

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>	
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. The quorum is reached.</i>	
2.2. The results of voting concerning the issues of decisions making:	
<p><i>1. About the approval of the conclusion of the Agreement on the termination of the Real Estate Rental Contract from 28.12.2012 No ИРП/4/А/2052/12/002020/424-HKП (Stavropol Territory, Grachevsky area, st. Staromaryevskaya) between JSC Russian Railways (North Caucasian direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction managing the terminal warehouse complex - branch of JSC Russian Railways) and JSC TransContainer (North Caucasian branch).</i></p> <p><i>For: 10 (Besedin I.S., Bessonov G.I., Werner R.A. Davydov A.Yu., Iskaliev E.S., Novozhilov Yu.V., Panchenko A.A., Tuerkner A., Shaidaev M.M., Shitkina I.S.).</i></p> <p><i>Against: none.</i></p> <p><i>Abstained: none.</i></p>	
<p><i>2. About the approval of the conclusion of the Agreement on the termination of the lease of immovable property of JSC Russian Railways ИРПА/4/А/0311010000/07/001368 from 21.06.2007 (Moscow, ul. Dubininskaya, 63, building 7) between JSC Russian Railways (Moscow direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction managing the terminal warehouse complex - branch of JSC Russian Railways) and PJSC TransContainer (Moscow branch).</i></p> <p><i>For: 10. (Besedin I.S., Bessonov G.I., Werner R.A. Davydov A.Yu., Iskaliev E.S., Novozhilov Yu.V., Panchenko A.A., Tuerkner A., Shaidaev M.M., Shitkina I.S.).</i></p> <p><i>Against: none.</i></p> <p><i>Abstained: none.</i></p>	
<p><i>3. About the approval of the conclusion of the contract of leasing of immovable property, owned by PJSC TransContainer (Nizhny Novgorod, Kanavinsky district, ul. Aktyubinskaya, 17d) between JSC Russian Railway Logistics and PJSC TransContainer (Gorky branch).</i></p> <p><i>For: 6. (Werner R.A. Davydov A.Yu., Iskaliev E.S., Novozhilov Yu.V., Tuerkner A., Shitkina I.S.).</i></p> <p><i>Against: 2. (Panchenko A.A., Shaidaev M.M)</i></p>	

Abstained: none.

The Chairperson of the Board of Directors Besedin I.S. did not vote on the matter, as he is the person interested in the conclusion of the transaction (Besedin I.S. is a member of the Board of Directors of JSC "Russian Railways Logistics").

When counting the votes, the vote of member of the Board of Directors Bessonov G.I. was not taking into account because he is a person with an interest in the conclusion of the transaction (Bessonov G.I. is the Chairman of the Board of Directors of JSC "Russian Railways Logistics").

4. About the approval of the conclusion of the contract of leasing of immovable property, owned by PJSC TransContainer (Voronezh, Central district, ul. Studencheskaya, 26a) between PJSC TransContainer (Southeast branch) and JSC Russian Railway Logistics (branch in Rostov-on-Don).

For: 6. (Werner R.A. Davydov A.Yu., Iskaliev E.S., Novozhilov Yu.V., Tuerkner A., Shitkina I.S.).

Against: 2. (Panchenko A.A., Shaidayev M.M)

Abstained: none.

The Chairperson of the Board of Directors Besedin I.S. did not vote on the matter, as he is the person interested in the conclusion of the transaction (Besedin I.S. is a member of the Board of Directors of JSC "Russian Railways Logistics").

When counting the votes, the vote of member of the Board of Directors Bessonov G.I. was not taking into account because he is a person with an interest in the conclusion of the transaction (Bessonov G.I. is the Chairman of the Board of Directors of JSC "Russian Railways Logistics").

5. About the approval of the conclusion of the contract of lease of the real estate which is in property of PJSC TransContainer (Rostov-on-Don, Proletarsky district, Energetikov Lane, No 3-5a/378/90) between JSC Russian Railway Logistics and PJSC TransContainer (the North Caucasian branch).

For: 6. (Werner R.A. Davydov A.Yu., Iskaliev E.S., Novozhilov Yu.V., Tuerkner A., Shitkina I.S.).

Against: 2. (Panchenko A.A., Shaidayev M.M)

Abstained: none.

The Chairperson of the Board of Directors Besedin I.S. did not vote on the matter, as he is the person interested in the conclusion of the transaction (Besedin I.S. is a member of the Board of Directors of JSC "Russian Railways Logistics").

When counting the votes, the vote of member of the Board of Directors Bessonov G.I. was not taking into account because he is a person with an interest in the conclusion of the transaction (Bessonov G.I. is the Chairman of the Board of Directors of JSC "Russian Railways Logistics").

6. About approval of the conclusion of the Supplementary agreement to the Real Estate Rental Contract of property of JSC RZhD from 10.10.2007 No ДМЮ/218-А/НКП-178 (No ЦРПА/4/А/0511010000/07/004013) (Kostroma region, Kostroma, ul. Galichskaya, 120a) between JSC Russian Railways (Northern direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction managing the terminal warehouse complex - branch of JSC Russian Railways) and PJSC TransContainer (Northern branch).

For: 8. (Besedin I.S., Bessonov G.I., Werner R.A. Davydov A.Yu., Iskaliev E.S., Novozhilov Yu.V., Tuerkner A., Shaidayev M.M.).

Against: none.

Abstained: 2. (Panchenko A.A., Shaidayev M.M)

7. About approval of the conclusion of the Supplementary agreement to the contract of

issue of bank guarantees between PJSC TransContainer and JSB Absolyut Bank (JSC).

For: 6. (Besedin I.S., Bessonov G.I., Werner R.A., Iskaliev E.S., Tuerkner A., Shitkina I.S.).

Against: none.

Abstained: 3. (Davydov A.Yu., Panchenko A.A., Shaidayev M.M)

When counting the votes, the vote of member of the Board of Directors Novozhilov Yu.V. was not taking into account as he is the person interested in the conclusion of the transaction (Novozhilov Yu.V. is the Chairman of the Board of Directors of the Bank "Absolut Bank" (PAO).

8. About approval of the Man-related vehicle rental agreement between PJSC TransContainer (Sverdlovsk branch) and JSC Russian Railways (Sverdlovsk direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction managing the terminal warehouse complex - branch of JSC Russian Railways).

For: 8. (Besedin I.S., Bessonov G.I., Werner R.A. Davydov A.Yu., Iskaliev E.S., Novozhilov Yu.V., Tuerkner A., Shaidayev M.M.).

Against: none.

Abstained: 2. (Panchenko A.A., Shaidayev M.M)

9. About approval of signing the Contract for transport forwarding between JSC TransContainer and PJSC RZD Logistics.

The issue withdrawn from consideration at the initiative of the Company's management.

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

2.3.1.

1. To define that the Agreement on the termination of the Real Estate Rental Contract of property of JSC Russian Railways from 28.12.2012 No ЦПН/4/А/2052/12/002020/424-НКП (Stavropol Territory, Grachevsky area, st. Staromaryevskaya) does not change rent cost under the contract.

2. To approve the conclusion of the Agreement on the termination of the Real Estate Rental Contract of property of JSC Russian Railways from 28.12.2012 No ЦПН/4/А/2052/12/002020/424-НКП between JSC Russian Railways (North Caucasian direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction managing the terminal warehouse complex - branch of JSC Russian Railways) and JSC TransContainer (North Caucasian branch) as the interested party transaction on the following terms:

The Parties to the Agreement: JSC Russian Railways (North Caucasian direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction managing the terminal warehouse complex - branch of JSC Russian Railways) - Lessor and PJSC TransContainer (North Caucasian branch) - Lessee.

The Subject of the Agreement: The termination of the Real Estate Rental Contract of property of JSC Russian Railways from 28.12.2012 No ЦПН/4/А/2052/12/002020/424-НКП.

Real estate - nonresidential premise No 14 with total area 11,0 sq.m, at the first floor of the building of the commodity office located at the address: Stavropol Territory, Grachevsky area, st. Staromaryevskaya.

Agreement validity terms: This 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 August 01, 2015.

2.3.2.

1. To define that the Agreement on the termination of the lease of immovable property of JSC Russian Railways from 21.06.2007 No ЦПНА/4/А/0311010000/07/001368 does not change

rent cost under the contract.

2. To approve the conclusion of the Agreement on the termination of the lease of immovable property of JSC Russian Railways from 21.06.2007 No ЦПИА/4/А/0311010000/07/001368 between JSC Russian Railways (Moscow direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction managing the terminal warehouse complex - branch of JSC Russian Railways) and JSC TransContainer (Moscow branch) as the interested party transaction on the following terms:

The Parties to the Agreement: JSC Russian Railways (Moscow direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction managing the terminal warehouse complex - branch of JSC Russian Railways) - Lessor and PJSC TransContainer (Moscow branch) - Lessee.

The Subject of the Agreement: The termination of the Real Estate Rental Contract of JSC Russian Railways from 21.06.2007 No ЦПИА/4/А/0311010000/07/001368.

Real estate – the premise with a total area of 72,52 sq.m which is in the building of the new commodity office located at the address: Moscow, ul. Dubininskay, 63, b. 7.

Agreement validity terms: The Agreement starts to be effective from the date of its signing by the Parties and is the integral part of the Contract. The Agreement covers the relations between the Parties arising before its entry into force from 31.08.2015.

2.3.3.

1. To define that rent cost for use of real estate – non-residential premises with a total area of 79,8 sq.m, including: premises No. 9 with area of 10,6 sq.m, No. 10 with area of 6,9 sq.m on the 1 floor, and premise No. 6 with are of 62,3 sq.m on the 2nd floor of the building of the dining hall, located at the address: Nizhny Novgorod, Kanavinskiy district, ul. Aktyubinskaya, 17d, is 35 112,00 rub per month, including the VAT.

2. To approve the conclusion of the contract of lease of real estate (Nizhny Novgorod, Kanavinsky district, ul. Aktyubinskaya, 17d) between PJSC TransContainer (Gorky branch) and JSC Russian Railway Logistics, being the interested party transaction on the following terms:

The Parties to the Contract: PJSC TransContainer (Gorky branch) - the Lessor and JSC Russian Railway Logistics - the Lessee.

The Subject of the Contract: Lease of real estate - non-residential premises with a total area of 79,8 sq.m, including: premises No. 9 with area of 10,6 sq.m, No. 10 with area of 6,9 sq.m on the 1 floor, and premise No. 6 with are of 62,3 sq.m on the 2nd floor of the building of the dining hall, located at the address: Nizhny Novgorod, Kanavinskiy district, ul. Aktyubinskaya, 17d, for an office.

The Contract Price: the monthly rent calculated with the value added tax, depreciation charges (without operational, utility costs) is accepted as equal to 35 112,00 rub. (thirty five thousand one hundred twelve roubles roubles 00 kopecks), including VAT 18% - 5,356.07 roubles.

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.

Other terms: along with the first payment of rent the Lessee transfers to the account of the Lessor security payment in the amount of a monthly rent. The specified sum is counted as the rent fee for the last month of rent or at the discretion of the Lessor as payment of penalty fees and fines under the Contract. In the latter case the Lesser is obliged to restore the amount of security payment within 5 days on request of the Lessor.

2.3.4.

1. To define that the rent cost for use of real estate - part of non-residential premise No 3 with area of 6 sq.m, on the first floor in the non-residential building located at the address: Voronezh, Central district, ul. Studencheskaya, 26a, is 5 403,46 rub per month, including the VAT.

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

The Parties to the Contract: PJSC TransContainer (Southeast branch) - the Lessor and JSC Russian Railway Logistics - the Lessee.

The Subject of the Contract: Lease of real estate – part of non-residential premise No 3 with area of 6 sq.m, on the first floor in the non-residential building, located at the address: Voronezh, Central district, ul. Studencheskaya, 26a, for an office.

The Contract Price: the monthly rent calculated with the property tax, depreciation charges is accepted as equal to 5 403 (nine hundred) roubles 46 kopeks, including VAT 18% - 824 (eight hundred twenty four) roubles 26 kopeks. The rent for 11 months will be 59 438,06 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.

Other terms: along with the first payment of rent the Lessee transfers to the account of the Lessor security payment in the amount of a monthly rent. The specified sum is counted as the rent fee for the last month of rent or at the discretion of the Lessor as payment of penalty fees and fines under the Contract. In the latter case the Lesser is obliged to restore the amount of security payment within 5 days on request of the Lessor.

2.3.5.

1. To define that the rent cost for use of real estate - non-residential premise No 22 with area of 18,7 sq.m, on the first floor of DS station building, letter 1, located at the address: Rostov-on-Don, Proletarsky district, Energetikov Lane, 3-5a/378/90, is 15 963,51 rub. per month including VAT.

2. To approve the conclusion of the contract of lease of the real estate (Rostov-on-Don, Proletarsky district, Energetikov Lane, 3-5a/378/90) between PJSC TransContainer (North Caucasian branch) and JSC Russian Railway Logistics which is the interested party transaction, on the following terms:

The Parties to the Contract: PJSC TransContainer (North Caucasian branch) - the Lessor and JSC Russian Railway Logistics - the Lessee.

The Subject of the Contract: The lease of the real estate - non-residential premise No 22 with area of 18,7 sq.m, on the first floor of DS station building, letter 1, located at the address: Rostov-on-Don, Proletarsky district, Energetikov Lane, 3-5a/378/90 (hereinafter - Real estate) for an office.

The Contract Price: The monthly rent calculated taking into account utility and operational costs with the property tax, depreciation charges is accepted as equal to 15 963,51 (fifteen thousand nine hundred sixty three) roubles 51 kopeks, including the VAT of 18% - 2 435,11 (two thousand four hundred thirty five) roubles 11 kopeks.

The rent for 11 months will be 175 598,61 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.

Other essential terms of the Contract:

Along with the first payment of rent the Lessee transfers to the account of the Lessor security payment in the amount of a monthly rent. The specified sum is counted as the rent fee for the last month of rent or at the discretion of the Lessor as payment of penalty fees and fines under the Contract. In the latter case the Lesser is obliged to restore the amount of security payment within 5 days on request of the Lessor.

2.3.6.

1. To define that monthly rent according to the Real Estate Rental Contract of JSC RZhD from 10.10.2007 No ДМЮ/218-А/НКП-178 (No ЦРПА/4/А/0511010000/07/004013) for the use

of real estate of the total area 11,3 sq.m, located at the address: Kostroma region, Kostroma, ul. Galichskaya, 120a, is 3 843, 24 roubles including VAT.

2. To approve the conclusion of the Supplementary agreement to the Real Estate Rental Contract of JSC Russian Railways dd 10.10.2007 No ДМЮ/218-А/НКП-178 (No ЦРПА/4/А/0511010000/07/004013) (Kostroma region, Kostroma, ul. Galichskaya, 120a) between the PJSC TransContainer (Northern branch) and the JSC Russian Railways (Northern direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction on the management of the terminal warehouse complex - branch of JSC Russian Railways), being the interested party transaction on the following terms:

The Parties to the Supplementary Agreement: JSC Russian Railways (Northern direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction managing the terminal warehouse complex - branch of JSC Russian Railways) - Lessor and PJSC TransContainer (Northern branch) - Lessee.

The Subject of the Supplementary Agreement: Clause 1.1. of the Contract to be read in the following edition:

"1.1. The Lessor transfers, and the Lessee takes in rent (in temporary possession and use for a payment) the real estate specified in the Annex No. 1 to the present Contract, being its integral part, located at the address: Kostroma region, Kostroma, ul. Galichskaya, 120a, the including the premise No. 16, with a total area of 11,3 sq.m, on the second floor in the office and household building of the container platform at the station Kostroma-Novaya, for use as an office (hereinafter - Real estate)".

1.1. The point 5.1 of the Lease contract to be read in the following edition

"5.1. According to calculation according to the annex No. 2 to the present Contract the monthly rent calculated with a value added tax is accepted as equal to 3843 (three thousand eight hundred forty three) roubles 24 kopeks, including the VAT of 18% in the amount of 586 (five hundred eighty six) roubles 26 kopeks".

1.3 To accept Annexes No. 1, No. 2 to the Contract in edition of Annexes No. 1 and No. 2 to the Supplementary agreement.

The Supplementary Agreement validity terms: the Supplementary agreement comes into force from the moment of its signing by the Parties, works within the Lease contract and covers the relations of the Parties which arose before its coming in force from the date of signing of the delivery-acceptance certificate (return) of real estate – August 1, 2015.

2.3.7.

1. To define that the subject of the Supplementary agreement does not change the amount of remuneration for issue of guarantees which is 1% (One) annual interest rate charged for the Guarantee sum.

The total amount of money for which Guarantees under the Contract can be given out at any moment and in total will not exceed 100 000 000 (hundred million) roubles.

2. To approve the conclusion of the supplementary agreement to the contract No. Msk-042/GR-2014 from December 18, 2014 about issue of bank guarantees between PJSC TransContainer and JSB Absolyut Bank (JSC), being the interested party transaction, on the following terms:

The Parties to the Supplementary Agreement: PJSC TransContainer - the Principal, JSB Absolyut Bank (JSC) - the Guarantor.

Beneficiary: Federal Customs Service, structural divisions of the Federal Customs Service.

The Subject of the Supplementary Agreement: The point 4.10. of the Contract to be read in the following edition: "4.10. This Contract starts to be effective from the date of its signing by the parties and is valid until October 30, 2017. Thus the points 4.8.1. - 4.8.2. of the Contract are valid from the moment of the first receiving by the Guarantor from the Principal of information relating to the present Contract (in case the specified information was received by the Guarantor

before the date of signing of the Contract). All obligations of the parties under the present Contract have to be fulfilled not later than the date specified in the real clause of the contract. "

The Supplementary Agreement validity terms: The Supplementary Agreement enters into force on the date it is signed by the parties.

2.3.8.

1. To define that the cost of the rent is determined by rates which are coordinated by the Parties in annexes to the Contract (the annex No. 4 to the minutes of the Board of directors).

2. To approve the Man-related vehicle rental Contract between the PJSC TransContainer (Sverdlovsk branch) and the JSC Russian Railways (Sverdlovsk direction acting in operating of terminal warehouse complex - structural subdivision of the Central direction on the management of the terminal warehouse complex - branch of JSC Russian Railways), being the transaction with interest on the following terms:

The Parties to the Contract: PJSC TransContainer (Sverdlovsk branch), the Lessor, and OJSC Russian Railways (Sverdlovsk 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 OJSC RR branch), the Lessee.

The Subject of the Contract: The Lessor provides to the Lessee the vehicle for transportation of loaded and empty large-capacity containers in Tyumen and the nearby areas for payment for temporary possession and use, and provides the Lessee the services by its own forces on management of vehicle and its technical operation, as well as related services.

The Contract Price: is the cost of rent rates agreed by the parties in the annexes to the Contract.

The Contract duration: The contract comes into force from the moment of signing by the Parties and is valid through December 31, 2016, and regarding the mutual payments until the full execution of the obligations.

Other Terms and Conditions:

The change of the rent rates is made by the notification addressed to the Lessee not later than 30 (thirty) working days prior to their introduction. The agreement on rate changes is considered accepted upon signing by the Parties of the new annex to the Contract.

The rent increase is possible not earlier than 6 (six) months from the date of signing of the Contract and not more often than once during the year; the rent can not be increased by more than 10% (ten percent) per annum.

2.4. The date of the meeting of the Emitter's Board of Directors when the relevant decisions were made: **September 16, 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. 2 dd. September 18, 2015.**

3. Signature

3.1. Director General
PJSC "TransContainer"

P.V. Baskakov

_____ (signature)

3.2. Date " 18 " September 20 15 -

Stamp