

**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>11 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><b>2.2.1. Approval of loan agreements.</b>  <b>Voting results:</b>  <b>For:6;</b>  <b>Against: none;</b>  <b>Abstained: none.</b>  <i>The members of the Board of Directors Andrienko VI, Gilts JB, Mukhin DT, Novozhilov YV and Petrenko A. did not participate in the voting for this draft decision.</i></p> <p><b>2.2.2. On approval of conclusion of the Contract for Internal Port Forwarding by and between FESCO Integrated Transport, Ltd. and JSC «TransContainer» (Far East Branch).</b>  <b>Voting results:</b>  <b>For:11;</b>  <b>Against: none;</b>  <b>Abstained: none.</b></p> <p><b>2.2.3. Approval of an agreement on sublease of parts of a land lot (Saratov, Leninsky District) between RZD and TransContainer (Privolzhsk Branch).</b>  <b>Voting results:</b>  <b>For:11;</b>  <b>Against: none;</b>  <b>Abstained: none.</b></p> <p><b>2.2.4. Approval of an agreement on lease of real estate (Penza, ul. Oktyabrskaya, 6) between RZD (Kuibyshev Railway, a branch of RZD) and TransContainer (Kuibyshev branch)</b>  <b>For:11;</b>  <b>Against: none;</b></p>	

*Abstained: none.*

*2.2.5. Approval of an agreement on lease of real estate (Khabarovsk Territory, Komsomolsk-on-Amur, ul. Stantsionnaya, 2) between RZD (Far East Railway, a branch of RZD) and TransContainer (Far East branch).*

*For:11;*

*Against: none;*

*Abstained: none.*

*2.2.6. Approval of supplementary agreement No. 2 to agreement No. TKd-11/05/19/04382.11 of 23.05.2011 between TransTeleCom-Business and TransContainer*

*For:11;*

*Against: none;*

*Abstained: none.*

*2.2.7. Approval of an agreement on electronic document flow between TransCreditBank and TransContainer.*

*For:10;*

*Against: none;*

*Abstained: none.*

*The vote of the Chairman of the Board of Directors Ilichev PD was not included , as it is the person interested in the conclusion of the transaction (Ilichev PD is a member of the Board of Directors of OJSC "TransCreditBank").*

*2.2.8. Approval of a forwarding agreement between TransContainer (Far East branch) and TransWoodService (Amursky Shalopropitochny Zavod, a branch of TransWoodService).*

*For:11;*

*Against: none;*

*Abstained: none.*

*2.2.9. Approval of a steelworks purchase agreement between TransContainer (Sverdlovsk branch) and Yamal Railway Company.*

*For:11;*

*Against: none;*

*Abstained: none.*

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

*2.3.1.*

*1. Approve that the in accordance with a loan agreement on extension of a non-revolving credit facility in Russian rubles and a supplementary agreement thereto negotiated with ALFA-BANK the interest rate shall not exceed 11.5% per annum and the origination fee shall not be collected.*

*2. Approve the loan agreement on extension of a non-revolving credit facility in Russian rubles and a supplementary agreement thereto negotiated with ALFA-BANK that are related party transactions upon the following terms:*

*Parties to the Agreement: TransContainer (the "Borrower") and ALFA-BANK (the "Creditor")*

*Subject Matter of the Agreement: The Creditor undertakes to lend the Borrower funds in Russian rubles as a non-revolving credit facility upon the terms specified in the Agreement, and the Borrower undertakes to repay the Loans and pay relevant commitment rates pursuant to the procedure and within the terms specified in the Agreement.*

*Amount of the loan (credit facility): up to 700 million rubles*

*Interest rate: no more than the flat rate of 11.5% per annum*

*Origination fee: not applicable*

*Security: without security*

*Term of the Credit Facility: no more than 12 months*

**2.3.2.**

**1. Approve that the rental rate payable for the use of parts of the land lot located at: Republic of Bashkortostan, Ufa, direction of Abdullino-Kropochevo and Benzino-Chernikovsky junction, under agreement on sublease of a land lot (part of a land lot) No. KYu-965/yur (TsRIZ/4/A/0911010000/07/00125) of 18.04.2011 shall equal 119.24 rubles a year including VAT.**

**2. Approve supplementary agreement No. 1 to agreement on sublease of a land lot (part of a land lot) No. KYu-965/yur (TsRIZ/4/A/0911010000/07/00125) of 18.04.2011 (Republic of Bashkortostan, Ufa, direction of Abdullino-Kropochevo and Benzino-Chernikovsky junction) between TransContainer (Kuibyshev branch) and RZD (Kuibyshev Railway, a branch of RZD) as a related party transaction upon the following terms:**

**Parties to the Supplementary Agreement: TransContainer (Kuibyshev branch), the “Subtenant”, and RZD (Kuibyshev Railway, a branch of RZD), the “Tenant”**

**Subject Matter of the Supplementary Agreement:**

**1.1. Paragraph 1.1. of agreement on sublease of a land lot (part of a land lot) No. KYu-965/yur (TsRIZ/4/A/0911010000/07/00125) of 18.04.2011 (hereinafter, the “agreement”) shall be amended as follows:**

**“1.1. The Tenant undertakes to sublease, and the Subtenant undertakes to accept and use parts of the land lot:**

- with the area of 4,662 sq.m. and cadastral number 28,**
- with the area of 4,338 sq.m. and cadastral number 29,**
- with the area of 12,715 sq.m. and cadastral number 35,**
- with the area of 300 sq.m. and cadastral number 169,**

**that are part of the land lot with the area of 10,290,744 sq.m. and cadastral number 02:55:00 00 00:0009, settlement land, located at: Republic of Bashkortostan, Ufa, direction of Abdullino-Kropochevo and Benzino-Chernikovsky junction, with the following permitted use: procurement for activities and operation of railroad transportation facilities (hereinafter, the “Land Lot”) within boundaries indicated in the cadastral map of the land lot attached to and incorporated in this Agreement.”**

**1.2 Paragraph 1.5 of the Agreement shall be amended as follows:**

**“1.5. Specifications of parts of the land lot:**

**- #28, area of 4,662 sq.m., property: container site, transportation facilities, total area of 2,960.4 sq.m., inv. #510355, lit. II, address: Republic of Bashkortostan, Ufa, Kalininsky District, ul. Industrialnoe Shosse, 37/2, in accordance with certificate of state registration of the title of series 04AA No. 777611 of 29.12.2006.**

**Address: Republic of Bashkortostan, Ufa, Kalininsky District, ul. Industrialnoe Shosse.**

**- #29, area of 4,338 sq.m., property: container site, transportation facilities, total area of 2,454 sq.m., inv. #510355, lit. I, address: Republic of Bashkortostan, Ufa, Kalininsky District, ul. Industrialnoe Shosse, 37/2, in accordance with certificate of state registration of the title of series 04AA No. 777611 of 29.12.2006.**

**Address: Republic of Bashkortostan, Ufa, Kalininsky District, ul. Industrialnoe Shosse.**

**- #35, area of 12,715 sq.m., property:**

**1. Container handling site, total area of 6,709.2 sq.m., inv. #510263, liter 1, in accordance with certificate of state registration of the title of series 04AA No. 783999 of 29.12.2006.**

**2. Garage building, area of 223.5 sq.m. in accordance with certificate of state registration of the title of series 04AG No. 187 669 of 18.05.2011.**

**3. Container site building, total area of 88.6 sq.m., lit. A2., in accordance with certificate of state**

registration of the title of series 04AA No. 270958 of 18.12.2008.

4. Crane runway, length of 238 meters, lit. XX, in accordance with certificate of state registration of the title of series 04AB No. 306007 of 04.03.2008.

5. Crane runway, length of 188 meters, lit. I, in accordance with certificate of state registration of the title of series 04AB No. 306006 of 04.03.2008.

6. Crane runway, length of 112 meters, lit. XVII, in accordance with certificate of state registration of the title of series 04AB No. 304901 of 04.03.2008.

7. Warehouse building, total area of 53.6 sq.m., lit. B, in accordance with certificate of state registration of the title of series 04AB No. 270960 of 18.12.2008.

8. Fence, length of 1,313.39 meters, lit. I-XVI, in accordance with certificate of state registration of the title of series 04AB No. 270959 of 18.12.2008.

Address: **Republic of Bashkortostan, Ufa, Kalininsky District, ul. Industrialnoe Shosse.**

- #169, area of 300 sq.m., land improvement facility, address: **Republic of Bashkortostan, Ufa, Kalininsky District, ul. Industrialnoe Shosse (appendix No. 4 to the Agreement)."**

**1.3. Paragraph 4.1 of the Agreement shall be amended as follows:**

**"4.1. The rental rate payable under the sublease agreement shall equal 119.25 (one hundred nineteen 25/100) rubles a year including VAT of 18.19 rubles."**

**Effective Term of the Supplementary Agreement:**

**This Supplementary Agreement shall be effective until expiry of the effective term of the Agreement and become effective as of the day of its state registration with authorities for state registration of real estate rights and transactions.**

**This Supplementary Agreement shall govern the relationships that have arisen between the Parties from 01.08.2012.**

**2.3.3.**

**1. Approve that the annual rental rate payable for use of two parts of the land lot with areas of 9,641 sq.m. and 14,670 sq.m. located at: Saratov, Leninsky District, shall equal 105.88 rubles including VAT.**

**Approve that the amount of payments for the right to negotiate sublease agreements for the purpose of capital construction on the land lots located at: Saratov, Leninsky District, shall equal as follows: for a part of the land lot with the area of 9,641 sq.m. – 2,758,625.00 rubles including VAT, and for a part of the land lot with the area of 14,670 sq.m. – 4,084,932.00 rubles including VAT.**

**2. Approve the agreement on sublease of parts of a land lot (Saratov, Leninsky District) between RZD and TransContainer (Privolzhsk Branch) as a related party transaction upon the following terms:**

**Parties to the Agreement:**

**RZD (Privolzhsk railway, a branch of RZD), the "Tenant", and TransContainer (Privolzhsk Branch), the "Subtenant".**

**Subject Matter of the Agreement:**

**Sublease of land lots**

**a) with the total area of 9,641 sq.m., settlement land, with cadastral number 64:48:000000:0106, located at: Saratov, Leninsky District, permitted use: railroad right-of-way;**

**b) with the total area of 14,670 sq.m., settlement land, with cadastral number 64:48:000000:0106, located at: Saratov, Leninsky District, permitted use: railroad right-of-way, within boundaries indicated in the cadastral map of the Land Lot incorporated in this Agreement by reference (hereinafter, the "Land Lots").**

**The Land Lots are located within boundaries of the land lot with cadastral number 64:48:000000:0106 with the total area of 1,897,275 sq.m. located at: Saratov, Leninsky District, leased by RZD under agreement on lease of a federally owned land lot No. 499 of July 25, 2005 for a lease term of 49 years (registered in the Administration of the Federal Registration Service**

*of the Saratov Region under No. 64-64-01/2005-301 of 20.09.2005).*

*2. The Land Lots are leased for the purpose of capital construction of transport infrastructure facilities.*

*Rental Rate under the Agreement: 105.88 rubles including VAT.*

*Effective Term of the Agreement:*

*The Subtenant shall use the Land Lots as of the day of signing the Agreement. The Agreement shall become effective as of the day of its state registration and remain in effect to 24.07.2054.*

*Other Essential Conditions of the Agreement:*

*The value of the right to negotiate an agreement on sublease for capital construction is specified in a report of an independent appraiser and equals:*

*- for a part of the land lot with the area of 9,641 sq.m. – 2,758,625.00 rubles (Two million seven hundred fifty eight thousand six hundred twenty five 00/100 rubles) including VAT.*

*- for a part of the land lot with the area of 14,670 sq.m. – 4,084,932.00 rubles (Four million eighty four thousand nine hundred thirty two 00/100 rubles) including VAT.*

*2.3.4.*

*1. Approve that the rental rate for use of real estate property (a facility with the total area of 16.9 sq.m. on the third floor of the building of the road division located at: Penza, ul. Oktyabrskaya, 6) shall equal 105,253.2 rubles a year including VAT.*

*2. Approve the agreement on lease of real estate (Penza, ul. Oktyabrskaya, 6) between RZD (Kuibyshev Railway, a branch of RZD) and TransContainer (Kuibyshev branch) as a related party transaction upon the following terms:*

*Parties to the Agreement:*

*RZD (Kuibyshev Railway, a branch of RZD), the “Landlord”, and TransContainer (Kuibyshev branch), the “Tenant”.*

*Subject Matter of the Agreement:*

*Lease of real estate property (a facility with the total area of 16.9 sq.m. on the third floor of the building of the road division located at: Penza, ul. Oktyabrskaya, 6).*

*The property is leased to the Tenant to arrange workplaces.*

*Rental Rate under the Agreement:*

*The rental rate including the value added tax equals 105,253.2 rubles a year.*

*The monthly rental rate is 8,771.10 rubles a month including VAT.*

*Effective Term of the Agreement:*

*The Agreement shall become effective as of the day of its signing by the Parties and remain in effect for 11 months. The Agreement shall govern the relations that have arisen between the Parties from 26.03.2012.*

*Other Essential Conditions of the Agreement:*

*If the Tenant continues using the real estate property upon expiry of the effective term of this Agreement with no objections on behalf of the Landlord, the lease term shall be deemed renewed upon the same terms for an indefinite term.*

*2.3.5.*

*1. Approve that the rental rate payable for use of real estate property (non-residential facilities No. 5 and No. 10 with the total area of 26.0 sq.m. located at: Khabarovsk Territory, Komsomolsk-on-Amur, ul. Stantsionnaya, 2) shall equal 164,256.0 rubles a year including VAT.*

*2. Approve the agreement on lease of real estate (Khabarovsk Territory, Komsomolsk-on-Amur, ul. Stantsionnaya, 2) between RZD (Far East Railway, a branch of RZD) and TransContainer (Far East branch) as a related party transaction upon the following terms:*

*Parties to the Agreement:*

*RZD (Far East Railway, a branch of RZD), the “Landlord”, and TransContainer (Far East branch), the “Tenant”.*

*Subject Matter of the Agreement:*

*Lease of real estate property (non-residential facilities No. 5 and No. 10 with the total area of 26.0 sq.m. located on the second floor of the freight office building with a heated link building of the Komsomolsk Civil Works Division at: Khabarovsk Territory, Komsomolsk-on-Amur, ul. Stantsionnaya, 2). The real estate property is leased to accommodate employees.*

*Rental Rate under the Agreement:*

*The rental rate including the value added tax equals 164,256.0 rubles a year.*

*The monthly rental rate is 13,688 rubles a month including VAT.*

*Effective Term of the Agreement:*

*The Agreement shall become effective as of the day of its signing by the Parties and remain in effect for 11 months. The Agreement shall govern the relations that have arisen between the Parties from 26.03.2012.*

*Other Essential Conditions of the Agreement:*

*If the Tenant continues using the real estate property upon expiry of the effective term of this Agreement with no objections on behalf of the Landlord, the lease term shall be deemed renewed upon the same terms for an indefinite term.*

### **2.3.6.**

*1. Approve that the cost of services as of the day of signing of Supplementary Agreement No. 2 shall equal: the cost of portal connection is 187,600 rubles (including VAT at 18%), the price of software and key carriers is 116,250 rubles (including VAT at 18%), the cost of monthly provision of access to the portal is 38,730 rubles (including VAT at 18%).*

*2. Approve supplementary agreement No. 2 to agreement No. TKd-11/05/19/04382.11 of 23.05.2011 between TransContainer and TransTeleCom-Business as a related party transaction upon the following terms:*

*Parties to the Agreement: TransContainer, the “Customer”, and TransTeleCom-Business, the “Provider”.*

*Subject Matter of the Agreement: Changing tariffs and the service procedure, and increasing the scope of services under the Agreement, and implementation of Specification No. 2 to the Agreement.*

*Price of the Agreement: The cost of the services as of the day of signing of Supplementary Agreement No. 2 shall be estimated at the tariffs of TransTeleCom-Business specified in Appendices to Supplementary Agreement No. 2.*

*Effective Term of the Agreement: Supplementary Agreement No. 2 shall become effective as of the day of its signing by the Parties.*

### **2.3.7.**

*1. Approve that the Bank shall not charge any fee under the agreement on electronic document flow.*

*2. Approve the agreement on electronic document flow between TransCreditBank and TransContainer as a related party transaction upon the following terms:*

*Parties to the Agreement: TransContainer (the “EDMS Member”), TransCreditBank (the “EDMS Manager”).*

*Subject Matter of the Agreement:*

*The EDMS Member shall become a member of the electronic document management system of the EDMS Manager by joining the overall Electronic Document Management Rules and accepting the electronic document flow procedure and conditions.*

*The EDMS Manager undertakes to provide the EDMS Member with services for exchange of electronic documents using the secured e-mail of TransCreditBank.*

*Price of the Agreement: No fee is charged for exchanging electronic documents.*

*Effective Term of the Agreement:*

*The Agreement shall become effective as of the day of its signing by both Parties and shall terminate simultaneously with termination of the Master Agreement.*

2.3.8.

1. Approve that the cost of forwarding services to be provided by TransContainer shall be estimated on the basis of the current Price List approved by TransContainer.

2. Approve the forwarding agreement between TransContainer (Far East branch) and TransWoodService (Amursky Shalopropitochny Zavod, a branch of TransWoodService) as a related party transaction upon the following terms:

**Subject Matter of the Agreement:** TransContainer (Far East branch), the "Forwarder", TransWoodService (Amursky Shalopropitochny Zavod, a branch of TransWoodService), the "Customer".

**Subject Matter of the Agreement:** The Forwarder undertakes to perform and/or ensure performance of forwarding services associated with transportation of goods by rail, sea and/or road in the Russian Federation on a paid basis at the Customer's expense as specified in the Customer's Order.

The list and scope of the services required by the Customer shall be specified by the Customer in the Order. The Order sample form is attached as Appendix No. 1 to the Agreement.

**Price of the Agreement:** The price of the Agreement shall be estimated based on the cost of forwarding services actually provided to the Customer in the course of performance of the Agreement in accordance with the Price List approved by TransContainer.

**Effective Term of the Agreement:** The Agreement shall become effective as of the day of its signing by both Parties and remain in effect to 31.12.2013.

Unless either Party notifies of its intent to terminate the Agreement in writing at least thirty days before expiry of the effective term of the Agreement, this Agreement shall be deemed renewed for each consecutive calendar year.

2.3.9.

1. Approve that the price of one unit of steelworks formed from retired 5-ton container is 9,141 (nine thousand one hundred forty one) rubles excluding VAT at 18% of 1,645.38 (one thousand six hundred forty five 38/100) rubles. The total value of the steelworks sold under the Agreement is 639,870 rubles excluding VAT at 18% of 115,176.6 rubles, the total including VAT at 18% is 755,046.6 rubles.

2. Approve the steelworks purchase agreement between TransContainer (Sverdlovsk branch) and Yamal Railway Company as a related party transaction upon the following terms:

**Subject Matter of the Agreement:** TransContainer (Sverdlovsk branch), the "Seller", Yamal Railway Company, the "Buyer".

**Subject Matter of the Agreement:** The Seller undertakes to sell to the Buyer, and the Buyer undertakes to accept and pay for steelworks formed from 70 (seventy) 5-ton containers retired from the inventory fleet of TransContainer.

**Price of the Agreement:** 755,046.6 (seven hundred fifty five thousand forty six 60/100) rubles including VAT at 18% of 115,176.6 (one hundred fifteen thousand one hundred seventy six 60/100) rubles.

**Effective Term of the Agreement:** The Agreement shall become effective as of the day of its signing by the Parties and remain in effect until the Parties perform their obligations in full.

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. 5 of 23 November 2012.**

3. Signature

3.1. Director-General JSC "TransContainer"

P.V. Baskakov

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(signature)

3.2. Date 23 November 20 12

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