

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

1. General information	
1.1. Full legal name of issuer	<i>Public Joint Stock Company Gazprom</i>
1.2. Short legal name of issuer	<i>PJSC Gazprom</i>
1.3. Address of issuer	<i>Moscow, Russian Federation</i>
1.4. OGRN (Primary State Registration Number) of issuer	<i>1027700070518</i>
1.5. INN (Taxpayer Identification Number) of issuer	<i>7736050003</i>
1.6. Unique issuer code assigned by registering authority	<i>00028-A</i>
1.7. Internet pages used by issuer to disclose information	<i>www.gazprom.ru; www.e-disclosure.ru/PORTAL/company.aspx?id=934</i>
1.8. Date of event (material fact) which is reflected in statement (if applicable)	<i>September 14, 2018</i>

2. Contents of Statement
<p>On approval or follow-up approval of transactions considered by Russian law as major transactions and (or) related-party transactions</p>
<p>2.1. Quorum of Gazprom Board of Directors meeting and voting results on decision making issues: meeting in absentia, 10 out of 10 Board of Directors Members entitled to making decision submitted voting ballots, quorum recorded as present. Voting results on agenda item: <b>On follow-up approval of related-party transaction with Sberbank</b> – In favor – 10 votes, Against – 0 votes, Abstentions – 0 votes.</p>
<p>2.2. Content of decision made by issuer's Board of Directors: To approve conclusion of Supplementary Agreement No. 1, dated June 13, 2018, between Gazprom and Sberbank as addition to Credit Facility Agreement No. 5589, dated June 18, 2013, as related-party transaction, on terms and conditions specified in Appendix to Board of Directors' decision.</p>
<p>2.3. Basic terms and conditions of supplementary agreement in line with Appendix to Board of Directors' decision. <b>Parties:</b> Gazprom Sberbank <b>Subject:</b> Making amendments and additions to Agreement with regard to: updating brand names of parties and corporate details of Gazprom; extending validity term of credit facility till June 17, 2023; specifying and supplementing definitions of Agreement terms; supplementing general loan conditions in particular with respect to responsibilities of Gazprom; amending procedure of loan terms and conditions approval (Appendix No. 1); supplementing methods of notice for early repayment of loan; amending interest payment procedure; amending guidelines for considering disputes and exchanging information; amending confirmation form (Appendix No. 2).</p>
<p><b>Responsibilities of Gazprom</b> Gazprom undertakes to provide Sberbank and Bank of Russia representatives with documents (information) upon their request, and also grant access of Sberbank and Bank of Russia representatives to place of business activities, if such documents and access are required for evaluating financial status of</p>

Gazprom or for other purposes stipulated by Russian law.

Information obtained by Sberbank and/or Bank of Russia while exposure to Gazprom's activities shall be considered as restricted information if it contains data constituting commercial, bank, professional or other legally protected secret, which is secured in compliance with Russian law and Bank of Russia regulations, and/or other data of confidential nature.

Gazprom undertakes to ensure provision by individuals, whose personal data is contained in documents it submits to Sberbank, their consent for testing and processing (including automatic processing) of such data by Sberbank in line with requirements of effective Russian law including Federal Law 'On Personal Data' No. 152-FZ dated July 27, 2006.

**Amendments of interest payment procedure**

Interest for using loan shall be paid:

- on date of loan repayment and date(s) of accrued interest payment specified in confirmations exchanged by parties while settling material conditions of respective loan,  
or
- together with repayment of principal debt amount (loan amount) on date of early loan repayment specified in notification under Agreement.

Interest for using loan shall be calculated (accrued) in compliance with requirements of Bank of Russia Regulation 'On Procedure to Determine Revenues, Expenditures and Other Aggregate Income of Credit Institutions' No. 446-P dated December 22, 2014.

**Guidelines for considering disputes**

All disputes and/or discrepancies of parties arising out of Agreement shall be considered by Moscow Arbitration Court.

In order to comply with pre-trial procedure of dispute settlement, required by provisions of Arbitration Procedural Code of Russian Federation, parties determined that term for handling claim by receiving party and for taking measures on pre-trial settlement of such claim (totally) shall be 7 (seven) working days from date of such claim receipt by corresponding party (date, when claim is deemed to be received by party under Russian law).

**Entry of supplementary agreement into force:**

Supplementary agreement enters into force from date of its signing.

2.4. Date of Gazprom Board of Directors meeting where corresponding decision was made: **September 13, 2018** (*date of submitting filled out voting ballots by Members of issuer's Board of Directors*).

2.4. Date of compilation and number of minutes of Gazprom Board of Directors meeting where corresponding decision was made: **Minutes No. 1213, dated September 14, 2018.**

3. Signature			
3.1. Deputy Department Head, Gazprom (acting under power of attorney No. 01/04/04-49Д, dated January 24, 2018)			Alexey Rodin
		(signature)	
3.2. Date	September	14, 2018	L.S.