

**MATERIAL FACT STATEMENT  
ON CONCLUSION OF MAJOR 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.e-disclosure.ru/PORTAL/company.aspx?id=934
1.8. Date of event (material fact) which is reflected in statement (if applicable)	November 26, 2018

2. Contents of Statement	
<p>2.1. Type of entity which concluded major transaction: issuer</p> <p>2.2. Transaction category: <b>related-party transaction.</b></p> <p>2.3. Type and subject of transaction: <b>related-party transaction with Nord Stream 2 AG (guarantee of performance).</b></p> <p>2.4. Content of transaction, including civil rights and obligations, to be established, amended or terminated by this transaction:  <b>Gazprom shall, irrevocably and unconditionally, guarantee to Nord Stream 2 AG proper, timely and full execution and compliance of all duties, obligations, liabilities and debts by Gazprom Export, as well as all guarantees, warranty liabilities and obligations provided or assumed by Gazprom Export, all amounts payable by Gazprom Export and all requirements imposed on Gazprom Export (whether pecuniary or other) under gas transmission agreement with Gazprom Export, dated March 7, 2017, as amended on April 23, 2017 (hereinafter - Agreement) or in accordance with it (hereinafter - Obligations), which are due to be performed and became feasible in accordance with terms and conditions of Agreement (including paying all costs and expenses for legal services incurred by Nord Stream 2 AG in attempts to enforce provisions of Agreement).</b></p> <p>2.5. Deadline for performing obligations under transaction, parties and beneficiaries under transaction, value of transaction in monetary terms and as percentage of value of issuer's assets:  Deadline for performing obligations under transaction: <b>end date of performing Gazprom's obligations under guarantee of performance is earliest of dates of following events:</b></p> <ul style="list-style-type: none"> <li>- <b>Obligations (whether arising or contingent) that should be fulfilled by Gazprom Export under Agreement, and all guarantor's obligations that should be fulfilled and complied with in accordance with this performance guarantee, are implemented in full;</b></li> <li>- <b>Obligations of Nord Stream 2 AG under debt (loan) financing agreements, are implemented in full.</b></li> </ul>	

Parties and beneficiaries under transaction: **Gazprom (party to agreement, guarantor), Nord Stream 2 AG (party to agreement, beneficiary), Gazprom Export (not party to agreement, beneficiary, principal).**

Value of transaction: **maximum limit of Gazprom's liability in financial terms is not identified in guarantee of performance. Amount of Gazprom's obligations and liabilities under guarantee of performance may not exceed scope of obligations and liabilities that Gazprom would have if it were Gazprom Export under Agreement, except for compensation obligations:**

- **costs and expenses related to legal services incurred by Nord Stream 2 AG in attempt to enforce provisions of Agreement;**
- **providing compensation in connection with all documented losses, damages, claims, costs, charges and expenses arising in connection with any failure of Gazprom Export to fulfill its obligations as they fall due under Agreement;**
- **providing compensation in connection with any documented losses incurred by Nord Stream 2 AG because any of Gazprom Export obligations under Agreement were or became insignificant, voidable, non-enforceable, invalid or otherwise expired with respect to Gazprom Export.**

**Considering that Gazprom's maximum liability limit in financial terms is not determined by guarantee of performance as per terms and conditions of Agreement, assessing precise value of transaction as percentage of issuer's assets value is not deemed possible.**

2.6. Value of issuer's assets as of end date of last completed reporting period preceding transaction (conclusion of agreement): **14,624,462,110 thousand rubles as of September 30, 2018, or 191,848,055 thousand euros (according to exchange rate of Russian Central Bank as of September 30, 2017: 76.2294 RUB/EUR).**

2.7. Date of transaction (conclusion of Agreement): **November 26, 2018.**

2.8. Information about decision-making concerning authorization of transaction or its follow-up approval in case when such decision was made by authorized management body of issuer (name of issuer'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:

**In accordance with Transaction Procedure approved by Gazprom Board of Directors Decision No. 366, dated September 27, 2002, Gazprom Board of Directors decided to: Approve provision of guarantee to Nord Stream 2 AG by Gazprom on terms and conditions specified in appendix to Board of Directors' decision.**

**Date of Gazprom Board of Directors' meeting, at which appropriate decision was made (date of submitting filled out voting ballots by Members of Gazprom Board of Directors): November 8, 2018.**

**Date of compilation and number of minutes of Gazprom Board of Directors' meeting, at which appropriate decision was made: No. 1222, November 9, 2018.**

### 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.	
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