

Notice of material fact
"On certain decisions made by the Emitter's Board of Directors"

1. General Information	
1.1. Full Emitter's Company name	<i>Public Joint Stock Company Center for Cargo Container Traffic TransContainer</i>
1.2. Abbreviated Emitter's Company name	<i>PJSC TransContainer</i>
1.3. Registered address of the Emitter:	<i>Oruzheynny pereulok, 19, Moscow, 125047, Russian Federation</i>
1.4. Emitter's MSRN	<i>1067746341024</i>
1.5. Emitter's TIN	<i>7708591995</i>
1.6. Emitter's unique code assigned by the registering authority	<i>55194-E</i>
1.7. URL used by the Emitter to disclose information	http://www.trcont.ru http://www.e-disclosure.ru/portal/company.aspx?id=11194

2. Message content
<p><i>On approval of transactions recognized by the law of the Russian Federation as major transactions and(or) interested party transactions</i></p>
<p>2.1. The quorum of the Emitter's Board of Directors: <i>The meeting was attended by 9 of 11 members of the Board of Directors. The quorum for decision-making is reached.</i></p> <p>2.2. The results of voting concerning the issued of decions making:</p> <p style="padding-left: 40px;"><i>23.1. On approving the conclusion of the agreement on the termination of the Agreement on rendering of services on implementation of stock option programme of PJSC TransContainer dd. May 20, 2011 year between PJSC TransContainer and LLC TransContainer Finance".</i></p> <p style="padding-left: 40px;"><i>Results of voting:</i> <i>"for" 8 (Werner R., Kostenets I.A., Mammed Zade L., Novozhilov Yu.V., O'Brian P., Shaidaev M.M., Shitkina I.S.)</i> <i>"against" none</i> <i>"abstained" no</i> <i>The member of Board of Directors Davydov A.Yu. didn't take part in the voting concerning this issue.</i></p> <p style="padding-left: 40px;"><i>23.2. About approval of signing the Contract of lease of the real estate belonging to PJSC TransContainer (Voronezh, Central district, Studencheskaya st., 26A) between PJSC TransContainer (South-Eastern branch) and JSC RZD Logistics.</i></p> <p style="padding-left: 40px;"><i>Results of voting:</i> <i>"for" 6 (Werner R., Kostenets I.A., Mammed Zade L., Novozhilov Yu.V., O'Brian P., Shitkina I.S.)</i> <i>"against" 2 (Panchenko A.A., Shaydaev M.M.)</i> <i>"abstained" no</i> <i>The member of Board of Directors Davydov A.Yu. didn't take part in the voting concerning this issue.</i></p> <p style="padding-left: 40px;"><i>23.3. About approval of entering into the Supplementary Agreement No.3 to the Lease Contract in respect for JSC TransContainer's property dd. 12.03.2013 No.67-HKII (Stavropol region, Pyatigorsk, 19 Kislovodskoe ave.) between PJSC TransContainer (North Caucasian branch) and JSC RZD (North Caucasian local center for corporate transport service - a unit of the Central Direction for the corporate transport service - the branch of JSC RZD).</i></p> <p style="padding-left: 40px;"><i>Results of voting:</i> <i>"for" 8 (Werner R., Kostenets I.A., Mammed Zade L., Novozhilov Yu.V., O'Brian P., Shaidaev M.M., Shitkina I.S.)</i></p>

"against" none

"abstained" no

The member of Board of Directors Davydov A.Yu. didn't take part in the voting concerning this issue.

23.4. About approval of entering into the Supplementary Agreement No.4 to the Lease Contract in respect for JSC TransContainer's property dd. 01.11.2011 No.467-HKII (Rostov-on-Don, Proletarsky district, Eneregtikov lane, No. 3-5a/378/90) between PJSC TransContainer (North Caucasian branch) and JSC RZD (North Caucasian local center for corporate transport service - a unit of the Central Direction for the corporate transport service - the branch of JSC RZD).

Results of voting:

"for" 8 (Werner R., Kostenets I.A., Mammed Zade L., Novozhilov Yu.V., O'Brian P., Shaidaev M.M., Shitkina I.S.)

"against" none

"abstained" no

The member of Board of Directors Davydov A.Yu. didn't take part in the voting concerning this issue.

2.3. The content of the decisions made by the Emitent's Board of Directors:

23.1.

1. To define that the subject of the agreement on termination doesn't change the services cost under the Agreement.

2. To approve the conclusion of the agreement on termination of the Agreement on rendering services in implementation of the stock option program of PJSC TransContainer dd. May 20, 2011 between PJSC TransContainer and LLC TransContainer Finance being the interested party transaction on the following terms:

The Parties to the Agreement: PJSC TransContainer - the Company and JSC TransContainer Finance - the Operator.

Subject of the agreement: in relation to the implementation by the parties of their rights and completion of the programme, as well as the performance of the obligations by the parties under the Basic Agreement, from July 1, 2016 to consider the Basic Agreement terminated.

Program is the program, whereby the Employees are granted the right to purchase shares of the company, implemented pursuant to the Provision, other internal acts of the company as well as the agreements concluded by the company, the Operator and the Participants in accordance with the Provision.

The Basic Agreement is the agreement on rendering services for realization of the stock option program of JSC TransContainer dd. May 20, 2011.

Party is an employee, who, in accordance with the Provision, is granted the right to participate in the program.

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

23.2.

1. To define that the rent cost for use of real estate - part of non-residential premise № 3 with area of 6 sq.m, on the first floor in the non-residential building III located at the address: Voronezh, Central district, Studencheskaya st., 26A is 5,160.00 USD per month, including VAT, utilities, operating costs and depreciation.

2. To approve signing of the Contract of lease of the real estate (Voronezh, Central district, Studencheskaya, 26a) between PJSC TransContainer (Southeast branch) and JSC Russian Railway Logistics (branch in Rostov-on-Don), being the interested party transaction on the following terms:

The Parties to the Contract: PJSC TransContainer (the Southeastern branch) – the Lessor and JSC RZD Logistics (branch in Rostov-on-Don) – the Lessee.

The Subject of the Contract: Lease of real estate – part of non-residential premise № 3 with area of 6 sq.m, on the first floor in the non-residential building III lit.A situated at: Voronezh, Central district, Studencheskaya, 26a, (hereinafter - real estate). Immovable property is transferred to the Leaseholder for use as an office.

The Contract Price: Monthly rent, calculated, taking into account utility and operational costs, with the property tax, depreciation charges is accepted as equal to 5,160.00 rub including VAT.

The Contract validity terms: The Contract starts to be effective from the date of its signing by the Parties and is valid during 11 months. The terms of the Contract apply to the legal relations of the Parties arising from September 1, 2016 year subject to approval by the Board of Directors of PJSC TransContainer.

Other essential terms of the Contract: Along with the first rent payment, the Tenant transfers the security deposit in the amount of the monthly rent to the Lessor's account. The given amount is set off either as the rent payment for the last month of lease or for payment of the fines concerning the Contract, at the Leaseholder's discretion. In the latter case the Tenant shall restore the security deposit within 5 days at the Leaseholder's request.

23.3.

1. To determine that the subject of the Supplementary agreement No. 3 to the Contract of lease real estate of JSC TransContainer dd. 12.03.2013 No. 67-HKII does not change the amount of the rent.

2. To approve entering into the Supplementary Agreement No.3 to the Lease Contract in respect for JSC TransContainer's property dd. 12.03.2013 No.67-HKII (Stavropol region, Pyatigorsk, 19 Kislovodskoe ave.) between PJSC TransContainer (North Caucasian branch) and JSC RZD (North Caucasian local center for corporate transport service - a unit of the Central Direction for the corporate transport service - the branch of JSC RZD) as an interested party transaction subject of the following conditions:

The Parties to the Supplementary Agreement:

PJSC TransContainer (North Caucasian Branch) is the Lessor and JSC RZD North Caucasian local center for corporate transport service - a unit of the Central Direction for the corporate transport service - the branch of JSC RZD) is the Lessee.

The Subject of the Supplementary Agreement:

Paragraph 2 of the clause 5.2. of the Contract to be read in the following edition:

"Payment of rent is made per each month on the 10 (tenth) day of the month following the reporting".

The Supplementary Agreement validity terms:

The Supplementary 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.

23.4.

1. To determine that the subject of the Supplementary agreement No. 4 to the Contract of lease real estate of JSC TransContainer dd. 01.11.2011 No. 467-HKII does not change the amount of the rent.

2. To approve entering into the Supplementary Agreement No.4 to the Lease Contract in respect for JSC TransContainer's property dd. No.467-HKII ((Rostov-on-Don, Proletarsky district, Eneregtikov lane, No. 3-5a/378/90) between PJSC TransContainer (North Caucasian branch) and JSC RZD (North Caucasian local center for corporate transport service - a unit of the Central Direction for the corporate transport service - the branch of JSC RZD) as an interested party transaction subject on the following conditions:

The Parties to the Supplementary Agreement:

PJSC TransContainer (North Caucasian Branch) is the Lessor and JSC RZD North Caucasian local center for corporate transport service - a unit of the Central Direction for the corporate transport service - the branch of JSC RZD) is the Lessee.

The Subject of the Supplementary Agreement:

Paragraph 2 of the clause 5.2. of the Contract to be read in the following edition:

"Payment of rent is made per each month on the 10 (tenth) day of the month following the reporting".

The Supplementary Agreement validity terms:

The Supplementary 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.

2.4. The date of the meeting of the Emitent's Board of Directors when the relevant decisions were made: September 27, 2016

2.5. The date and the number of the Minutes of the meeting of the Emitent's Board of Directors when the relevant decisions were made: ***minutes dd. September 30, 2016 No.4***

3. Signature

3.1. Deputy Director General
of PJSC TransContainer in virtue of
the Order dd. 20.09.2016 No.377/ok

signature

Drachev

3.2. Date: September 30, 2016

Stamp