

Corporate Action Notice
"On certain decisions made by the Issuer's Board of Directors"

Message about insider information

1. General Information	
1.1. Full Issuer's Company name	Public Joint Stock Company Center for Cargo Container Traffic TransContainer
1.2. Abbreviated Issuer's Company name	PJSC TransContainer
1.3. Registered address of the Issuer:	Oruzheynyy pereulok, 19, Moscow, 125047, Russian Federation
1.4. Issuer's MSRN	1067746341024
1.5. Issuer's TIN	7708591995
1.6. Issuer's unique code assigned by the registering authority	55194-E
1.7. URL used by the Issuer to disclose information	http://www.trcont.ru http://www.e-disclosure.ru/portal/company.aspx?id=11194
2. Message content	
<i>On approval of transactions recognized by the law of the Russian Federation as interested party transactions</i>	
2.1. The quorum of the Issuer's Board of Directors: <i>The meeting of the Board of Directors was attended by 10 of 11 members of the Board of Directors. According to the Article 68 of the Federal Law "About Joint Stock Companies" the quorum is reached and the meeting of the Board of Directors of PJSC TransContainer is legally competent.</i>	
2.2. The results of voting concerning the issued of decions making:	
<i>16.1. Approving the conclusion of the contract of sublease of the parts of the land plot (Primorsky territory, city of Artem, from the border of the Nadezhdinskiy area (9250 kilometres) to the border with the city of Vladivostok (Peschanka river, 9254 km, PK-2) and from the "Amur Bay" station (0 km) to the border of the Shkotovskiy area Artemovka, 30, PK-8), signed by JSC RZD (Far Eastern Railway - branch of JSC RZD) and PJSC TransContainer (Far Eastern Railway branch).</i>	
<i>Results of voting:</i>	
<i>"for" 10 (Verner R., Davydov A.Yu., Kostenets I.A., Mammed Zade L., Novozhilov Yu.V., O'Brian P., Panchenko A.A., Tonkihk A.V., Shaidaev M.M., Shitkina I.S.)</i>	
<i>"against" none</i>	
<i>"abstained" none</i>	
<i>16.2. About the approval of conclusion of the Contact for forwarding service between PJSC TransContainer and JSC RZD..</i>	
<i>Results of voting:</i>	
<i>"for" 10 (Verner R., Davydov A.Yu., Kostenets I.A., Mammed Zade L., Novozhilov Yu.V., O'Brian P., Panchenko A.A., Tonkihk A.V., Shaidaev M.M., Shitkina I.S.)</i>	
<i>"against" none</i>	
<i>"abstained" none</i>	

16.3. Approving the conclusion of the contract on rendering of services on security escort of goods in wagons, containers during transportation by rail between PJSC Transcontainer and LLC PSC RZD-Security.

Results of voting:

"for" 10 (Verner R., Davydov A.Yu., Kostenets I.A., Mammed Zade L., Novozhilov Yu.V., O'Brian P., Panchenko A.A., Tonkihk A.V., Shaidaev M.M., Shitkina I.S.)

"against" none

"abstained" none

16.4. Approving the conclusion of the supplementary agreement No. 1 to the contract for reimbursement of costs of real estate maintenance NO. 9-12 (KBSH) (LVCh-5)/(KU-1420/ur) dd. March 1, 2013 between PJSC Transcontainer (Kuibyshev Branch) and JSC Federal Passenger Company (wagon part Ulyanovsk - structural subdivision of the Kuibyshev branch of JSC Federal Passenger Company).

Results of voting:

"for" 9 (Verner R., Davydov A.Yu., Mammed Zade L., Novozhilov Yu.V., O'Brian P., Panchenko A.A., Tonkihk A.V., Shaidaev M.M., Shitkina I.S.)

"against" none

"abstained" none

The member of the Board of Directors Kostenets I.A. didn't vote for this draft decision as far as he is a party interested in this transaction (Kostenets I.A. is a member of the Board of Directors of JSC FPC).

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

16.1.

Decision made:

1. 1. To determine that the amount of annual rent under the agreement of sublease of the parts of the land plot with the area of 67,000 sqm, situated within the boundaries of the land plot with the cadastral number 25:27:000000:0003, is equal to 402 (four hundred and two) rubles 65 kopecks, plus VAT 72 (seventy-two) rubles 47 kopecks, total including VAT 475 (four hundred and seventy-five) roubles 12 kop., rent amount for 11 months is equal to 435 (four hundred and thirty-five) rubles 53 kop., including VAT 18%, monthly rent is equal to 33 (thirty-three) rubles 55 kopecks, plus VAT 6 (six) rub. 01 kop, total including VAT 39 (thirty-nine) rubles 59 kop.;

2. To approve signing the the agreement of sublease of the parts of the land plot with the area of 67,000 sqm, situated within the boundaries of the land plot with the cadastral number 25:27:000000:0003, between PJSC TransContainer (Far Eastern branch) and JSC RZD (Far /eastern railway - branch of JSC RZD) being a transaction of a special interest upon the following terms:

The Parties to the Contract: JSC RZD (Far Eastern Railway - branch of JSC RZD) - the Lessee and PJSC TransContainer (Far Eastern Branch) - the Subtenant.

The Subject of the Contract: Sublease of the parts of the land plot with the area of 67,000 square meters (hereinafter the Plot), located within the boundaries of the land plot with the cadastral number 25:27:000000:0003.

Land plot with the cadastral number 25:27:000000000000:0003, with the area 3,022,124.00 sq. m, of the lands of industry, energy, transport, communication, radio, television, computer science, lands to ensure space activities, lands of defence, security and lands of special purpose, with landmarks: Primorsky territory, city of Artem, from the border of the Nadezhdinskiy area (9250 kilometres) to the border with the city of Vladivostok (Peschanka river, 9254 km, PK-2) and from the "Amur Bay" station (0 km) to the border of the Shkotovski area Artemovka, 30, PK-8), and the purpose is to accommodate railway railway rights-of-ways; provided to JSC RZD (the Lessee)

under a contract of lease of the land plot dd. 15.12.2004 No. 48/48 (hereinafter the Contract of lease), concluded with the Territorial Department of the Federal Agency for State property management in Primorsk region. Land plot with the cadastral number 25:27:000000:0003 under the contract of lease is used in the manner and for the purposes prescribed by the regulations for the establishment and use of rights-of-way and protected areas of railways, approved by the Decree of the Government of the Russian Federation on 12.10.2006 No. 611, for land plots of the railway rights-of-ways.

The plot is provided to the subtenant for maintenance and operation of real estate properties owned by PJSC Transcontainer.

The Subtenant is not entitled to change the aim of the Parcel's use stipulated by the present Contract without prior written consent of the Lessee, to build new real estate objects at the Parcel and (or) reconstruct the existing real estate objects, as well as to allocate the temporary and (or) non-bearing constructions and other building is it is not provided for by the present Contract.

The Parcel contains the real estate objects owned by PJSC TransContainer.

The plot has no limitations (encumbrances).

Rent amount: the amount of annual rent under the contract equals to 402 (four hundred and two) rubles 65 kopecks, plus VAT 72 (seventy-two) rubles 47 kopecks, total including VAT 475 (four hundred and seventy-five) roubles. 12 kop., rent amount for 11 months is equal to 435 (four hundred and thirty-five) rubles 53 kop., including VAT 18%, monthly rent is equal to 33 (thirty-three) rubles 55 kopecks, plus VAT 6 (six) rub. 01 kop, total including VAT 39 (thirty-nine) rubles 59 kop.;

Contract validity period: The Contract is valid for the period of 11 months and comes into effect from the date of its signing by the Parties. This Contract shall apply to the relations of the Parties that started before its effective date since 19.04.2016.

Other essential terms of the Contract:

1. If the Subtenant continues using the Parcel after expiration of the Contract validity period without objections on the Tenants behalf, the Contract is considered to be renewed upon the same terms for indefinite period, but not exceeding the validity period for the Land parcel rental contract Mo.48/48 dd. 15.12.2004 signed by JSC RZD with the Territory administration of the Federal agency for public property management in Primorsk territory.

2. The Lessee has the right to change in the unilateral indisputable order the sum of the rent under the Contract, but not more often than once a year.

The annual change of the rent is made according to the decision of the Lessee:

a) not more than at time-and-a-half rate of the maximum predicted rate of inflation in the Russian Federation for fiscal year in which the change of the rent amount is made, or for the fiscal year following it directly at the choice of the Lessee. For calculation the predicted rate of inflation provided in the federal law on the federal budget for the corresponding years is used.

At the absence in the federal law on the federal budget for the corresponding years of the value of the predicted rate of inflation the value of the rate of inflation (consumer prices in general across Russia) for the latest expired calendar year which is annually set (reported) by the internal document of JSC RZhD, determined according to official data of federal body of the state statistics is used (or other federal public authority authorized to report official statistical data on the rate of inflation for a year);

b) in the amount determined on the basis of federal laws, legal acts of the Government of the Russian Federation, federal executive authorities, public authorities of subjects of the Russian Federation, local governments which provisions regulate the lease (sublease) terms of the land parcel (parts of the land parcel) which is the subject of the present Contract;

The change of the rent amount is made in a month from the date of the written notice by the Lessee to Sub-Lessee about unilateral change of the amount of the rent.

16.2.

Decision made:

To define that the contract price of transport and forwarding services will amount to 800,000,000.00 (eight hundred million) rubles 00 kopeck including all taxes (except for VAT).

2. To approve entering into the Contract for Rendering and/or Arrangement of Transport and Forwarding Services connected with cargoes/containers acceptance and dispatch at the stations of the Russian Railways between PJSC TransContainer and JSC RZD being an interested party transaction:

The Parties to the Contract: PJSC TransContainer - the Customer and JSC RZD - the Contractor. Subject of the Contract: Upon Customer's order the Contractor assumes the liabilities to render and/or arrange rendering transport and forwarding services connected with cargoes/containers acceptance and dispatch at the stations of the Russian Railways by forces of units of the Central direction for management of terminal and warehouses complex of RZD branch.

Contract Price: 800,000,000.00 (eight hundred million) rubles 00 kopeck including all taxes (except for VAT) consists of transport and forwarding services rendered to the Customer by the Contractor.

Contract validity period: The contract comes into force from the moment of signing by the Parties and is valid through December 31, 2017, and regarding the mutual payments until the full execution of the obligations.

16.3.

Decision made:

1. To define that the contract price of transport and forwarding services will amount to 500,000.00 (five hundred million) rubles 00 kopeck including all taxes (including VAT).

2. To approve conclusion of the contract for rendering of services in support and protection of cargoes in carriages, containers in transit railway transportations between PJSC TransContainer and LLC PSF RZD-Okhrana, being an interested party transactions, as follows:

The Parties to the Contract: PJSC TransContainer - the Customer and LLC PSF RZD-Okhrana - the Security.

Subject of the Contract: The Security shall render paid services of escorting and securing the cargoes in wagons and containers on passage (hereinafter - the service of cargo escorting and securing) along the territory of the Russian Federation, and the Customer shall accept and pay for the mentioned services according to procedure and terms stipulated by the present contract.

The Contract Price: 500,000.00 (five hundred thousand) rubles 00 kopeck including all taxes (including VAT) consists of amount of cargoes/ containers processed based on the Contractor's services price provided for in the Contract.

Contract validity period: The contract comes into force from the moment of signing by the Parties and is valid through December 31, 2017, and regarding the mutual payments until the full execution of the obligations.

16.4.

Decision made:

1. To determine that the monthly amount of payment for compensation of expenses for municipal and operational services in the rented premises consists of constant and variable components.

Constant component for the cost reimbursement set based on the value of the services rendered under the contracts concluded with JSC FPC amounts to 986.24 (nine hundred and eighty-six) rubles 24 kopecks per month, including VAT 18% - 150.44 rub. (one hundred and fifty) rubles, 44 kopecks, and includes reimbursement for utilities and maintenance services for the maintenance and support of fire alarm systems and fire warning system, security, removal and disposal of solid waste, deratization and disinfection, cleaning of premises, reimbursement for property insurance.

Calculation of constant component of the Consumer for reimbursement to the Organization for the maintenance of the real estate is specified in the Calculation of the reimbursement of the cost of maintenance of the real estate (constant component) (Annex No. 1 to this explanatory note).

The variable component of payment for reimbursement for municipal and operational services

includes compensation of expenses on payment of:

- *heating, proceeding from calculation of the area of the rented premise and a tariff of the service provider;*
- *the consumed electric power, proceeding from calculation of the quantity of electric equipment installed in the premise;*
- *water supply and water disposal, proceeding from standards of water consumption for 1 worker and a tariff of the organization of water and waste water service.*

Calculation of variable component of the Consumer for reimbursement to the Organization for the maintenance of the real estate is specified in the Calculation of the reimbursement of the cost of maintenance of the real estate (constant component) (Annex No. 2 to this explanatory note).

2. To approve the conclusion of the supplementary agreement No. 1 to the contract for reimbursement of costs of real estate maintenance NO. 9-12 (KBSH) (LVCh-5)/(KU-1420/ur) dd. March 1, 2013 between PJSC Transcontainer (Kuibyshev Branch) and JSC Federal Passenger Company (wagon part Ulyanovsk - structural subdivision of the Kuibyshev branch of JSC Federal Passenger Company), being an interested party transaction subject to the following conditions:

The Parties to the Supplementary Agreement: PJSC TransContainer (Kuibyshev Branch) is the Consumer and JSC FPC (wagon site Ulyanovsk - structural subdivision of the Kuibyshev branch of the JSC FPC) is the Organization.

The Subject of the Supplementary Agreement:

1. Clause 3.1 of the Contract to be read in the following edition:

"3.1. Consumer fees for the Organization's cost recovery for real estate maintenance is determined on the basis of the constant and a variable component.

3.1.1. Constant component of Consumer fees for the Organization's cost recovery for real estate maintenance amounts to 986.24 (nine hundred and eighty-six) rubles 24 kopecks, including VAT 18% - 150.44 (one hundred and fifty) rubles 44 kopecks per month including:

575, 82 (five hundred and seventy-five) rubles 82 kopecks, including VAT 18% - 87.84 (eighty-seven) rubles 84 - maintenance costs for fire alarm systems;

150.79 (one hundred and fifty) rubles 79 kopecks, including VAT 18% - 23.00 (twenty-three) ruble 0000 kopecks - security costs;

28,19 (twenty-eight) rubles 19 cents, including VAT 18% - 2,22 (two) rubles 22 kopecks - costs of disinfection and deratization;

221.27 (two hundred and twenty-one) rubles 27 kopecks, including VAT 18% - 33,75 (thirty-three) ruble 75 kopecks - cleaning costs;

4.78 (four) rubles 78 kopecks, including VAT 18% - 0.73 (zero) rubles 73 kopecks - costs of removal and disposal of solid waste;

5.39 (five) rubles 39 kopecks, including VAT 18% - 2.46 rub. (two) rubles 46 kopecks - expenses for costs reimbursement of real property insurance - expenses for costs reimbursement of real property insurance.

Calculation of constant component of the Consumer for reimbursement to the Organization for the maintenance of the real estate is specified in the Calculation of the reimbursement of the cost of maintenance of the real estate (constant component) (Annex No. 1) hereto.

2.1.3. Variable component of the reimbursement to the Organization for the real estate maintenance includes compensation of costs of heating, electricity, water supply and sanitation.

Calculation of constant component of the Consumer for reimbursement to the Organization for the maintenance of the real estate is specified in the Calculation of the reimbursement of the cost of maintenance of the real estate (variable component) (Annex No. 2) hereto.

Amount of the variable component of the fee may be extended unilaterally by the Organization in case of increase in tariffs of the supplying organization."

2. Clause 3.4. of the Contract shall be read as follows:

"3.4. Not later than the 5 (fifth) day of the month following the reporting month, the Organization provides the Consumer with a monthly "Certificate - calculation of the cost of utilities", invoice with supporting documents (including acts of completed works from supplying (serving)

organizations."

3. Clause 3.7. of the Contract should be deleted.

4. To state the Annex No. 1 "Calculation for the reimbursement of the cost of maintenance of the real estate (constant component) and Annex No. 2 "Calculation for the reimbursement of the cost of maintenance of the real estate (variable component)" to the Contract in the Annex 1 and Annex 2 to this supplementary agreement.

5. Section 10. of the Contract "Legal addresses, bank details" shall be considered as Section 11. of the Contract.

6. Section 10. of the Contract shall be read as follows:

"10. Anti-corruption clause

"10.1. Each party hereby guarantees that on the date of entry into force of the present Contract, neither the Party nor its officers or employees have not offered, not promised, not provided, not allowed, not required and not taken any illegal money or other benefits of any kind (and have not created the impression that they would or were likely to commit such actions ever in the future), in any way related to the Contract and also that it have taken reasonable measures to prevent such actions by subcontractors, agents and other third parties, under its control or decisive influence.

The Parties undertake, in connection with this Contract for the entire duration and after its expiry to comply with the following provisions, as well as undertake to take reasonable steps to ensure compliance by its subcontractors, agents, and other third parties, under their control or decisive influence.

In the performance of their obligations hereunder, the Parties, their officers, employees do not perform acts defined by applicable law for the purposes of this Contract as the bribe-giving/taking, including the offer/promise, extortion of bribes and inducement to give bribes, commercial bribery, abuse of influence and laundering of proceeds from these actions, as well as actions that violate the requirements of the applicable legislation and the international instruments of combating legalization (laundering) of illegal proceeds.

In case the Party suspects that there was or can be a violation of any provisions of the present paragraph, the relevant Party undertakes to notify the other Party in writing. After notifying, the Party concerned has the right to suspend the execution of obligations under the present agreement prior to receiving confirmation that a violation has not occurred or will not occur. This confirmation shall be sent within 10 working days from the date of written notification.

In the written notice the Party is obliged to refer to facts or provide materials reliably confirming or yielding the ground to assume that any violation of the provisions of this paragraph was made or can be made by the counterparty, its officers or employees in terms of actions, defined by applicable law, such as bribery, commercial bribery, as well as actions that violate the requirements of the applicable legislation and the international instruments of combating the legalization of proceeds obtained by criminal means.

10.2. In the event of a breach by one party of obligations to abstain from actions prohibited in paragraph 10.1. of this Agreement and/or non-receipt by the other party in terms established by the legislation of confirmation that a violation has not occurred or will not occur, the other party has the right to unilaterally terminate the agreement in whole or in part by giving written notice of termination not later than 30 (thirty) calendar days prior to the date of termination of this agreement.

Cost of the Supplementary Agreement:

Consumer fees for the Organization's cost recovery for real estate maintenance is determined on the basis of the constant and a variable component.

Constant component of Consumer fees for the Organization's cost recovery for real estate maintenance amounts to 986.24 (nine hundred and eighty-six) rubles 24 kopecks, including VAT 18% - 150.44 (one hundred and fifty) roubles 44 kopecks per month including:

575, 82 (five hundred and seventy-five) roubles 82 kopecks, including VAT 18% - 87.84 (eighty-seven) rubles 84 - maintenance costs for fire alarm systems;

150.79 (one hundred and fifty) roubles 79 kopecks, including VAT 18% - 23.00 (twenty-three)

ruble 0000 kopecks - security costs;

28,19 (twenty-eight) rubles 19 cents, including VAT 18% - 2,22 (two) rubles 22 kopecks - costs of disinfection and deratization;

221.27 (two hundred and twenty-one) rubles 27 kopecks, including VAT 18% - 33,75 (thirty-three) ruble 75 kopecks - cleaning costs;

4.78 (four) rubles 78 kopecks, including VAT 18% - 0.73 (zero) rubles 73 kopecks - costs of removal and disposal of solid waste;

5.39 (five) rubles 39 kopecks, including VAT 18% - 2.46 rub. (two) rubles 46 kopecks - expenses for costs reimbursement of real property insurance - expenses for costs reimbursement of real property insurance.

Calculation of constant component of the Consumer for reimbursement to the Organization for the maintenance of the real estate is specified in the Calculation of the reimbursement of the cost of maintenance of the real estate (constant component) (Annex No. 1) hereto.

Variable component of the reimbursement to the Organization for the real estate maintenance includes compensation of costs of heating, electricity, water supply and sanitation.

Calculation of constant component of the Consumer for reimbursement to the Organization for the maintenance of the real estate is specified in the Calculation of the reimbursement of the cost of maintenance of the real estate (variable component) (Annex No. 2) hereto.

Amount of the variable component of the fee may be extended unilaterally by the Organization in case of increase in tariffs of the supplying organization.

Duration of the Supplementary Agreement: The Supplementary Agreement starts to be effective from the date of its signing by the Parties and is an integral part of the Contract. In accordance with the art. 425 of the Civil Code of the Russian Federation, the Parties came to an agreement that the clause 3.1.1. of this Supplementary Agreement shall apply to the relations of the Parties that start before its effective date since 01.07.2016.

2.4. The date of the meeting of the Issuer's Board of Directors when the relevant decisions were made: **November, 16, 2016.**

2.5. Date and number of the Minutes of the meeting of the Issuer's Board of Directors, where the relevant decisions were made: **Minutes No. 6 dd. November 18, 2016.**

3. Signature

3.1. Director General
PJSC TransContainer

P. V. Baskakov

(signature)

3.2. Date " 18 " November 20 16

Stamp