

Material Fact Notice on resolutions passed by the Issuer’s Board of Directors (Supervisory Board)

1. General Information	
1.1. Issuer’s full corporate name (name of non-profit organization)	RBC Open Joint-Stock Company
1.2. Issuer’s short corporate name	RBC OJSC
1.3. Issuer’s address	78 Profsoyuznaya St. Moscow 117393
1.4. Issuer’s primary state registration number (OGRN)	1057746899572
1.5. Issuer’s tax payer identification number (TIN)	7728547955
1.6. Issuer’s unique code assigned by the registration authority	56413-N
1.7. Address of the website used by the Issuer to disclose information	http://www.e-disclosure.ru/portal/company.aspx?id=24832 (in Russian) www.rbcholding.ru (in Russian) www.rbcholding.com (in English)

2. Contents of the Notice
<p>2.1. Quorum of the Issuer’s board of directors (supervisory board) meeting Pursuant to Article 68 of Federal Law No. 208-FZ “On Joint Stock Companies” a quorum was reached, and the Company’s Board of Directors meeting was duly constituted. The Company received ballot sheets from 5 out of 9 members of the Board of Directors within the established deadline.</p> <p>2.2. Results of voting on agenda items: On agenda item 1: To approve a deal valued at over 10% of the Company’s balance sheet value of assets, determined on the basis of the financial statement as of the last reporting date – entering into the Deed of Novation (1) between the Company, RBK INVESTMENTS (CYPRUS) LTD., PRALBERTO LIMITED and TRAFFORD INC. Voted FOR: Derk Sauer, Sergey Lavrukhin, Valery Senko, Ekaterina Salnikova, Neil Osborn – a total of 5 votes. AGAINST: NONE. ABSTAINED: NONE. TOTAL: FOR - 5 votes, AGAINST – NONE, ABSTAINED – NONE. The resolution was passed.</p> <p>On agenda item 2. On approval of a deal valued at over 10% of the Company’s balance sheet value of assets, determined on the basis of the financial statement as of the last reporting date – Deed of Novation (2) between the Company, TRAFFORD INC., and KARUTA INVESTMENTS LIMITED. Voted FOR: Derk Sauer, Sergey Lavrukhin, Valery Senko, Ekaterina Salnikova, Neil Osborn – a total of 5 votes. AGAINST: NONE. ABSTAINED: NONE. TOTAL: FOR - 5 votes, AGAINST – NONE, ABSTAINED – NONE. The resolution was passed.</p>

2.3. Contents of the resolution passed by the Issuer's Board of Directors

On agenda item 1:

To approve a deal valued at over 10% of the Company's balance sheet value of assets, determined on the basis of the financial statement as of the last reporting date – entering into the Deed of Novation (1) between the Company, RBK INVESTMENTS (CYPRUS) LTD., PRALBERTO LIMITED and TRAFFORD INC in accordance with the following terms:

- 1) Subject: PRALBERTO LIMITED novates the Loan Agreement (between RBK INVESTMENTS (CYPRUS) LTD. AND PRALBERTO LIMITED dated October 10, 2008, under which a US\$ 46,000,000 term loan facility was made available to Pralberto, hereinafter, the “Loan Agreement”) to TRAFFORD INC. and assigns all of its rights, benefits and interest in the Loan Agreement to TRAFFORD INC., and TRAFFORD INC. accepts the novation.
- 2) Deal amount: US\$ 46,000,000;
- 3) Miscellaneous:
 - PRALBERTO LIMITED will be released by RBC from the Loan Agreement and from the performance thereof and shall be released and discharged from all claims, demands, liabilities, duties and obligations whatsoever under or in connection with the Loan Agreement;
 - without prejudice to any other agreement between PRALBERTO LIMITED and TRAFFORD INC., TRAFFORD INC. will assume and perform the liabilities, duties and obligations of PRALBERTO LIMITED under or in connection with the Loan Agreement and will be entitled to the benefit of the Loan Agreement in place of PRALBERTO LIMITED and will be bound by its terms in all respects as if TRAFFORD INC. had originally been a party to the Loan Agreement in place of PRALBERTO LIMITED;
 - the Company will perform the Loan Agreement and will be bound by its terms in all respects as if TRAFFORD INC. had originally been a party in place of PRALBERTO LIMITED.

On agenda item 2.

To approve a deal valued at over 10% of the Company's balance sheet value of assets, determined on the basis of the financial statement as of the last reporting date - entering into the Deed of Novation (2) between the Company, TRAFFORD INC. and KARUTA INVESTMENTS LIMITED (hereinafter, the “Agreement (2)”) in accordance with the following terms:

- 1) Subject: TRAFFORD INC. novates the Loan Agreement (between RBK INVESTMENTS (CYPRUS) LTD. AND PRALBERTO LIMITED dated October 10, 2008, under which a US\$ 46,000,000 term loan facility was made available to PRALBERTO, hereinafter, the “Loan Agreement”) to KARUTA INVESTMENTS LIMITED and assigns all of its rights, benefits and interest in the Loan Agreement to KARUTA INVESTMENTS LIMITED, and KARUTA INVESTMENTS LIMITED accepts the novation.
- 2) Deal amount: US\$ 46,000,000;
- 3) Miscellaneous:
 - TRAFFORD will be released by the Company from the Loan Agreement and from the performance thereof and shall be released and discharged from all claims, demands, liabilities, duties and obligations whatsoever under or in connection with the Loan Agreement;
 - without prejudice to any other agreement between TRAFFORD INC. and KARUTA INVESTMENTS LIMITED, KARUTA INVESTMENTS LIMITED will assume and perform the liabilities, duties and obligations of

TRAFFORD INC. under or in connection with the Loan Agreement and will be entitled to the benefit of the Loan Agreement in place of TRAFFORD INC. and will be bound by its terms in all respects as if KARUTA INVESTMENTS LIMITED had originally been a party to the Loan Agreement in place of TRAFFORD INC.;

- the Company will perform the Loan Agreement and will be bound by its terms in all respects as if KARUTA INVESTMENTS LIMITED had originally been a party in place of TRAFFORD INC.;
- In consideration for KARUTA INVESTMENTS LIMITED accepting the novation of the Loan Agreement, TRAFFORD INC., as a legal and beneficial owner of 9,486,000 common shares of RBC OJSC with the par value of 0.00064 and the state registration number 1-02-56413-N, which are subject of the pledge to the Company (hereinafter, the “Pledged Shares”) shall transfer with Full Title Guarantee the legal and beneficial title to the Pledged Shares to KARUTA INVESTMENTS LIMITED free from any Encumbrances (other than the Encumbrance in favor of the Company under the Pledge Agreement), and such transfer to be completed no later than 5 Business Days following the effective date of the Agreement (2).
- the Company in its capacity as a pledgee under the Pledge Agreement dated June 17, 2011 between the Company and TRAFFORD INC. and for the purposes of Article 346 of the Civil Code of the Russian Federation expressly consents to the transfer of Pledged Shares by TRAFFORD INC. to KARUTA INVESTMENTS LIMITED.

2.4. Date of the Board of Directors (Supervisory Board) meeting which passed the above-mentioned resolution: **June 14, 2013.**

2.5. Date and number of the minutes of the Issuer’s Board of Directors (Supervisory Board) meeting at which the above-mentioned resolution was passed: **June 17, 2013, Minutes No. 60.**

3. Signature		
3.1. General Director Of RBC OJSC	_____ (signature)	Sergey Lavrukhin
3.2. Date: June 17, 2013	Seal	