

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

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	<a href="http://www.gazprom.ru">www.gazprom.ru</a> ; <a href="http://www.e-disclosure.ru/PORTAL/company.aspx?id=934">www.e-disclosure.ru/PORTAL/company.aspx?id=934</a>

2. Contents of Statement
<p style="text-align: center;">On ratification 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 certain issues: meeting in absentia, 10 out of 10 elected Board of Directors Members submitted voting ballots, quorum recorded as present. Voting results on agenda item: <b>On ratification of related-party transactions concluded with Gazprom Komplektatsiya:</b> In favor – 10 votes, Against – 0 votes, Abstentions – 0 votes.</p> <p>2.2. Content of decisions made by issuer's Board of Directors:</p> <p style="padding-left: 40px;">To approve conclusion of loan agreement between Gazprom and Gazprom Komplektatsiya as related-party transaction on terms listed in Appendix No. 1 to Decision of Board of Directors.</p> <p style="padding-left: 40px;">To approve conclusion of loan agreement between Gazprom and Gazprom Komplektatsiya as related-party transaction on terms listed in Appendix No. 2 to Decision of Board of Directors.</p> <p style="padding-left: 40px;">To approve conclusion of settlement agreement between Gazprom and Gazprom Komplektatsiya for loan agreements between Gazprom and Gazprom's subsidiary as related-party transaction on terms listed in Appendix No. 3 to Decision of Board of Directors.</p> <p>2.3. Appendix No. 1 to Decision of Board of Directors:</p> <p style="padding-left: 40px;">Main terms and conditions of loan agreement:</p> <p style="padding-left: 40px;"><b>Parties:</b> Gazprom, Gazprom Komplektatsiya.</p> <p style="padding-left: 40px;"><b>Subject:</b> Gazprom Komplektatsiya extends to Gazprom amount of RUB 35,000,000,000 (Thirty five billion) (hereinafter referred to as loan amount), and Gazprom undertakes to repay extended loan amount to Gazprom Komplektatsiya and pay interest for use of loan funds according to procedure and within time stipulated by agreement.</p> <p style="padding-left: 40px;"><b>Interests for use of loan funds:</b> Calculated at fixed rates, which is 0%. In case Gazprom Komplektatsiya ceases to be part of consolidated group of taxpayers, parties shall sign additional agreement under which interest is charged at MosPrime rate adjusted for credit risk premium.</p> <p style="padding-left: 40px;"><b>Term of loan repayment:</b> Loan is granted until December 31, 2016 with subsequent annual prolongation.</p> <p style="padding-left: 40px;"><b>Entry into force of loan agreement and its duration:</b> Loan agreement enters into force on date of granting loan amount or its part by Gazprom</p>

Komplektatsiya to Gazprom and terminates as agreed by parties or on other grounds stipulated by agreement and applicable law.

2.4. Appendix No. 2 to Decision of Board of Directors:

Main terms and conditions of loan agreement:

**Parties:**

Gazprom,

Gazprom Komplektatsiya.

**Subject:**

Gazprom extends to Gazprom Komplektatsiya amount of RUB 10,000,000,000 (Ten billion) (hereinafter referred to as loan amount), and Gazprom Komplektatsiya undertakes to repay extended loan amount to Gazprom and pay interest for use of loan funds according to procedure and within time stipulated by agreement.

**Interests for use of loan funds:**

Calculated at fixed rates, which is 0%. In case Gazprom Komplektatsiya ceases to be part of consolidated group of taxpayers, parties shall sign additional agreement under which interest is charged at MosPrime rate adjusted for credit risk premium.

**Term of loan repayment:**

Loan is granted until December 31, 2016 with subsequent annual prolongation.

**Entry into force of loan agreement and its duration:**

Loan agreement enters into force on date of granting loan amount or its part by Gazprom to Gazprom Komplektatsiya and terminates as agreed by parties or on other grounds stipulated by agreement and applicable law.

2.5. Appendix No. 3 to Decision of Board of Directors:

Main terms and conditions of settlement agreement for loan agreements between Gazprom and Gazprom's subsidiary:

**Parties:**

Gazprom,

Gazprom Komplektatsiya.

**Subject:**

Agreement defines payments settlement by parties– transfers of funds under loan agreement No. 1 dated March 22, 2016 concluded between Gazprom and Gazprom Komplektatsiya, under which Gazprom Komplektatsiya is lender (hereinafter – Agreement No. 1), and loan agreement No. 2 dated March 22, 2016 concluded between Gazprom and Gazprom Komplektatsiya, under which Gazprom is lender (hereinafter – Agreement No. 2).

Agreement applies only to provision and/or refund (repayment) of loan amount under Agreement No. 1 and Agreement No. 2, including early partial or full repayment of loan amount (principal amount of loan), and does not apply to payment (transfer) of accrued interest under Agreement No. 1 and Agreement No. 2.

**Entry into force of agreement and its duration:**

Agreement enters into force on date of entry into force of Agreement No. 1 or Agreement No. 2 and is valid until termination date of Agreement No. 1 and Agreement No. 2.

2.6. Date of Gazprom Board of Directors meeting where corresponding decisions were made: May 27, 2016.

2.7. Date of compilation and number of minutes of Gazprom Board of Directors meeting where corresponding decisions were made: No. 1078, dated May 27, 2016.

3. Signature

3.1. Deputy Department Head, Gazprom  
(acting under power of attorney  
No. 01/04/04-295Д, dated May 23, 2016)

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(signature)

Maria Sukharnikova

3.2. Date: May 27, 2016

L.S.