

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 6 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 1-6, 9, 12, 15, 18, 21, 24, 27 and 30 agenda items:</i> Voted: FOR: Andrey Kononov, Alexander Lyubimov, Nikolay Molibog, Elena Myasnikova, Dmitry Razumov, Dmitry Usanov, a total of 6 votes. AGAINST: none. ABSTAINED: none. Total: FOR - 6 votes, AGAINST - none, ABSTAINED – none. <i>On 7, 8, 10, 11, 13, 14, 16, 17, 19, 20, 22, 23, 25, 26, 28 and 29 agenda items, the votes of 2 Board of Directors Members, who are interested in the execution of the transaction, were not taken into consideration:</i> Voted: FOR: Andrey Kononov, Alexander Lyubimov, Elena Myasnikova, Dmitry Usanov, a total of 4 votes. AGAINST: none. ABSTAINED: none. Total: FOR - 4 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 the payment for the services of Baker Tilly Rus JSC, the auditor of RBC PJSC, in 2016 at RUB 1,062,000 (one million sixty-two thousand rubles), including VAT (18%). <i>On agenda item 2:</i> To hire Deloitte & Touche CIS Closed Joint-Stock Company (OGRN 1027700425444, having its address at 5 Lesnaya St., Moscow 125047), an independent consultant, to audit the Company's financial statement for 2016 under International Financial Reporting Standards (IFRS) and approve that the payment for its services will amount to RUB 8,000,000 (eight million rubles) excluding VAT (18%). <i>On agenda item 3:</i> To approve the terms of Supplementary Agreement No. 1 (hereinafter the Supplementary Agreement) to the Agreement on keeping the register of securities holders No. 2016/77-DVR-175 dated March 09, 2016 (hereinafter the Agreement) between RBC PJSC and Registrar R.O.S.T. JSC, which adds the following clause 4.7 to the Agreement: The Parties shall agree not to apply the provisions of Article 317.1.1 of the Russian Civil Code to the relations arising from the Agreement. The Supplementary Agreement shall come into force on signing by the Parties and shall apply to the relations that arose under the Agreement earlier. <i>On agenda item 4:</i> To approve the resolution of RBC PJSC, the sole shareholder of Rosbusinessconsulting CJSC, dated August 3, 2016: "1. To terminate the participation of Rosbusinessconsulting CJSC in Quadra-Power Generation PJSC (OGRN 1056882304489, TIN6829012680, having its address at 99b Timiryazeva St., Tula 300012, Tula Region, Russia)</p>

by offering to repurchase Rosbusinessconsulting CJSC's ordinary uncertificated registered shares with state registration number 1-01-43069-A at the price of RUB 0.0029 (nought point nought nought two nine rubles) per share in the amount of 723 units (seven hundred twenty-three) in accordance with Article 75 of the Federal Law "On Joint-Stock Companies."

2. To terminate the participation of Rosbusinessconsulting CJSC in T Plus PJSC (OGRN 1056315070350, TIN 6315376946, having its address at business center Riga Land, building 3, 26th km of Baltiya highway, Krasnogorsk District, Moscow Region 143421, Russia) by offering to repurchase Rosbusinessconsulting CJSC's ordinary uncertificated registered shares with state registration number 1-01-55113-E at the price of RUB 0.6369 (nought point six three six nine rubles) per share in the amount of 40 (forty) units in accordance with Article 75 of the Federal Law "On Joint-Stock Companies."

On agenda item 5:

To approve that a representative of RBC PJSC votes "FOR" the following agenda item of the extraordinary general meeting of Public Library JSC on August 17, 2016: "An approval of a new version of Public Library JSC's Articles of Association",

with the following wording of the resolution: "To approve the new version of Public Library JSC's Articles of Association according to the draft."

On agenda item 6:

To increase RBC PJSC's participatory interest in the authorized capital of Technosoft LLC from 1% (one percent) to 100% (one hundred percent) through an acquisition of a 99% (ninety-nine percent) participatory interest in the authorized capital of Technosoft LLC (OGRN 1127746518448, TIN7728812530, having its address at 78, Profsoyuznaya St., bld 1, Moscow 117393) with nominal value of RUB 9,900 (nine thousand nine hundred rubles) from Pintoleza Holdings Limited by entering into a participatory interest purchase agreement at the price of RUB 9,900 (nine thousand nine hundred rubles).

On agenda item 7:

To set the price (monetary value) of the asset, which is the subject of a related party transaction between RBC PJSC (the Lender) and Rosbusinessconsulting CJSC (the Borrower) - Supplementary Agreement No. 3 to Agreement No. 69-1409/7 dated September 16, 2014 (hereinafter the Supplementary Agreement), as stipulated in the Supplementary Agreement, in particular:

The Borrower shall repay the Lender a RUB 37,000,000 (thirty-seven million ruble) loan (without VAT) no later than on December 31, 2019 with interests calculated according to the following procedure:

- from the date of the provision of the loan through June 30, 2015 at the rate of 8% (eight percent);
- from July 1, 2015 through the maturity date at the rate of 12% (twelve percent)."

On agenda item 8:

To approve a related party transaction between RBC PJSC (the Lender) and Rosbusinessconsulting CJSC (the Borrower) - Supplementary Agreement No. 3 to Loan Agreement No. 69-1409/7 dated September 16, 2014 (hereinafter the Supplementary Agreement), in accordance with which clause 2.2 of the Agreement shall read as follows:

«2.2. The Borrower shall repay the Lender a RUB 37,000,000 (thirty-seven million ruble) loan (without VAT) no later than on December 31, 2019 with interests calculated according to the following procedure:

- from the date of the provision of the loan through June 30, 2015 at the rate of 8% (eight percent);
- from July 1, 2015 through the maturity date at the rate of 12% (twelve percent)."

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

On agenda item 9:

To approve a transaction between RBC PJSC (the Lender) and Rosbusinessconsulting CJSC (the Borrower) - Supplementary Agreement No. 3 to Loan Agreement No. 69-1409/7 dated September 16, 2014 (hereinafter the Supplementary Agreement), in accordance with which clause 2.2 of the Agreement shall read as follows:

«2.2. The Borrower shall repay the Lender a RUB 37,000,000 (thirty-seven million ruble) loan (without VAT) no later than on December 31, 2019 with interests calculated according to the following procedure:

- from the date of the provision of the loan through June 30, 2015 at the rate of 8% (eight percent);
- from July 1, 2015 through the maturity date at the rate of 12% (twelve percent)."

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

On agenda item 10:

To set the price (monetary value) of the asset, which is the subject of a related party transaction between RBC PJSC (the Lender) and Global Media Solutions LLC (the Borrower) - Supplementary Agreement No. 3 to Loan Agreement No. 69-1505/1 dated May 18, 2015 (hereinafter the Supplementary Agreement), as stipulated in the Supplementary Agreement, in particular:

The Borrower shall repay the Lender a RUB 20,000,000 (twenty million ruble) loan (without VAT) with interests at 12% no later than December 31, 2020."

On agenda item 11:

To approve a related party transaction between RBC PJSC (the Lender) and Global Media Solutions LLC (the Borrower) - Supplementary Agreement No.3 to Loan Agreement No. 69-1505/1 dated May 18, 2015 (hereinafter Supplementary Agreement) , in accordance with which clause 2.2 of the Agreement shall read as follows:

«2.2. The Borrower shall repay the Lender the loan amount indicated in clause 1.1 of the Agreement with interests at 12% (twelve percent no later than December 31, 2020)."

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

On agenda item 12:

To approve a transaction between RBC PJSC (the Lender) and Global Media Solutions LLC (the Borrower) - Supplementary Agreement No. 3 to Loan Agreement No. 69-1505/1 dated May 18, 2015 (hereinafter Supplementary Agreement), in accordance with which clause 2.2 of the Agreement shall read as follows:

«2.2. The Borrower shall repay the Lender a loan amount indicated in clause 1.1 of the Agreement with interests at 12% (twelve percent no later than December 31, 2020)."

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

On agenda item 13:

To set the price (monetary value) of the asset, which is the subject of a related party transaction between RBC PJSC (the Lender) and Public Library JSC (the Borrower) - Supplementary Agreement No. 13 to Loan Agreement No. 69-1412/7 dated December 25, 2014 (hereinafter the Supplementary Agreement) as stipulated in the Supplementary Agreement, in particular:

The Borrower shall repay the Lender a RUB 39,850,000 (thirty-nine million eight hundred fifty thousand ruble) loan (without VAT) no later than on December 31, 2017 with interests at the rate of 8% (eight percent)."

On agenda item 14:

To approve a related party transaction between RBC PJSC (the Lender) and Public Library JSC (the Borrower) - Supplementary Agreement No. 13 to Loan Agreement No. 69-1412/7 dated December 25, 2014 (hereinafter the Agreement), in accordance with which clauses 1.1, 1.2 of the Agreement shall read as follows:

«1.1. Pursuant to the Agreement the Lender shall provide the Borrower with a RUB 39,850,000 (Thirty-nine million eight hundred fifty thousand) loan (without VAT) and the Borrower shall repay the loan by the deadline set out in the Agreement."

«2.1. The Lender shall transfer to the Borrower's account the loan amount indicated in clause 1.1 of the Agreement in several tranches by December 31, 2016."

The Supplementary Agreement shall take effect immediately upon its signing by the Parties and shall have effect on the relations between the Parties from June 27, 2016.

On agenda item 15:

To approve a transaction between RBC PJSC (the Lender) and Public Library JSC (the Borrower) - Supplementary Agreement No. 13 to Loan Agreement No. 69-1412/7 dated December 25, 2014 (hereinafter Agreement), in accordance with which clauses 1.1, 1.2 of the Agreement shall read as follows:

«1.1. Pursuant to the Agreement the Lender shall provide the Borrower with a RUB 39,850,000 (thirty-nine million eight hundred fifty thousand ruble) loan (without VAT) and the Borrower shall repay the loan by the deadline set out in the Agreement."

«2.1. The Lender shall transfer to the Borrower's account the loan amount indicated in clause 1.1 of the Agreement in several tranches by December 31, 2016."

The Supplementary Agreement shall take effect immediately upon its signing by the Parties and shall have effect on the relations between the Parties from June 27, 2016.

On agenda item 16:

To set the price (monetary value) of the asset, which is the subject of a related party transaction between RBC PJSC (the Lender) and Halverston Holdings Limited (the Borrower) - Supplementary Agreement No. 2 to Agreement No. 69-1502/6 dated February 28, 2015 (hereinafter the Supplementary Agreement), as stipulated in the Supplementary Agreement, in particular:

The Lender shall transfer the Borrower RUB 204,555,642.08 (two hundred and four million five hundred fifty-five thousand six hundred forty-two and 8/100 rubles), of which RUB 181,832,960.56 (one hundred eighty-one million eight hundred thirty-two thousand nine hundred sixty and 56/100 rubles) is the principal amount and RUB 22,722,681.52 (twenty-two million seven hundred twenty-two thousand six hundred eighty-one and 52/100 rubles) is the interests, and the Borrower shall repay the Lender the loan amount by December 31, 2021 and the interests at the rate of 8% (eight percent) of the loan amount."

On agenda item 17:

To approve a related party transaction between RBC PJSC (the Lender) and Halverston Holdings Limited (the Borrower) - Supplementary Agreement No. 2 to Agreement No. 69-1502/6 dated February 28, 2015 (hereinafter the Supplementary Agreement), which extends the maturity date of the loan to December 31, 2021.

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

On agenda item 18:

To approve a transaction between RBC PJSC (the Lender) and Halverston Holdings Limited (the Borrower) - Supplementary Agreement No. 2 to Agreement No. 69-1502/6 dated February 28, 2015 (hereinafter Supplementary Agreement), which extends the maturity date of the loan to December 31, 2021.

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

On agenda item 19:

To set the price (monetary value) of the asset, which is the subject of related party transaction between RBC PJSC (the Borrower) and RU-CENTER JSC (the Lender) - Supplementary Agreement No. 2 to Loan Agreement No. 69-1507/1 dated July 2, 2015 (hereinafter the Supplementary Agreement) as stipulated in the Supplementary Agreement, in particular:

The Borrower shall repay the Lender a RUB 15,000,000 (fifteen million ruble) loan (without VAT) no later than on December 31, 2020 with interests at the rate of 12% (twelve percent)."

On agenda item 20:

To approve a related party transaction between RBC PJSC (the Borrower) and RU-CENTER JSC (the Lender) - Supplementary Agreement No. 2 to Loan Agreement No. 69-1507/1 dated July 2, 2015 (hereinafter the Supplementary Agreement) in accordance with which clauses 1.1, 1.4, and 2.3 of the Agreement shall read as follows:

«1.1. Pursuant to the Agreement the Lender shall provide the Borrower with a RUB 15,000,000 (fifteen million ruble) loan (hereinafter the Loan Amount) (without VAT) until December 31, 2020, and the Borrower shall repay the loan by the deadline set out in the Agreement and pay interests set out in the Agreement."

1.4. The loan matures on December 31, 2020.

2.3. The Borrower shall repay the full loan amount indicated in the Agreement and pay interests on the loan no later than on December 31, 2020";

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

On agenda item 21:

To approve a transaction between RBC PJSC (the Borrower) and RU-CENTER JSC (the Lender) - Supplementary Agreement No. 2 to Agreement No. 69-1507/1 dated July 2, 2015 (hereinafter the Supplementary Agreement) in accordance with which clauses 1.1, 1.4, and 2.3 of the Agreement shall read as follows:

«1.1. Pursuant to the Agreement the Lender shall provide the Borrower with a RUB 15,000,000 (fifteen million ruble) loan (hereinafter the Loan Amount) (without VAT) until December 31, 2020 and the Borrower shall repay the said loan by the deadline stipulated in the Agreement and pay interests set out in the Agreement."

1.4. The loan shall mature on December 31, 2020.

2.3. The Borrower shall repay the full amount of the loan indicated in the Agreement and pay interests on the loan no later than on December 31, 2020";

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

On agenda item 22:

To set the price (monetary value) of the asset, which is the subject of the related party transaction between RBC PJSC (the Borrower) and SpaceWeb LLC (the Lender) - Supplementary Agreement No. 2 to Loan Agreement No. 69-1507/3 dated July 2, 2015 (hereinafter the Supplementary Agreement), as stipulated in the Supplementary Agreement, in particular:

The Borrower shall repay the Lender a RUB 7,500,000 (seven million five hundred thousand ruble) loan (without VAT) no later than on December 31, 2020 with interests at the rate of 12% (twelve percent)."

On agenda item 23:

To approve a related party transaction between RBC PJSC (the Borrower) and SpaceWeb LLC (the Lender) - Supplementary Agreement No. 2 to Loan Agreement No. 69-1507/3 dated July 2, 2015 (hereinafter Supplementary Agreement) in accordance with which clauses 1.1, 1.4, and 2.3 of the Agreement shall read as follows:

«1.1. Pursuant to the Agreement the Lender shall provide the Borrower with a RUB 7,500,000 (seven million five hundred thousand ruble) loan (hereinafter the Loan Amount) (without VAT) (hereinafter the Loan Amount) (without VAT) until December 31, 2020 and the Borrower shall repay the said loan by the deadline stipulated in the Agreement and pay interests set out in the Agreement."

1.4. The loan shall mature on December 31, 2020.

2.3. The Borrower shall repay the full amount of the loan indicated in the Agreement and pay interests on the loan no later than on December 31, 2020";

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

On agenda item 24:

To approve a transaction between RBC PJSC (the Borrower) and SpaceWeb LLC (the Lender) - Supplementary Agreement No. 2 to Loan Agreement No. 69-1507/3 dated July 2, 2015 (hereinafter Supplementary Agreement) in accordance with which clauses 1.1, 1.4, and 2.3 of the Agreement shall read as follows:

«1.1. Pursuant to the Agreement the Lender shall provide the Borrower with a RUB 7,500,000 (seven million

five hundred thousand ruble) loan (hereinafter the Loan Amount) (without VAT) until December 31, 2020 and the Borrower shall repay the said loan by the deadline stipulated in the Agreement and pay interests set out in the Agreement."

1.4. The loan shall mature on December 31, 2020.

2.3. The Borrower shall repay the full amount of the loan indicated in the Agreement and pay interests on the loan no later than on December 31, 2020";

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

On agenda item 25:

To set the price (monetary value) of the asset, which is the subject of a related party transaction between RBC PJSC (the Lender) and Technosoft LLC (the Borrower) - Supplementary Agreement No. 1 to Loan Agreement No. 69-1512/8 dated December 24, 2015 (hereinafter the Supplementary Agreement) as stipulated in the Supplementary Agreement, in particular:

The Borrower shall repay the Lender a RUB 10,000,000 (ten million ruble) loan (without VAT) no later than on December 31, 2022 with interests at the rate of 12 % (eight percent)."

On agenda item 26:

To approve a related party transaction between RBC PJSC (the Lender) and Technosoft LLC (the Borrower) - Supplementary Agreement No. 2 to Agreement No. 69-1507/3 dated July 2, 2015 (hereinafter the Supplementary Agreement) in accordance with which clause 2.2 of the Agreement shall read as follows:

«2.2. The Borrower shall repay the Lender the loan amount indicated in clause 1.1 of the Agreement with interests at the rate of 12% (twelve percent) no later than on December 31, 2022."

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

On agenda item 27:

To approve a transaction between RBC PJSC (the Lender) and Technosoft LLC (the Borrower) - Supplementary Agreement No. 2 to Agreement No. 69-1507/3 dated July 2, 2015 (hereinafter Supplementary Agreement) in accordance with which clause 2.2 of the Agreement shall read as follows:

«2.2. The Borrower shall repay the Lender the loan amount indicated in clause 1.1 of the Agreement with interests at the rate of 12% (twelve percent) no later than on December 31, 2022."

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

On agenda item 28:

To set the price (monetary value) of the asset, which is the subject of related party transaction between RBC PJSC (the Borrower) and Trilogy Incorporated (the Lender) - Supplementary Agreement No. 1 dated August 2, 2016 to Loan Agreement dated July 21, 2015 (hereinafter the Supplementary Agreement) as stipulated in the Supplementary Agreement, in particular:

The Borrower shall repay the Lender a USD 3,500,000 (three million five hundred thousand US dollar) loan no later than on July 27, 2017 with interests at the rate of 10% (ten percent)."

On agenda item 29:

To approve a related party transaction between RBC PJSC (the Borrower) and Trilogy Incorporated (the Lender) - Supplementary Agreement No. 1 dated August 2, 2016 to Loan Agreement dated July 21, 2015 (hereinafter the Agreement), in accordance with which clauses 2.2 and 2.4 of the Agreement shall read as follows:

«2.2. The Borrower shall repay the Lender the loan amount indicated in clause 1.1 of the Agreement with interests at the rate of 10% (ten percent) no later than on July 21, 2017."

«2.4. The Borrower shall be entitled to pay the Lender the interests on the loan on the date of the repayment of the principal or its part or ahead of schedule in one or several installments at the Borrower's discretion, provided that the Borrower repays the entire interests due under the Agreement no later than the maturity date of the loan."

The Supplementary Agreement shall take effect immediately upon its signing by the Parties and shall have effect on the relations between the Parties from July 21, 2016.

On agenda item 30:

To approve a transaction between RBC PJSC (the Borrower) and Trilogy Incorporated (the Lender) - Supplementary Agreement No. 1 dated August 2, 2016 to Loan Agreement dated July 21, 2015 (hereinafter the Agreement), in accordance with which clauses 2.2 and 2.4 of the Agreement shall read as follows:

«2.2. The Borrower shall repay the Lender the loan amount indicated in clause 1.1 of the Agreement with interests at the rate of 10% (ten percent) no later than on July 21, 2017."

«2.4. The Borrower shall be entitled to pay the Lender the interests on the loan on the date of the repayment of the principal or its part or ahead of schedule in one or several installments at the Borrower's discretion, provided that the Borrower repays the entire interests due under the Agreement no later than the maturity date of the loan."

The Supplementary Agreement shall take effect immediately upon its signing by the Parties and shall have effect on the relations between the Parties from July 21, 2016.

2.4. The date of the meeting of the Issuer's Board of Directors (Supervisory Council) at which the relevant

resolutions were passed: **September 12, 2016.**

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 95 dated September 12, 2016.**

3. Signature

3.1. Attorney-in-Fact

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

(signature)

Igor Selivanov

3.2. Date ____ September 12 , 2016

Seal