

**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	Public Joint Stock Company "RBC"
1.2. Issuer's short corporate name	PJSC "RBC"
1.3. Issuer's location	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
1.8. Date of the event (material fact) about which the notice was drawn up (if applicable)	December 18, 2020
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 the 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. 7 out of 7 members of the Board of Directors participated in the Board of Directors' meeting.</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, Vadim Medvedev, Yuri Shumilov, 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 <i>On agenda item 1:</i> To approve a transaction between PJSC "RBC" (the Lender) and Pintoleza Holdings Limited (the Obligor) – Supplementary Agreement No. 1 to Agreement No. 1 dated 05.11.2020 to Agreement No. 1 on Discharge of Obligation by Novation dated 07.02.2020 to Agreement No. 69-1405/5- dated 31.05.2014 (hereinafter, the "Supplementary Agreement") on material terms stipulated in draft Supplementary Agreement (Schedule No. 1 hereto). <i>On agenda item 2:</i> To approve a transaction between PJSC "RBC" (the Lender) and Pintoleza Holdings Limited (the Obligor) – Supplementary Agreement No. 1 to Agreement No. 2 on Discharge of Obligation by Novation dated 07.02.2020 to Agreement No. 69-1405/5- dated 31.05.2014 (hereinafter, the "Supplementary Agreement") on material terms stipulated in draft Supplementary Agreement (Schedule No. 2 hereto). <i>On agenda item 3:</i> To approve a transaction between PJSC "RBC" (the Lender) and Pintoleza Holdings Limited (the Obligor) – Supplementary Agreement No. 1 to Agreement No. 2 dated 05.11.2020 to Agreement No. 1 on Discharge of Obligation by Novation dated 07.02.2020 to Agreement No. 69-1405/5- dated 31.05.2014 (hereinafter, the "Supplementary Agreement") on material terms stipulated in draft Supplementary Agreement (Schedule No. 3 hereto). <i>On agenda item 4:</i> To approve a transaction between PJSC "RBC" (the Lessee) and JSC "NIIAA" (the Lessor) – Supplementary Agreement No. 2 dated 30.09.2020 (hereinafter, the "Supplementary Agreement") to Lease Agreement No. D-424/32fpe dated 18.12.2017 (hereinafter, the "Agreement"), in accordance with which the Parties have agreed: 1. To amend the Lease Agreement No. D-424/32fpe dated 18.12.2017 as follows: 1.1. Due to the reduction of the area of leased premises transferred to the Lessee under the Acceptance Statement, to reword the first paragraph of Clause 1.1. of the Agreement to read as follows: "In the manner and on the terms and conditions stipulated herein, the Lessor shall transfer to the Lessee and the Lessee shall accept for temporary possession and use (lease) non-residential premises with a total area of 656.9 sq.m. located at: 78 Profsoyuznaya St., building 1, Moscow 117393 (hereinafter, the "Property"). 1.2. To reword Clause 3.1. of the Agreement to read as follows: "The rent amount shall consist of a fixed payment (fixed part) of RUB 661,242.11 (six hundred sixty one thousand two hundred forty two and 11/100 rubles) per month, including a 20% VAT of RUB 110,207.02 (one hundred ten thousand two hundred seven and 02/100 rubles), and a variable payment (variable part) equal to the cost of utility services: heating, water supply, sewerage, and electricity consumed by the Lessee during the said period. The amount of the variable payment shall be specified in a bill to be issued by the Lessor and to include the Lessor's calculations based on the meter reading (electricity, gas, water) statements signed by the Parties as of the 1st day of each month and tariffs of the respective supplier. (As an alternative to meter readings, calculations of the variable part may represent the percentage of all utility services consumed by the building/facility)." 1.3. To reword Clause 3.8 of the Agreement to read as follows: "Concurrently with the first fixed payment, the Lessee shall wire to the Lessor's settlement account a security deposit of RUB 661,242.11 (six hundred sixty one thousand two hundred forty two and 11/100 rubles). The amount of the security deposit shall be included when calculating the payment for the last month of lease". 1.4. The Parties hereby agree that the difference between the amount of the security deposit indicated in the Agreement dated 18.12.2017 and in this Supplementary Agreement, which is RUB 1,099,770.37 (one million ninety nine thousand seven hundred seventy and 37/100 rubles), shall be offset against the Lessee's obligation to pay the rent amount (fixed and variable payments). 2. To amend Schedule No. 1 to the Agreement according to the wording of the Schedule No. 1 hereto. The Lessee shall register the Supplementary Agreement with the Moscow Department of the Federal Service for State Registration, Cadastre and Cartography, and the Supplementary Agreement shall take effect on the date of such registration and shall apply to the relationship between the Parties, which commenced on October 1, 2020.</p> <p><i>On agenda item 5:</i></p>	

To approve the resolution passed by PJSC "RBC," the sole member of GMS LLC, with the following wording of the resolution:
"1. To approve a transaction between GMS LLC (the "Lender") and Pintoleza Holdings Limited (the "Borrower") – Supplementary Agreement No. 4 to Loan Agreement No. 71-1703/75- dated 29.03.2017 (hereinafter, the "Agreement"), whereby:

1. The Parties agreed to amend Clause 2.3. of the Agreement to read as follows:

"2.3. The Borrower shall be entitled to repay the Loan Amount in advance, in full or in part, whereby the Borrower may determine at its sole discretion the priority of debt repayment, including the priority of principal and interest repayment. Unless otherwise specified by the Borrower when making a payment, the payment shall be deemed made to repay interest and once the interest has been repaid – to pay the principal."

2. The Parties agreed to remove Clause 2.4 from the Agreement.

3. The Parties agreed that the Borrower, within 60 calendar days from the date of signing this Supplementary Agreement, shall repay the debt on the interest accrued on the loan amount, formed as of December 10, 2020.

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

2. To approve a transaction between GMS LLC and Pintoleza Holdings Limited – Loan Agreement No. 71-2011/47 (hereinafter, the "Agreement") on the following material terms:

Parties to the Agreement:

GMS LLC (the Lender) and Pintoleza Holdings Limited (the Borrower).

Subject of the Agreement:

The Lender shall grant the Borrower a loan, and the Borrower shall repay the said loan within the time frame specified in the Agreement.

Amount of the Agreement:

RUB 850,000,000.00 (eight hundred fifty million and 00/100 rubles); Interest for using the loan shall not be charged or payable.

The Borrower shall repay the loan amount no later than 31.12.2023.

The Agreement shall take effect immediately upon loan provision and remain in effect until the Parties have discharged their obligations in full."

3. To approve a transaction between GMS LLC and JSC "RU-CENTER" – Loan Agreement No. 71-2011/50 (hereinafter, the "Agreement") on the following material terms:

Parties to the Agreement:

GMS LLC (the Borrower) and JSC "RU-CENTER" (the Lender).

Subject of the Agreement:

The Lender shall grant the Borrower a loan, and the Borrower shall repay the said loan within the time frame specified in the Agreement.

Amount of the Agreement:

RUB 850,000,000.00 (eight hundred fifty million and 00/100 rubles); Interest for using the loan shall not be charged or payable.

The Borrower shall repay the loan amount no later than 31.12.2023.

The Agreement shall take effect immediately upon its signing by the Parties and remain in effect until the Parties have discharged their obligations in full."

On agenda item 6:

To approve PJSC "RBC's" vote "FOR" on the resolution by RU-CENTER Group LLC, the sole shareholder of JSC "RU-CENTER," in which PJSC "RBC" holds indirectly more than 2% (two percent) of the authorized capital, with the following wording:

"To approve a transaction between GMS LLC and JSC "RU-CENTER" – Loan Agreement No. 71-2011/50 (hereinafter, the "Agreement") on the following material terms:

Parties to the Agreement:

JSC "RU-CENTER" (the "Lender") and GMS LLC (the "Borrower").

Subject of the Agreement:

The Lender shall grant the Borrower a loan, and the Borrower shall repay the said loan within the time frame specified in the Agreement.

Amount of the Agreement:

RUB 850,000,000.00 (eight hundred fifty million and 00/100 rubles); Interest for using the loan shall not be charged or payable.

The Borrower shall repay the loan amount no later than 31.12.2023.

The Agreement shall take effect immediately upon its signing by the Parties and remain in effect until the Parties have discharged their obligations in full."

On agenda item 7:

To approve PJSC "RBC's" vote "FOR" at the extraordinary General Meeting of Members of "Registrar R01" LLC, in which PJSC "RBC" holds indirectly more than 2% (two percent) of the authorized capital:

On agenda item "On approval of a new edition of "Registrar R01" LLC's Articles of Association,"

with the following wording of the resolution: "To approve the third edition of "Registrar R01" LLC's Articles of Association according to the presented draft."

On agenda item 8:

To consent to PJSC "RBC's" General Director Nikolay Molibog's concurrent holding of the position of a member of JSC "RBK Online's" Board of Directors.

2.4. The date of the meeting of the Issuer's Board of Directors (Supervisory Council) at which the respective resolutions were passed:

December 17, 2020

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. 167 dated December 18, 2020**

3. Signature

3.1. General Director

(signature)

Nikolay Molibog

3.2. Date

December 18, 2020

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