

**Material Fact**  
**Material transaction executed by the issuer**  
**Statement on insider information**

1. General information	
1.1. Full company name of the issuer (for non-commercial organisations – name)	<i>Public Joint Stock Company “Aeroflot – Russian Airlines”</i>
1.2. Short company name of the issuer	<i>PJSC Aeroflot</i>
1.3. Actual address of the issuer	<i>119002, Moscow, Arbat Str., 10</i>
1.4. PRSN code of the issuer	<i>1027700092661</i>
1.5. TIN code of the issuer	<i>7712040126</i>
1.6. Unique code of the issuer assigned by the registering authority	<i>00010 – A</i>
1.7. Web page used by the issuer to disclose information	<a href="http://ir.aeroflot.com/en/disclosure-of-information/material-facts/">http://ir.aeroflot.com/en/disclosure-of-information/material-facts/</a> <a href="http://disclosure.skrin.ru/disclosure/7712040126">http://disclosure.skrin.ru/disclosure/7712040126</a>

2. Notice content	
2.1. Type of organization which executed the material transaction: <i>issuer.</i>	
2.2. Type of transaction: <i>material transaction which is not major.</i>	
2.3. Subject of the transaction:	
<i>Support Deed between PJSC Aeroflot and J.P Morgan Securities plc and Goldman Sachs International (“Support Deed”) in connection with the Agreement on the Sale of Ordinary Shares of PJSC Aeroflot (Secondary Block Trade Agreement) between Aeroflot-Finance and J.P Morgan Securities plc and Goldman Sachs International (“Sale Agreement”).</i>	
2.4. Content of the transaction, including civil rights and obligations to the establishment, change or termination of which the transaction is directed:	
<ol style="list-style-type: none"> <li>1. <i>PJSC Aeroflot undertakes, among other things, to compensate the Managers, their affiliates and other related persons (“Parties Receiving Reimbursement”) (1) possible costs, fees and damages incurred by the Parties Receiving Reimbursement in connection with the Sales Agreement and Support Deed and in particular (i) as a result of a breach or an alleged breach by Aeroflot-Finance or PJSC Aeroflot of representations, warranties or obligations contained in the Sales Agreement and the Support Deed, or (ii) in connection with the fulfilment of obligations by the Parties Receiving Reimbursement under the Sales Agreement and Support Deed, and (2) possible legal costs and expenses incurred by the Parties Receiving Compensation as a result of legal claims or proceedings;</i></li> <li>2. <i>PJSC Aeroflot provides Representations and Warranties to the Managers in cases which concern, in particular (i) the authority of PJSC Aeroflot in the conclusion of the Support Deed and other related agreements and documents, (ii) the legal status of PJSC Aeroflot (iii) obtaining the necessary approvals for the transaction from PJSC Aeroflot, (iv) financial records of PJSC Aeroflot, (v) completeness and reliability of information disclosed by PJSC Aeroflot, (vi) the business of PJSC Aeroflot and its affiliates, as well as other issues related to PJSC Aeroflot, its affiliates and the Sales Agreement;</i></li> <li>3. <i>PJSC Aeroflot undertakes that neither PJSC Aeroflot, nor its controlled entities or other related parties execute any transactions related to the sale or possible sale of PJSC Aeroflot shares, or other related-party transactions within 90 days after payment has been made to the Managers for</i></li> </ol>	

*the shares sold under the Sales Agreement.*

2.5. Term of fulfillment of obligations under the transaction, parties and beneficiaries of the transaction, amount of the transaction in money terms and per cent of the value of the issuer's assets:

Term of fulfilment of obligations under the transaction: *until obligations have been fulfilled in full.*

Parties of the transaction: *PJSC Aeroflot and J.P Morgan Securities plc and Goldman Sachs International ("Managers").*

Amount of the transaction in money terms (aggregate amount of assets that shall be disposed of by PJSC Aeroflot as a result of fulfillment of obligations under the Support Deed): *may exceed USD 100,000,000 (one hundred million US dollars) (or the equivalent of this amount), but shall not exceed RUB 50,000,000 000 (fifty billion roubles), which represents 23% of total value of assets of PJSC Aeroflot as of June 30, 2017.*

2.6. Value of the issuer's assets as of the last date of the accounting period preceding the transaction (date of the contract): *RUB 213 368 414 as of 30.06.2017.*

2.7 Date of transaction (date of the contract): *19 September 2017.*

2.8 Information on the approval of the transaction if the transaction was approved by the issuer's authority: *The transaction was approved by the Board of Directors of PJSC Aeroflot on 18 September 2017 (minutes No. 2 of September 18, 2017).*

3. Signature

3.1. Head of Shareholder Communications and Information Disclosure at the Corporate Governance Department

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(signature)

S.E. Denisenko

3.2. Date «20» September 2017

Stamp