

Statement of Material Fact
"Concerning certain decisions made by the Emitent's Board of Directors"

1. General Information	
1.1. Full Emitent's Company name	<i>Public Joint-Stock Company "Centre for cargo container traffic "TransContainer"</i>
1.2. Abbreviated Emitent's Company name	<i>PJSC TransContainer</i>
1.3. Registered address of the Emitent:	<i>Oruzheyniy Pereulok 19 Moscow, Russian Federation 125047</i>
1.4. Emitent's MSRN	<i>1067746341024</i>
1.5. Emitent's TIN	<i>7708591995</i>
1.6. Emitent's unique code assigned by the registering authority	<i>55194-E</i>
1.7. URL used by the Emitent 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>	
<p>2.1. The quorum of the Emitent's Board of Directors: <i>the meeting of the Board of Directors of PJSC TransContainer was attended by 10 of 11 members of the Board of Directors. According to the Articles 68 and 83 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></p> <p>2.2. The results of voting concerning the issues of decisions making:</p> <p style="padding-left: 40px;"><i>15.1. About approval of signing the Rental contract for the real estate belonging to JSC FPC (Amur region, Blagoveshchensk) between JSC Federal Passenger Company (Zabaikalsky branch) and PJSC TransContainer (Zabaikalsky branch).</i> <i>For: 8.</i> <i>Against: none.</i> <i>Abstained: none.</i></p> <p style="padding-left: 40px;"><i>During the vote counting concerning this issue the votes of the members of the Board of Directors Kostenets I.A. and Shitkina I.A. were not considered because they are the persons interested in this transaction (Kostenets I.A. and Shitkina I.A. are the members of the Board of Directors of JSC FPC).</i></p> <p style="padding-left: 40px;"><i>15.3. About approval of signing the Supplementary Agreement for termination of the Real Estate Rental Contract dd. 08.11.2010 No. ЦПН/4/А/4153/10/002791/ 357-HKП (Stavropol territory, Mineralnye Vody, Lenin str. 12), signed by JSC Russian Railways (North-Caucasian Railway - branch of JSC Russian Railways) and PJSC TransContainer (North-Caucasian branch).</i> <i>For: 10.</i> <i>Against: none.</i> <i>Abstained: none.</i></p> <p style="padding-left: 40px;"><i>15.4. About approval of signing the Supplementary Agreement for termination of the Real Estate Rental Contract dd. 01.04.2007 No. ЦПНА/4/А/0911010000/07/001297 (Republic of Bashkortostan, Ufa, K. Marz str., 69), signed by JSC Russian Railways (Kuybyshevskaya Railway - branch of JSC Russian Railways) and PJSC TransContainer (Kuybyshevsky branch).</i> <i>For: 10.</i> <i>Against: none.</i></p>	

Abstained: none.

15.5. About the approval of signing the Contract for performance of works on dismantling of freight cars between LLC TransLom and PJSC TransContainer.

For: 9.

Against: 1 (Panchenko A.A.)

Abstained: none.

15.7. About approval of signing the Supplementary Agreement to the Rental Contract dd. 18.07.2014 No. TKð/14/07/0031 between PJSC TransContainer and PJSC TransFin-M.

For: 7.

Against: none.

Abstained: none.

The member of the Board of Directors Novozhilov Yu.V. didn't vote for this issue as far as he is a party interested in this transaction (Novozhilov Yu.V. is a member of the Board of Directors of PJSC TransFin-M).

The member of the Board of Directors Kostenets I.A. and the Chairman of the Board of Directors Rymzhanova Zh.B. didn't vote for this decision.

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

15.1.

1. To establish that the cost for lease of the immovable property - premises No.1-13 with the total area of 990.2 sq.m. located at the ground floor of the building TO-3, liter A32, placed at: Amur region, Blagoveshchensk, is 210,318.48 roubles per year including VAT.

2. To approve of signing the Rental contract for the real estate belonging to JSC FPC (Amur region, Blagoveshchensk) between JSC Federal Passenger Company (Zabaikalsky branch) and PJSC TransContainer (Zabaikalsky branch) being an interested party transaction on the following terms:

The Parties to the Contract: JSC FPK (Zabaykalsky branch) - the Lessor and PJSC TransContainer (Zabaykalsy branch) - the Lessee.

The Subject of the Contract:

The real estate rent - non-residential premises No. 1 - No. 13 with the total area of 990.2 sq.m. on the ground floor in the building TO-3, liter A32, located at: Amur region, Blagoveshchensk in order to arrange the manufacturing activity.

Lease rate according to the Contract: The monthly lease rate is considered to be 210,318.48 RUR including VAT. The amount of the annual lease rate with exploitation and community charges is 2,523,821.76 RUR including VAT.

Contract validity period: The Contract starts to be effective from the date of its signing by the Parties and is valid during 11 months.

Other terms: In case the Lessee continues using the property after the expiration of the present Contract if there are no Lessor's objections the lease contract is deemed to be recommenced on the same terms sine die.

15.3.

To approve the conclusion of the Agreement to terminate the lease of immovable property of JSC Russian Railways dd. 08.11.2010 No. ЦРПА/4/А/4153/10/002791/ 357-HKII (Stavropol Territory, Mineralnye Vody, Lenin str., 12) signed by JSC Russian Railways (North-Caucasian Railway - branch of JSC Russian Railways) and PJSC TransContainer (North-Caucasian branch) as an interested party on the following terms:

The Parties to the Agreement: JSC Russian Railways (North-Caucasian railways - branch

of JSC Russian Railways) - the Lessor and PJSC TransContainer (North-Caucasian branch) - the Lessee.

The Subject of the Agreement:

Termination of the contract of lease of the immovable property dd. 08.11.2010 No. 4/A/4153/10/002791/ 357-HKII.

Immovable property means non-residential premises No. 179, 180 with the total area 19.80 on the third floor of the building No.2 of department of the North-Caucasian railways in Mineralnye Vody located at: Stavropol Territory, Mineralnye Vody, Lenin str. 12.

Agreement validity terms: This Agreement enters into force on the date it is signed by all Parties. This Agreement shall apply to the relations of the Parties that started since March, 15, 2015.

15.4.

To approve the conclusion of the Agreement to terminate the lease of immovable property of JSC Russian Railways dd. 01.04.2007 No. ЦРПА/4/A/0911010000/07/001297 (No.KЮ-165/юп) (Republic of Bashkortostan, Ufa, K. Marx str., 69), signed by JSC Russian Railways (Kuybyshevskaya Railways - branch of JSC Russian Railways) and PJSC TransContainer (Kuybyshevsky branch) as an interested party transaction on the following terms:

The Parties to the Agreement: JSC Russian Railways (Kuybyshevskaya Railways - branch of JSC Russian Railways) - the Lessor and PJSC TransContainer (Kuybeshevsky branch) - the Lessee.

The Subject of the Agreement: Termination of the contract of lease of of immovable property of JSC Russian Railways dd. 01.04.2007 No. ЦРПА/4/A/0911010000/07/001297 (No.KЮ-165/юп).

Immovable property is the premises with the common area of 23.8 sq.m. located on the third floor in the office block of the Bashkir department of the railroad located at: 450015, Reoublic of Bashkortosta, Ufa, K. Marx str., 69.

Contract validity terms: This Agreement enters into force on the date it is signed by all Parties. This Contract shall apply to the relations of the Parties that started before its effective date since April, 1m 2015.

15.5.

1. To determine that the price of one wagon repairing and processing will be 25,370.00 (twenty five thousand three hundred seventy) roubles including VAT (18%).

2. To approve of signing the Contract for the wagons repairing and processing between LLC TransLom and PJSC TransContainer being an interested party transaction on the following terms:

The Parties to the Contract: PJSC TransContainer - the Customer and LLC TransLom - the Contractor.

The Subject of the Contract: The Customer entrusts and is obliged to pay and the Contractor assumes obligations to perform the works of the wagons repairing and processing being the property of the Customer excluded from the data base of the main wagon center of JSC RZD and unsuitable for further exploitation.

The works include:

- wagons supply from the public railway tracks to the place of direct works performance;*
- wagons dismantling for the nodes and spare parts unsuitable and suitable for repair;*
- selection of the spare parts obtained in wagons processing;*
- processing of nodes and spare parts unsuitable for repair to metal scrap;*
- radiation monitoring of the processed metal scrap;*
- metal scrap assortment in categories;*
- metal scrap weighing (if necessary);*

- metal scrap storage in the territory and at the Contractor's expense from the date of signing the Certificate of the Services Rendered by the Parties;

- metal scrap and/or spare parts suitable for repair loading (in case of their shipment)

The Contract Price: The price for processing of one wagon is 25,370 (twenty five thousand three hundred seventy) roubles 00 kopeck including VAT 18% - 3,870 (three thousand eight hundred seventy) roubles 00 kopeck and includes the expenses in respect of the works performance under the Contract specified in the Subject of the Contract.

Contract validity terms: The Agreement comes into force from the moment of signing and is valid through 31.12.2015, and regarding the mutual payments until the full execution of the obligations by the Parties.

15.7.

1. To define that the rental rate for one wagon per day from May, 1, 2015 is 597.00 roubles excluding VAT.

2. To approve signing the Supplementary Agreement No.1 to the Rental Contract dd. 18.07.2014 No. TKð/14/07/0031 by PJSC TransContainer and PJSC TransFin-M being an interested party transaction upon the following conditions:

The Parties to the Supplementary Agreement: PJSC TransFin-M - the Lessor and PJSC TransContainer - the Lessee.

The Subject of the Supplementary Agreement: The Parties agreed to state the Annex No.4 to the Contract in the edition of the Annex No.1 to the Supplementary Agreement since May, 01, 2015.

The amount of rent: the rental rate for one wagon per day from May, 1, 2015 is 597.00 roubles excluding VAT.

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

2.4. The date of the meeting of the Emitter's Board of Directors when the relevant decisions were made: **April 15, 2015.**

2.5. The date and the number of the Minutes of the meeting of the Emitter's Board of Directors when the relevant decisions were made: **the Minutes Meeting No.11 dd. April, 17, 2015.**

3. Signature

3.1. Director General
PJSC TransContainer

P. V. Baskakov

(signature)

3.2. Date " 17 " April 20 15 -

Stamp