contract: The Contract shall become effective from the date of its signing by the parties and shall remain in force for 11 months. The contract shall apply to the relations of the Parties existing since 01.01.2012.***  ***Other material terms and conditions of the Contract: If the Tenant continues to use the property after the expiration of the Contract, provided the Landlord has no objections, the lease contract shall be considered renewed on the same conditions for an indefinite term.***  ***2.3.4.***  ***1. It shall be established that the rent for the use of real property: non-residential premises having the total area of 78.8 sq. m. on levels 1 and 2 of the utility building located at: Primorie Territory, Ussuriisk, per. Spassky, 7 (lit A15), will amount to 57,849.00 rubles per month including VAT, 694,188 rubles per year including VAT.***  ***2. Entering into a premises lease contract (Primorie Territory, Ussuriisk, per. Spassky, 7 (lit A15)) between JSC RZD (Far Eastern Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD) and JSC TransContainer (Far Eastern Branch), which is a related party transaction, shall be approved on the following conditions:***  ***Parties to the Contract: JSC RZD (Far Eastern Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD) as the Landlord and JSC TransContainer (Far Eastern Branch) as the Tenant.***  ***Subject matter of the Contract: Lease of real property: non-residential premises having the total area of 78.8 sq. m. in the utility building located at: Primorie Territory, Ussuriisk, per. Spassky, 7 (lit A15), including: a portion of premises No. 3 having the area of 17.0 sq. m. and a portion of premises No. 14 having the area of 15.1 sq. m. on level 1; premises No. 8 having the area of 19.0 sq. m., a portion of premises No. 9 having the area of 13.8 sq. m. and premises No. 10 having the area of 13.9 sq. m. on level 2 (hereafter, the Premises).***  ***The premises provided to the Tenant shall be used as offices and utility rooms.***  ***Price of the Contract: The annual rent, including value added tax, shall amount to 694,188 rubles.***  ***Monthly rent shall amount to 57,849.00 rubles, including VAT.***  ***Term of the Contract: The Contract shall become effective from the date of its signing by the parties and shall remain in force for 11 months. The contract shall apply to the relations of the Parties existing since 01.01.2012.***  ***Other material terms and conditions of the Contract: If the Tenant continues to use the property after the expiration of the Contract, provided the Landlord has no objections, the lease contract shall be considered renewed on the same conditions for an indefinite term.***  ***2.3.5.***  ***1. It shall be established that the rent for the use of premises having the area of 43.8 sq. m. on level 3 of the building of administration and on-site facilities of the freight yard located at: Tomsk region, Tomsk, ul. Omskaya, 89, shall amount to 152,778.0 rubles per year including VAT.***  ***2. Entering into a premises lease contract (Tomsk region, Tomsk, ul. Omskaya, 89) between JSC RZD (West Siberian Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD) and JSC TransContainer (West Siberian Branch), which is a related party transaction, shall be approved on the following conditions:***  ***Parties to the Contract:***  ***JSC RZD (West Siberian Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD) as the Landlord and JSC TransContainer (West Siberian Branch) as the Tenant.***  ***Subject matter of the Contract:***  ***Lease of real property: non-residential premises No. 9 having the area of 43.8 sq. m. on level 3 of the building of administration and on-site facilities of the freight yard located at: Tomsk region, Tomsk, ul. Omskaya, 89.***  ***The premises provided to the Tenant shall be used as offices.***  ***The premises are located within a land plot of the total area of 3,126,955 sq. m. with cadastral number 70:21:0:0056.***  ***The amount of rent under the Contract:***  ***The rent, including value added tax, shall amount to 152,778.0 rubles per year.***  ***Monthly rent shall amount to 12,731 rubles 50 kopecks including VAT.***  ***Term of the Contract:***  ***The Contract shall become effective from the date of its signing by the parties and shall remain in force for 11 months.***  ***Other material terms and conditions of the Contract:***  ***If the Tenant continues to use the property after the expiration of the Contract, provided the Landlord has no objections, the lease contract shall be considered renewed on the same conditions for an indefinite term.***  ***2.3.6.***  ***1. It shall be established that the rent for the use of premises having the area of 9.4 sq. m. on level 1 of the building of the Large-Capacity Containers Circulation Office located at: Primorie Territory, Nakhodka, ul. Shosseynaya, 130, shall amount to 66,180.0 rubles per year including VAT.***  ***2. Entering into a premises lease contract (Primorie Territory, Nakhodka, ul. Shosseynaya, 130) between JSC RZD (Far Eastern Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD) and JSC TransContainer (Far Eastern Branch), which is a related party transaction, shall be approved on the following conditions:***  ***Parties to the Contract:***  ***JSC RZD (Far Eastern Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD) as the Landlord and JSC TransContainer (Far Eastern Branch) as the Tenant.***  ***Subject matter of the Contract:***  ***Lease of real property: non-residential premises No. 8 having the area of 9.4 sq. m. on level 1 of the building of the Large-Capacity Containers Circulation Office located at: Primorie Territory, Nakhodka, ul. Shosseynaya, 130.***  ***The premises provided to the Tenant shall be used as offices.***  ***The amount of rent under the Contract:***  ***The rent, including value added tax, shall amount to 66,180.0 rubles per year.***  ***Monthly rent shall amount to 5,515.0 rubles including VAT.***  ***Term of the Contract:***  ***The contract shall become effective from the date of its signing by the parties and shall remain in force for 11 months. The contract shall apply to the relations of the Parties existing since 01.01.2012.***  ***Other material terms and conditions of the Contract:***  ***If the Tenant continues to use the property after the expiration of the Contract, provided the Landlord has no objections, the lease contract shall be considered renewed on the same conditions for an indefinite term.***  ***2.3.7.***   1. ***It shall be established that the rent for the use of non-residential premises No. 2 having the area of 18.1 sq. m. located at: Republic of Tatarstan, Tukaevsky district, s/s Kruglopolsky, stan. Krugloye Pole, ul. Vokzalnaya, shall amount to 56,897 (fifty six thousand eight hundred ninety seven) rubles 71 kopecks, including VAT at the rate of 18% in the amount of 8,679 (eight thousand six hundred seventy nine) rubles 31 kopecks.***   ***2. Entering into a premises lease contract between JSC Federal Passenger Company (Kuibyshev Branch) and JSC TransContainer (Kuibyshev Branch), which is a related party transaction, shall be approved on the following conditions:***  ***Parties to the Contract: JSC TransContainer (Kuibyshev Branch) as the Tenant, JSC Federal Passenger Company (Kuibyshev Branch) as the Landlord.***  ***Subject matter of the Contract:***  ***Lease of non-residential premises No. 2 having the area of 18.1 sq. m. on level 2 of the railway station building (lit. A) located at: Republic of Tatarstan, Tukaevsky district, s/s Kruglopolsky, stan. Krugloye Pole, ul. Vokzalnaya, cadastral (identification) number: 16:39:16 07 02:249:92:002:257:000002220. The provided premises shall be used for operating activities.***  ***Price of the Contract: amounts to 56,897 (fifty six thousand eight hundred ninety seven) rubles 71 kopecks, including VAT at the rate of 18% in the amount of 8,679 (eight thousand six hundred seventy nine) rubles 31 kopecks per year.***  ***Term of the Contract:***  ***The Contract shall become effective from the date of its approval by the Board of Directors of the Tenant and shall remain in force for 11 months. The contract shall apply to the relations of the Parties existing since August 27, 2012.***  ***Other material terms and conditions of the Contract:***  ***If the Tenant continues to use the property after the expiration of the Contract, provided the Landlord has no objections, the lease contract shall be considered renewed on the same conditions for an indefinite term.***  ***2.3.8.***  ***1. It shall be established that the rent for the use of non-residential premises having the total area of 160.9 sq. m. located at: Primorie Territory, Vladivostok, ul. Amurskaya, 88, under premises lease contract No. NYu 135 (TsRI/4/A/9098/07/000348) dated 23.01.2007 will amount to 67,394.95 rubles, including VAT, per month.***  ***2. Entering into Supplementary Agreement No. 1 to contract of lease of JSC RZD premises No. NYu 135 (TsRI/4/A/9098/07/000348) dated 23.01.2007 (Primorie Territory, Vladivostok, ul. Amurskaya, 88) between JSC RZD (Far Eastern Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD) and JSC TransContainer (Far Eastern Branch), which is a related party transaction, shall be approved on the following conditions:***  ***Parties to the Supplementary Agreement:***  ***JSC RZD (Far Eastern Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD) as the Landlord and JSC TransContainer (Far Eastern Branch) as the Tenant.***  ***Subject matter of the Supplementary Agreement:***   1. ***Clause 1.1 of contract of lease of JSC RZD premises No. NYu 135 (TsRI/4/A/9098/07/000348) dated 23.01.2007 (hereafter, the Contract) shall be amended to read as follows:***   ***"1.1. The Landlord transfers and the Tenant accepts at a charge on a leasehold basis for temporary possession and use the premises (specified in Annex 3 hereto): a portion of non-residential premises having the total area of 66.1 sq. m. Nos. 9, 11, 14 on level 1 and Nos. 1, 4 on level 2 of the building of administration and on-site facilities located at: Primorie Territory, Vladivostok, ul. Amurskaya, 88 (hereafter, the Premises)."***   1. ***Clause 3.1.2 of the Contract shall be amended to read as follows:***   ***"3.1.2. Provide to the Tenant the Premises specified in annex 3 to this Contract under the Premises Transfer and Acceptance Statement, which shall be made and signed by the Parties in 3 copies."***   1. ***Clause 5.1 of the Contract shall be amended to read as follows:***   ***"5.1. In accordance with the Agreement on the Rent Amount (annex 4 hereto), the rent for the lease of the premises is set in the amount of 67,394.95 (sixty seven thousand ninety four) rubles 95 kopecks per month including VAT. Value added tax calculated at the rate of 18% amounts to 10,280.59 (ten thousand two hundred eighty) rubles 59 kopecks.***  ***The annual rent will amount to 808,739.40 (eight hundred eight thousand seven hundred thirty nine) rubles 40 kopecks, including VAT (18%) in the amount of 123,367.08 (one hundred twenty three thousand three hundred sixty seven) rubles 08 kopecks."***   1. ***Clause 10.11. of the Contract shall be amended to read as follows:***   ***"10.11. The following documents are enclosed hereto:***   * + 1. ***Annex 3 (Composition of leased premises and Premises plan);***     2. ***Annex 4 (Agreement on the amount of monthly rent)"***  1. ***Section 11 of the Contract shall be amended to read as follows:***  |  |  | | --- | --- | | ***Landlord:***  ***JSC Russian Railways***  ***Registered address: 107174 Moscow,***  ***ul. Novaya Basmannaya, 2***  ***Far Eastern Directorate for Management***  ***of Terminal Warehousing Complex***  ***Address: 680000, Khabarovsk, ul. Komsomolskaya, 68.***  ***Banking details for the payment for services***  ***under this Contract:***  ***INN 7708503727, KPP 272145010,***  ***BIC 040813852,***  ***settlement account 40702810627065003060,***  ***corr. account 30101810100000000852***  ***with the Khabarovsk branch of TransCreditBank, company code 2062*** | ***Tenant:***  ***JSC Centre for the Transport of Goods in Containers (TransContainer)***  ***Address: 107228, Russian Federation, Moscow, ul. Novoryazanskaya, 12***  ***INN 7708591995***  ***KPP 997650001***  ***Branch of JSC TransContainer on***  ***the Far Eastern Railway***  ***Registered address of the branch:***  ***680000, Russian Federation, Khabarovsk,  ul. Frunze, 12, of. 44***  ***Mailing address: 680000, Russian Federation Khabarovsk, ul. Dzerzhinskogo, 65, et. 3, of. 7.***  ***INN 7708591995, KPP 272102001***  ***settlement account 40702810527000004001***  ***corr. acc. 30101810100000000852***  ***Khabarovsk branch of JSC TransCreditBank***  ***BIC 040813852*** |  1. ***Annexes 1 and 2 to the Contract shall cease to have effect as from the date of signing by the Parties of this Supplementary Agreement.*** 2. ***Annexes 3, 4 to the Contract as set out in Annexes 1, 2 to this Agreement, which shall be incorporated in and made an integral part of this Agreement and the Contract, shall become operative as from the date of signing of this Agreement.*** 3. ***The amount of rent specified in paragraph 2 of this Supplementary Agreement shall be paid by the Tenant from the date of signing of the Premises Transfer and Acceptance Statement in accordance with the procedure established in the Contract.***   ***Term of the Supplementary Agreement:***  ***The Supplementary Agreement shall become effective from the date of its signing by the Parties and shall remain valid through the term of the Contract.***  ***2.3.9.***  ***1. It shall be established that the rent for the use of non-residential premises having the total area of 160.9 sq. m. located at: Primorie Territory, Vladivostok, ul. Snegovaya, 54, under premises lease contract No. NYu 132 (TsRI/4/A/9098/07/000350) dated 23.01.2007 shall amount to 93,968.40 rubles including VAT per month.***  ***2. Entering into Supplementary Agreement No. 1 to contract of lease of JSC RZD premises No. NYu 132 (TsRI/4/A/9098/07/000350) dated 23.01.2007 (Primorie Territory, Vladivostok, ul. Snegovaya, 54) between JSC RZD (Far Eastern Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD) and JSC TransContainer (Far Eastern Branch), which is a related party transaction, shall be approved on the following conditions:***  ***Parties to the Supplementary Agreement:***  ***JSC RZD (Far Eastern Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD) as the Landlord and JSC TransContainer (Far Eastern Branch) as the Tenant.***  ***Subject matter of the Supplementary Agreement:***   1. ***Clause 1.1 of contract of lease of JSC RZD premises No. NYu 132 (TsRI/4/A/9098/07/000350) dated 23.01.2007 (hereafter, the Contract) shall be amended to read as follows:***   ***"1.1. The Landlord transfers and the Tenant accepts at a charge on a leasehold basis for temporary possession and use a portion of non-residential premises Nos. 8, 9, 13-18, 24, 25 having the total area of 160.9 sq. m. on level 2 of the building of freight office (specified in annex 3 hereto) located at: Primorie Territory, Vladivostok, ul. Snegovaya, 54 (hereafter, the Premises)."***   1. ***Clause 3.1.2 of the Contract shall be amended to read as follows:***   ***"3.1.2. Provide to the Tenant the Premises specified in annex 3 to this Contract under the Premises Transfer and Acceptance Statement, which shall be made and signed by the Parties in 3 copies."***   1. ***Clause 5.1 of the Contract shall be amended to read as follows:***   ***"5.1. In accordance with the Agreement on the Rent Amount (annex 4 hereto), the rent for the lease of the premises is set in the amount of 93,968.40 (ninety three thousand nine hundred sixty eight) rubles 40 kopecks per month including VAT calculated at the rate of 18% and amounting to 14,334.16 (fourteen thousand three hundred thirty four) rubles 16 kopecks.***  ***The annual rent will amount to 1,127,620.80 (one million one hundred twenty seven thousand six hundred twenty) rubles 80 kopecks, including VAT (18%) in the amount of 172,009, 95 (one hundred seventy two thousand nine) rubles 95 kopecks."***   1. ***Clause 10.11. of the Contract shall be amended to read as follows:***   ***"10.11. The following documents are enclosed hereto:***   * + 1. ***Annex 3 (Composition of leased premises and Premises plan);***     2. ***Annex 4 (Agreement on the amount of monthly rent)"***  1. ***Section 11 of the Contract shall be amended to read as follows:***  |  |  | | --- | --- | | ***Landlord:***  ***JSC Russian Railways***  ***Registered address: 107174 Moscow,***  ***ul. Novaya Basmannaya, 2***  ***Far Eastern Directorate for Management***  ***of Terminal Warehousing Complex***  ***Address: 680000, Khabarovsk, ul. Komsomolskaya, 68.***  ***Banking details for the payment for services***  ***under this Contract:***  ***INN 7708503727, KPP 272145010,***  ***BIC 040813852,***  ***settlement account 40702810627065003060,***  ***corr. account 30101810100000000852***  ***with the Khabarovsk branch of TransCreditBank, company code 2062*** | ***Tenant:***  ***JSC Centre for the Transport of Goods in Containers (TransContainer)***  ***Address: 107228, Russian Federation, Moscow, ul. Novoryazanskaya, 12***  ***INN 7708591995***  ***KPP 997650001***  ***Branch of JSC TransContainer on***  ***the Far Eastern Railway***  ***Registered address of the branch:***  ***680000, Russian Federation, Khabarovsk,  ul. Frunze, 12, of. 44***  ***Mailing address: 680000, Russian Federation Khabarovsk, ul. Dzerzhinskogo, 65, et. 3, of. 7.***  ***INN 7708591995, KPP 272102001***  ***settlement account 40702810527000004001***  ***corr. acc. 30101810100000000852***  ***Khabarovsk branch of JSC TransCreditBank***  ***BIC 040813852*** |  1. ***Annexes 1 and 2 to the Contract shall cease to have effect as from the date of signing by the Parties of this Supplementary Agreement.*** 2. ***Annexes 3, 4 to the Contract as set out in Annexes 1, 2 to this Agreement, which shall be incorporated in and made an integral part of this Agreement and the Contract, shall become operative as from the date of signing of this Agreement.***   ***Term of the Supplementary Agreement:***  ***The Supplementary Agreement shall become effective from the date of its signing by the Parties and shall remain valid through the term of the Contract.***  ***2.3.10.***  ***1. It shall be established that the rent for the use of non-residential premises having the total area of 87.3 sq. m. located at: Primorie Territory, Vladivostok, ul. Amurskaya, 88, under premises lease contract No. NYu 213 (TsRI/4/A/9098/07/000356) dated 26.01.2007 will amount to 74,042.34 rubles, including VAT, per month.***  ***2. Entering into Supplementary Agreement No. 1 to contract of lease of JSC RZD premises No. NYu 213 (TsRI/4/A/9098/07/000356) dated 26.01.2007 (Primorie Territory, Vladivostok, ul. Amurskaya, 88) between JSC RZD (Far Eastern Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD) and JSC TransContainer (Far Eastern Branch), which is a related party transaction, shall be approved on the following conditions:***  ***Parties to the Supplementary Agreement:***  ***JSC RZD (Far Eastern Directorate for Management of Terminal Warehousing Complex, a structural subdivision of the Central Directorate for Management of Terminal Warehousing Complex, which is a branch of JSC RZD) as the Landlord and JSC TransContainer (Far Eastern Branch) as the Tenant.***  ***Subject matter of the Supplementary Agreement:***   1. ***Clause 1.1 of contract of lease of JSC RZD premises No. NYu 213 (TsRI/4/A/9098/07/000356) dated 26.01.2007 (hereafter, the Contract) shall be amended to read as follows:***   ***"1.1. The Landlord transfers and the Tenant accepts at a charge on a leasehold basis for temporary possession and use non-residential premises Nos. 1-7 having the total area of 87.3 sq. m. on level 2 of the building of freight office (specified in annex 3 hereto) located at: Primorie Territory, Vladivostok, ul. Amurskaya, 88 (hereafter, the Premises)."***   1. ***Clause 3.1.2 of the Contract shall be amended to read as follows:***   ***"3.1.2. Provide to the Tenant the Premises specified in annex 3 to this Contract under the Premises Transfer and Acceptance Statement, which shall be made and signed by the Parties in 3 copies."***   1. ***Clause 5.1 of the Contract shall be amended to read as follows:***   ***"5.1. The rent for the lease of the premises specified in annex 3 hereto is set in the amount of 74,042.34 (seventy four thousand forty two) rubles 34 kopecks per month including VAT. Value added tax calculated at the rate of 18% amounts to 11,294.59 (eleven thousand two hundred ninety four) rubles 59 kopecks.***  ***The annual rent will amount to 888,508.08 (eight hundred eighty eight thousand five hundred eight) rubles 08 kopecks, including VAT (18%) in the amount of 135,535.08 (one hundred thirty five thousand five hundred thirty five) rubles 08 kopecks."***   1. ***Clause 10.11. of the Contract shall be amended to read as follows:***   ***"10.11. The following documents are enclosed hereto:***   * + 1. ***Annex 3 (Composition of leased premises and Premises plan);***     2. ***Annex 4 (Agreement on the amount of monthly rent)."***  1. ***Section 11 of the Contract shall be amended to read as follows:***  |  |  | | --- | --- | | ***Landlord:***  ***JSC Russian Railways***  ***Registered address: 107174 Moscow,***  ***ul. Novaya Basmannaya, 2***  ***Far Eastern Directorate for Management***  ***of Terminal Warehousing Complex***  ***Address: 680000, Khabarovsk, ul. Komsomolskaya, 68.***  ***Banking details for the payment for services***  ***under this Contract:***  ***INN 7708503727, KPP 272145010,***  ***BIC 040813852,***  ***settlement account 40702810627065003060,***  ***corr. account 30101810100000000852***  ***with the Khabarovsk branch of TransCreditBank, company code 2062*** | ***Tenant:***  ***JSC Centre for the Transport of Goods in Containers (TransContainer)***  ***Address: 107228, Russian Federation, Moscow, ul. Novoryazanskaya, 12***  ***INN 7708591995***  ***KPP 997650001***  ***Branch of JSC TransContainer on***  ***the Far Eastern Railway***  ***Registered address of the branch:***  ***680000, Russian Federation, Khabarovsk,  ul. Frunze, 12, of. 44***  ***Mailing address: 680000, Russian Federation Khabarovsk, ul. Dzerzhinskogo, 65, et. 3, of. 7.***  ***INN 7708591995, KPP 272102001***  ***settlement account 40702810527000004001***  ***corr. acc. 30101810100000000852***  ***Khabarovsk branch of JSC TransCreditBank***  ***BIC 040813852*** |  1. ***Annexes 1 and 2 to the Contract shall cease to have effect as from the date of signing by the Parties of this Supplementary Agreement.*** 2. ***The Supplementary Agreement shall become effective from the date of its signing by the Parties.*** 3. ***Annexes 3, 4 to the Contract as set out in Annexes 1, 2 to this Agreement, which shall be incorporated in and made an integral part of this Agreement and the Contract, shall become operative as from the date of signing of this Agreement.*** 4. ***The amount of rent specified in paragraph 2 of this Supplementary Agreement shall be paid by the Tenant from the date of signing of the Premises Transfer and Acceptance Statement in accordance with the procedure established in the Contract.***   ***Term of the Supplementary Agreement:***  ***The Supplementary Agreement shall become effective from the date of its signing by the Parties and shall remain valid through the term of the Contract.***  ***2.3.11.***  ***1. It shall be established that the annual rent for the use of non-residential premises having the total area of 2 sq. m. located at: Yekaterinburg, ul. Nikolaya Nikonova 8 (1 sq. m.); Yekaterinburg, ul. Avtomagistralnaya, 2, liter A (1 sq. m.) amounts to 40,603.2 rubles per year including VAT.***  ***2. Entering into a supplementary agreement to premises lease contract (Yekaterinburg, ul. Nikolaya Nikonova 8 and Yekaterinburg, ul. Avtomagistralnaya, 2, lit. A) between JSC TransContainer (Sverdlovsk Branch) and JSC Ural-TransTelecom, which is a related party transaction, shall be approved on the following conditions:***  ***Parties to the Supplementary Agreement:***  ***JSC TransContainer (Sverdlovsk Branch) as the Landlord and JSC Ural-TransTelecom as the Tenant.***  ***Subject matter of the Supplementary Agreement:***  ***1. Clause 1.1 of Contract No. 15/175R-09 dated 13.02.2009 (hereafter, the Contract) shall be amended to read as follows:***  ***"1.1. The Landlord transfers and the Tenant accepts at a charge on a leasehold basis for temporary possession and use portions of non-residential premises specified in annexes 1, 5 to the Contract, including:***   * ***portion of non-residential premises in room No. № 16 on level 1 of the building located at: Yekaterinburg, ul. Nikolaya Nikonova 8 having the area of 1 sq. m. (in accordance with the Premises plan as per annex 3 to the Contract);*** * ***portion of non-residential premises in room No. № 14 on level 1 of the building located at: Yekaterinburg, ul. Avtomagistralnaya, 2, liter A having the area of 1 sq. m. (in accordance with the Premises plan as per annex 6 to the Contract) (hereafter, the Premises).***   ***The premises provided to the Tenant shall be used for installation of telecommunications equipment.***  ***2. Clause 3.1.2 of the Contract shall be amended to read as follows:***  ***"3.1.2. Within five days from the effective date of the Contract, provide to the Tenant the Premises specified in annexes 1, 5 to this Contract under the Premises Transfer and Acceptance Statement, which shall be made and signed by the Parties in two copies (as per annexes 4, 8 to the Contract)."***  ***3. Clause 5.1 of the Contract shall be amended to read as follows:***  ***"5.1. Monthly rent including payment for public utility services, electric power shall amount to 3,383.6 (three thousand three hundred eighty three) rubles 60 kopecks, including VAT (18%) in the amount of 516.14 (five hundred sixteen) rubles 14 kopecks.***  ***The annual rent shall amount to 40,603.2 rubles, including VAT (18%) in the amount of 6,193.71 (six thousand one hundred ninety three) rubles 71 kopecks."***  ***4. As from the date of signing of this Supplementary Agreement, Annex 2 to the Contract shall become inoperative.***  ***5. Annexes 5, 6, 7, 8 to the Contract as set out in Annexes 1, 2, 3, 4 to this Supplementary Agreement, respectively, shall become operative as from the date of signing of this Supplementary Agreement.***  ***Term of the Supplementary Agreement:***  ***The Supplementary Agreement shall become effective from the date of its signing by the Parties and shall remain valid through the term of the Contract.***  ***2.3.12.***  ***1. It shall be established that the cost of freight forwarding services provided by JSC TransContainer shall be determined on the basis of the price list of freight forwarding services approved by JSC TransContainer applicable at the time of provision of services.***  ***2. Entering into a freight forwarding contract between JSC TransContainer (the Branch on the Northern Railway) and JSC TWS, which is a related party transaction, shall be approved on the following conditions:***  ***Parties to the Contract: JSC TransContainer (the Branch on the Northern Railway) as the Forwarder and JSC TransWoodService as the Client.***  ***Subject matter of the Contract: For a consideration and at the expense of the Client, the Forwarder shall provide and/or arrange for provision of freight forwarding services indicated in the Client's order in connection with railway, water and/or vehicle transportation of goods and provide other freight forwarding services related to arrangement of transfer of domestic, import, export and transit freights. The list and scope of services required to the Client are determined by the Client in the Order. The Order Form is enclosed as Annex 1 to the Contract.***  ***Price of the Contract: The price of the Contract is formed by summing up the cost of freight forwarding services actually provided to the Client during the implementation of the Contract in accordance with the price list of freight forwarding services approved JSC TransContainer.***  ***Term of the Contract: The contract shall become effective from the date of its signing by both Parties and shall remain in force until December 31, 2012.***  ***The contract shall be renewed for each subsequent calendar year provided neither Party notifies of its intention to terminate the contract at least thirty days before the expiration of its term.***  ***In accordance with paragraph 2 of article 425 of the Civil Code of the Russian Federation the Contract shall apply to the relations of the parties actually existing before its signing, i.e. since 03.07.2012.***  ***2.3.13.***  ***1. It shall be established that the cost work related to development of design estimate documentation in respect of "Reconstruction of the Container Handling Yard of the Agency at Chernikovka Station", including container handling yard (identification No. 88), crane runway (identification No. 350), trolley line (identification No. 356) shall amount to 304,163 (three hundred four thousand one hundred sixty three) rubles, including VAT (18%) in the amount of 54,749 (fifty four thousand seven hundred forty nine) rubles 34 kopecks.***   1. ***Entering into a contract for design and survey work between JSC ROSZHELDORPROEKT (Ufa Branch of Samara Design and Survey Institute Zheldorproekt Povolzhya, a branch of JSC ROSZHELDORPROEKT) and JSC TransContainer (Kuibyshev Branch) shall be approved on the following conditions:***   ***Parties to the Contract: JSC TransContainer (Kuibyshev Branch) as the Customer, JSC ROSZHELDORPROEKT (Ufa Branch of Samara Design and Survey Institute Zheldorproekt Povolzhya, a branch of JSC ROSZHELDORPROEKT) as the Service Provider.***  ***Subject matter of the Contract: development of design estimate documentation in respect of "Reconstruction of the Container Handling Yard of the Agency at Chernikovka Station", including container handling yard (identification No. 88), crane runway (identification No. 350), trolley line (identification No. 356).***  ***Price of the Contract: 304,163 (three hundred four thousand one hundred sixty three) rubles, including VAT (18%) in the amount of 54,749 (fifty four thousand seven hundred forty nine) rubles 34 kopecks.***  ***Term of the Contract: The Contract shall become effective from the date of its signing and shall remain in force until 31.12.2012.***  ***2.3.14.***   1. ***It shall be established that the price of scrap metal sold shall be determined by the Parties in specifications as set out in annexes 1 and 2 to the Contract.*** 2. ***Entering into a contract for supply of scrap metal between JSC TransContainer and JSC RZD Trade House, which is a related party transaction, shall be approved on the following conditions:***   ***Parties to the Contract:***  ***JSC TransContainer as the Supplier and JSC RZD Trade House as the Buyer.***  ***Subject matter of the Contract:***   * 1. ***The Supplier shall transfer the title to, and the Buyer shall accept and pay for non-ferrous and ferrous metal scrap, hereafter referred to as the "Materials".***   2. ***Assortment, quantity, price, time and conditions of supply of the Goods shall be determined by the Parties in specification as set out in annexes 1 and 2 to the Contract.***   ***Term of the Contract: the contract shall become effective from the date of its signing by the Parties and shall remain in force until December 31, 2012, and as for the mutual payments - until the complete fulfillment thereof by the Parties.***  ***2.3.15.***   * 1. ***It shall be established that the remuneration of JSC ALFA-BANK, JSC VTB Capital and JSC Raiffeisenbank for the services provided under the contract for arrangement of the primary placement and secondary circulation of the Issuer's Bond and/or Exchange-Traded Bond Issue shall not exceed 0.1% of the par value of the placed securities, or*** * ***3 million rubles (excluding VAT) for the bonds of series 04;*** * ***5 million rubles (excluding VAT) for the bonds of series 04;*** * ***3 million rubles (excluding VAT) for the exchange-traded bonds of series BO-01;*** * ***5 million rubles (excluding VAT) for the exchange-traded bonds of series BO-02;*** * ***3 million rubles (excluding VAT) for the exchange-traded bonds of series BO-03.***   ***The Success Fee will amount to 30% of the total amount saved in respect of a certain coupon for the entire period to maturity upon placement of bonds at a lower rate than that agreed by the Parties before the start date of Bonds placement but in no case it shall exceed 0.12% of the par value of the Bonds, or***   * ***3.6 million rubles (excluding VAT) for the bonds of series 03;*** * ***6 million rubles (excluding VAT) for the bonds of series 04;*** * ***3.6 million rubles (excluding VAT) for the exchange-traded bonds of series BO-01;*** * ***6 million rubles (excluding VAT) for the exchange-traded bonds of series BO-02;*** * ***3.6 million rubles (excluding VAT) for the exchange-traded bonds of series BO-03.***   1. ***Entering into a Contract for the arrangement of bond (exchange-traded bond) issues among JSC TransContainer, JSC ALFA-BANK, JSC VTB Capital and JSC Raiffeisenbank, which is a related party transaction, shall be approved on the following conditions:***   ***Parties to the contract: JSC TransContainer (the Issuer), JSC ALFA-BANK, JSC VTB Capital and JSC Raiffeisenbank (the Arrangers)***  ***Subject matter of the contract:***  ***The Issuer engages the Arrangers and the Arrangers agree to provide to the Issuer consultancy and organizational services for the purpose of arranging the primary placement and secondary circulation of the Issuer's Bond and/or Exchange-Traded Bond issue.***  ***Price of the contract: For the provision of services under the Contract the Issuer shall pay to the Arrangers (i) remuneration in the amount not exceeding 0.1% of the par value of the placed securities, (ii) success fee amounting to 30% of the total amount saved in respect of a certain coupon for the entire period to maturity upon placement of bonds at a lower rate than that agreed by the Parties before the start date of Bonds placement but not exceeding 0.12% of the par value of the Bonds.***  ***The total amount to be paid according to the terms of the Contract includes the Remuneration for services provided under this Contract and the amount of remuneration of the Underwriters that may be engaged to provide services related to the primary placement of Bonds or Exchange-Traded Bonds by the Arrangers. Furthermore, at the request of the Arrangers the Company shall pay or reimburse all documented and reasonable costs and expenses incurred by the Arrangers in connection with the fulfillment of the Issuer's instructions.***  ***Term of the Contract:***  ***The Contract shall become effective as from its signing by the authorized representatives of the Parties. The Contract shall remain in effect until the Contract Termination Date, which occurs after the performance by the Arrangers of their obligations in accordance with article 3 of the Contract and after all settlements under the Contract.***  ***Other conditions:***  ***The period of provision of services under the Contract shall be the period from the Contract signing to the date of performance by the Arrangers of their obligations in accordance with article 3 of the Contract.***  ***2.2.16.***   * 1. ***It shall be established that the cost of purchase by JSC ALFA-BANK of the bonds of series 03 will not exceed 2% of the book value of assets according to balance-sheet data as of the last reporting date preceding entering into the transaction.***   2. ***The transaction related to purchase of bonds of series 03 by JSC ALFA-BANK during the placement period, which is a related party transaction, shall be approved on the following conditions:***   ***Parties to the transaction:*** ***JSC TransContainer (the Company), JSC ALFA-BANK (the Bank)***.  ***Subject matter of the transaction: purchase by the Bank of the Company's Bonds of series 03 placed by public offering at Closed Joint Stock Company MICEX Stock Exchange on the start date of Bonds placement (and until the last day for placement of Bonds specified in the Securities Issue Decision).***  ***Starting from the second day of Bonds placement, at the time of purchase of the Bonds the purchaser (the Bank) shall also pay the accrued coupon yield for the relevant number of days. Accrued coupon yield (ACY) per one Bond shall be calculated by the formula below:***  ***ACY = Nom \* C \* ((T - T0) / 365)/ 100%, where***  ***Nom is the par value of one Bond,***  ***C is the interest rate for the first coupon (as percent per annum),***  ***T is the Bond placement date;***  ***T0 is the Bond placement start date.***  ***The calculated amount of accrued coupon income shall be rounded up or down to the nearest whole kopeck (rounding shall be in accordance with the mathematical rule of rounding. In this context, "mathematical rounding rule" shall mean the rounding method prescribing that any whole kopeck(s) shall not be changed if the digit immediately following the rounded-off digit is in the range of 0 to and including 4 and shall be increased by one kopeck if the digit immediately following the rounded-off digit is in the range of 5 to and including 9.***  ***Price of the contract: at the time of the transaction will not exceed 2% of the book value of assets according to balance-sheet data as of the last reporting date preceding entering into the transaction.***  ***Time of transaction: the start date of Bonds placement (and until the last day for placement of Bonds specified in the Securities Issue Decision).***   * 1. ***It shall be established that the cost of purchase by JSC ALFA-BANK of the bonds of series 04 will not exceed 2% of the book value of assets according to balance-sheet data as of the last reporting date preceding entering into the transaction.***   2. ***The transaction related to purchase of bonds of series 04 by JSC ALFA-BANK during the placement period, which is a related party transaction, shall be approved on the following conditions:***   ***Parties to the transaction:*** ***JSC TransContainer (the Company), JSC ALFA-BANK (the Bank).***  ***Subject matter of the transaction: purchase by the Bank of the Company's Bonds of series 04 placed by public offering at Closed Joint Stock Company MICEX Stock Exchange on the start date of Bonds placement (and until the last day for placement of Bonds specified in the Securities Issue Decision).***  ***Starting from the second day of Bonds placement, at the time of purchase of the Bonds the purchaser (the Bank) shall also pay the accrued coupon yield for the relevant number of days. Accrued coupon yield (ACY) per one Bond shall be calculated by the formula below:***  ***ACY = Nom \* C \* ((T - T0) / 365)/ 100%, where***  ***Nom is the par value of one Bond,***  ***C is the interest rate for the first coupon (as percent per annum),***  ***T is the Bond placement date;***  ***T0 is the Bond placement start date.***  ***The calculated amount of accrued coupon income shall be rounded up or down to the nearest whole kopeck (rounding shall be in accordance with the mathematical rule of rounding. In this context, "mathematical rounding rule" shall mean the rounding method prescribing that any whole kopeck(s) shall not be changed if the digit immediately following the rounded-off digit is in the range of 0 to and including 4 and shall be increased by one kopeck if the digit immediately following the rounded-off digit is in the range of 5 to and including 9.***  ***Price of the contract: at the time of the transaction will not exceed 2% of the book value of assets according to balance-sheet data as of the last reporting date preceding entering into the transaction.***  ***Time of transaction: the start date of Bonds placement (and until the last day for placement of Bonds specified in the Securities Issue Decision).***   * 1. ***It shall be established that the cost of purchase by JSC ALFA-BANK of the bonds of series BO-01 will not exceed 2% of the book value of assets according to balance-sheet data as of the last reporting date preceding entering into the transaction.***   2. ***The transaction related to purchase of bonds of series BO-01 by JSC ALFA-BANK during the placement period, which is a related party transaction, shall be approved on the following conditions:***   ***Parties to the transaction:*** ***JSC TransContainer (the Company), JSC ALFA-BANK (the Bank).***  ***Subject matter of the transaction: purchase by the Bank of the Company's Bonds of series BO-01 placed by public offering at Closed Joint Stock Company MICEX Stock Exchange on the start date of Bonds placement (and until the last day for placement of Bonds specified in the Securities Issue Decision).***  ***Starting from the second day of Bonds placement, at the time of purchase of the Bonds the purchaser (the Bank) shall also pay the accrued coupon yield for the relevant number of days. Accrued coupon yield (ACY) per one Bond shall be calculated by the formula below:***  ***ACY = Nom \* C \* ((T - T0) / 365)/ 100%, where***  ***Nom is the par value of one Bond,***  ***C is the interest rate for the first coupon (as percent per annum),***  ***T is the Bond placement date;***  ***T0 is the Bond placement start date.***  ***The calculated amount of accrued coupon income shall be rounded up or down to the nearest whole kopeck (rounding shall be in accordance with the mathematical rule of rounding. In this context, "mathematical rounding rule" shall mean the rounding method prescribing that any whole kopeck(s) shall not be changed if the digit immediately following the rounded-off digit is in the range of 0 to and including 4 and shall be increased by one kopeck if the digit immediately following the rounded-off digit is in the range of 5 to and including 9.***  ***Price of the contract: at the time of the transaction will not exceed 2% of the book value of assets according to balance-sheet data as of the last reporting date preceding entering into the transaction.***  ***Time of transaction: the start date of Bonds placement (and until the last day for placement of Bonds specified in the Securities Issue Decision).***  ***4.1. It shall be established that the cost of purchase by JSC ALFA-BANK of the bonds of series BO-02 will not exceed 2% of the book value of assets according to balance-sheet data as of the last reporting date preceding entering into the transaction.***   * 1. ***The transaction related to purchase of bonds of series BO-02 by JSC ALFA-BANK during the placement period, which is a related party transaction, shall be approved on the following conditions:***   ***Parties to the transaction:*** ***JSC TransContainer (the Company), JSC ALFA-BANK (the Bank).***  ***Subject matter of the transaction: purchase by the Bank of the Company's Bonds of series BO-02 placed by public offering at Closed Joint Stock Company MICEX Stock Exchange on the start date of Bonds placement (and until the last day for placement of Bonds specified in the Securities Issue Decision).***  ***Starting from the second day of Bonds placement, at the time of purchase of the Bonds the purchaser (the Bank) shall also pay the accrued coupon yield for the relevant number of days. Accrued coupon yield (ACY) per one Bond shall be calculated by the formula below:***  ***ACY = Nom \* C \* ((T - T0) / 365)/ 100%, where***  ***Nom is the par value of one Bond,***  ***C is the interest rate for the first coupon (as percent per annum),***  ***T is the Bond placement date;***  ***T0 is the Bond placement start date.***  ***The calculated amount of accrued coupon income shall be rounded up or down to the nearest whole kopeck (rounding shall be in accordance with the mathematical rule of rounding. In this context, "mathematical rounding rule" shall mean the rounding method prescribing that any whole kopeck(s) shall not be changed if the digit immediately following the rounded-off digit is in the range of 0 to and including 4 and shall be increased by one kopeck if the digit immediately following the rounded-off digit is in the range of 5 to and including 9.***  ***Price of the contract: at the time of the transaction will not exceed 2% of the book value of assets according to balance-sheet data as of the last reporting date preceding entering into the transaction.***  ***Time of transaction: the start date of Bonds placement (and until the last day for placement of Bonds specified in the Securities Issue Decision).***   * 1. ***It shall be established that the cost of purchase by JSC ALFA-BANK of the bonds of series BO-03 will not exceed 2% of the book value of assets according to balance-sheet data as of the last reporting date preceding entering into the transaction.***   2. ***The transaction related to purchase of bonds of series BO-03 by JSC ALFA-BANK during the placement period, which is a related party transaction, shall be approved on the following conditions:***   ***Parties to the transaction:*** ***JSC TransContainer (the Company), JSC ALFA-BANK (the Bank).***  ***Subject matter of the transaction: purchase by the Bank of the Company's Bonds of series BO-03 placed by public offering at Closed Joint Stock Company MICEX Stock Exchange on the start date of Bonds placement (and until the last day for placement of Bonds specified in the Securities Issue Decision).***  ***Starting from the second day of Bonds placement, at the time of purchase of the Bonds the purchaser (the Bank) shall also pay the accrued coupon yield for the relevant number of days. Accrued coupon yield (ACY) per one Bond shall be calculated by the formula below:***  ***ACY = Nom \* C \* ((T - T0) / 365)/ 100%, where***  ***Nom is the par value of one Bond,***  ***C is the interest rate for the first coupon (as percent per annum),***  ***T is the Bond placement date;***  ***T0 is the Bond placement start date.***  ***The calculated amount of accrued coupon income shall be rounded up or down to the nearest whole kopeck (rounding shall be in accordance with the mathematical rule of rounding. In this context, "mathematical rounding rule" shall mean the rounding method prescribing that any whole kopeck(s) shall not be changed if the digit immediately following the rounded-off digit is in the range of 0 to and including 4 and shall be increased by one kopeck if the digit immediately following the rounded-off digit is in the range of 5 to and including 9.***  ***Price of the contract: at the time of the transaction will not exceed 2% of the book value of assets according to balance-sheet data as of the last reporting date preceding entering into the transaction.***  ***Time of transaction: the start date of Bonds placement (and until the last day for placement of Bonds specified in the Securities Issue Decision).***  2.4. Date of meeting of the issuer’s board of directors that passed the relevant decisions:  ***19 September, 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. 3 of 21 September, 2012.*** | | | | | | | | | | | | |
| 3. Signature | | | | | | | | | | | | |
| 3.1. General Director JSC "TransContainer" | | | | | | | |  | | P.V. Baskakov |  | |
|  | | | | | | | | (signature) |  |  |  | |
| 3.2. Date | 21 |  | September | 20 | 12 |  | | Seal |  | | | |