

**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	<b>Public Joint-Stock Company "RBC"</b>
1.2. Issuer's short corporate name	<b>PJSC "RBC"</b>
1.3. Issuer's location	<b>Moscow</b>
1.4. Issuer's primary state registration number (OGRN)	<b>1057746899572</b>
1.5. Issuer's TIN	<b>7728547955</b>
1.6. Issuer's unique code assigned by the registration authority	<b>56413-N</b>
1.7. Address of the website used by the issuer to disclose information	<a href="http://www.e-disclosure.ru/portal/company.aspx?id=24832">http://www.e-disclosure.ru/portal/company.aspx?id=24832</a> <a href="http://rbcholding.ru/filings.shtml">http://rbcholding.ru/filings.shtml</a>
1.8. Date of the event (material fact), about which the notice was drawn up (if appropriate)	<b>September 27, 2018.</b>
2. Contents of the notice	
<p>2.1. Quorum of the Issuer's Board of Directors (Supervisory Council) meeting: <b><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 is authorized to pass resolutions on all agenda items of the meeting. The Company received ballot sheets from 7 out of 7 members of the Board of Directors within the established deadline.</i></b></p> <p>2.2. Results of voting on agenda items: <b><i>On all agenda items:</i></b> 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 Issuer's Board of Directors: <b><i>On agenda item 1:</i></b> To approve a transaction between PJSC "RBC" (the Borrower) and "Registrar R01" LLC (the Lender) - Supplementary Agreement No. 1 to Loan Agreement No. 69-1610/5- dated 25.10.2016 (hereinafter, the "Loan Agreement") in accordance with which the Parties have agreed to reword Clause 2.1 of the Loan Agreement to read as follows: "2.1. The Lender shall transfer to the Borrower's settlement account indicated in Clause 9 hereof the Loan Amount in several tranches, the size and transfer dates of which shall be agreed by the Parties in respective forms which shall be integral parts of the Loan Agreement. The last tranche shall be transferred by the Lender no later than December 31, 2019." The Supplementary Agreement shall take effect immediately upon its signing by the Parties. <b><i>On agenda item 2:</i></b> To approve a transaction between PJSC "RBC" (the Borrower) and "CONCORDE" LLC (the Lender) - Supplementary Agreement No. 1 to Loan Agreement No. 69-1610/3- dated 25.10.2016 (hereinafter, the "Loan Agreement") in accordance with which the Parties have agreed to reword Clause 2.1 of the Loan Agreement to read as follows: "2.1. The Lender shall transfer to the Borrower's settlement account indicated in Clause 9 hereof the Loan Amount in several tranches, the size and transfer dates of which shall be agreed by the Parties in respective forms which shall be integral parts of the Loan Agreement. The last tranche shall be transferred by the Lender no later than December 31, 2019." The Supplementary Agreement shall take effect immediately upon its signing by the Parties. <b><i>On agenda item 3:</i></b> To approve a transaction to be entered into by PJSC "RBC's" subsidiary, in which PJSC "RBC" holds indirectly more than 2% (two percent) participatory interest in the authorized capital – Supplementary Agreement No. 1 to Loan Agreement No. 69-1610/5- dated 25.10.2016 (hereinafter, the "Loan Agreement") between "Registrar R01" LLC (the Lender) and PJSC "RBC" (the Borrower) in accordance with which the Parties have agreed to reword Clause 2.1 of the Loan Agreement to read as follows: "2.1. The Lender shall transfer to the Borrower's settlement account indicated in Clause 9 hereof the Loan Amount in several tranches, the size and transfer dates of which shall be agreed by the Parties in respective forms which shall be integral parts of the Loan Agreement. The last tranche shall be transferred by the Lender no later than December 31, 2019." The Supplementary Agreement shall take effect immediately upon its signing by the Parties. <b><i>On agenda item 4:</i></b></p>	

To approve a transaction to be entered into by PJSC "RBC's" subsidiary, in which PJSC "RBC" holds indirectly more than 2% (two percent) participatory interest in the authorized capital – Supplementary Agreement No. 1 to Loan Agreement No. 69-1610/3- dated 25.10.2016 (hereinafter, the "Loan Agreement") between "CONCORDE" LLC (the Lender) and PJSC "RBC" (the Borrower) in accordance with which the Parties have agreed to reword Clause 2.1 of the Loan Agreement to read as follows:

"2.1. The Lender shall transfer to the Borrower's settlement account indicated in Clause 9 hereof the Loan Amount in several tranches, the size and transfer dates of which shall be agreed by the Parties in respective forms which shall be integral parts of the Loan Agreement. The last tranche shall be transferred by the Lender no later than December 31, 2019."

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

***On agenda item 5:***

To approve a transaction to be entered into by PJSC "RBC's" subsidiaries, in which PJSC "RBC" holds directly or indirectly more than 2% (two percent) participatory interest in the authorized capital – Supplementary Agreement No. 2 to Loan Agreement No. 71-1703/45- dated 27.03.2017 (hereinafter, the "Loan Agreement") between BusinessPress LLC (the Borrower) and GMS LLC (the Lender) in accordance with which the Parties have agreed to amend the procedure for loan amount provision and repayment and to reword Clauses 2.1 and 2.2. of the Loan Agreement to read as follows:

"2.1. The Lender shall transfer to the Borrower's bank account the loan amount indicated in Clause 1.1 of the Loan Agreement in several tranches no later than December 31, 2019."

2.2. The Borrower shall repay the loan amount indicated in Clause 1.1 of the Loan Agreement with interest calculated based on the rate of 9% (nine percent) per annum to the Lender no later than June 30, 2022."

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

***On agenda item 6:***

To approve a transaction to be entered into by PJSC "RBC's" subsidiaries, in which PJSC "RBC" holds directly or indirectly more than 2% (two percent) participatory interest in the authorized capital – Supplementary Agreement No. 3 to Loan Agreement No. 71-1703/62- dated 23.03.2017 (hereinafter, the "Loan Agreement") between CNews.ru LLC (the Borrower) and GMS LLC (the Lender) in accordance with which the Parties have agreed to reword Clause 2.1 of the Loan Agreement to read as follows:

"2.1. The Lender shall transfer to the Borrower's bank account the loan amount indicated in Clause 1.1 of the Loan Agreement by December 31, 2019."

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

***On agenda item 7:***

To approve a transaction to be entered into by PJSC "RBC's" subsidiaries, in which PJSC "RBC" holds directly or indirectly more than 2% (two percent) of voting shares and more than 2% (two percent) participatory interest in the authorized capital - Supplementary Agreement No. 2 to Loan Agreement No. 71-1704/67- dated 26.04.2017 (hereinafter, the "Loan Agreement") between JSC "RU-CENTER" (the Lender) and GMS LLC (the Borrower) in accordance with which the Parties have agreed to reword Clause 2.1. of the Loan Agreement to read as follows:

"2.1. The Lender shall transfer to the Borrower's settlement account indicated in Clause 9 hereof the Loan Amount in several tranches, the size and transfer dates of which shall be agreed by the Parties in respective forms which shall be integral parts of the Loan Agreement. The last tranche shall be transferred by the Lender no later than December 31, 2019."

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

***On agenda item 8:***

To approve the resolution of the sole member of GMS LLC — PJSC "RBC" with the following wording: "To approve the new eighth edition of GMS LLC's Articles of Association according to the presented draft."

***On agenda item 9:***

To approve the following resolutions of RU-CENTER Group LLC, the sole shareholder of JSC "RU-CENTER," in which PJSC "RBC" holds indirectly more than 2% (two percent) of voting shares:

- To approve JSC "RU-CENTER's" participation in RU-CENTER Group LLC (OGRN 1147746577164; TIN 7734725081; address: Moscow) by concluding a Purchase and Sale Agreement with JSC RU CENTER INTERNATIONAL LIMITED in respect of a part of participatory interest in the authorized capital of RU-CENTER Group LLC in the amount of 1% (one percent) with the nominal value of RUB 9,362,983.94 (nine million three hundred sixty two thousand nine hundred eighty three and 94/100 rubles) at a price of RUB 9,362,983.94 (nine million three hundred sixty two thousand nine hundred eighty three and 94/100 rubles).
- To approve a transaction between JSC "RU-CENTER" (the Purchaser) and JSC RU CENTER INTERNATIONAL LIMITED (the Seller) – Purchase and Sale Agreement in respect of a part of the participatory interest in the authorized capital of RU-CENTER Group LLC (OGRN 1147746577164; TIN 7734725081; address: Moscow) in accordance with which JSC RU CENTER INTERNATIONAL LIMITED shall sell to JSC "RU-CENTER" a part of the participatory interest in the authorized capital of RU-CENTER Group LLC in the amount of 1% (one percent) with the nominal value of RUB 9,362,983.94 (nine million three hundred sixty two thousand nine hundred eighty three and 94/100 rubles) at a price of

RUB 9,362,983.94 (nine million three hundred sixty two thousand nine hundred eighty three and 94/100 rubles).

**On agenda item 10:**

To approve the following resolutions of RU-CENTER Group LLC, the sole participant of "CONCORDE" LLC, in which PJSC "RBC" holds indirectly more than 2% (two percent) participatory interest in the authorized capital:

- To reorganize "CONCORDE" LLC by means of its merger with RU-CENTER Group LLC (OGRN 1147746577164; TIN 7734725081; address: Moscow).
- To terminate "CONCORDE" LLC's participation in "SpaceWeb" LLC (OGRN 1077847311992; TIN 7813376370; address: St. Petersburg) as part of reorganization of "CONCORDE" LLC by means of its merger with RU-CENTER Group LLC (OGRN 1147746577164; TIN 7734725081; address: Moscow) as a result of which all "CONCORDE" LLC's rights and obligations, including the property right to 100% (one hundred percent) participatory interest in the authorized capital of "SpaceWeb" LLC with the nominal value of RUB 10,000 (ten thousand rubles), shall be transferred to RU-CENTER Group LLC, effective from the date of termination of "CONCORDE" LLC's operation.

**On agenda item 11:**

To approve resolutions of JSC RU CENTER INTERNATIONAL LIMITED, the sole participant of RU-CENTER Group LLC, in which PJSC "RBC" holds indirectly more than 2% (two percent) participatory interest in the authorized capital:

- To reorganize RU-CENTER Group LLC by means of its merger with "CONCORDE" LLC (OGRN 1037843015330; TIN 7825444835; address: St. Petersburg).
- To approve RU-CENTER Group LLC's participation in "SpaceWeb" LLC (OGRN 1077847311992; TIN 7813376370; address: St. Petersburg) as part of reorganization of RU-CENTER Group LLC by means of its merger with "CONCORDE" LLC (OGRN 1037843015330; TIN 7825444835; address: St. Petersburg) as a result of which all "CONCORDE" LLC's rights and obligations, including the property right to 100% (one hundred percent) participatory interest in the authorized capital of "SpaceWeb" LLC with the nominal value of RUB 10,000 (ten thousand rubles), shall be transferred to RU-CENTER Group LLC, effective from the date of termination of "CONCORDE" LLC's operation.

2.4. The date of the meeting of the Issuer's Board of Directors (Supervisory Council) at which the relevant resolution was passed: **September 27, 2018.**

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 119 dated September 28, 2018.**

3. Signature

3.1. Attorney-in-Fact

(Power of Attorney No. 445/17/rbk dated 26.12.2017)

Igor Selivanov

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(signature)

3.2. Date      \_\_\_  September 28,  2018

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