

**MATERIAL FACT STATEMENT
ON CERTAIN DECISIONS OF ISSUER'S BOARD OF DIRECTORS (SUPERVISORY BOARD)**

1. General information	
1.1. Full legal name of issuer	Open Joint Stock Company Gazprom
1.2. Short legal name of issuer	JSC Gazprom
1.3. Address of issuer	16 Nametkina St., Moscow, Russian Federation
1.4. OGRN (Primary State Registration Number) of issuer	1027700070518
1.5. INN (Taxpayer Identification Number) of issuer	7736050003
1.6. Unique issuer code assigned by registering authority	00028-A
1.7. Internet pages used by issuer to disclose information	www.gazprom.ru; www.e-disclosure.ru/PORTAL/company.aspx?id=934

2. Contents of Statement	
On approval or follow-up ratification of transactions considered by Russian law as major transactions and (or) related-party transactions	
<p>2.1. Quorum of Gazprom Board of Directors meeting and voting results on decision-making issues: 10 out of 11 elected Board of Directors' Members took part in meeting in absentia and submitted voting ballots, quorum recorded as present.</p> <p>Voting results on meeting agenda: On approval of transaction with South Stream Transport B.V.: In favor – 10 votes, Against – 0 votes, Abstentions – 0 votes.</p>	
<p>2.2. Contents of decision made by issuer's Board of Directors: According to Article 77, Chapter 11 of Federal Law on Joint Stock Companies and clause 34.1, Article 34 of Gazprom's Articles of Association, Gazprom Board of Directors resolved:</p>	
<p>1. To determine that, based on market value, price of property (funds) acquired by Gazprom under loan agreement with South Stream Transport B.V. shall be 3.98% per annum of loan amount extended to South Stream Transport B.V..</p>	
<p>2. To ratify conclusion of loan agreement between Gazprom and South Stream Transport B.V. as related-party transaction under terms listed in Appendix to Board of Directors' Decision.</p>	

Basic terms of loan agreement

Parties:	Gazprom South Stream Transport B.V.
Subject	Gazprom shall extend to South Stream Transport B.V. amount (amounts) totally not exceeding EUR 2,142,780,000 (Two billion one hundred and forty-two million seven hundred and eighty thousand) (hereinafter referred to as limited loan amount), and South Stream Transport B.V. undertakes to repay extended loan amount in full (hereinafter referred to as principal debt) and pay interest for use of loan funds (hereinafter referred to as interest) according to procedure and within time stipulated by agreement.
Purpose of loan	Funds extended by Gazprom shall be used by South Stream Transport B.V. to finance its working capital.
Interest for use of loan funds	Gazprom shall accrue interest monthly at rate of 3.98% per annum of amount of indebtedness under principal debt. Interest rate can be changed subject to written agreement between parties.
Loan maturity	South Stream Transport B.V. undertakes to repay principal debt on or before December 30, 2023 by transfer of funds to settlement account of Gazprom.
Responsibilities of parties	For failure to comply with term of repayment of principal debt and/or term of interest payment Gazprom shall be entitled to claim from South Stream Transport B.V. payment of penalty at rate of

	0.01% of amount of delayed funds for each calendar day of delay.
Effective date and term of agreement	Agreement shall become effective upon Gazprom's transfer of first loan tranche, and shall remain valid until parties fully fulfill their obligations under agreement.

2.3. Date of Gazprom's Board of Directors meeting where corresponding decision was made: May 31, 2018 (date of ballots submission).

2.4. Date of compilation and number of minutes of Gazprom's Board of Directors meeting where corresponding decision was made: No. 1200 dated June 1, 2018.

3. Signature		
3.1. Member of Management Committee, Department Head, Gazprom (acting under power of attorney No. 01/04/04-121д, dated February 26, 2018)		Sergey Prozorov
	(signature)	
3.2. Date	June 1, 2018	L.S.