

**Statement of material fact**  
**"On Convening the General Meeting of Members (Shareholders) of the Issuer, as well as on Decisions Adopted by the General Meeting of Members (Shareholders) of the Issuer"**

1. General information	
1.1 Full business name of the issuer	<i>Public Joint Stock Company "Centre for Cargo Container Traffic "TransContainer"</i>
1.2 Short business name of the issuer	<i>PJSC TransContainer</i>
1.3 Location of the issuer	<i>19 Oruzheynyi pereulok, Moscow, 125047, the Russian Federation</i>
1.4 Primary State Registration Number of the issuer	<i>1067746341024</i>
1.5 Tax Identification Number of the issuer	<i>7708591995</i>
1.6 Unique code of the issuer assigned by the registering body	<i>55194-E</i>
1.7 Website used by the issuer to disclose information	<a href="http://www.trcont.ru">http://www.trcont.ru</a> <a href="http://www.e-disclosure.ru/portal/company.aspx?id=11194">http://www.e-disclosure.ru/portal/company.aspx?id=11194</a>

2. Content of the statement	
<b><i>On holding of the General Meeting of Shareholders of the Issuer and decisions made thereof</i></b>	
2.1 Type of the General Meeting (annual, extraordinary): <b><i>Extraordinary General Meeting of Shareholders (hereinafter referred to as the "Meeting")</i></b>	
2.2 Form of the Extraordinary General Meeting of Shareholders: <b><i>joint presence with ballots sent in advance.</i></b>	
2.3 Date, time and place of the General Meeting: <b><i>On November 5, 2015 at 11.00 a.m. (Moscow time) at the address: 19 Oruzheynyi pereulok, Moscow, 125047, conference hall (the 4th floor)</i></b>	
2.4 Quorum of the General Meeting: <b><i>the total number of votes held by the persons included in the list of persons entitled to take part in the Extraordinary General Meeting of Shareholders amounts 13,894,778 (thirteen million eight hundred and ninety-four thousand seven hundred and seventy-eight).</i></b>	
<b><i>The number of votes accounting for the Company's voting shares on the issues of the agenda of the Extraordinary General Meeting, as determined with due regard for clause 4.20 of the Regulation on Additional Requirements to Preparation, Convocation and Holding of the General Meeting of Shareholders: 6,940,899 (six million nine hundred forty thousand eight hundred and ninety-nine), representing 100% of the number of votes held by persons included in the list of persons entitled to attend the General Meeting of Shareholders on this issue of the agenda.</i></b>	
<b><i>The number of votes held by the persons attending the Meeting on the issue of the agenda: 6,679,569 (six million six hundred and seventy-nine thousand five hundred and sixty-nine).</i></b>	
<b><i>In accordance with Article 58 of the Federal Law "On joint stock companies", there is a quorum for issue of the agenda, which amounts to 96.2349%.</i></b>	
2.5 Agenda of the General Meeting of Members (Shareholders) of the Issuer: <b><i>"On Approval of the interested party transaction."</i></b>	
2.6 Issues put to a vote and voting results on them: <b><i>On Approval of the interested party transaction.</i></b>	
<b><i>Voting results:</i></b>	
<b><i>In favour: 6,679,557 (six million six hundred and seventy-nine thousand five hundred and fifty-seven), 96.2348%</i></b>	
<b><i>Against: none</i></b>	
<b><i>Abstain: none</i></b>	
<b><i>The number of votes not counted due to the ballots were recognized invalid or due to other reasons stipulated by the Regulation on Additional Requirements to Preparation, Convocation and Holding of the General Meeting of Shareholders – 12 (twelve), 0.0002%.</i></b>	

2.7 Formulations of resolutions adopted by the General Meeting:

1. *To define that the insurance amount of the liability insurance contract of directors, officials and companies concluded between PJSC TransContainer and Ingosstrakh Insurance Company collectively for all insurance coverages and extensions excluding the extension for Independent Directors amounts to USD 100,000,000 (one hundred million).*

*Deductible:*

*For Coverage A: Not applicable.*

*For Coverage B:*

*In respect to Claims brought in the USA or Canada amounts to USD 50,000.*

*In respect to Claims brought in all other world countries – USD 50,000.*

*For Coverage C:*

*In respect to Securities Claims brought in the USA or Canada – USD 250,000.*

*In respect to Securities Claims brought in all other world countries – USD 100,000.*

*The Insurance Premium amounts to USD 89,000 (eighty-nine thousand), including all taxes (net of VAT), as well as all costs and expenses of the Insurer related to rendering of services.*

2. *To approve conclusion of the liability insurance contract (liability insurance policy) of directors, officials and companies between PJSC TransContainer and Ingosstrakh Insurance Company as an interested party transaction (according to Appendix to the Minutes of the Extraordinary General Meeting of Shareholders) on the following terms and conditions:*

*The Insurer – Ingosstrakh Insurance Company*

*The Insured – PJSC TransContainer*

*Subject of contract:*

*Subject to all terms and conditions of the Insurance Contract, the Insurer shall pay the insurance coverage under the Insurance Contract (as the case may be) to the respective Insured and/or any other person or entity entitled to such coverage upon occurrence of any insured event specified herein.*

**THE INSURED INTEREST AND INSURED EVENTS UNDER THE INSURANCE CONTRACT**

**Insurance Coverage A (clause 1.1 of the Policy Terms and Conditions) (hereinafter referred as "Coverage A")**

*The Insured Interest for the purposes of Coverage A in respect of liability insurance of any Insured Person for any Financial Losses incurred by any other persons shall include the proprietary interests of such Insured Person in connection with the obligation to indemnify the Financial Losses incurred by any other persons.*

*The Insured Interest for the purposes of Coverage A in respect of liability insurance of any Insured Person for any Financial Losses incurred by any other persons shall be occurrence of all following circumstances: (a) occurrence of any Insured Person's obligation arising at any time prior to or during the Insurance Period in accordance with the applicable law/right to indemnify any Financial Losses incurred by any other persons due to any Wrongful Act of the Insured Person, and (b) any Claim made against such Insured Person within the Insurance Period due to the Financial Losses of any other persons specified in clause (a) above; accordingly, an Insured Event shall be deemed to have occurred simultaneously with the Claim specified in clause (b) above. The Insured Event shall be subsequently acknowledged by the Insurer or established by a court, arbitral tribunal or other competent body/institution. In order to avoid any doubt, the Insurance Contract shall also cover and indemnify during the Insurance Period expiry date any Financial Losses incurred by any Insured Person, and/or any Financial Losses, which any Insured Person may incur as a liability for any Financial Losses incurred by any other persons (including, but not limited to, due to any court decision or arbitral tribunal, or a decision of similar body/institution made upon expiry date of the Insurance Period), as well as any Financial Losses due to any Claim made within the Insurance Period.*

*For the purposes of Coverage A in respect of coverage for any Expense of any Insured Person, the Insured Interest shall include the proprietary interests of such Insured Person in connection with bearing of and/or necessity for bearing of any Expenses.*

*For the purposes of Coverage A in respect of insurance of any Expenses of such Insured Person, an Insured Event shall occur with any Claim made against the Insured Person that may result for such Insured Person bearing of or necessity for bearing of any Expenses due to such Claim. Accordingly, an Insured Event shall be deemed to have occurred simultaneously with such Claim. In*

*order to avoid any doubt, the Insurance Contract shall also cover any Expenses incurred by any Insured Person, and/or which any Insured Person may incur upon expiry date of the Insurance Period, due to any Claim made within the Insurance Period.*

*Insurance Coverage B (clause 1.2 of the Policy Terms and Conditions) (hereinafter referred to as "Coverage B")*

*The Insured Interest for the purposes of Coverage B shall include the proprietary interests of any Company connected with indemnification of any Losses by such Company.*

*For the purposes of Coverage B, an Insured Event shall be any Expense incurred by any Company as indemnification of any Financial Losses to any Insured Person and/or other person or entity for the benefit of any Insured Person due to any Claim made against any Insured Person and/or due to the liability of any Insured Person for any Financial Losses incurred by third parties. In order to avoid any doubt, the Insurance Contract shall also cover the above Expenses incurred by any Company upon expiry date of the Insurance Period due to any Claim made within the Insurance Period and/or the liability of any Insured Person for any Financial Losses incurred by third parties, being a cause for such Claim within the Insurance Period.*

*Insurance Coverage C (clause 1.3 of the Policy Terms and Conditions) (hereinafter referred to as "Coverage C")*

*For the purposes of Coverage C in respect of liability insurance of any Company for any Financial Losses incurred by any other persons, the Insured Interest shall include the proprietary interests of such Company in connection with the necessity to indemnify the Financial Losses incurred by any other persons.*

*For the purposes of Coverage C in respect of liability insurance of any Company for any Financial Losses incurred by any other persons, an Insured Event shall occur in the following circumstances: (a) occurrence of any Company's obligation arising at any time prior to or during the Insurance Period in accordance with the applicable law/right to indemnify any Financial Losses incurred by any other persons due to any Wrongful Act of the Company, and (b) any Securities Claim made against such Company within the Insurance Period due to the Financial Losses of any other persons specified in clause (a) above; accordingly, an Insured Event shall be deemed to have occurred simultaneously with the Securities Claim specified in clause (b) above. An Insured Event shall be subsequently acknowledged by the Insurer or established by a court, arbitral tribunal or other competent body/institution. In order to avoid any doubt, the Insurance Contract shall also cover and indemnify upon expiry date of the Insurance Period any Financial Losses incurred by any Company, and/or any Financial Losses, which any Company may incur as a liability for any Financial Losses incurred by any other persons (including, but not limited to, due to any court decision or arbitral tribunal, or a decision of similar body/institution made upon expiry date of the Insurance Period), as well as any Financial Losses due to any Securities Claim made within the Insurance Period.*

*For the purposes of Coverage C in respect of insurance of any Expenses of any Company, the Insured Interest shall include the proprietary interests of such Company in connection with the bearing of and/or the necessity for bearing of any Expenses.*

*For the purposes of Coverage C in respect of insurance of any Expenses of any Company, an Insured Event shall occur with any Securities Claim made against the Company that may result for such Person in the bearing of and/or the necessity for bearing of any Expenses due to such Securities Claim. Accordingly, an Insured Event shall be deemed to have occurred simultaneously with such Securities Claim. In order to avoid any doubt, the Insurance Contract shall also cover any Expenses incurred by any Company, and/or which any Company may incur upon expiry date of the Insurance Period, due to any Securities Claim made within the Insurance Period.*

*Starting date of the Insurance Period: November 07, 2015 (00:00)*

*Expiry date of the Insurance Period: November 06, 2016 (23:59)*

*Discovery period: 60 days by default without payment of additional insurance premium, unless a longer period is provided for by the Policy Terms and Conditions.*

*1 year provided that the additional insurance premium was paid in the amount of 90% of the Full Annual Insurance Premium*

*3 years provided that the additional insurance premium was paid in the amount of 165% of the Full Annual Insurance Premium*

*6 years provided that the additional insurance premium was paid in the amount of 240% of the Full Annual Insurance Premium*

*Insurance amount: Total for all insurance coverages and extensions, except for extension of the Independent Directors in the amount of USD 100,000,000.*

*Partial insurance of proprietary interests: In order to avoid any doubt, for the purposes of Article 949 of the Civil Code of the Russian Federation (as amended), the Insurer and the Insured Person hereby agree that the Insurer shall in any event indemnify the full amount of the Losses incurred (or for the purposes of Coverage B, the full amount of the Expenses incurred) within the Insurance Coverage under the Insurance Contract (with respect to the Independent Directors, the Insurer shall also consider the Supplementary Insurance Coverage specified in clause 6 hereof). The amount of insurance indemnity shall not be reduced pro rata the Insurance Coverage ratio (with respect to the Independent Directors, the Insurer shall also consider the Supplementary Insurance Coverage specified in clause 6 hereof) to the insurance value of the respective proprietary interests covered under the Insurance Contract.*

*Deductible:*

*Coverage A:*

*Not applicable.*

*Coverage B:*

*In respect to Claims brought in the USA or Canada – USD 50,000.*

*In respect to Claims brought in all other world countries – USD 50,000.*

*Coverage C:*

*In respect to Securities Claims brought in the USA or Canada – USD 250,000.*

*In respect to Securities Claims brought in all other world countries – USD 100,000.*

*Starting date of continuous operation of insurance in respect of the Insurance Coverage up to USD 50,000,000 (inclusive): February 20, 2009.*

*Starting date of continuous operation of insurance in respect of the Insurance Coverage above USD 50,000,000 (inclusive): November 08, 2010.*

*Insurance Premium: USD 89,000.00.*

*Insurance coverage and extensions: The Insurance Contract shall provides all insurance coverage and extensions specified in the Policy Terms and Conditions.*

*Territory of insurance: Worldwide.*

*Insurance rate: 0.089%.*

*Persons, whose liability risk is insured according to the Insurance Contract, as well as beneficiaries according to the Insurance Contract, shall be identified according to the Policy Terms and Conditions.*

*Term of the Insurance Contract: from 07.11.15 (00:00) (starting date of the insurance period) till 06.11.16 (23:59) (expiry date of the insurance period).*

*Payment procedure: the Insurance Premium shall be paid in roubles at the exchange rate of the Central Bank of Russia at the date of payment of the Insurance Premium, by transferring funds to the settlement account of the Insurer within 45 days of the conclusion of the Contract.*

*In case of failure to pay the Insurance Premium in the amount and within the terms specified in this Declaration, the Insurance Contract shall be terminated from the day following the expiry date for the payment of the Insurance Premium. The Insurer shall notify in writing the Insured Person on the early termination of the Insurance Contract for the above stated reason.*

*In case of early termination of the Insurance Contract due to the above stated reason, the Insured Person shall pay a part of the Insurance Premium in proportion to the duration of the actual validity period of the Insurance Contract.*

*The Insurance Premium shall be paid in roubles at the official exchange rate of the Central Bank of the Russian Federation on the day of payment.*

*The Insurance Contract is made in English and Russian. In case of any discrepancies between the English and the Russian versions, the Russian version shall prevail.*

*The Insured*

*shall mean any Company and/or any Insured Person.*

*the Insured Person*

*shall mean any individual (including non-residents of the Russian Federation), who:*

- (a) at any time prior to the beginning of the Insurance Period was; and/or*
- (b) at the beginning of the Insurance Period is; and/or*
- (c) at any time during the Insurance Period becomes any of the following:*

*any Director, inter alia an Independent Director and/or an Official of any Company; and/or*

*any person who acts as the Member of the Committee established by or approved by the Board of Directors or a similar management body of any Company; and/or*

*any person designated as a proposed Director or Official in any issuance documents, securities offering documents, listing particulars, prospectus or reports issued by any Company; and/or*

- any employee of any Company:*
- a) *while acting in a managerial or supervisory capacity in such Company; and/or*
  - b) *with respect to any Employment Practice Claim; and/or*
  - c) *named as a co-defendant with any Director or an Official in any Claim, in which such employee is alleged to have participated or assisted in the commission of any Wrongful Act; and/or*
  - d) *with respect to any Investigation; and/or*
  - e) *with respect to any Securities Claim; and/or  
any Independent Entity Director; and/or  
any de facto Director and/or Shadow Director; and/or  
any individual who has ever had, has or will have the right to sign documents, and/or to make any representations, and/or statements (comments) on behalf of any Company; and/or*

*the spouse or domestic partner of any Insured Person (specified in sub-clauses (i)-(vii) above) for any Losses relating to any Claim in connection with any Wrongful Act of such Insured Person; and/or*

*any disposer, heir, property or legal representative, bankruptcy commissioner/commissioner of mass of the succession, legal representative, legal successor or will executor of the deceased, insolvent or bankrupt Insured Person (specified in sub-clauses (i)-(vii) above) for any Losses relating to any Claim in connection with any Wrongful Act of such Insured Person.*

2.7 Date of execution and number of the Minutes of the General Meeting: *Minutes No.29 dated November 6, 2015.*

3. Signature

3.1 Director General  
PJSC TransContainer

\_\_\_\_\_ Baskakov P.V.  
(signature)

3.2. Date " 6 " November 20 15 Stamp here