

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
<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>20.1. About the approval of the conclusion of the supplemental agreement to the lease contract of real estate of 22.03.2012 No. DV/1749r/11/NKPYu-12/22 (The Irkutsk region, Irkutsk, st. Battareinaya) between JSC RZD (East Siberian management of infrastructure – structural division of the Central management of infrastructure – branch of JSC RZD) and PJSC TransContainer (the East Siberian branch).</i></p> <p style="padding-left: 80px;"><i>For: 10 Against: none. Abstained: none.</i></p> <p style="padding-left: 40px;"><i>20.2. About approval of signing the Supplementary agreement for termination of the Real Estate Rental Contract from 24.12.2010 № ЦПН/4/А/4153/10/002795 (Republic of Dagestan, Makhachkala, ul. V. Emirova, 10) signed by JSC Russian Railways (North-Caucasian Railway - branch of JSC Russian Railways) and PJSC TransContainer (North-Caucasian branch).</i></p> <p style="padding-left: 80px;"><i>For: 10 Against: none. Abstained: none.</i></p> <p style="padding-left: 40px;"><i>20.3. About the approval of the conclusion of the Agreement to terminate the lease of immovable property of JSC Russian Railways from 27.12.2012 № ЦПН/4/А/5970/12/000953 (№ КЮ-1361/юп (Peza, ul. Oktyabrskaya, 6), signed by JSC Russian Railways (Kuybyshevskaya Railway - branch of JSC Russian Railways) and PJSC TransContainer (Kuybyshevsky branch).</i></p> <p style="padding-left: 80px;"><i>For: 10 Against: none. Abstained: none.</i></p> <p style="padding-left: 40px;"><i>20.4. About the approval of the conclusion of the Agreement to terminate the lease of immovable property of JSC Russian Railways from 01.04.2007</i></p>	

№ ЦРПА/4/А/0911010000/07/001305 (№ КЮ-176/юр) (Ulyanovsk, ul. Lokomotivnaya, 100), signed by JSC Russian Railways (Kuybyshevskaya Railway - branch of JSC Russian Railways) and PJSC TransContainer (Kuybyshevsky branch).

For: 10

Against: none.

Abstained: none.

20.5. About the approval of the conclusion of the Agency contract for the organization of repair of rolling stock between PJSC TransContainer and JSC Kedentransservice.

For: 8

Against: none.

Abstained: none.

The votes of the members of the Board of Directors P.V. Baskakov and J.B. Rymzhanova did not counted as they are the persons interested in the conclusion of the transaction (PV Baskakov Rymzhanova and JB are the members of the Board of Directors of JSC "Kedentransservice").

20.6. About the approval of the conclusion of the Agency contract of PJSC TransContainer and JSC Kedentransservice.

For: 8

Against: none.

Abstained: none.

The votes of the members of the Board of Directors P.V. Baskakov and J.B. Rymzhanova did not counted as they are the persons interested in the conclusion of the transaction (PV Baskakov Rymzhanova and JB are the members of the Board of Directors of JSC "Kedentransservice").

20.7. About the approval of the sublease contract for the Part of Land Parcel with the cadastral number 77:07:05011:040 (Moscow, Western Administrative District, Smolensk direction of Moscow railway) for the design period between PJSC TransContainer (Moscow branch) and JSC RZD (Moscow railway – the branch of JSC RZD).

For: 10 (Баскаков П.В., Винокуров А.С., Давыдов А.Ю., Ильичев П.Д., Новожилов Ю.В., Панченко А.А., Рымжанова Ж.Б., Шумкина И.С., Хекстер Д.)

Against: none.

Abstained: none.

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

20.1.

1. To determine that the subject of transaction does not change the rental payment under the Real Estate Rental Contract dd. 22.03.2012 No.ДВ/1749п/11/НКПЮ-12/22 (Irkutsk Region, Irkutsk, station Batareynaya).

2. To approve the conclusion of the Supplementary agreement to the Real Estate Rental Contract dd. 22.03.2012 No.ДВ/1749п/11/НКПЮ-12/22 (Irkutsk Region, Irkutsk, station Batareynaya) between PJSC TransContainer (East-Siberian branch) and JSC Russian Railways (East-Siberian infrastructure management - the structural unit of the Central Directorate of infrastructure - the branch of the JSC RZD) as a transaction of special interest, on the following conditions:

The Parties to the Supplementary Agreement:

JSC Russian Railways (East-Siberian infrastructure management - the structural unit of the Central Directorate of infrastructure - the branch of JSC RZD) - the Lessee, and PJSC TransContainer (East-Siberian branch) - the Lessor.

The Subject of the Supplementary Agreement:

The Parties agreed to read the paragraph 2 of Clause 5.2 as follows: "The rent shall be paid

before the tenth day of a month following the month of settlements''.

The Supplementary Agreement validity terms:

The Supplementary Agreement enters into force on the date it is signed by the Parties.

20.2.

1. To determine that the termination of the Real Estate Rental Contract dd. 24.12.2010 No. ЦПН/4/А/4153/10/002795 does not change the amount of rent under the Contract.

2. To approve the conclusion of agreement on termination of the Real Estate Rental Contract regarding the real estate owned by JSC Russian Railways dd. 24.12.2010 No. ЦПН/4/А/4153/10/002795 (Republic of Dagestan, Makhachkala 10 V. Emirova str.) between

JSC Russian Railways (North-Caucasian Railway - branch of JSC Russian Railways) and PJSC TransContainer (North-Caucasian branch) as a transaction of special interest, on the following conditions:

The Parties to the Agreement:

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

The Subject of the Agreement:

Termination of the Real Estate Rental Contract dd. 24.12.2010 No. ЦПН/4/А/4153/10/002795.

Immovable property is the non-residential premises with the common area of 10.65 sq.m. located on the forth floor of the building of remote control situated at: Republic of Dagestan, Makhachkala, 10 V. Emirova str.

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 have started since 01.04.2015.

20.3.

1. To determine that the termination of the Real Estate Rental Contract dd. 27.12.2012 No. ЦПН/4/А/5970/12/000953 (No.КЮ-1361/юп) does not change the amount of rent under the Contract .

2. Approve the conclusion of the agreement on termination of the Real Estate Rental Contract regarding the real estate owned by JSC Russian Railways dd. 27.12.2012 No. ЦПН/4/А/5970/12/000953 (No.КЮ-1361/юп) (Penza, Oktyabrskaya str., 6), signed by JSC Russian Railways (Kuybyshevskaya Railway - branch of JSC Russian Railways) and PJSC TransContainer (Kuybyshevsky branch) as a transaction of a special interest upon the following terms:

The parties to the Agreement:

JSC Russian Railways (Kuybyshevskaya Railway - branch of JSC Russian Railways) - Lessor, and PJSC TransContainer (Kuybyshevsky branch) - Lessee.

The Subject of the Agreement:

Termination of the Real Estate Rental Contract regarding the real estate owned by JSC Russian Railways dd. 27.12.2012 No. ЦПН/4/А/5970/12/000953 (No.КЮ-1361/юп).

Immovable property is the non-residential premises with the common area of 16.9 sq.m. located on the third floor of the building of railway branch situated at: Penza, Oktyabrskaya, 6.

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 before its effective date, since 31.03.2015.

20.4.

1. To determine that the termination of the Real Estate Rental Contract dd. 01.04.2007 No. ЦПН/4/А/0911010000/07/001305 (No.КЮ-176/юп) does not change the amount of rent under the Contract.

2. To approve the conclusion of the agreement on termination of the Real Estate Rental Contract regarding the real estate owned by JSC Russian Railways dd. 01.04.2007 No. ЦПН/4/А/0911010000/07/001305 (No.КЮ-176/юп) (Ulyanovsk, Lokomotivnaya str., 100), signed by JSC Russian Railways (Kuybyshevskaya Railway - branch of JSC Russian Railways) and PJSC TransContainer (Kuybyshevsky branch) as a transaction of a special interest upon 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 Real Estate Rental Contract of JSC Russian

Railways dd. 01.04.2007 No. ЦРПА/4/А/0911010000/07/001305 (No. КЮ-176/юп).

Immovable property is the non-residential premises situated at: Ulyanovsk, Lokomotivnaya str., 100, including the room No.47 on the forth floor of the administration building of the Ulyanovsk branch of the railway, with total area of 15.0 sq.m.

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 31.03.2015.

20.5

1.To determine that the remuneration of PJSC TransContainer under the Agency agreement for the organization of repair of rolling stock of JSC Kedentransservice will amount to five (5) percent of the cost of repairs made (the agency fee is not charged on the cost of spare parts (wheel pairs, molded pieces), work on their replacement, the cost of supply and removal and run of rolling stock into/from repair), and the total transaction price will not exceed 11,169,142.86 (Eleven million one hundred sixty-nine thousand one hundred and forty-two) tenge 86 tiyn without VAT (equivalent to Russian rubles at the date of the Contract).

2.To approve the conclusion of the Agency agreement for the organization of repair of rolling stock between PJSC TransContainer and JSC Kedentransservice as a transaction of special interest, on the following conditions:

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

The Subject of the Contract: Principal charges, and the Agent undertakes to, perform on his behalf, but at the expense of the Principal, the following legal and actual actions, namely: to organize the current uncoupling repair of rolling stock of the Principal in the car-repair and operational depots, with which the Agent has a direct contractual relationship.

The Contract Price: The total price of the Contract may not exceed 11,169,142.86 (Eleven million one hundred sixty-nine thousand one hundred and forty-two) tenge 86 tiyn without VAT (equivalent in roubles of the Russian Federation on the date of the Contract).

Agent fee is five (5) percent of the cost of repairs made. The agency fee is not charged on the cost of spare parts (wheel pairs, molded pieces), work on their replacement, the cost of supply and removal and run of rolling stock into/from repair.

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

When the total price of the Contract reaches 11,169,142.86 (Eleven million one hundred sixty-nine thousand one hundred and forty-two) tenge 86 tiyn without VAT (equivalent in roubles of the Russian Federation on the date of the Contract), the Contract shall be immediately terminated.

Other Terms and Conditions:

If none of the Parties, within thirty (30) calendar days prior to the expiration of the Contract, notified in writing of its desire to terminate the Contract, the Contract shall be deemed as extended on each subsequent calendar year.

The Contract may be terminated upon expiry of thirty (30) calendar days from the date of sending by one of the Parties of notice of termination.

20.6.

1. To determine that the remuneration of JSC Kedentransservice under the Agency agreement for the organization of repair of rolling stock of JSC Kedentransservice will amount to five (5) percent of the cost of repairs made (the agency fee is not charged on the cost of spare parts (wheel pairs, molded pieces), work on their replacement, the cost of supply and removal and run of rolling stock and containers into/from repair), and the total transaction price, including the cost of repairs made, spare parts and the Agent fee, will not exceed 500,000.00 (Five hundred thousand) roubles 00 kopecks without VAT.

2. To approve the Agency agreement between PJSC TransContainer and JSC Kedentransservice as a transaction of special interest, on the following conditions:

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

The Subject of the Contract: The Principal charges, and the Agent undertakes to, perform on his behalf, but at the expense of the Principal, the following legal and actual actions, namely: to arrange for current repair (hereinafter - the Repair) of rolling stock and large capacity containers (hereinafter - the

Containers) of the Principal at the car-repair enterprises of any property form, within the territory of the Republic of Kazakhstan (hereinafter - the Depot).

For implementation of the commission referred to above, the Principal shall pay the Agent a fee in accordance with the terms and conditions of the Contract.

The Contract Price: The total Contract price may not exceed 500,000.00 (Five hundred thousand) roubles 00 kopecks without VAT, including the cost of repairs made, spare parts and the Agent fee.

Agent fee under the Contract is five (5) percent of the cost of repairs made. The agency fee is not charged on the cost of spare parts (wheel pairs, molded pieces), work on their replacement, the cost of supply and removal and run of rolling stock into/from repair.

Contract validity period: The Contract comes into force from the moment of signing by the Parties and is valid till December 31, 2015, and regarding the mutual payments until the full execution of the obligations. When the total price of the Contract reaches 1500,000.00 (Five hundred thousand) without VAT, the Contract shall be immediately terminated.

Other Terms and Conditions: The Contract may be terminated upon expiry of thirty (30) calendar days from the date of sending by one of the Parties of notice of termination.

20.7.

1. To determine the amount of the rent for the use of land parcel with area of around 140.0 sq.m. (hereinafter - the Parcel), being a part of a land parcel with total area of 811,631.7 sq.m. (hereinafter - the Land Parcel), with cadastral number 77:07:05011:040, located at: Moscow, Western Administrative District, Smolensk direction of the Moscow Railway, for implementation of design and research activities, in the amount of not more than 6,900,000.00 rubles including VAT per year, or 575,000.00 rubles including VAT per month.

2. To approve the conclusion of the Sublease Agreement for a land parcel with cadastral number 77:07:05011:040 (Moscow, Western Administrative District, Smolensk direction of the Moscow Railway) for a period of design, between PJSC TransContainer (Moscow branch) and JSC Russian Railways (Moscow Railway - branch of JSC Russian Railways) as a transaction of special interest, on the following conditions:

The Parties to the Agreement: JSC Russian Railways (Moscow railways - branch of JSC Russian Railways) – Lessor, and PJSC TransContainer (Moscow branch) - Sublessee.

The Subject of the Agreement: Sublease of a part of the Land Parcel with area of not more than 140.0 sq.m. (hereinafter - the Parcel). The Parcel is a part of a land parcel with total area of 811,631.7 sq.m., with cadastral number 77:07:05011:040, being the federally owned and located at: Moscow, Western Administrative District, Smolensk direction of the Moscow Railway, lands of settlements, with permitted use: for operation and maintenance of the railway transport transferred to the Lessee under the Lease of land parcel owned by the Russian Federation, dated July 30, 2007 No. D-30/75-h concluded with the Territorial Administration of the Federal Agency for Federal Property Management for the city of Moscow, for 49 years.

The Parcel is granted for a period of design for the construction and subsequent operation of the container terminal.

Rent rate according to the Agreement:

Rent rate according to the Contract is not more than 575,000.00 roubles, VAT including, per month.

Agreement validity terms:

11 months, but not more than the term of validity of the Lease Contract of Land Parcel being the property of Russian Federation dd July 30, 2007 No. Д-30/75-3. In case the Sublessee continues using the property after the expiration of the Sublease Agreement, and if there are no Lessor's objections, the Sublease Agreement is deemed to be recommenced on the same terms and conditions sine die.

Other essential terms and conditions:

1. Any Party may withdraw from this Agreement by notifying the other Party not later than one month before the intended date of termination of this Agreement.

2. The Lessee has the right to change unilaterally, on a uncontested basis, the amount of rent hereunder, but not more often than once a year.

Annual change in rent amount is made by decision of the Lessee:

a) by not more than one and a half time of the maximum amount of projected level of inflation in Russia for a fiscal year in which the permanent part of the rent is changed, or for a

immediately following fiscal year, at the option of the Lessee. For calculations, the projected rate of inflation stipulated by the federal law on federal budget for the respective years is used.

Failing a value of the projected rate of inflation in federal law on the federal budget for the relevant years, the inflation rate (rate of consumer prices in Russia as a whole) for the last preceding calendar year is used, which is set (reported) annually in the internal document of JSC Russian Railways, and determined in accordance with the official the data of the Federal State Statistics Authority (or any other federal government body authorized to report the official statistics on the level of inflation for the year);

b) in the amount determined on the basis of federal laws and legal acts of the Government of the Russian Federation, the federal executive bodies, the bodies of state power of constituent entities of the Russian Federation, local authorities, the provisions of which regulate the conditions of lease (sublease) of land parcel (parts of land parcel) which is subject to this Agreement;

c) in the case of change of the cadastral value, the Lessor shall send the Lessee a notice of change in the amount of rent. The rent payment is subject to change without right to appeal, as from the date specified in the cadastral certificate, as of which the cadastral value is determined".

The value of the rent is changed within a month from the date of written notification by the Lessee of Sublessee of a unilateral change in the amount of rent in the order prescribed in the Agreement.

2.4. The date of the meeting of the Emitter's Board of Directors when the relevant decisions were made: **May 18, 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 No.13 dd. May, 21, 2015.**

3. Signature

3.1. Director General
PJSC TransContainer

P. V. Baskakov

(signature)

3.2. Date " 21 " May 20 15 -

Stamp