

Notice of the material fact
on specific resolutions passed by the board of directors of the issuer.
Disclosure of insider information

1. General information	
1.1. Full corporate name of the issuer:	Public Joint-Stock Company "AVTOVAZ
1.2. Short corporate name of the issuer:	PJSC "AVTOVAZ"
1.3. Address of the issuer:	36 Yuzhnoe Shosse, city of Togliatti, Samara region, 445024, Russian Federation.
1.4. Issuer's state reg. No.:	1026301983113
1.5. Issuer's TIN:	6320002223
1.6. Issuer's unique number assigned by the registering authority:	00002-A
1.7. Web page used by the Issuer to disclose the information:	www.lada.ru ; http://disclosure.skrin.ru/disclosure/6320002223

2. Contents of the notice:	
<p>2.1. Quorum for the meeting of the board of directors of the issuer: <i>14 out of 15 members of the board of directors of PJSC "AVTOVAZ" took part in the meeting of the board of directors on the below matters. The quorum is met.</i></p>	
<p>2.2. Contents of the resolution passed by the board of directors and the voting results on the accepted items:</p> <p><i>Regarding item No. 1 On approval of Loan Agreement No. 901802 between the Company and Renault Finance S.A. pursuant to Article 15.1.2.32 the Company's charter</i> <i>The passed resolution constitutes the confidential information of the Company.</i></p> <p>Voting results: FOR - <i>14 votes</i>; AGAINST - <i>none</i>; ABSTAIN - <i>none</i>.</p> <p><i>Regarding item No. 2 On approval of Loan Agreement No. 01QK0L on the Opening of a Revolving Loan Facility between the Company and JSC "ALFA-BANK" pursuant to Articles 15.1.2.32 and 15.1.2.34 of the charter of PJSC "AVTOVAZ".</i> <i>Passed resolution: approve the conclusion of Loan Agreement No. 01QK0L on the Opening of a Revolving Loan Facility between the Company (the Borrower) and JSC "ALFA-BANK" (the Lender) pursuant to Articles 15.1.2.32 and 15.1.2.34 on the following material terms and conditions:</i></p> <p><i>Subject of the Agreement:</i> The Lender undertakes, on the terms and conditions stipulated in this Agreement, to provide the Borrower with the cash in Russian rubles (hereinafter the "Loans") in the form of a revolving loan facility with a debt limit (hereinafter the "Loan Facility"), and the Borrower undertakes to repay the Loans and to pay interest for the use of the Loans, and to make other payments to the Lender provided for in this Agreement.</p> <p>The Loans may be provided to the Borrower during the term of the Loan Facility until 31 March 2021. (hereinafter also the "Drawdown Period"). After the expiry of the Drawdown Period, the Loans shall not be provided to the Borrower.</p> <p>The currency of the Loans shall be Russian rubles.</p> <p>The Loans shall be provided on the basis of the Borrower's application (offer) accepted by the Lender.</p> <p>The Loans shall be provided within the free available balance of the Loan Facility limit. The free available balance of the debt limit shall be defined as the difference between the established debt limit on any day of the validity period of the Loan Facility and the amount of actual debt under the Loans as of the current date.</p>	

The maturity of the Loans shall be established by the relevant applications (offers). The Borrower shall repay all Loans received under the Agreement not later than the expiry date of the Loan Facility (inclusive).

The parties may agree in the application (offer) on the repayment of the relevant Loan by installments (with a repayment schedule).

The Loans shall be provided if there are no overdue debts on interest and other due payments provided for by the Agreement.

Debt limit: Debt Limit shall mean the maximum amount of the Borrower's aggregate debt under the Loans on any day of the validity period of the Loan Facility.

The limit of loan under the Loan Facility is 7,000,000,000.00 (seven billion) Russian rubles.

Loan rate: For the use of each Loan, the Borrower shall pay interest to the Lender at the rate established by the relevant application (offer), but not more than 9% (nine percent) per annum.

The Borrower shall pay the interest on a monthly basis on the 25th day of each month.

The Interest shall be paid for the actual number of the days of use of the Loans or part of the Loans, with the year equal to 365 or 366 days in accordance with the actual number of calendar days in a year.

The last payment of interest shall be made on the date of repayment of the debt for each Loan.

Penalties/ fines: In the event of the late repayment of the Loans, including, the Lender shall be entitled to charge the penalty to the Borrower in the amount of doubled key rate of the Bank of Russia valid on the date for which the penalty is being charged. The penalty shall be charged before the date of the transfer of the full Loan amount to the Lender's account, including that date.

In the event of the late repayment of the interests and/or commission fees (if the commission fees shall be paid under the Agreement), the Lender shall be entitled to charge the penalty to the Borrower in the amount of doubled key rate of the Bank of Russia valid on the date for which the penalty is being charged. The penalty shall be charged before the date of the transfer of the relevant debt amount of the Borrower to the account of the Lender, including that date.

If the Borrower breaches its obligations in respect of the provision of:

- accounting statements,
- information on changes in the composition of the Borrower's governing bodies,
- information on changes in the constituent documents,
- information on changes in the composition of the Borrower's shareholders,
- information on the accounts opened with the credit institutions,
- information on encumbrances of property.

The Lender shall be entitled to request the Borrower to pay the penalties in the amount of 10,000.00 (ten thousand 00/100) Russian rubles for each day of the breach. The Borrower shall be separately liable for each individual case of the violation of the terms and conditions of the Agreement.

Validity term of the Agreement: The Agreement shall come into force upon its execution and shall be valid until the Parties fully execute all of their obligations under this Agreement.

The validity period of the Loan Facility shall be set from the date of signing until 31 March 2021 inclusive.

The Loans within the validity term of the Loan Facility shall be provided for a period not longer than 12 (twelve) months.

The Borrower shall be entitled to early repay the Loans and/or part of the Loan provided according to the applications (offers) to the Agreement. The Borrower shall send to the Lender the written notice of the early repayment 3 (three) business days prior to the date of the suggested early repayment.

In the event that the Loan has a repayment schedule, with early repayment of a part of the Loan, payments on the repayment schedule of the Loan specified in the relevant application (offer) shall be reduced by the amount of the early repayment, starting from the nearest payment date.

In the event of the early repayment of the debt, the interests shall be paid in full on the date of such early repayment.

Voting results:

FOR - 14 votes;

AGAINST - *none*;
ABSTAIN - *none*.

2.4. Date of the meeting of the board of directors of the issuer in which the corresponding resolutions were passed: **25 June 2018**.

2.5. Date and number of the minutes of the board of directors of the issuer in which the corresponding resolutions were passed: **28 June 2018, minutes No. 32/2**.

Head of Control and
Coordination Division of PJSC "AVTOVAZ"

O.V.Tyurin

Date: 29 June 2018.