

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

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. Content of statement	
<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 11 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 approval of signing the Supplementary Agreement No. 3 to the Commercial Property Lease Agreement being property of PJSC TransContainer dd. 30.10.2007 No.255/07-TK (Novosibirsk, 1, Tolmachevskaya str., Kleshchikha station) between JSC RZD (West-Siberian territorial centre for corporate transportation service – the structural division of the Centre for corporate transportation service – the branch of JSC RZD) and PJSC TransContainer (West-Siberian branch).</i></p> <p><i>Voting results:</i> <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> <i>Against: 1 (Kostenec I.A.)</i> <i>Abstained: none.</i></p> <p><i>2. About approval of signing the Commercial Property Lease Agreement being property of PJSC TransContainer (Novosibirsk, 1, Tolmachevskaya str.) between PJSC Transcontainer (West-Siberian Branch) and JSC RZD Logistics (branch of JSC RZD Logistics in Novosibirsk).</i></p> <p><i>Voting results:</i> <i>For: 9 (Werner R.A. Davydov A.Yu., Iskaliev E.S., Kostenec I.A., Novozhilov Yu.V., Panchenko A.A., Tuerkner A., Shaidaev M.M., Shitkina I.S.).</i> <i>Against: none.</i> <i>Abstained: none.</i></p> <p><i>When counting the votes, the votes of chairperson of the Board of Directors Besedin I.S. and member of the Board of Directors Bessonov G.I. were not taking into account because they are the persons with an interest in the conclusion of the transaction (Besedin I.S. and Bessonov G.I. are the members of the Board of Directors of JSC "Russian Railways Logistics").</i></p> <p><i>3. About approval of signing the Supplementary Agreement No.1 to the Agency Agreement dd. 24.08.2015 No.18/3-V/TKð/15/08/0034 on organization of repair of the rolling equipment between PJSC Transcontainer and JSC Kedentransservice.</i></p>	

Voting results:

For: 11 (Besedin I.S., Bessonov G.I., Werner R.A. Davydov A.Yu., Iskaliev E.S., Kostenec I.A., Novozhilov Yu.V., Panchenko A.A., Tuerkner A., Shaidayev M.M., Shitkina I.S.).

Against: none.

Abstained: none.

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

1.

1. To determine the monthly rent under the Commercial Property Lease Agreement being property of PJSC TransContainer dd. 30.10.2007 No.255/07-TK for using the real estate with the total area of 111.1 sq.m. located at: Novosibirsk, 1, Tolmachevskaya str., Kleshchikha station will amount to 125,417.08 roubles, VAT included.

2. To approve the signing the Supplementary Agreement No. 3 to the Commercial Property Lease Agreement being property of PJSC TransContainer dd. 30.10.2007 No.255/07-TK (Novosibirsk, 1, Tolmachevskaya str., Kleshchikha station) between PJSC TransContainer (West-Siberian branch) and JSC RZD (West-Siberian territorial centre for corporate transportation service – the structural division of the Centre for corporate transportation service – the branch of JSC RZD), as an interested party transaction, on the following conditions:

The Parties to the Supplementary Agreement:

JSC RZD (West-Siberian territorial centre for corporate transportation service – the structural division of the Centre for corporate transportation service – the branch of JSC RZD) as the Tenant, and PJSC TransContainer (West-Siberian branch) as the Lessor.

The Subject of the Supplementary Agreement: Clause 1.1. of the Commercial Property Lease Agreement being property of PJSC TransContainer dd. 30.10.2007 No.255/07-TK (hereinafter - the Agreement) should read as follows:

"1.1. The Lessor shall transfer, and the Tenant shall accept for rent, for payment, for temporary owning and use, the commercial immovable property with the general characteristics mentioned in the Annex No.1 to the present Agreement being its integral part, situated at: Novosibirsk, 1, Tolmachevskaya str., Kleshchikha station, including the premises Nos. 2-7 of total area of 111.1 sq.m. and located on the 3th floor of the service and technical building (hereinafter - the Immovable Property). The location of the lease Immovable Property is described in Annex 2 hereto".

1. The Parties have agreed upon the amending clause 5.1. of the Agreement and to read it as follows:

"5.1. According to the estimate given in Annex 3 to this Agreement, the monthly rent calculated with the value added tax is accepted equal to One hundred twenty five thousand four hundred and seventeen (125,417.08) roubles 08 kopecks per month.

The rent includes depreciation charges, tax amounts, operating costs (including rodent control, pest control, premises cleaning), security and utility services (electricity and heating supply, water consumption and wastewater removal)".

2. The Parties have agreed upon the amending clause 5.2. of the Agreement and to read it as follows:

"5.2. The rent under the Agreement (with the value-added tax) is fully transferred to the account of the Lessor specified in Section 11 of this Agreement.

The rent is to be transferred prior to the tenth (10) day of the month following the reporting month.

Date of performance of the Tenant's obligations for the rent payment shall be the date of receipt of funds to the Lessor's account to the fullest extent permitted by the Agreement.

The Tenant shall bear an obligation to pay the rent from the date of signing by the Parties of the act of acceptance and transfer of Immovable Property, and cease to bear on the date of return of Immovable Property executed by the relevant act of acceptance and transfer.

The rent amount of the first and the last month of the term of this Agreement is determined based on the number of days of actual rent.

Act on the services rendered and the invoice are provided by the Lessor to the Tenant for signature within a period not exceeding three (3) days after the end of the reporting month. The Tenant signs the Act on the services rendered within three (3) days after its receipt from the Lessor".

3. To declare Annex 1 to the Agreement to be no longer in force from the date of signing the Supplementary Agreement.

4. To put Annexes Nos. 1, 2 and 3 to the Agreement into effect and read them according to Annexes Nos. 1, 2 and 3 to the Supplementary Agreement from the date of signing the Supplementary Agreement.

The Supplementary Agreement validity terms: The Supplementary Agreement starts to be effective from the date of its signing by the Parties and is valid until the date of expiration of the term of the Agreement.

2.

1. To determine the monthly rent for using the immovable property with total area of 564.5 sq.m. situated at: Novosibirsk, 1, Tolmachevskaya str., including the premises on the ground floor of the building "Production Building. Hangar type shop No.3" is 92,072.12 roubles, VAT included.

2. To approve the signing the Commercial Property Lease Agreement being property of PJSC TransContainer (Novosibirsk, 1, Tolmachevskaya str.) between PJSC TransContainer (West-Siberian Branch) and RZD Logistics (branch of JSC RZD Logistics in Novosibirsk), being an interested party transaction on the following terms:

The Parties to the Agreement:

PJSC TransContainer (West-Siberian Branch) as the Lessor, and JSC RZD Logistics (the branch of JSC RZD Logistics in Novosibirsk) as the Tenant.

The Subject of the Agreement:

The lease of immovable property situated at: Novosibirsk, 1, Tolmachevskaya str., including the premises No.1 with total area of 564.5 sq.m., located on the ground floor of the building "Production Building. Hangar type shop No.3", purpose of use - warehouse (hereinafter - the Immovable Property).

The Immovable Property is situated on the plot of land with an area of 252,162.0 sq.m. and cadastral number 54:35:0:20/44, owned by the Lessor on the right of sublease under the plot of land sublease agreement concluded with JSC RZD dd. 10.08.2009 No. ЦРН3/4/A/1211010000/09/000755.

The Immovable Property is owned by the Lessor on the right of ownership that is confirmed by the Certificate of the state registration of right issued by the Administration of the Federal Service for State Registration in Novosibirsk Oblast dd. 11.09.2006 No. 54 AB 831696, registration record No. 54-54-01/221/2006-8 dd. 11.09.2006.

The Price of the Agreement:

The monthly rent calculated including depreciation charges, property tax, land rent, electricity, security and overhead costs is accepted equal to Ninety two thousand and seventy two (92,072) roubles 12 kopecks, including VAT 18% Fourteen thousand and forty four (14,044) roubles 90 kopecks.

Agreement validity terms:

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

Other essential terms of the Agreement:

Along with the first rent payment, the Tenant transfers the security deposit in the amount of a monthly rent to the Lessor's account. The given amount is set off either as the rent payment

for the last month of lease or for payment of the fines concerning the Agreement, at the Lessor's discretion. In the latter case, the Tenant shall restore the security deposit within 5 days at the Lessor's request.

3.

1. To establish that the subject of the Supplementary Agreement doesn't modify the amount of the Agent's remuneration under the Agreement dd. 24.08.2015 No.18/3-Y/TKD/15/08/0034, and the total price of transaction won't exceed Thirty one million one hundred sixty nine thousand one hundred and forty two tenge 86 tiyn without VAT (31,169,142.86) (equivalent in RUR as at the date of conclusion of the Agreement).

2. To approve the signing the Supplementary Agreement No.1 to the Agency Agreement dd. 24.08.2015 No.18/3-Y/TKD/15/08/0034 on organization of repair of the rolling equipment between PJSC Transcontainer and JSC Kedentransservice, being an interest party transaction, on the following conditions:

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

The Subject of the Supplementary Agreement: Amending the Agreement as follows:

1. Clause 2.2 of Section 2 of the Agreement should be read as follows:

"2.2. The total price of this Agreement (Price of Agreement) may not exceed Thirty one million one hundred sixty nine thousand one hundred and forty two tenge 86 tiyn without VAT (31,169,142.86) (equivalent in RUR as at the date of conclusion of the Agreement)".

The Supplementary Agreement validity terms: the Supplementary Agreement starts to be effective from the date of its signing.

2.4. The date of the meeting of the Emitter's Board of Directors when the relevant decisions were made: *December 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. 6 dd. December 21, 2015.*

3. Signature

3.1. Director General
PJSC "TransContainer"

P.V. Baskakov

_____ (signature)

3.2. Date " 21 " December 20 15

Stamp