

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

1. General information							
1.1. Full corporate name of the issuer	Public Joint-Stock Company “Centre for cargo container traffic “TransContainer”						
1.2. Short corporate name of the issuer	PJSC TransContainer						
1.3. Issuer’s registered address	Oruzheyniy Pereulok 19 Moscow, Russian Federation 125047						
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-E						
1.7. Webpage used by the issuer for disclosure of information	http://www.trcont.ru http://www.e-disclosure.ru/portal/company.aspx?id=11194						
2. Contents of the Statement							
On approval of transactions recognized by the law of the Russian Federation as interested party transactions							
2.1. The quorum of the meeting of the Issuer’s Board of Directors: 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.							
2.2. The results of voting on the issues relating to making decisions:							
27.1. About the approval of signing the Contract for transport forwarding between PJSC TransContainer and JSC RZD Logistics							
Results of voting:	<table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;">"for"</td> <td style="padding-left: 20px;">7 (Werner R., Iskaliev E.S., Kostenets I.A., Novozhilov Yu.V., Tyurkner A., Shaydaev M.M., Shitkina I.S.)</td> </tr> <tr> <td style="padding-left: 20px;">"against"</td> <td style="padding-left: 20px;">none</td> </tr> <tr> <td style="padding-left: 20px;">"abstained"</td> <td style="padding-left: 20px;">2 (Davydov A.Yu., Panchenko A.A.)</td> </tr> </table>	"for"	7 (Werner R., Iskaliev E.S., Kostenets I.A., Novozhilov Yu.V., Tyurkner A., Shaydaev M.M., Shitkina I.S.)	"against"	none	"abstained"	2 (Davydov A.Yu., Panchenko A.A.)
"for"	7 (Werner R., Iskaliev E.S., Kostenets I.A., Novozhilov Yu.V., Tyurkner A., Shaydaev M.M., Shitkina I.S.)						
"against"	none						
"abstained"	2 (Davydov A.Yu., Panchenko A.A.)						
During the vote counting the vote of the member of the Board of Directors Bessonov G.I. was not considered because he is a person interested in this transaction (Bessonov G.I. is the Chairman of the Board of Directors of JSC RZD Logistics).							
27.2. About the approval of the conclusion of the Supplementary agreement No. 2 to the contract of sublease of part of the land parcel from 01.07.2007 No. TsRIZ/4/A/0911010000/08/0013 (KYu-553/yr) (The Penza region, Penza from 1 km + PK1 to 2 km + PK9 of the direction to the station Ruzaevka from 139 km + PK4 to 133 km of the direction to the station Ruzaevka) between PJSC TransContainer (the Kuibyshev branch) and JSC RZhD (the Kuibyshev railway – the branch of JSC RZhD)							
Results of voting:	<table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;">"for"</td> <td style="padding-left: 20px;">10 (Bessonov G.I., Werner R., Davydov A.Yu., Iskaliev E.S., Kostenets I.A., Novozhilov Yu.V., Panchenko A.A., Tyurkner A., Shaydaev M.M., Shitkina I.S.)</td> </tr> <tr> <td style="padding-left: 20px;">"against"</td> <td style="padding-left: 20px;">none</td> </tr> <tr> <td style="padding-left: 20px;">"abstained"</td> <td style="padding-left: 20px;">none</td> </tr> </table>	"for"	10 (Bessonov G.I., Werner R., Davydov A.Yu., Iskaliev E.S., Kostenets I.A., Novozhilov Yu.V., Panchenko A.A., Tyurkner A., Shaydaev M.M., Shitkina I.S.)	"against"	none	"abstained"	none
"for"	10 (Bessonov G.I., Werner R., Davydov A.Yu., Iskaliev E.S., Kostenets I.A., Novozhilov Yu.V., Panchenko A.A., Tyurkner A., Shaydaev M.M., Shitkina I.S.)						
"against"	none						
"abstained"	none						
27.3. About the approval of the conclusion of the Supplementary agreement No. 2 to the contract of sublease of the land parcel (part of the land parcel) from 01.07.2007 No. TsRIZ/4/A/0911010000/08/0014 (KYu-							

554/yur) (The Penza region, Penza from 1 km + PK1 to 2 km + PK9 of the direction to the station Ruzaevka from 139 km + PK4 to 133 km of the direction to the station Ruzaevka) between PJSC TransContainer (the Kuibyshev branch) and JSC RZhD (the Kuibyshev railway – the branch of JSC RZhD)

Results of voting:	"for"	10 (Bessonov G.I., Werner R., Davydov A.Yu., Iskaliev E.S., Kostenets I.A., Novozhilov Yu.V., Panchenko A.A., Tyurkner A., Shaydaev M.M., Shitkina I.S.)
	"against"	none
	"abstained"	none

27.4. About the approval of the conclusion of the supplemental agreement No. 3 to the Rental Contract of Real Estate of PJSC TransContainer from 01.01.2009 No. 17-NKP (Rostov-on-Don, Energetikov Lane, 3-5) between JSC RZhD North Caucasian management of traffic control – structural division of the Central management of traffic control – branch of JSC RZhD) and PJSC TransContainer (the North Caucasian branch).

Results of voting:	"for"	10 (Bessonov G.I., Werner R., Davydov A.Yu., Iskaliev E.S., Kostenets I.A., Novozhilov Yu.V., Panchenko A.A., Tyurkner A., Shaydaev M.M., Shitkina I.S.)
	"against"	none
	"abstained"	none

27.5. About the approval of the conclusion of the supplemental agreement No. 3 to the Rental Contract of Real Estate of PJSC TransContainer from 01.01.2009 No. 19-NKP (Rostov-on-Don, Energetikov Lane, 3-5) between JSC RZhD North Caucasian management of traffic control – structural division of the Central management of traffic control – branch of JSC RZhD) and PJSC TransContainer (the North Caucasian branch).

Results of voting:	"for"	10 (Bessonov G.I., Werner R., Davydov A.Yu., Iskaliev E.S., Kostenets I.A., Novozhilov Yu.V., Panchenko A.A., Tyurkner A., Shaydaev M.M., Shitkina I.S.)
	"against"	none
	"abstained"	none

27.6. About the approval of the conclusion of the agreement of termination of the lease contract of real estate from 01.01.2009 No. 18-NKP between JSC RZhD (the North Caucasian management of traffic control – structural division of the Central management of traffic control – branch of JSC RZhD) and PJSC TransContainer (the North Caucasian branch).

Results of voting:	"for"	10 (Bessonov G.I., Werner R., Davydov A.Yu., Iskaliev E.S., Kostenets I.A., Novozhilov Yu.V., Panchenko A.A., Tyurkner A., Shaydaev M.M., Shitkina I.S.)
	"against"	none
	"abstained"	none

27.7. About the approval of conclusion of agreement about termination of the lease contract from 12.03.2009 No. ARD0007D09 between PJSC "Vladivostok Sea Commercial Port" and PJSC TransContainer (the Far East branch).

Results of voting:	"for"	7 (Bessonov G.I., Werner R., Davydov A.Yu., Iskaliev E.S., Kostenets I.A., Novozhilov Yu.V., Tyurkner A.)
	"against"	none
	"abstained"	1 (Panchenko A.A.)

The member of Board of Directors Shitkina I.S. didn't vote concerning this draft decision.

During the vote counting the vote of the member of the Board of Directors Shaydaev M.M. was not considered because he is a person interested in this transaction (Shaydaev M.M. is the member of the Board of Directors of PJSC "Vladivostok Sea Commercial Port").

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

27.1. Decision made:

1. To define that the cost of the forwarding services rendered by PJSC TransContainer is defined on the basis the list actual at the time of rendering of services and the costs of the forwarding services approved by PJSC TransContainer. The total cost of the services rendered under the present Contract can not exceed 880 000 000 (eight hundred eighty million) roubles including all taxes.

1. To approve of the Contract for transport forwarding between PJSC TransContainer and JSC RZD Logistics being a interested party transaction on the following terms:

The Parties to the Contract: PJSC TransContainer - TransContainer, JSC RZD Logistics - Customer.

The Subject of the Contract: The JSC "TransContainer" undertakes for the payment and at the expense of the Customer to provide and/or organize the performance of the specified in the Customer Order (hereinsfter - Order) of freight forwarding services connected with the cargo transportation by rail, sea and road, as well as to perform other freight forwarding services on the organization of movement of domestic, import, export and transit cargoes.

The list and scope of services of the JSC "TransContainer" required by the Customer shall be determined by the Customer independently and shall be specified in the Order.

The Contract Price: consists of the cost of actually rendered to the Customer freight forwarding services in the course of its execution according to the list and the cost of freight forwarding services, approved by the PJSC "TransContainer".

The total cost of the services rendered under the present Contract can not exceed 880 000 000 (eight hundred eighty million) roubles including all taxes.

The Contract Duration: The Contract starts to be effective from the date of its signing by the both Parties and is valid until 31.12.2017. At achievement of the limit of payments of 880 000 000 (eight hundred eighty million) roubles the Contract is automatically dissolved. The cancellation of the Contract does not cause the termination of the obligations arisen before the date of its termination. The obligations of the Parties regarding mutual payments under the present Contract stop after their complete execution.

27.2. Decision made:

1. To define that the subject of the Supplementary agreement No. 2 to the Contract of sublease of part of the land parcel from July 01, 2007 No. TsRIZ\4\A\0911010000/08/0013 (KYu-553/yr) does not change the rent amount under the Contract of sublease of part of the land parcel of 12663 sq.m.

2. To approve the conclusion of the Supplementary agreement No. 2 to the contract of sublease of part of the land parcel from 01.07.2007 No. TsRIZ/4/A/0911010000/08/-0013 (KYu-553/yr) (The Penza region, Penza from 1 km + PK1 to 2 km + PK9 of the direction to the station Ruzaevka from 139 km + PK4 to 133 km of the direction to the station Ruzaevka) between JSC TransContainer (the Kuibyshev branch) and JSC RZhD (the Kuibyshev railway – the branch of JSC RZhD) being the interested party transaction on the following terms:

The Parties to the Supplementary Agreement: JSC Russian Railways (Kuibyshev railways - branch of JSC Russian Railways) - Lessee and PJSC TransContainer (Kuibyshev branch) - Sublessee.

The Subject of the Supplementary Agreement:

To state the Clause 1.3 of the Contract of sublease of part of the land parcel from 01.07.2007 No. TsRIZ\4\A\0911010000/08-0013 (KYu-553/yr) (hereinafter – the Contract) in the following edition:

"1.3. The parcel is provided to the Sublessee for service and operation of the objects located at the Parcel:

- construction - the container platform with a protection, with the total area of 12 229,0 sq.m, letter III, located at the address: Penza, ul. Karakozova, 48, the cadastral (conditional) number: 58-58-01/089/2006-183 (The certificate on the state registration of the right issued by Management of Federal registration service in the Penza region on 26.01.2007 Series 58 AA No. 205054 record in the Unified State Register of Real Estate Rights and Transactions from 26.01.2007 No. 58-58-01/056/2006-028);

- the non-residential building (garage) with the total area of 63,6 sq.m, letter V, located at the address: Penza, ul. Karakozova, 48, the cadastral number: 58-58-01/070/2006-372 (The certificate on the state registration of the right issued by Management of Federal registration service in the Penza region on 26.01.2007 Series 58 AA No. 205052 record in the Unified State Register of Real Estate Rights and Transactions from 26.01.2007 No. 58-58-01/056/2006-026);

- construction - crane rails, destination: non-residential, 248 m long, at the address: Penza region, Penza, Zheleznodorozhny district, ul. Karakozova, 48, the cadastral number: 58:29:2013004:709 (The certificate on the state registration of the right issued by the Federal Service of State Registration, Land Register and Mapping in the Penza region on 24.09.2015, the record in the Unified State Register of Real Estate Rights and Transactions from 01.04.2009 No. 58-58-36/004/2009-005);

- construction - crane rails, destination - non-residential, 154 m long, at the address: Penza region, Penza, Zheleznodorozhny district, ul. Karakozova, 48, the cadastral number: 58:29:2013004:713 (The certificate on the state registration of the right issued by the Federal Service of State Registration, Land Register and

Mapping in the Penza region on 25.09.2015, the record in the Unified State Register of Real Estate Rights and Transactions from 01.04.2009 No. 58-58-36/004/2009-004);

- *construction - crane rails, destination - non-residential, 250 m long, at the address: Penza region, Penza, Zheleznodorozhny district, ul. Karakozova, 48, the cadastral number: 58:29:2013004:712 (The certificate on the state registration of the right issued by the Federal Service of State Registration, Land Register and Mapping in the Penza region on 29.09.2015, the record in the Unified State Register of Real Estate Rights and Transactions from 19.11.2007 No. 58-58-01/051/2009-907),*

The Supplementary Agreement validity terms:

The supplementary agreement No. 2 comes into force from the date of its state registration in the bodies of the state registration of the rights for real estate and transactions with it and is valid during the period of validity of the contract. The supplementary agreement is an integral part of the Contract.

27.3. Decision made:

1. To determine the amount of the annual rent for the use of part of the land area of 734 sq.m, located at the address: the Penza region, Penza from 1 km + PK1 to 2 km + PK9 to the direction of the station Ruzaevka from 139 km + PK4 to 133 km of the direction on the station Ruzaevka in the amount of 4,68 rub including VAT.

2. To approve the conclusion of the Supplementary agreement No. 2 to the contract of sublease of the land parcel (part of the land parcel) from 01.07.2007 No. TsRIZ/4/A/0911010000/08/-0014 (KYu-554/yr) (The Penza region, Penza from 1 km + PK1 to 2 km + PK9 of the direction to the station Ruzaevka from 139 km + PK4 to 133 km of the direction to the station Ruzaevka) between JSC TransContainer (the Kuibyshev branch) and JSC RZhD (the Kuibyshev railway – the branch of JSC RZhD) being the interested party transaction on the following terms:

The Parties to the Supplementary Agreement: JSC Russian Railways (Kuibyshev railways - branch of JSC Russian Railways) - Lessee and PJSC TransContainer (Kuibyshev branch) - Sublessee.

The Subject of the Supplementary Agreement:

1. Clause 1.1. of the Contract to be read in the following edition:

"1.1. The Lessee transfers, and the Sublessee takes in sublease (in temporary possession and use) for the payment the part of the land parcel of 734,00 sq.m, from lands of settlements, the cadastral number 58:29:0000000:16/43 (hereinafter – the Site), having the address reference points: the Penza region, Penza from 1 km + PK1 to 2 km + PK9 to the direction of the station Ruzaevka from 139 km + PK4 to 133 km of the direction on the station Ruzaevka. The site is in borders of the land parcel of 437863,00 sq.m with the cadastral number 58:29:0000000:16, with the allowed use – under objects of railway transport, in the borders specified in the cadastral plan is property of the Russian Federation and is provided to JSC RZhD for rent according to the lease contract of the land parcel which is in Federal property from October 27, 2004 No. 108.

The borders of the Parcel are specified in the Annex No.4 to the Contract being its integral part".

2. The clause 4.2 of the Contract to be read in the following edition:

"4.2. The amount of rent under the Sublease contract is 4.68 (four rub. 68 kopeks) rub a year, including the VAT of 18% - 0,72 (zero rub. 72 kopeks) rub. The amount of monthly rent under the Sublease contract is 0.39 (zero rub. 39 kopeks) rub., including the VAT of 18% (The Annex No.5 to the Contract)".

3. From the date of signing of the Supplementary agreement to recognize the Annexes No. 1 and 3 to the Contract as invalid.

4. From the date of signing of the present Agreement to bring into force the Annexes No. 4, No. 5, No. 6 in the edition of the Annexes No. 1, No. 2, No. 3 to the present Agreement which are an integral part of the Contract.

The Supplementary Agreement validity terms:

The supplementary agreement No. 2 comes into force from the date of its state registration in the bodies of the state registration of the rights for real estate and transactions with it and is valid during the period of validity of the contract.

The supplementary agreement is an integral part of the Contract.

27.4. Decision made:

1. To define that monthly rent according to the Rental Contract Real Estate of PJSC TransContainer No. 17-NKP from 01.01.2009 for the use of real estate of the total area of 20,4 sq.m, located at the address: Rostov-on-Don, Proletarsky district, Energetikov Lane, 3-5a/378/90, will be 13 611,90 rub. including VAT.

2. To approve the conclusion of the supplementary agreement to the Rental Contract of Real Estate of PJSC TransContainer from 01.01.2009 No. 17-NKP (Rostov-on-Don, Proletarsky district, Energetikov Lane, 3-5a) between JSC RZhD (the North Caucasian management of traffic control – structural division of the Central management of traffic control – branch of JSC RZhD) and PJSC TransContainer (the North Caucasian branch) as the interested party transaction on the following terms:

The Parties to the Supplementary Agreement:

The JSC "Russian Railways" (the North Caucasian management of traffic control - the structural unit

of the Central Directorate of traffic control - the branch of the JSC "RZD") - the Lessee and the PJSC "TransContainer" (the North Caucasian Branch) - the Lessor.

The Subject of the Supplementary Agreement:

The Parties agreed:

1. Clause 1.1. of the lease contract of real estate of PJSC TransContainer No. 17-NKP from 01.01.2009 (Further – the Contract) to be read in the following edition:

"1.1. The Lessor transfers, and the Lessee takes on rent in temporary possession and use for the payment the real estate specified in the annex No. 3, which is an integral part of the Contract, located at the address: Rostov-on-Don, Proletarsky district, Energetikov Lane, No. 3-5, including rooms: No. 3, 4 at the 3rd floor in the office building, letter 17, with the total area of 20,4 sq.m (hereinafter – the Real estate)"

2. The Clause 3.2.1. of the Contract to be read in the following edition:

"3.2. To sign the contract on compensation of charges of Real estate with the Lessor or to sign contracts for rendering services on the maintenance of Real estate with the relevant specialized organizations and to notify on their conclusion the Lessor".

3. Clause 5.1. of the Contract to be read in the following edition:

"5.1. According to the Agreement on the rent amount (the annex No. 4 which is an integral part of the Contract) the monthly rent is equal to 13 611 (thirteen thousand six hundred eleven) roubles 90 kopeks, including the VAT of 18% – 2 076 (two thousand seventy six) roubles 39 kopeks.

The payment of the rent is made for every month in advance prior to 10 (tenth) day of the paid month".

4. To add to the Clause 5.2. of the Contract the following paragraphs:

"On the termination of a reporting month the Lessor writes out the invoice according to clause 5.6 of the Art. 169 of the Tax Code of the Russian Federation within 5 (five) calendar days from the moment of rendering of services.

The Lessor is obliged from January to November to provide to the Lessee within 3 (three) first working days, but not later than on 5 (fifth) day of the month following the reporting month, the sets of primary accounting documents signed for his part and for the part of the Customer (the act of the performed works, accounts and invoices) for the Services rendered within calendar month. The documents for December are provided within 3 (three) first working days of the next year.

The Lessee is obliged to provide the signed Reconciliation statements after their writing out by the Lessor at least 2 (two) times a year, and also at early cancellation of the Contract.

The Lessor has the right to submit the adjustment invoices without formation of corrective copies to earlier written out invoices in cases of change of the amount of the rent within 5 (five) calendar days from the date of drawing up the document (the written notice, the supplementary agreement) confirming the consent (the notification fact) of the Lessee on the change of the amount of the rent".

5. To update the Section 6 of the Contract with the Clause 6.6 with the following content:

"6.6. The Lessee has no right on percent on the amount of debt during the use of money according to the paragraph 1 of the article 317.1 of the Civil code of the Russian Federation".

6. From the date of signing of this agreement to recognize the Annexes No. 1 and 2 to the Contract as invalid.

7. From the date of signing of the present Agreement to bring into force the Annexes No. 3, No. 4, No. 5 in the edition of the Annexes No. 1, No. 2, No. 3 to the present Agreement which are an integral part of the Contract.

The Supplementary Agreement validity terms:

The Agreement starts to be effective from the date of its signing by the Parties, is an integral part of the Contract and is valid during Contract validity terms.

The terms of the present Agreement shall apply to the relations of the Parties that started since 01.04.2016.

27.5. Decision made:

1. To define that monthly rent according to the Rental Contract Real Estate of PJSC TransContainer No. 19-NKP from 01.01.2009 for the use of real estate of the total area of 125,3 sq.m, located at the address: Rostov-on-Don, Proletarsky district, Energetikov Lane, 3-5a/378/90, will be 94 825,79 rub. including VAT.

2. To approve the conclusion of the supplementary agreement to the Rental Contract of Real Estate of PJSC TransContainer from 01.01.2009 No. 19-NKP (Rostov-on-Don, Proletarsky district, Energetikov Lane, 3-5a/378/90) between JSC RZhD (the North Caucasian management of traffic control – structural division of the Central management of traffic control – branch of JSC RZhD) and PJSC TransContainer (the North Caucasian branch) as the interested party transaction on the following terms:

The Parties to the Supplementary Agreement: The JSC "Russian Railways" (the North Caucasian management of traffic control - the structural unit of the Central Directorate of traffic control - the branch of the JSC "RZD") - the Lessee and the PJSC "TransContainer" (the North Caucasian Branch) - the Lessor.

The Subject of the Supplementary Agreement:

The Parties agreed:

1. Clause 1.1. of the lease contract of real estate of PJSC TransContainer No. 19-NKP from 01.01.2009

(Further – the Contract) to be read in the following edition:

"1.1. The Lessor transfers, and the Lessee takes on rent in temporary possession and use for the payment the real estate specified in the annex No. 4, which is an integral part of the Contract, located at the address: Rostov-on-Don, Proletarsky district, Energetikov Lane, No. 3-5a/378/90, including rooms: No. 4, 5, 39, 40, 46 in the station building, letter 1, with the total area of 125,3 sq.m (hereinafter – the Real estate)"

2. The Clause 3.2.1. of the Contract to be read in the following edition:

'3.2.1. To sign the contract on compensation of charges of Real estate with the Lessor or to sign contracts for rendering services on the maintenance of Real estate with the relevant specialized organizations and to notify on their conclusion the Lessor".

3. Clause 5.1. of the Contract to be read in the following edition:

"5.1. According to the Agreement on the rent amount (the annex No. 4 which is an integral part of the Contract) the monthly rent is equal to 94 825 (ninety four thousand eight hundred twenty five) roubles 79 kopeks, including the VAT of 18% – 14 464 (fourteen thousand four hundred sixty four) roubles 95 kopeks.

The payment of the rent is made for every month in advance prior to 10 (tenth) day of the paid month".

4. To add to the Clause 5.2. of the Contract the following paragraphs:

"On the termination of a reporting month the Lessor writes out the invoice according to clause 5.6 of the Art. 169 of the Tax Code of the Russian Federation within 5 (five) calendar days from the moment of rendering of services.

The Lessor is obliged from January to November to provide to the Lessee within 3 (three) first working days, but not later than on 5 (fifth) day of the month following the reporting month, the sets of primary accounting documents signed for his part and for the part of the Customer (the act of the performed works, accounts and invoices) for the Services rendered within calendar month. The documents for December are provided within 3 (three) first working days of the next year.

The Lessee is obliged to provide the signed Reconciliation statements after their writing out by the Lessor at least 2 (two) times a year, and also at early cancellation of the Contract.

The Lessor has the right to submit the adjustment invoices without formation of corrective copies to earlier written out invoices in cases of change of the amount of the rent within 5 (five) calendar days from the date of drawing up the document (the written notice, the supplementary agreement) confirming the consent (the notification fact) of the Lessee on the change of the amount of the rent".

5. To update the Section 6 of the Contract with the Clause 6.6 with the following content:

"6.6. The Lessee has no right on percent on the amount of debt during the use of money according to the paragraph 1 of the article 317.1 of the Civil code of the Russian Federation".

6. From the date of signing of this agreement to recognize the Annexes No. 2 and 3 to the Contract as invalid.

7. From the date of signing of the present Agreement to bring into force the Annexes No. 4, No. 5, No. 6 in the edition of the Annexes No. 1, No. 2, No. 3 to the present Agreement which are an integral part of the Contract.

The Supplementary Agreement validity terms:

The Agreement starts to be effective from the date of its signing by the Parties, is an integral part of the Contract and is valid during Contract validity terms.

The terms of the present Agreement shall apply to the relations of the Parties that started since 01.04.2016.

27.6. Decision made:

1. To determine that the subject of the agreement does not change the cost of rent under the Contract from 01.01.2009 No. 18-NKP.

2. To approve the conclusion of the agreement of termination of the lease contract of real estate from 01.01.2009 No. 18-NKP between JSC RZhD North Caucasian management of traffic control – structural division of the Central management of traffic control – branch of JSC RZhD) and PJSC TransContainer (the North Caucasian branch) being the interested party transaction on the following terms:

The Parties to the Agreement: PJSC TransContainer (the North Caucasian branch), the Lessor, and OJSC Russian Railways (the North Caucasian central offices on the management of terminal and warehouse complex – structural division of the Central office on the management of terminal and warehouse complex - the JSC RZhD branch), the Lessee.

The Subject of the Agreement: to terminate the lease contract from 01.01.2009No. 18-NKP of the real estate located at the address: Rostov-on-Don, Proletarsky district, Energetikov Lane, 3-5a/378/90, including the room No. 10 on the 1st floor of the building of economic shop, letter 14, of 30,2 sq.m.

Agreement validity period: the Agreement on the termination enters into force on the date it is signed by the Parties. The Agreement covers the relations of the Parties which arose before its entering in force from the date of signing of the delivery-acceptance certificate (return) of real estate.

Decision made:

1. To define that the rent for use of real estate during the period from 29.12.2015 till the date of termination of the Contract 15.02.2016) will be 9 554,60 rub a month without the VAT.

2. To approve the conclusion of agreement about termination of the lease contract from 12.03.2009 No. ARD0007D09 between PJSC "Vladivostok Sea Commercial Port" and PJSC TransContainer (the Far East branch) which is the interested party transaction on the following terms:

The Parties to the Agreement: PJSC "Vladivostok Sea Commercial Port" – the Lessor, PJSC "TransContainer" (the Far East branch) - the Lessee.

The Subject of the Agreement: to terminate the Contract from February 15, 2016. The return of the estate property located at the address: Vladivostok, ul. Strelnikova, 9 including the room No. 44 on the 2nd floor in the office building with additions and inserts, with TP-92 of 11,2 sq.m (hereinafter - the Real estate) to perform under the delivery-acceptance (return) certificate of Real estate (the Annex No. 1), and also to sign the reconciliation statement.

Agreement validity period: the Agreement enters into force on the date it is signed by all Parties. The Agreement covers the relations between the Parties arising before its entry into force from December 29, 2015.

2.4. Date of holding the meeting of the Issuer's Board of Directors, during which the above mentioned decisions were made: **May 17, 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. 12 of 20 May 2016.**

3. Signatures

3.1. Director General
Of PJSC TransContainer

P. V. Baskakov

(signature)

3.2. 20 May 2016

Seal