

Statement of Material Fact
“On certain decisions made by the Emitent's Board of Directors”

1. Общие сведения	
1.1. Full corporate name of the issuer	<i>Public Joint-Stock Company “Centre for cargo container traffic “TransContainer”</i>
1.2. Short corporate name of the issuer	<i>PJSC TransContainer</i>
1.3. Issuer’s registered address	<i>Oruzheyniy Pereulok 19 Moscow, Russian Federation 125047</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	<i>http://www.trcont.ru http://www.e-disclosure.ru/portal/company.aspx?id=11194</i>
2. Contents of the Statement	
<i>On approval of transactions recognized by the law of the Russian Federation as interested party transactions</i>	
2.1. The quorum of the meeting of the Issuer’s Board of Directors: <i>10 of 11 members of the Board of Directors of PJSC TransContainer participated in the meeting of the Board of Directors. The quorum is reached.</i>	
2.2. The results of voting on the issues relating to making decisions:	
<i>15.1. About the approval of the Man-related vehicle rental agreement between the PJSC TransContainer (Krasnoyarsk branch) and the JSC Russian Railways (Krasnoyarsk direction on the management of terminal warehouse complex - structural subdivision of the Central direction on the management of the terminal warehouse complex - branch of JSC Russian Railways).</i>	
<i>Results of voting:</i>	<i>"for" 8 (Besedin I.S., Bessonov G.I., Davydov A.Yu., Werner R., Iskaliev E.S., Kostenez I.A., Shaydaev M.M., Shitkina I.S.)</i>
	<i>"against" 1 (Panchenko A.A.)</i>
	<i>"abstained" none</i>
<i>The member of Board of Directors Novozhilov Yu.V. didn't vote concerning this draft decision.</i>	
<i>15.2. About the approval of the conclusion of the Agency contract for the organization of repair of rolling stock between PJSC TransContainer and JSC Kedentransservice.</i>	
<i>Results of voting:</i>	<i>"for" 8 (Besedin I.S., Bessonov G.I., Davydov A.Yu., Werner R., Iskaliev E.S., Kostenez I.A., Shaydaev M.M., Shitkina I.S.)</i>
	<i>"against" 1 (Panchenko A.A.)</i>
	<i>"abstained" none</i>
<i>The member of Board of Directors Novozhilov Yu.V. didn't vote concerning this draft decision.</i>	
<i>15.3. About approval of the conclusion of the lease contract of large-tonnage containers between Far East Land Bridge Limited and PJSC TransContainer.</i>	
<i>Results of voting:</i>	<i>"for" 7 (Besedin I.S., Davydov A.Yu., Werner R., Iskaliev E.S., Kostenez I.A., Shaydaev M.M., Shitkina I.S.)</i>
	<i>"against" 1 (Panchenko A.A.)</i>
	<i>"abstained" none</i>

The member of Board of Directors Novozhilov Yu.V. didn't vote concerning this draft decision.

When counting the votes on this issue not taken into account the voice of the Board of Directors member G.I. Bessonov, as he is an interested party in the transaction (G.I. Bessonov, a member of the Board of Far East Land Bridge Ltd. Directors).

15.4. About the approval of the conclusion of the contract for rendering services in maintenance of complex transformer substation and the cable line of 6 kW, between PJSC TransContainer (Gorkovskiy branch) and JSC RZD (The Izhevsk distance of power supply of Gorky management of infrastructure - the structural division of the Central management of infrastructure – the branch of JSC RZD).

Results of voting:	"for"	9 (Besedin I.S., Davydov A.Yu., Werner R., Iskaliev E.S., Kostenez I.A., Panchenko A.A., Shaydaev M.M., Shitkina I.S.)
	"against"	None
	"abstained"	None

The member of Board of Directors Novozhilov Yu.V. didn't vote concerning this draft decision.

15.5. About the approval of conclusion of the Contact for forwarding service between PJSC TransContainer and TransContainer Asia Pacific Ltd

Results of voting:	"for"	9 (Besedin I.S., Davydov A.Yu., Werner R., Iskaliev E.S., Kostenez I.A., Panchenko A.A., Shaydaev M.M., Shitkina I.S.)
	"against"	None
	"abstained"	None

The member of Board of Directors Novozhilov Yu.V. didn't vote concerning this draft decision.

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

15.1. About the approval of the Man-related vehicle rental agreement between the PJSC TransContainer (Krasnoyarsk branch) and the JSC Russian Railways (Krasnoyarsk direction on the management of terminal warehouse complex - structural subdivision of the Central direction on the management of the terminal warehouse complex - branch of JSC Russian Railways).

The draft decision:

1. To define that the rent payment is calculated by rates which are coordinated by the Parties in the annex to the Contract (the annex No. 3 to the minutes of the Board of directors).

2. To approve the Man-related vehicle rental Contract between the PJSC TransContainer (Krasnoyarsk branch) and the JSC Russian Railways (Krasnoyarsk direction on the management of terminal warehouse complex - structural subdivision of the Central direction on the management of the terminal warehouse complex - branch of JSC Russian Railways), being the interested party transaction on the following terms:

The Parties of the Contract:

PJSC TransContainer (Krasnoyarsk branch), the Lessee, and JSC Russian Railways (Krasnoyarsk direction on the management of terminal and warehouse complex – structural division of the Direction office on the management of terminal and warehouse complex - the JSC RZD branch) - the Lessor.

The Subject of the Contract:

The Lessor provides to the Lessee the vehicle for transportation of loaded/empty containers for payment in temporary possession and use from the agency at the station Abakan of the branch of PJSC TransContainer at the Krasnoyarsk railway and renders to the Lessee by own efforts the services in its driving and technical operation, and also accompanying services.

The Contract Price: is formed from of the volume of performed transportations at the rent rates coordinated by the parties.

Contract validity period: The contract comes into force from the moment of signing by the Parties and is valid through December 31, 2016, and regarding the mutual payments until the full execution of the obligations. This Agreement covers the relations between the Parties arising before its entry into force from January 01, 2016.

Other Terms and Conditions:

The parties have the right to coordinate in the contract that in case of need for an additional zone, route, distance, time band, change of the list of drivers, vehicles, etc., such terms are included in the contract by signing of the annex to the contract.

15.2. About the approval of the conclusion of the Agency contract for the organization of repair of rolling

stock between PJSC TransContainer and JSC Kedentransservice.

The draft decision:

1. *To define that the amount of remuneration of PJSC TransContainer under the Agency contract for the organization of repair of rolling stock of JSC Kedentransservice will be 5 (five) percent from the cost of the made repairs, and the total cost under the Contract for the Principal can not exceed 34 000 000 (thirty four million) tenges excluding VAT (the equivalent in roubles of the Russian Federation for the date of the conclusion of the contract).*
2. *To approve the conclusion of the Agency contract for the organization of repair of rolling stock between PJSC TransContainer and JSC Kedentransservice being the interested party transaction on the following terms:*

The Parties of the Contract: PJSC TransContainer - the Agent, JSC Kedentransservice - the Principal.

The Subject of the Contract: The Principal charges, and the Agent assumes the liability to make on its own behalf, but at the expense of the Principal the following legal and actual actions, namely: to organize the current uncoupling repair of the rolling stock of the Principal in car-repair and operational depots with which at the Agent has contractual relations.

The Contract Price: The Agency remuneration of PJSC TransContainer is 5 (five) percent from the cost of the made repairs. The Agency remuneration is not charged on the cost of spare parts (wheel pairs, cast details of carts), work on their replacement, delivery/cleaning and the sending of the rolling stock to repair / from repair.

The total cost of the Contract can not exceed 34 000 000 (thirty four million) tenges excluding VAT (the equivalent in roubles of the Russian Federation for the date of the conclusion of the contract).

Contract validity period: The Contract enters into force from 01.05.2016 and is valid till 31.12.2016, and regarding the mutual payments until the full execution of the obligations by the Parties.

At the achievement of the cost of the Contract in the amount of 34 000 000 (thirty four million) tenges excluding VAT (the equivalent in roubles of the Russian Federation for the date of the conclusion of the contract) the Contract is automatically terminated.

Other Terms and Conditions: in case if one of the Parties in 30 (thirty) calendar days prior to the termination of validity of the Contract did not declare in writing the desire to terminate it, the Contract is considered prolonged for each next calendar year.

15.3. About approval of the conclusion of the lease contract of large-tonnage containers between Far East Land Bridge Limited and PJSC TransContainer.

The draft decision:

1. To define the limit single rates of the rent: 0,9 USD a day for the 20-foot container of the standard size 22G1, weight gross 30,48 tons and 1,8 USD a day for the 40-foot container of the standard size 45G1, weight gross 30,48 tons.

2. To approve the lease agreement on the large-capacity containers between Far East Land Bridge Limited and JSC TransContainer, being the interested party transaction on the following terms:

The Parties to the Contract: PJSC TransContainer - the Lessee; Far East Land Bridge Limited - the Lessor.

The Subject of the Contract: The Lessor undertakes to provide to the Lessee for rent large-tonnage 20-foot containers of the standard size 22G1, mass gross 30,48 tons and 40 – foot containers of the standard size 45G1, mass gross 30,48 tons per travel.

The Contract Price:

- the limit single rates of the rent: 0,9 USD a day for the 20-foot container of the standard size 22G1, weight gross 30,48 tons and 1,8 USD a day for the 40-foot container of the standard size 45G1, weight gross 30,48 tons. The Lessee additionally pays the VAT to the budget in the amount of 18% under the legislation of the Russian Federation as a tax agent. The defined fee rate includes all taxes and charges to be deducted from the income of the Lessor in accordance with the applicable legislation.

The payment terms: The payment shall be made by the Lessee in U.S. dollars by the money transfer to the account of the Lessor within 5 (five) working days from the date of signing of the act of the rendered services on the basis of the invoice.

Term of rent of containers: from the date of the conclusion of the contract till August 31, 2020.

The Contract validity terms: from the date of signing of the contract until the full execution by the parties of the obligations under the contract.

15.4. About the approval of the conclusion of the contract for rendering services in maintenance of complex transformer substation and the cable line of 6 kW, between PJSC TransContainer (Gorkovskiy branch) and JSC RZD (The Izhevsk distance of power supply of Gorky management of infrastructure - the structural division of the Central management of infrastructure – the branch of JSC RZD)

The draft decision:

1. To define that the cost of services for single maintenance of CTS according to the calculation (the annex to the minutes of the Board of directors) is 13 392,66 rub. (thirteen thousand three hundred ninety two) roubles 66 kopeks, including the VAT 18% - 2 410,68 rub. (two thousand four hundred ten) roubles 68 kopeks. The frequency of maintenance in a year – not more than 2 times.

2. To approve the conclusion of the contract for rendering services in maintenance of complex transformer substation and the cable line of 6 kW, between PJSC TransContainer (Gorkovskiy branch) and JSC RZD (The Izhevsk distance of power supply of Gorky management of infrastructure - the structural division of the Central management of infrastructure – the branch of JSC RZD)

The Parties of the Contract: PJSC TransContainer (Gorkovskiy branch) – the Customer and JSC RZD (the Izhevsk Distance of Power Supply of Gorky Management of Infrastructure — the Structural Division of the Central Management of Infrastructure — the Branch of JSC RZD) - the Contractor.

The Subject of the Contract: The rendering of services in maintenance of complex transformer substation and the cable line of 6 kW which are on the balance of the Customer, at the container terminal Pozim of PJSC TransContainer branch at the Gorkovskaya railway at the address: Izhevsk, Zheleznodorozhny Lane, 1.

The Contract Price: The cost of services for single maintenance according to the calculation (the annex to the minutes of the Board of directors) is 13 392,66 rub. (thirteen thousand three hundred ninety two) roubles 66 kopeks, including the VAT 18% - 2 410,68 rub. (two thousand four hundred ten) roubles 68 kopeks. The frequency of maintenance in a year – not more than 2 times.

The Contract validity terms: The Contract starts to be effective from the date of its signing by the parties and is valid until December 31, 2016. The contract is considered to be prolonged for each next calendar year in case if in 10 calendar days prior to the termination of the period of validity of the Contract none of the parties declared the intention to terminate it.

15.5. About the approval of conclusion of the Contact for forwarding service between PJSC TransContainer and TransContainer Asia Pacific Ltd

The draft decision:

1. To define that for the forwarding services rendered under the contract the Forwarding agent gets the remuneration according to the Annex No. __ to the minutes of the Board of Directors.

2. To approve the conclusion of the Contract for transport and forwarding service between PJSC TransContainer and TransContainer Asia Pacific Ltd, being the interested party transaction on the following terms:

The Parties of the Contract: PJSC TransContainer - the Client and TransContainer Asia Pacific Ltd - the Forwarding agent.

The Subject of the Contract: The Forwarding agent undertakes to carry out and/or organize the performance for remuneration and at the expense of the Client the forwarding services connected with transportation of cargoes by the water and motor transport, intra terminal service and also rendering of other forwarding services in the organization of movement of cargoes in containers, and also containers in the internal, export-import, transit traffic at the territory of the countries of the Asia-Pacific Region.

The conditions, the cost of transportation routes, the cargo nomenclature are agreed by the Parties in the Order issued by the Client in writing, and in the annexes to the Contract.

The region of action of the Forwarding agent – the countries of the Asia-Pacific Region.

The Contract Price: is formed from the cost of the forwarding services rendered to the Client by the Forwarding agent and the amount of remuneration of the Forwarding agent.

Contract validity period: The contract enters into force from the date of its signing and covers the relations of the Parties arising from 01.04.2016 and is valid through March 31, 2020, and regarding the mutual payments until the full execution by the Parties of the obligations under the contract, on condition of its approval by the appropriate authorities of management of the Client.

Other Terms and Conditions:

Increase in the price: the amount of remuneration of the Forwarding agent in the course of performance of the contract can be increased on the following terms:

- the increase cannot exceed 10% of the initial amount of remuneration of the Forwarding agent for the entire period of validity of the contract;

- the increase in remuneration of the Forwarding agent is possible not earlier than in 6 months from the date of the conclusion of the contract.

2.4. Date of holding the meeting of the Issuer's Board of Directors, during which the above mentioned decisions were made: **April 22, 2016.**

2.5. Date of making and number of the Minutes of the meeting of the Issuer's Board of Directors

during which the above mentioned decisions were made: *Minutes No. 11 of 25th April 2016.*

3. Signatures

3.1. Director General
Of PJSC TransContainer

P. V. Baskakov

(signature)

3.2. 25 April 2016

Seal