

**MATERIAL FACT STATEMENT
ON CONCLUSION OF RELATED-PARTY TRANSACTION BY ISSUER**

1. General information	
1.1. Full legal name of issuer	Public Joint Stock Company Gazprom
1.2. Short legal name of issuer	PJSC Gazprom
1.3. Address of issuer	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.edisclosure.ru/PORTAL/company.aspx?id=934
1.8. Date of event (material fact) which is reflected in statement (if applicable)	December 28, 2018

2. Contents of Statement	
2.1. Category of transaction: related-party transaction.	
2.2. Type and subject of transaction: related-party (guarantee) transaction with Intesa Sanpaolo Bank Luxembourg.	
2.3. Contents of transaction including civil rights and obligations to be established, modified or terminated by means of transaction: Gazprom shall, unconditionally and irrevocably, guarantee to Intesa Sanpaolo Bank Luxembourg, Intesa Sanpaolo S.p.A. and Banca IMI S.p.A. London Branch (hereinafter collectively - Financing Parties) that Gazprom Pererabotka Blagoveshchensk performs of all its obligations under loan agreement, with security in form of guarantee between Gazprom Pererabotka Blagoveshchensk and Financing Parties (hereinafter - Loan Agreement), under letter of engagement on payment of commission fees for transaction structuring and letter of engagement on payment of agency commissions (hereinafter collectively – Guarantee Documents); undertake to each Financing Party that, each time Gazprom Pererabotka Blagoveshchensk fails to pay out any amount due under Guarantee Documents, Gazprom shall pay out such amount within timeframes specified in guarantee and upon request of Credit Agent as if Gazprom were main debtor; and agrees on with each Financing Party that, if obligation guaranteed by Gazprom is or becomes unenforceable, void or unlawful, Gazprom shall reimburse, under independent or principal commitment, any expenses, losses or obligations to relevant Financing Party upon its request and within timeframes specified in guarantee, if abovementioned expenses, losses or obligations are caused by failure of Gazprom Pererabotka Blagoveshchensk to pay out any amount payable under credit document as at date when corresponding payment was planned, if it were not for existence of such unenforceability, invalidity or illegality. Amount payable by Gazprom as such compensation will not exceed amount it would have to pay in accordance with guarantee terms, if amount claimed was subject to reimbursement based on guarantee.	
2.4. Deadline for performing obligations under transaction: date when Gazprom Pererabotka Blagoveshchensk made final, unconditional and irrevocable payment of all amounts owed to Financing Parties under Guarantee	

Documents and met all of its payment obligations under Guarantee Documents and full satisfaction of all payment obligations of Gazprom Pererabotka Blagoveshchensk. under Guarantee Documents (through payment made by Gazprom Pererabotka Blagoveshchensk or Gazprom).

2.5. Parties and beneficiaries of transaction: **Gazprom (party to agreement), Intesa Sanpaolo Bank Luxembourg (party to agreement), Gazprom Pererabotka Blagoveshchensk (beneficiary).**

2.6. Value of transaction in monetary terms and as percentage of issuer's assets value: **despite any other provisions of guarantee, Gazprom's maximum liability limit with respect to all amounts is 2,970,000,000 (Two billion, nine hundred and seventy million) euros (226,401,318,000 (Two hundred and twenty-six billion, four hundred and one million, three hundred and eighteen thousand) rubles at exchange rate of 76.2294 RUB/EUR as of September 30, 2018 according to Russian Central Bank, or 1.55% of book value of Gazprom's assets) (excluding penalty interest payable in accordance with Loan Agreement). Penalty interest on Loan Agreement is charged in case Gazprom Pererabotka Blagoveshchensk delays its payment of loan principal or interest or of any other amounts payable under Loan Agreement starting from date specified as payment deadline, until date of actual payment at rate equal to one percent, margin and EURIBOR rate, which would be applied if amount of overdue payment during non-payment period were equal to loan in currency of overdue payment for subsequent percentage periods, each lasting at discretion of Intesa Sanpaolo Bank Luxembourg (acting reasonably).**

2.7. Value of issuer's assets at end date of last completed reporting period preceding transaction (conclusion of agreement): **book value of assets was 14,624,462,110 thousand rubles according to accounting (financial) statements of Gazprom as of September 30, 2018.**

2.8. Date of transaction (conclusion of agreement): **December 28, 2018.**

2.9. Full and abbreviated company's name (institution name for non-commercial organization), address of legal entity or first name, patronymic and last name (if any) of individual recognized, according to Russian legislation, related party of issuer's transaction, ground(s) based on which such individual is recognized related party of transaction, participating interest of related party in charter (pooled) capital (stake held by related party) of issuer and legal entity being party to transaction:

Sergey Prozorov (holds positions on Gazprom Management Committee and Board of Directors of Gazprom Pererabotka Blagoveshchensk).

Participating interest of related party in equity capital (stake held by related party) of issuer: **0.000148% (0.000148%).**

Participating interest of related party in equity capital (stake held by related party) of legal entity being party to transaction: **0% (0%).**

2.10. Information about decision-making concerning authorization of transaction or its follow-up approval in case when such decision was made by issuer's authorized management body (name of entity's management body, which made decision concerning authorization of transaction or its follow-up approval, date of mentioned decision making, date of compilation and number of minutes of meeting (session) of issuer's management body, at which this decision was made, in case this decision was made by collegiate management body of issuer) or indication that such decision making concerning authorization of transaction or its follow-up approval was not made:

transaction authorized by decision of Gazprom Board of Directors (date of Gazprom Board of Directors meeting, at which relevant decision was made: December 27, 2018 (date of submitting filled out voting ballots by Members of Gazprom Board of Directors), date of compilation and number of minutes of Gazprom Board of Directors meeting, at which relevant decision was made: No. 1231, December 28, 2018).

Requirement for approval (subsequent approval) of related-party transaction within legal timeframes was not issued.

3. Signature

3.1. Department Head, Gazprom
(acting under power of attorney No.
01/04/04-414д, dated June 6, 2018)

Alexander Ivannikov

(signature)

3.2. Date February 11, 2019

L.S.