

# MATERIAL FACT STATEMENT

## ON ISSUER'S GENERAL SHAREHOLDERS MEETING AND ITS RESOLUTIONS (PART 2)

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

### 2. Contents of Statement

*61. Agreements between Gazprom and Gazprom Transgaz Belarus under which Gazprom sells gas and Gazprom Transgaz Belarus buys gas of no more than 22 billion cubic meters with total not-to-exceed amount of USD 3.4 billion in 2017, and under which Gazprom Transgaz Belarus provides transportation services through Republic of Belarus for gas of no more than 50 billion cubic meters in 2017, and Gazprom pays for gas transportation with total not-to-exceed amount of USD 500 million.*

IN FAVOR	14,124,238,796	99.5610%
AGAINST	1,324,601	0.0093%
ABSTENTIONS	36,186,982	0.2551%

*62. Agreements between Gazprom and Gubkin Russian State University of Oil and Gas federal government funded institution of higher professional education (National Research University) (hereinafter "University") under which University shall conduct research project for Gazprom on following topic: "Development of composite geological and hydrodynamic model to evaluate capacity of helium concentrate temporary storage in natural gas deposits (one promising facility as example)" within 1 year after Agreements are signed and shall deliver project outcome to Gazprom, whereas Gazprom shall accept this project outcome and pay for it with total not-to-exceed amount of RUB 24 million.*

IN FAVOR	14,124,635,090	99.5638%
AGAINST	1,187,076	0.0084%
ABSTENTIONS	36,016,032	0.2539%

*63. Agreements between Gazprom and Gubkin Russian State University of Oil and Gas federal government funded institution of higher professional education (National Research University) (hereinafter "University") under which University shall conduct research projects for Gazprom on following topics: "Research on lithological and petrophysical non-uniformity of productive formations in Vendian terrigenous sediments aimed to specify hydrodynamic model of Chayandinskoye oil, gas and condensate field", "Analysis of dependence of component deterioration in gas distribution stations on speed of gas flow", "Economic analysis of investments in raw hydrocarbon field development at late stage" within 2 years after Agreements are signed and shall deliver project outcomes to Gazprom, whereas Gazprom shall accept these project outcomes and pay for them with total not-to-exceed amount of RUB 86 million.*

IN FAVOR	14,124,466,049	99.7376%
AGAINST	1,326,272	0.0094%
ABSTENTIONS	11,290,643	0.0797%

*64. Agreement between Gazprom and Gubkin Russian State University of Oil and Gas federal government funded institution of higher professional education (National Research University) (hereinafter "University") under which University shall conduct research project for Gazprom on following topic: "Structure and evolution analysis of hydrocarbon systems in seas of Russian Far East, Laptev Sea, and*

*East Siberian Sea, projection and estimation of resources in hydrocarbon generation and accumulation zones using modern methods and technologies of basin analysis” within 2 years after Agreement is signed and shall deliver project outcome to Gazprom, whereas Gazprom shall accept this project outcome and pay for it with total not-to-exceed amount of RUB 197 million.*

IN FAVOR	13,484,813,282	99.7639%
AGAINST	1,311,942	0.0097%
ABSTENTIONS	5,986,005	0.0443%

*65. Agreement between Gazprom, Gazprombank (Joint Stock Company), and Cryogenmash under which Cryogenmash shall conduct experimental design and technological work for Gazprom and Gazprombank on following topic: “Development of Russian technology of liquefaction on mixed refrigerant” within 5 years after Agreement is signed and shall deliver work outcome to Gazprom and Gazprombank, whereas Gazprom and Gazprombank shall accept this work outcome and pay for it equally with total not-to-exceed amount of RUB 3,671 million.*

IN FAVOR	14,123,855,410	99.5583%
AGAINST	1,401,597	0.0099%
ABSTENTIONS	36,554,744	0.2577%

*66. Agreements between Gazprom and Gazprombank (Joint Stock Company) under which bank issues guarantees to tax authorities of Russian Federation in relation to Gazprom challenging tax claims in courts for total not-to-exceed amount of USD 500 million for period not exceeding 12 months.*

IN FAVOR	14,124,292,326	99.5614%
AGAINST	1,227,801	0.0087%
ABSTENTIONS	36,368,421	0.2564%

*67. Agreements between Gazprom and Gubkin Russian State University of Oil and Gas federal government funded institution of higher professional education (National Research University) (hereinafter “University”) under which University shall conduct research projects for Gazprom on following topics: “Creation of hydrodynamic model ‘formation – subsea tieback facilities – onshore production facility’ and development of technological solutions for offshore well operation with underwater pumping (Kirinskoye field as example)”, “Integrated interpretation of geological and geophysical data, assessment and feasibility of gas and oil resources of Yamal offshore deposits in Kara Sea (within Gazprom licensed sections)”, “Development of guidance to define more precisely conditions of raw gas hydrating depending on wellhead pressure” within 2 years after Agreements are signed and shall deliver project outcomes to Gazprom, whereas Gazprom shall accept these project outcomes and pay for them with total not-to-exceed amount of RUB 54 million.*

IN FAVOR	13,485,076,985	99.7659%
AGAINST	1,368,962	0.0101%
ABSTENTIONS	5,680,642	0.0420%

*68. Agreements between Gazprom and Gubkin Russian State University of Oil and Gas federal government funded institution of higher professional education (National Research University) (hereinafter “University”) under which University shall conduct research projects for Gazprom on following topics: “Interpretation of thermodynamic research results to reason exploration modes for low temperature gas wells in East Siberian fields”, “Development of new hydrate inhibitors and assessment of feasibility for their use at Gazprom gas transportation facilities”, “Development of new-generation turbine oil with enhanced anti-oxidative, anti-corrosive and anti-wear properties for Gazprom ventures”, “Development of e-learning courses on geology based on professional development program”, “Oil and gas field prospecting and exploration”, “Development of proposals for import substitution of oil, grease and other industrial fluids used at Gazprom gas transportation and gas production facilities” within 2 years after Agreements are signed and shall deliver project outcomes to Gazprom, whereas Gazprom shall accept these project outcomes and pay for them with total not-to-exceed amount of RUB 66.7 million.*

IN FAVOR	13,485,198,999	99.7668%
AGAINST	1,373,082	0.0102%
ABSTENTIONS	5,725,866	0.0424%

69. Agreements between Gazprom and Gubkin Russian State University of Oil and Gas federal government funded institution of higher professional education (National Research University) (hereinafter "University") under which University shall conduct research projects for Gazprom on following topics: "Development of geodynamic model of Krasnoyarsk region, quantification of hydrocarbon resources using basin modelling to reason effective exploration activities", "Development of methods to calculate thermodynamic properties, phase equilibria, coefficient of oil viscosity and thermal conductivity, gas condensates, their fractions and products under formation and technological conditions based on multiconstant fundamental equations of state for gas condensates in fields of Yakutia gas production center", "Development of new noble-metal-free catalyzers for more effective processing of gas condensate into high value-added products" within 3 years after Agreements are signed and shall deliver project outcomes to Gazprom, whereas Gazprom shall accept these project outcomes and pay for them with total not-to-exceed amount of RUB 88 million.

IN FAVOR	13,484,674,416	99.7629%
AGAINST	1,360,122	0.0101%
ABSTENTIONS	5,776,539	0.0427%

70. Agreements between Gazprom and Gubkin Russian State University of Oil and Gas federal government funded institution of higher professional education (National Research University) (hereinafter "University") under which University shall conduct research projects for Gazprom on following topics: "Development of technologies and compositions for selective water shutoff in depleted gas reservoirs (preventing water coning) using hydrophobic compositions easily removable from bottomhole formation zone with gas flow", "Analysis and development of compact autonomous remote system to control modes of well operation", "Development of technology to increase gas saturation of aquifers using gases which contain water-soluble elements" within 3 years after Agreements are signed and shall deliver project outcomes to Gazprom, whereas Gazprom shall accept these project outcomes and pay for them with total not-to-exceed amount of RUB 66.5 million.

IN FAVOR	13,485,322,083	99.7677%
AGAINST	1,274,560	0.0094%
ABSTENTIONS	5,751,783	0.0426%

71. Agreements between Gazprom and Gubkin Russian State University of Oil and Gas federal government funded institution of higher professional education (National Research University) (hereinafter "University") under which University shall conduct research projects for Gazprom on following topics: "Improvement of methods to determine chemical composition of natural and associated petroleum gas", "Clarification of reserve development and evaluation systems and improvement of efficiency in supplementary exploration of gas, condensate in Paleozoic carbonate sediments of Gazprom fields in Caspian Lowland, Orenburg Region using new fracture supergene models of their geological structures" within 3 years after Agreements are signed and shall deliver project outcomes to Gazprom, whereas Gazprom shall accept these project outcomes and pay for them with total not-to-exceed amount of RUB 55 million.

IN FAVOR	13,485,429,065	99.7685%
AGAINST	1,280,547	0.0095%
ABSTENTIONS	5,726,663	0.0424%

72. Educational service contracts between Gazprom and Gubkin Russian State University of Oil and Gas federal government funded institution of higher professional education (National Research University) (hereinafter "University") under which University is obliged to arrange in accordance with Gazprom's request, sponsored admission for trainees who signed contract on sponsored admission with Gazprom within quota of sponsored admission for higher education within scope of target figures defined for current year for training at expense of budgetary allocations from federal, regional or local budgets, and Gazprom undertakes to organize practice of trainees who signed contract on sponsored admission in accordance with University curriculum.

IN FAVOR	14,124,614,966	99.5637%
AGAINST	1,475,595	0.0104%
ABSTENTIONS	35,825,950	0.2525%

73. Agreement between Gazprom and SOGAZ under which SOGAZ shall in cases as follows:

*natural and legal persons to benefit of which Agreement is concluded and which may suffer harm including Gazprom shareholders, debtors, creditors, employees, Russian Federation on behalf of authorized bodies or representatives (third parties (beneficiaries)) make claims to members of Gazprom Board of Directors and Management Committee, who are not government officials and do not hold state civil service positions, on damage caused by unintentional wrong actions (or inaction) of insured parties in exercising their management functions;*

*insured parties incur legal or other costs resulting from settlement of such claims;*

*third parties (beneficiaries) make claims to Gazprom on damage caused by unintentional wrong actions (or inaction) of insured parties in exercising their management functions on basis of claims issued under Gazprom securities and claims issued initially to insured parties;*

*Gazprom incurs legal or other costs resulting from settlement of such claims (insured events);*

*proceed with insurance benefit to third parties (beneficiaries), whose interests suffered harm, and to insured parties and/or Gazprom in case of legal or other costs resulting from settlement of such claims with total not-to-exceed amount of insurance equal to USD 100 million, whereas Gazprom shall pay insurance premium to SOGAZ with total not-to-exceed ruble equivalent of USD 1.6 million, under Agreement with validity of 1 year.*

IN FAVOR	14,123,427,152	99.5553%
AGAINST	1,676,619	0.0118%
ABSTENTIONS	36,601,803	0.2580%

*74. Educational service contracts between Gazprom and National Research Tomsk Polytechnic University federal government autonomous institution of higher education (hereinafter "University") under which University is obliged to arrange in accordance with Gazprom's request, sponsored admission for trainees who signed contract on sponsored admission with Gazprom within quota of sponsored admission for higher education within scope of target figures defined for current year for training at expense of budgetary allocations from federal, regional or local budgets, and Gazprom undertakes to organize practice of trainees who signed contract on sponsored admission in accordance with University curriculum.*

IN FAVOR	14,124,677,124	99.5641%
AGAINST	1,310,613	0.0092%
ABSTENTIONS	35,898,577	0.2530%

*75. Educational service contracts between Gazprom and Lomonosov Moscow State University federal government funded institution of higher education (hereinafter "University") under which University is obliged to arrange in accordance with Gazprom's request, sponsored admission for trainees who signed contract on sponsored admission with Gazprom within quota of sponsored admission for higher education within scope of target figures defined for current year for training at expense of budgetary allocations from federal, regional or local budgets, and Gazprom undertakes to organize practice of trainees who signed contract on sponsored admission in accordance with University curriculum.*

IN FAVOR	14,124,540,331	99.5631%
AGAINST	1,523,618	0.0107%
ABSTENTIONS	35,821,797	0.2525%

*76. Agreements between Gazprom and SOGAZ under which SOGAZ shall in case of harm to life or health of Gazprom employees (insured persons) arising from accident happened within coverage period or from disease diagnosed during term of Agreements (insured events), proceed with insurance benefit to insured person or person appointed by beneficiary, or to heir of insured person (beneficiaries) with total not-to-exceed amount of insurance equal to RUB 1 trillion, whereas Gazprom shall pay insurance premium to SOGAZ with total not-to-exceed amount of RUB 70 million, and each Agreement has validity of 1 year.*

IN FAVOR	14,124,276,550	99.5613%
AGAINST	1,386,423	0.0098%
ABSTENTIONS	36,291,763	0.2558%

*77. Educational service contracts between Gazprom and Saint Petersburg Electrotechnical University LETI federal government autonomous institution of higher education (hereinafter "University") under which University is obliged to arrange in accordance with Gazprom's request, sponsored admission for trainees who signed contract on sponsored admission with Gazprom within quota of sponsored admission*

for higher education within scope of target figures defined for current year for training at expense of budgetary allocations from federal, regional or local budgets, and Gazprom undertakes to organize practice of trainees who signed contract on sponsored admission in accordance with University curriculum.

IN FAVOR	14,124,422,846	99.5623%
AGAINST	940,655	0.0066%
ABSTENTIONS	35,895,220	0.2530%

78. Agreement between Gazprom, Gazprom Dobycha Yamburg, Gazprom Transgaz Tchaikovsky, Gazprom Dobycha Urengoy, Gazprom Transgaz Yugorsk, Gazprom Flot, Gazprom Dobycha Nadym, Gazprom Transgaz Volgograd, Gazprom Transgaz Stavropol, Gazprom Transgaz Ukhta, Gazprom Transgaz Moscow, Gazprom Transgaz Nizhny Novgorod, Gazprom Transgaz Yekaterinburg, Gazprom Transgaz Saint Petersburg, Gazprom Transgaz Saratov, Gazprom Transgaz Tomsk, Gazprom Transgaz Ufa, Gazprom Transgaz Kazan, Gazprom Transgaz Samara, Gazprom Geologorazvedka, Gazprom Dobycha Shelf Yuzhno-Sakhalinsk, Gazprom Perepabotka, Gazprom Transgaz Krasnodar, Gazprom Transgaz Surgut, Gazprom Mezhhregiongaz, Gazprom Dobycha Astrakhan, Gazprom Dobycha Krasnodar, Gazprom Dobycha Noyabrsk, Gazprom Dobycha Orenburg, Gazprom UGS, Gazprom Transgaz Makhachkala, Gazprom Dobycha Irkutsk (insuring parties) and SOGAZ under which in cases of damage to environment (ecological risks), life, health and property of third parties caused by accident during onshore and offshore drilling operations, exploration activities, hydrocarbon production, transportation, processing and storage, operation of sources of increased danger, construction and other operations directly related to mentioned sphere including accidents (incidents) at source of increased danger resulted from terrorist attack or subversion (accident insured), SOGAZ shall proceed with insurance benefits to natural persons, whose lives, health and property suffered harm, and to persons, who have right for compensation in event of death of injured party under law applicable in place of accident, to legal persons, whose property suffered harm, to state represented by official authority that administers environmental protection in case of damage to environment (beneficiaries), or to insuring parties providing compensation (recovery) for damage to third parties using funds of insuring party with total not-to-exceed amount of insurance of RUB 50 billion, whereas Gazprom shall pay insurance premium with total not-to-exceed amount of RUB 900 million, under Agreement with validity of 1 year.

IN FAVOR	14,124,602,664	99.5636%
AGAINST	575,499	0.0041%
ABSTENTIONS	36,141,054	0.2548%

79. Agreements between Gazprom and SOGAZ under which in cases of loss, destruction or damage of Gazprom assets including premises and facilities; machinery and equipment; linear parts, technological equipment and setup of gas, oil, products, condensate pipelines; well property; subsea pipelines and subsea production units; offshore floating drilling rigs; vessels and watercraft (insured property), also in cases of Gazprom losses caused by interruption of production activities as result of loss, destruction or damage of Gazprom insured assets (insured events), SOGAZ shall proceed with payment of insurance indemnity to Gazprom, Gazprom subsidiaries, which lease, operate, temporary possess or use Gazprom assets, to other parties, which under law, other legal instrument or Agreement have interest in preservation of insured assets (beneficiaries) with total not-to-exceed amount of insurance covering all insured events equal to RUB 20 trillion, whereas Gazprom shall pay insurance premium to SOGAZ with total not-to-exceed amount of RUB 8.3 billion, and each Agreement has validity of 1 year.

IN FAVOR	14,123,907,148	99.5587%
AGAINST	807,779	0.0057%
ABSTENTIONS	36,137,030	0.2547%

80. Addendums to Agreement No. 22HIIInx2/κ-2007 dated July 23, 2007 between Gazprom and NOVATEK under which Gazprom shall provide for injection and storage in UGS facilities owned by NOVATEK natural gas in amount not exceeding 20.5 billion cubic meters, and NOVATEK shall pay for such injection and storage amount not exceeding RUB 20.8 billion; also Gazprom shall provide for off-take of NOVATEK-owned gas from UGS facilities in amount not exceeding 20.5 billion cubic meters, and NOVATEK shall pay for such off-take amount not exceeding RUB 1.5 billion.


IN FAVOR	14,124,639,323	99.5638%
AGAINST	460,463	0.0032%

**ABSTENTIONS**

36,081,093


0.2543%

81. Agreement between Gazprom and GAZPROM Germania GmbH (Rightsholder) under which

Rightsholder shall grant to Gazprom full exclusive right to use trademark  registered in dark blue and white/color combination in German Patent and Trade Mark Office, certificate No. 30664413 dated March 8, 2007 in respect of all goods and services of 04, 35, 37, and 39 classes under International classification of goods and services for which trademark is registered, whereas Gazprom shall pay remuneration to Rightsholder with total not-to-exceed amount of EUR 5 thousand or its equivalent in any other currency, which comprises value-added tax calculated at rates fixed by current legislation of Russian Federation and withheld from remuneration and paid by Gazprom acting as tax agent to budget of Russian Federation.

IN FAVOR	14,124,619,444	99.5637%
AGAINST	518,490	0.0037%
ABSTENTIONS	36,114,858	0.2546%

82. Agreement between Gazprom and Gazprom Neft (Licensee) under which Gazprom reserving right to unilaterally terminate Agreement grants simple (non-exclusive) license to Licensee to use within territory

of Republic of Iraq Gazprom trademarks GAZPROM and  registered in Legal Department of Trademark Office, Iraq Ministry of Industry and Natural Resources, trademark registration certificates Nos. 44555, 44573 dated May 29, 2014 in respect of all goods, works and services of 01–42 classes under International classification of goods and services for which trademarks are registered – on goods, labels, goods package produced; when carrying out works or providing services; in associated, business and other documentation; in sale, works and service offers, also in ads, during charity and sponsor events, in print media, on letterhead paper, on signboards, on government buildings, industrial facilities, multifunctional fuel filling stations providing related motorway services, shops, car wash, cafés, service centers/tire shops, centers providing recreational services, transport, also on clothes and personal protective equipment; in Internet; in official name of Licensee (Sublicensees), seal of Licensee (Sublicensees), until period of exclusive rights for Gazprom trademarks expires, having right with prior written consent of Gazprom to conclude sub-license Agreements with third parties (Sublicensees) on granting right to use above-mentioned trademarks within limits of right and for uses of trademarks under sub-license Agreements, and Licensee pays license remuneration to Gazprom for right to use Gazprom trademarks and also for right to use Gazprom trademarks under sub-license Agreements with total not-to-exceed amount of RUB 6 million or its equivalent in any other currency.

IN FAVOR	14,124,304,325	99.5615%
AGAINST	1,210,687	0.0085%
ABSTENTIONS	36,000,206	0.2538%

83. Agreements between Gazprom, Russian Presidential Academy of National Economy and Public Administration federal government funded institution of higher professional education (hereinafter “Academy”), Gazprom managers and experts, under which Academy provides education services to prepare Gazprom’s managers and experts in accordance with educational programs including additional professional development and retraining programs on agreed topics within 1 year after Agreements are signed, and Gazprom pays for rendered services with total not-to-exceed amount of RUB 500 thousand.

IN FAVOR	14,124,349,818	99.5618%
AGAINST	1,375,140	0.0097%
ABSTENTIONS	35,896,668	0.2530%

84. Educational service contracts between Gazprom and Saint Petersburg State University of Economics federal government funded institution of higher education (hereinafter “University”) under which University is obliged to arrange in accordance with Gazprom’s request, sponsored admission for trainees who signed contract on sponsored admission with Gazprom within quota of sponsored admission for higher education within scope of target figures defined for current year for training at expense of budgetary allocations from federal, regional or local budgets, and Gazprom undertakes to organize practice of trainees who signed contract on sponsored admission in accordance with University curriculum.

IN FAVOR	14,123,834,241	99.5582%
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AGAINST	1,600,060	0.0113%
ABSTENTIONS	35,966,000	0.2535%

85. *Agreements between Gazprom and SOGAZ under which SOGAZ shall in cases when natural persons – Gazprom employees leaving their permanent residence while in travelling carry expenses arising from:*

*sudden illness or accident happened to insured person;*

*necessity of early return of insured person;*

*loss of baggage or documents;*

*necessity of legal aid for insured person in case of injury or traffic accident while his/her travelling;*

*necessity of search and rescue services for insured person in case of emergency (life or health-threatening situation happened to insured person);*

*necessity of compensation for harm to life, health or property of third parties (insured events);*

*proceed with insurance benefit to insured party and/or company that provides services to insured party in case of insured events (service company) with total not-to-exceed amount of insurance covering all insured events equal to RUB 2 billion, whereas Gazprom shall pay insurance premium to*

*SOGAZ with total not-to-exceed amount of RUB 2 million, and each Agreement has validity of 1 year.*

IN FAVOR	14,123,912,960	99.5587%
AGAINST	1,505,087	0.0106%
ABSTENTIONS	36,171,198	0.2550%

86. *Agreements between Gazprom and Vostokgazprom under which Gazprom temporarily provides Vostokgazprom with specialized communication unit M-468P for period of no more than 12 months, and Vostokgazprom pays user fee of total not-to-exceed amount of RUB 584.*

IN FAVOR	14,124,108,730	99.7350%
AGAINST	1,328,556	0.0094%
ABSTENTIONS	11,157,099	0.0788%

87. *Agreements between Gazprom and SOGAZ under which if Gazprom employees or their family members, Gazprom retirees or their family members (insured persons and beneficiaries) seek treatment in health facilities (insured events), SOGAZ shall proceed with payment to insured persons for medical services with total not-to-exceed amount of insurance equal to RUB 2.5 trillion, whereas Gazprom shall pay insurance premium to SOGAZ with total not-to-exceed amount of RUB 4.2 billion, and each Agreement has validity of 1 year.*

IN FAVOR	14,123,889,666	99.5586%
AGAINST	1,711,945	0.0121%
ABSTENTIONS	36,298,237	0.2559%

88. *Agreements between Gazprom and SOGAZ under which in cases of damage (damage or destruction) of Gazprom vehicle, its theft, theft of installed elements, parts, blocks, components and additional devices (insured events) SOGAZ shall proceed with insurance benefit to Gazprom (beneficiary) with total not-to-exceed amount of RUB 1.4 billion, whereas Gazprom shall pay insurance premium to SOGAZ with total not-to-exceed amount of RUB 30 million, and each Agreement has validity of 1 year.*

IN FAVOR	14,123,656,310	99.5569%
AGAINST	1,574,071	0.0111%
ABSTENTIONS	36,266,050	0.2556%

89. *Agreements between Gazprom and Vostokgazprom, Gazprom Space Systems, Gazprom Komplektatsiya, Gazprom Neft, Druzhba, Gazprom Mezhhregiongaz, Tsentrenergogaz of Gazprom, Mosenergo, Gazprombank (Joint Stock Company), Gazprom Gazoraspredeleniye, Gazprom Gazenergoset, Gazprom Transgaz Belarus (Agreementors) under which Agreementors shall within period from August 1, 2016 to January 31, 2017 render services in organizing and making inventory of property, plant and equipment leased to Agreementors by Gazprom, whereas Gazprom shall pay for these services with total not-to-exceed amount of RUB 3.3 million.*

IN FAVOR	13,484,817,483	99.7639%
AGAINST	1,344,272	0.0099%
ABSTENTIONS	5,742,906	0.0425%

90. Agreement between Gazprom and Gazprom Marketing & Trading Limited (Rightsholder) under which Rightsholder shall grant to Gazprom full exclusive right to use trademark GAZPROM and GAZPROM UK TRADING registered in Intellectual Property Office of United Kingdom, certificate No. 2217196 dated November 24, 2000 in respect of all goods and services of 04, 35, 39, and 40 classes under International classification of goods and services for which trademark is registered and certificate No. 2217144 dated September 1, 2000 in respect of all goods and services of 04, 35, 37, 39, 40, and 42 classes under International classification of goods and services for which trademark is registered, whereas Gazprom shall pay remuneration to Rightsholder with total not-to-exceed amount of EUR 6 thousand or its equivalent in any other currency, which comprises value-added tax calculated at rates fixed by current legislation of Russian Federation and withheld from remuneration and paid by Gazprom acting as tax agent to budget of Russian Federation.

IN FAVOR	14,123,507,299	99.5559%
AGAINST	1,521,055	0.0107%
ABSTENTIONS	36,441,569	0.2569%

91. Agreement between Gazprom and Gazprom Neft (Licensee) under which Gazprom reserving right to unilaterally terminate Agreement grants exclusive license to Gazprom Neft to use within territory of Republic of Belarus Gazprom trademarks:



and registered in dark blue, blue and white/color combination in National Center of Intellectual Property of Republic of Belarus, trademark registration certificates Nos. 41076, 41077 dated November 12, 2012 in respect of all goods (works, services) of 01, 04, 16, 35, 37, 39, 40, and 42 classes under International classification of goods and services for which trademarks are registered – on goods, labels, goods package; when carrying out works or providing services; in associated, business and other documentation; in offers to sell goods, to perform works, to provide services; in ads, in charity or sponsor activities; in print media, on letterhead paper, signboards, also on government buildings, industrial facilities, multifunctional fuel filling stations providing related motorway services, shops, car wash, cafés, service centers/tire shops, centers providing recreational services, transport, also on clothes and personal protective equipment; in Internet; in official name of Licensee (Sublicensees), seal of Licensee (Sublicensees), until period of exclusive rights for Gazprom trademarks expires, having right with prior written consent of Gazprom to conclude sub-license Agreements with third parties (Sublicensees) on granting right to use above-mentioned trademarks within limits of right and for uses of trademarks under sub-license Agreements, and Licensee pays license remuneration to Gazprom for right to use Gazprom trademarks and also for right to use Gazprom trademarks under sub-license Agreements with total not-to-exceed amount of RUB 6 million or its equivalent in any other currency.

IN FAVOR	14,124,529,273	99.5631%
AGAINST	1,224,745	0.0086%
ABSTENTIONS	36,092,802	0.2544%

92. Agreements between Gazprom, Saint Petersburg State University of Economics federal government funded institution of higher education (hereinafter “University”), Gazprom managers and experts, under which University provides education services to prepare Gazprom managers and experts in accordance with educational programs including additional professional development and retraining programs on agreed topics within 2 year after Agreements are signed, and Gazprom pays for rendered services with total not-to-exceed amount of RUB 3.5 million.

IN FAVOR	14,123,998,904	99.5593%
AGAINST	1,514,684	0.0107%
ABSTENTIONS	34,842,834	0.2456%

93. Agreements between Gazprom and Sberbank of Russia within framework of Facility Agreement No. 5589 between Gazprom and bank as of June 18, 2013, for Gazprom receiving amount (facilities) in rubles and/or US dollars and/or euros within outstanding limit (maximum amount of aggregate debt for given facility) of RUB 60 billion for period of no more than 90 calendar days with annual interest rate not exceeding indicative rate of facilities (deposits) in rubles offered at Moscow money-market (MosPrime



Rate) for facilities nominated in RUB set for period equal to respective facility period as of date of deal and increased by 4% per annum; not exceeding London interbank offered rate (LIBOR) for currency appropriate for facility's currency set for period equal to respective facility period as of date of deal and increased by 4% per annum – for facilities nominated in foreign currency.

IN FAVOR	14,124,548,054	99.5632%
AGAINST	1,358,481	0.0096%
ABSTENTIONS	36,167,758	0.2549%

94. Agreement between Gazprom and Gazprom Neft (Licensee) under which Gazprom reserving right to unilaterally terminate Agreement grants exclusive license to Gazprom Neft to use within territory of Republic of Kazakhstan Gazprom trademarks:



, , and registered in dark blue, blue and white/color combination in Committee of Intellectual Property Rights under Ministry of Justice of Republic of Kazakhstan, trademark registration certificates Nos. 34755, 34756 dated January 28, 2011 in respect of all goods (works, services) of 01–45 classes under International classification of goods and services for which trademarks are registered, Nos. 41468, 41469 dated August 28, 2013 in respect of all goods (works, services) of 01, 04, 16, 35, 37, 39, 40, and 42 classes under International classification of goods and services for which trademarks are registered – on goods, labels, goods package; when carrying out works or providing services; in associated, business and other documentation; in offers to sell goods, to perform works, to provide services; in ads, in charity or sponsor activities; in print media, on letterhead paper, signboards, also on government buildings, industrial facilities, multifunctional fuel filling stations providing related motorway services, shops, car wash, cafés, service centers/tire shops, centers providing recreational services, transport, also on clothes and personal protective equipment; in Internet; in official name of Licensee (Sublicensees), seal of Licensee (Sublicensees), until period of exclusive rights for Gazprom trademarks expires, having right with prior written consent of Gazprom to conclude sub-license Agreements with third parties (Sublicensees) on granting right to use above-mentioned trademarks within limits of right and for uses of trademarks under sub-license Agreements, and Licensee pays license remuneration to Gazprom for right to use Gazprom trademarks and also for right to use Gazprom trademarks under sub-license Agreements with total not-to-exceed amount of RUB 12 million or its equivalent in any other currency.

IN FAVOR	14,124,836,843	99.5652%
AGAINST	1,120,224	0.0079%
ABSTENTIONS	35,988,493	0.2537%

95. Addendums to Agreement No. 22НПм/к-2004 dated October 6, 2003 between Gazprom and NOVATEK under which Gazprom shall provide transportation services through Russian Federation and Republic of Kazakhstan for gas of no more than 350 billion cubic meters, whereas NOVATEK pays for gas transportation services via trunklines and gathering gas pipelines with total not-to-exceed amount of RUB 750 billion.<sup>4</sup>

IN FAVOR	14,124,810,756	59.6650
AGAINST	1,209,489	0.0051%
ABSTENTIONS	35,984,582	0.1520%

96. Addendums to Agreements Nos. МРГ-2009/1-016/09 dated December 29, 2008, МРГ/zn-2015/1-002/15 dated January 30, 2015, МРГ/nn-2010/1-007/10 dated July 30, 2010, C/МРГn-2011/1-005/11 dated October 17, 2011, НП/МРГ-2015/1-005/15 dated August 21, 2015, as well as Agreements/Addendums to Agreements between Gazprom and Gazprom Mezhhregiongaz under which

<sup>4</sup> Voting on item 13.95 counts votes of shareholder not interested in deal.

Number of votes owned by persons not interested in deal regarding item 13.95 and placed on list of persons entitled to participate in Meeting – 23,673,512,900 (100%); number of votes owned by persons not interested in conclusion of deal by Gazprom regarding item 13.95 and participating in Meeting – 14,185,983,493 (59.9234%).

*Gazprom supplies gas in 2017 and Gazprom Mezhhregiongaz receives gas of no more than 250 billion cubic meters on monthly basis and pays for gas with total not-to-exceed amount of RUB 1.22 trillion.*<sup>5</sup>

IN FAVOR	14,124,345,588	59.6631%
AGAINST	1,242,840	0.0052%
ABSTENTIONS	36,030,798	0.1522%

14. On item 14 of Agenda: “Election of Board of Directors (Supervisory Board)”: *“To elect to Board of Directors”*:

<b>Akimov Andrey</b>	- ‘in favor’ – 13,496,622,839 or 8.6128% of votes cast by shareholders participating in Meeting;
<b>Kulibaev Timur</b>	- ‘in favor’ – 12,416,585,871 or 7.9236% of votes cast by shareholders participating in Meeting;
<b>Markelov Vitaly</b>	- ‘in favor’ – 11,396,906,150 or 7.2729% of votes cast by shareholders participating in Meeting;
<b>Martynov Viktor</b>	- ‘in favor’ – 12,418,813,259 or 7.9250% of votes cast by shareholders participating in Meeting;
<b>Mau Vladimir</b>	- ‘in favor’ – 12,418,950,028 or 7.9251% of votes cast by shareholders participating in Meeting;
<b>Miller Alexey</b>	- ‘in favor’ – 19,128,732,084 or 12.2069% of votes cast by shareholders participating in Meeting;
<b>Novak Alexander</b>	- ‘in favor’ – 13,500,986,068 or 8.6156% of votes cast by shareholders participating in Meeting;
<b>Patrushev Dmitry</b>	- ‘in favor’ – 12,716,275,072 or 8.1149% of votes cast by shareholders participating in Meeting;
<b>Sereda Mikhail</b>	- ‘in favor’ – 14,799,927,917 or 9.4445% of votes cast by shareholders participating in Meeting;
<b>Ulyukaev Alexey</b>	- ‘in favor’ – 13,493,269,733 or 8.6107% of votes cast by shareholders participating in Meeting;
<b>Zubkov Viktor</b>	- ‘in favor’ – 19,148,602,135 or 12.2196% of votes cast by shareholders participating in Meeting.

*The outcome of vote for candidates not elected to Board of Directors:*

<b>Gazizullin Farit</b>	- ‘in favor’ – 788,562,102 or 0.5032% of votes cast by shareholders participating in Meeting.
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“Against all” option received 306,878,319 votes, “Voting for no candidate” option – 186,657,350 votes.

15. On item 15 of Agenda: “Election of Audit Commission (Internal Auditor)”: *“To elect to Audit Commission”*:

<b>Afonyashin Alexey</b>	- ‘in favor’ – 14,077,809,168 or 98.9986% of votes cast by shareholders participating in Meeting;
<b>Bikulov Vadim</b>	- ‘in favor’ – 14,080,351,799 or 99.0165% of votes cast by shareholders participating in Meeting;
<b>Fisenko Tatiana</b>	- ‘in favor’ – 14,080,531,872 or 99.0178% of votes cast by shareholders participating in Meeting;
<b>Gladkov Alexander</b>	- ‘in favor’ – 13,441,579,205 or 94.5245% of votes cast by shareholders participating in Meeting;
<b>Mironova Margarita</b>	- ‘in favor’ – 14,085,001,931 or 99.0492% of votes cast by shareholders participating in Meeting;
<b>Nosov Yuri</b>	- ‘in favor’ – 14,082,662,516 or 99.0328% of votes cast by

<sup>5</sup> Voting on item 13.96 counts votes of shareholder not interested in deal.

Number of votes owned by persons not interested in deal regarding item 13.96 and placed on list of persons entitled to participate in Meeting – 23,673,512,900 (100%); number of votes owned by persons not interested in conclusion of deal by Gazprom regarding item 13.96 and participating in Meeting – 14,185,983,493 (59.9234%).

	shareholders participating in Meeting;
<b>Oganyan Karen</b>	- 'in favor' – 14,074,807,516 or 98.9775% of votes cast by shareholders participating in Meeting;
<b>Platonov Sergey</b>	- 'in favor' – 14,076,024,748 or 98.9861% of votes cast by shareholders participating in Meeting;
<b>Semerikova Viktoriya</b>	- 'in favor' – 14,079,185,473 or 99.0083% of votes cast by shareholders participating in Meeting.

*The outcome of vote for candidates not elected to Audit Commission:*

<b>Alisov Vladimir</b>	- 'in favor' – 13,585,097 or 0.0955% of votes cast by shareholders participating in Meeting;
<b>Ivannikov Alexander</b>	- 'in favor' – 15,321,008 or 0.1077% of votes cast by shareholders participating in Meeting;
<b>Morozova Lidiya</b>	- 'in favor' – 14,853,668 or 0.1045% of votes cast by shareholders participating in Meeting;
<b>Pashkovsky Dmitry</b>	- 'in favor' – 8,130,676 or 0.0572% of votes cast by shareholders participating in Meeting;
<b>Rosseev Mikhail</b>	- 'in favor' – 10,276,965 or 0.0723% of votes cast by shareholders participating in Meeting.

2.7. Date and number of Minutes of Issuer's General Shareholders Meeting: *July 1, 2016, Minutes of Gazprom's annual General Shareholders Meeting No. 1.*

2.8. Identification attributes of shares, owners of which are entitled to participate in issuer's General Shareholders Meeting: *ordinary registered uncertificated shares, state registration number 1-02-00028-A, dated December 30, 1998, International Securities Identification Number (ISIN) RU0007661625.*

### 3. Signature

3.1. First Deputy Department Head, Gazprom  
(acting under power of attorney  
No. 01/04/04-345Д, dated May 25, 2015)

Svetlana Antonova

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(signature)

3.2. Date: July 1, 2016

L.S.