

**Material fact notice
on resolutions passed by the Issuer's Board of Directors (Supervisory Council)**

1. General Information	
1.1. Issuer's full corporate name	RBC Public Joint-Stock Company
1.2. Issuer's short corporate name	RBC PJSC
1.3. Issuer's address	Moscow
1.4. Issuer's primary state registration number (OGRN)	1057746899572
1.5. Issuer's 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 http://rbcholding.ru/filings.shtml
2. Contents of the notice	
<p>2.1. Quorum of the Issuer's Board of Directors (Supervisory Council) meeting: <i>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 7 out of 7 members of the Board of Directors within the established deadline.</i></p> <p>2.2. Results of voting on agenda items: <i>On all agenda items:</i> Voted: FOR: Anna Tyushkevich, Dmitry Strashnov, Fulvio Conti, Nikolay Molibog, Boris Krasnovsky, Irina Esipenko, Vadim Medvedev, a total of 7 votes. AGAINST: none. ABSTAINED: none. Total: FOR - 7 votes, AGAINST - none, ABSTAINED – none.</p> <p>2.3. Contents of the resolutions passed by the Board of Directors: <i>On agenda item 1:</i> To approve that a representative of RBC PJSC votes "FOR" the following agenda item of the extraordinary general meeting of RBK Online LLC members. "On adopting the resolution of RBK Online LLC, the sole member of BusinessPress SPB LLC," <u>with the following wording of the resolution:</u> "To approve a new, second version of BusinessPress SPB LLC's Articles of Association according to the draft." <i>On agenda item 2:</i> To approve a transaction between RBC PJSC (the Borrower) and Softspot Holdings Limited (the Lender) - Supplementary Agreement No. 4 dated 26.09.2017 to Loan Agreement No. DZ/TR00-026 dated 16.10.2015. (hereinafter, "the Loan Agreement") in accordance with which Clauses 1.1. and 2.4 of the Loan Agreement shall read as follows: "1.1. The Lender shall provide the Borrower with monetary funds (hereinafter, the "Loan") equivalent to USD 2,420,000.00 (two million four hundred twenty thousand and 00/100 U.S. dollars) (hereinafter, the "Loan Amount") no later than October 16, 2015, and the Borrower shall repay to the Lender the same amount of monetary funds either in U.S. dollars or in Russian rubles at the exchange rate of the Central Bank of Russia set on the date specified in Clause 2.1. hereof." "2.4. Interest shall be paid at the end of the Loan Amount repayment period. The amount of Interest to be paid in accordance with Clauses 2.2. and 2.3. hereof shall include all direct taxes and charges payable under the laws of a country of the Lender's residence." The Supplementary Agreement shall take effect immediately upon its signing by the Parties. <i>On agenda item 3:</i> To approve a transaction between RBC PJSC (the Creditor) and Global Media Solutions LLC (the Debtor) - Supplementary Agreement No. 6 to Agreement No. 69-1405/7- dated 31.05.2014 (hereinafter, the "Agreement") in accordance to which the Creditor and the Debtor have agreed to modify Clause 3 of the Agreement in what concerns the interest rate and the deadline for the performance of novated obligations to repay the Loan Amount and accrued interest: - to set an annual interest rate at 10.00% (ten percent) of Loan Amount from October 1, 2017; - to set the deadline for the performance of novated obligations: 31.12.2022. The Supplementary Agreement shall cover relations between the Parties which commenced on October 1, 2017. <i>On agenda item 4</i> To approve a transaction by RBC PJSC's subsidiary, in which it holds directly or indirectly more than 2% (two percent) of voting shares or more than a 2% (two percent) participatory interest in its authorized capital - Supplementary Agreement No. 6 to Agreement No. 69-1405/7- dated 31.05.2014. (hereinafter, the "Agreement") in accordance to which the Creditor and the Debtor have agreed to modify Clause 3 of the Agreement in what concerns the interest rate and the deadline for the performance of novated obligations to repay the Loan Amount</p>	

and accrued interest:

- to set an annual interest rate at 10.00% (ten percent) of Loan Amount from October 1, 2017;

- to set the deadline for the performance of novated obligations: 31.12.2022.

The Supplementary Agreement shall cover relations between the Parties which commenced on October 1, 2017.

On agenda item 5:

To approve a transaction between RBC PJSC (the Creditor) and Media Mir LLC (the Debtor) - Supplementary Agreement No. 2 to Agreement No. 69-1405/8- dated 31.05.2014 in accordance to which the Creditor and the Debtor have agreed to extend the deadline for the performance of novated obligations to repay the Loan Amount and accrued interest until 31.12.2022.

The Supplementary Agreement shall take effect immediately upon its signing by the Parties.

On agenda item 6:

To approve a transaction by RBC PJSC's subsidiary, in which it holds directly or indirectly more than 2% (two percent) of voting shares or more than a 2% (two percent) participatory interest in its authorized capital - Supplementary Agreement No. 2 to Agreement No. 69-1405/8- dated 31.05.2014 between RBC PJSC and Media Mir LLC in accordance to which the Creditor and the Debtor have agreed to extend the deadline for the performance of novated obligations to repay the Loan Amount and accrued interest until 31.12.2022.

The Supplementary Agreement shall take effect immediately upon its signing by the Parties.

On agenda item 7:

To approve a transaction between RBC PJSC (the Lender) and Media Mir LLC (the Borrower) - Supplementary Agreement No. 6 to Loan Agreement No. 11-0712/15- dated 21.12.2007 (hereinafter, "the Loan Agreement"), in accordance to which the Lender and the Borrower have agreed to extend the deadline for the repayment of the Loan Amount and reword Clause 2.2 of the Loan Agreement as follows:

"2.2. The Borrower shall repay to the Lender the loan amount indicated in Clause 1.1. of the Loan Agreement by December 31, 2022."

The Supplementary Agreement shall take effect immediately upon its signing by the Parties.

On agenda item 8:

To approve a transaction between RBC PJSC (the Creditor) and AdLine LLC (the Debtor) - Supplementary Agreement No. 3 to Agreement No. 69-1405/11- dated 31.05.2014 in accordance to which the Creditor and the Debtor have agreed to extend the deadline for the performance of novated obligations to repay the Loan Amount and accrued interest until 31.12.2022.

The Supplementary Agreement shall take effect immediately upon its signing by the Parties.

On agenda item 9:

To approve a transaction by RBC PJSC's subsidiary, in which it holds directly or indirectly more than 2% (two percent) of voting shares or more than a 2% (two percent) participatory interest in its authorized capital - Supplementary Agreement No. 3 to Agreement No. 69-1405/11- dated 31.05.2014 in accordance to which:

(1) the Parties have agreed to extend the deadline for the performance of novated obligations to repay the loan amount and accrued interest until 31.12.2022.

(2) The Supplementary Agreement to the Agreement shall take effect immediately upon its signing by the Parties.

On agenda item 10:

To determine the price (monetary value) of an asset, which is the subject of a transaction between RBC PJSC (the Creditor) and Pintoleza Holdings Limited (the Debtor) - Supplementary Agreement No. 3 to Agreement No. 69-1405/5- dated 31.05.2014 (hereinafter, "Agreement") as stipulated in the Agreement, in particular: the Debtor shall repay to the Creditor the Loan Amount of USD 82,799,983.18 (eighty two million seven hundred ninety nine thousand nine hundred eighty three and 18/100 U.S. dollars) by 31.12.2019, including interest, the amount of which shall be determined based on the annual interest rate of 7.1% (seven point one percent).

On agenda item 11:

To approve a transaction between RBC PJSC (the Creditor) and Pintoleza Holdings Limited (the Debtor) - Supplementary Agreement No. 3 to Agreement No. 69-1405/5- dated 31.05.2014 in accordance to which the Creditor and the Debtor have agreed to extend the deadline for the performance of novated obligations to repay the Loan Amount and accrued interest until 31.12.2019.

On agenda item 12:

To approve a transaction between RBC PJSC (the Lender) and CNews.ru LLC (the Borrower) - Supplementary Agreement No. 2 to Loan Agreement No. 69-1506/2- dated 25.06.2015 (hereinafter, "the Loan Agreement"), in accordance to which the Lender and the Borrower have agreed to extend the deadline for the repayment of the Loan Amount and reword Clause 2.2 of the Loan Agreement as follows:

"2.2. The Borrower shall repay to the Lender the loan amount indicated in Clause 1.1 of the Loan Agreement with interest at the annual rate of 12% (twelve percent) by December 31, 2022."

The Supplementary Agreement shall take effect immediately upon its signing by the Parties.

On agenda item 13:

To approve a transaction between RBC PJSC (the Creditor) and CNews.ru LLC (the Debtor) - Supplementary Agreement No. 3 to Loan Agreement No. 69-1405/10- dated 31.05.2014 in accordance to which the Creditor and

the Debtor have agreed to extend the deadline for the performance of novated obligations to repay the Loan Amount and accrued interest until 31.12.2022.

The Supplementary Agreement shall take effect immediately upon its signing by the Parties.

On agenda item 14:

To approve a transaction between RBC PJSC (the Lender) and BusinessPress LLC (the Borrower) - Supplementary Agreement No. 1 to Loan Agreement No. 69-1512/7- dated 24.12.2015 (hereinafter, the "Loan Agreement"), in accordance to which the Lender and the Borrower have agreed to extend the deadline for the repayment of the Loan Amount and reword Clause 2.2 of the Loan Agreement as follows:

"2.2. The Borrower shall repay to the Lender the loan amount indicated in Clause 1.1 of the Loan Agreement with interest at the annual rate of 12% (twelve percent) by December 31, 2022."

The Supplementary Agreement shall take effect immediately upon its signing by the Parties.

On agenda item 15:

To approve a transaction between RBC PJSC (the Borrower) and JSC RU-CENTER (the Lender) - Supplementary Agreement No. 2 to Loan Agreement No. 69-1610/6- dated 25.10.2016 (hereinafter, the "Loan Agreement") in accordance to which the Borrower and the Lender have agreed to amend the Loan Agreement as follows:

1.1. to extend the loan term, to amend the procedure for loan provision, to increase the loan amount by RUB 130,000,000.00 (one hundred thirty million and 00/100 rubles) and reword Clauses 1.1., 1.4., 2.1., and 2.3. of the Loan Agreement as follows:

"1.1. Pursuant to this Loan Agreement, the Lender shall provide the Borrower with a RUB 350,000,000.00 (three hundred fifty million and 00/100 rubles) loan (hereinafter the "Loan Amount") (VAT is not applicable) until December 31, 2022, and the Borrower shall repay the loan by the deadline set out in the Loan Agreement and pay interest as specified in the Loan Agreement."

"1.4. The loan maturity date shall be December 31, 2022 (inclusive)."

"2.1. The Lender shall transfer to the Borrower's account specified in Clause 9 of the Loan Agreement the Loan Amount in several tranches, the size and the dates of which shall be agreed by the Parties in respective forms that shall be the integral part of the Loan Agreement. The last tranche shall be transferred by the Lender no later than December 31, 2018."

"2.3. The Borrower shall repay the Loan Amount in full as indicated in the Loan Agreement and pay interest on the loan no later than December 31, 2022, inclusive."

1.2. To amend the amount of accrued interest from October 1, 2017 and reword Clause 1.2. of the Loan Agreement as follows:

"1.2. The Borrower shall pay interest at the annual rate of 10% (ten percent)."

The Supplementary Agreement shall cover relations between the Parties which commenced on October 1, 2017."

On agenda item 16:

To approve a transaction by RBC PJSC's subsidiary, in which it holds directly or indirectly more than 2% (two percent) of voting shares or more than a 2% (two percent) participatory interest in its authorized capital - Supplementary Agreement No. 2 to Loan Agreement No. 69-1610/6- dated 25.10.2016 (hereinafter, the "Loan Agreement") between RBC PJSC (the Borrower) and JSC «RU-CENTER» (the Lender) in accordance to which the Borrower and the Lender have agreed to amend the Loan Agreement as follows:

1.3. to extend the loan term, to amend the procedure for loan provision, to increase the loan amount by RUB 130,000,000.00 (one hundred thirty million and 00/100 rubles) and reword Clauses 1.1., 1.4., 2.1., and 2.3. of the Loan Agreement as follows:

"1.1. Pursuant to the Loan Agreement, the Lender shall provide the Borrower with a RUB 350,000,000.00 (three hundred fifty million and 00/100 rubles) loan (hereinafter the "Loan Amount") (VAT is not applicable) until December 31, 2022, and the Borrower shall repay the loan by the deadline set out in the Loan Agreement and pay interest as specified in the Loan Agreement."

"1.4. The loan maturity date shall be December 31, 2022 (inclusive)."

"2.1. The Lender shall transfer to the Borrower's account specified in Clause 9 of the Loan Agreement the Loan Amount in several tranches, the size and the dates of which shall be agreed by the Parties in respective forms that shall be the integral part of the Loan Agreement. The last tranche shall be transferred by the Lender no later than December 31, 2018."

"2.3. The Borrower shall repay the Loan Amount in full as indicated in the Loan Agreement and pay interest on the loan no later than December 31, 2022."

1.4. To amend the amount of accrued interest from October 1, 2017 and reword Clause 1.2. of the Loan Agreement as follows:

"1.2. The Borrower shall pay interest at the annual rate of 10% (ten percent)."

The Supplementary Agreement shall cover relations between the Parties which commenced on October 1, 2017."

On agenda item 17:

To approve a transaction between RBC PJSC's subsidiaries, in which it holds directly or indirectly more than 2% (two percent) of voting shares or more than a 2% (two percent) participatory interest in its authorized capital - Supplementary Agreement No. 2 to Loan Agreement No. 71-1703/62- dated 23.03.2017 (hereinafter, the

"Loan Agreement") between Global Media Solutions LLC (the Lender) and CNews.ru LLC (the Borrower) in accordance to which the Lender and the Borrower have agreed to increase the loan amount by RUB 80,000,000.00 (eighty million and 00/100 rubles), to extend the term for loan provision, and to reword Clauses 1.1., 2.1., and 2.2. of the Loan Agreement as follows:

"1.1. Pursuant to the Loan Agreement, the Lender shall provide the Borrower with a loan worth RUB 130,000,000.00 (one hundred thirty million and 00/100 rubles) (VAT is not applicable), and the Borrower shall repay the said loan on the date set out in the Loan Agreement;

"2.1. The Lender shall transfer to the Borrower's account the loan amount specified in Clause 1.1. of the Loan Agreement by December 31, 2018."

"2.2. The Borrower shall repay to the Lender the loan amount specified in Clause 1.1. of the Loan Agreement no later than December 31, 2022."

The Supplementary Agreement shall take effect immediately upon its signing by the Parties.

On agenda item 18:

To approve a transaction between RBC PJSC's subsidiaries, in which it holds directly or indirectly more than 2% (two percent) of voting shares or more than a 2% (two percent) participatory interest in its authorized capital - Supplementary Agreement No. 1 to Loan Agreement No. 71-1703/45- dated 27.03.2017 (hereinafter, the "Loan Agreement") between Global Media Solutions LLC (the Lender) and BusinessPress LLC (the Borrower) in accordance to which the Lender and the Borrower have agreed to increase the loan amount by RUB 150,000,000.00 (one hundred fifty million and 00/100 rubles), to amend the procedure for loan provision, and to reword Clauses 1.1. and 2.1. of the Loan Agreement as follows:

"1.1. Pursuant to the Loan Agreement, the Lender shall provide the Borrower with a loan worth RUB 250,000,000.00 (two hundred fifty million and 00/100 rubles) (VAT is not applicable), and the Borrower shall repay the said loan on the date set out in the Loan Agreement;

"2.1. The Lender shall transfer to the Borrower's account the loan amount set out in Clause 1.1 of the Loan Agreement in several tranches no later than December 31, 2018."

The Supplementary Agreement shall take effect immediately upon its signing by the Parties.

On agenda item 19:

To approve a transaction between RBC PJSC's subsidiaries, in which it holds directly or indirectly more than 2% (two percent) of voting shares or more than a 2% (two percent) participatory interest in its authorized capital - Supplementary Agreement No. 1 to Loan Agreement No. 71-1704/67- dated 26.04.2017 (hereinafter, the "Loan Agreement") between JSC «RU-CENTER» (the Lender) and Global Media Solutions LLC (the Borrower) in accordance to which the Lender and the Borrower have agreed to increase the loan amount by RUB 120,000,000.00 (one hundred twenty million and 00/100 rubles), to amend the procedure for loan provision, and to reword Clauses 1.1. and 2.1. of the Loan Agreement as follows:

"1.1. Pursuant to the Loan Agreement, the Lender shall provide the Borrower with a loan worth RUB 200,000,000 (two hundred million and 00/100 rubles) (VAT is not applicable), and the Borrower shall repay the said loan on the date set out in the Loan Agreement;

"2.1. The Lender shall transfer to the Borrower's account the loan amount set out in Clause 1.1. of the Loan Agreement in tranches no later than December 31, 2018. The date of loan (a tranche not exceeding the loan amount) provision shall be the date on which the corresponding amount has been credited to the Borrower's settlement account."

The Supplementary Agreement shall take effect immediately upon its signing by the Parties.

2.4. The date of the meeting of the Issuer's Board of Directors (Supervisory Council) at which the relevant resolutions were passed: **November 10, 2017.**

2.5. The date on which the minutes of the Issuer's Board of Directors (Supervisory Council) were taken and the number of the minutes: **Minutes No. 107 dated November 13, 2017.**

3. Signature

3.1. Attorney-In-Fact

(Power of Attorney No. 465/14/rbk dated 26.12.2014)

(signature)

Igor Selivanov

3.2. Date _____ November 13, 2017

Seal