

**MATERIAL FACT STATEMENT**  
**ON CONCLUSION OF MAJOR TRANSACTION BY ENTITY CONTROLLED BY ISSUER**  
**AND MATERIALLY IMPORTANT FOR 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	<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>2.1. Type of entity which conducted major transaction (issuer-controlling entity, entity controlled by issuer and materially important for issuer): <b>entity controlled by issuer and materially important for issuer.</b></p> <p>2.2. Full legal name, address, INN (if applicable), OGRN (if applicable) of relevant entity which conducted major transaction: <b>Limited Liability Company Gazprom Investholding.</b>  Address of entity: <b>Moscow INN 5003029649 OGRN 775001001</b></p> <p>2.3. Transaction category (major transaction; major related-party transaction): <b>major transaction.</b></p> <p>2.4. Type and subject of transaction:  Type of transaction: <b>Loan Agreement.</b>  Subject of transaction: <b>Lender provides Borrower with sum of money, and Borrower is obliged to repay provided sum of loan in full and pay interest for use of loan funds in manner and at times stipulated in loan agreement.</b></p> <p>2.5. Content of transaction including civil rights and obligations being determined, modified or terminated by means of transaction: <i><b>Loan shall be provided with reference to written application of Borrower by transfer of money to account of Borrower, totaling no more than loan sum.</b></i>  <i><b>Liability of Borrower: For failure to comply with term of repayment of principal debt and payment of interest for use of loan funds Lender shall be entitled to claim from Borrower payment of penalty at rate of 0.01% of amount of delayed funds for each calendar day of delay.</b></i></p> <p>2.6. Period of contractual obligations, transaction parties and beneficiaries, value of transaction in monetary terms and as percentage of value of assets owned by entity under issuer's control which conducted transaction:  Period of contractual obligations:</p> <ul style="list-style-type: none"> <li>- <b>term of repayment of principal debt – within 365 calendar days from date of first tranche of loan sum;</b></li> <li>- <b>interest for use of loan funds – 8.27% per annum from amount of principal debt payable;</b></li> <li>- <b>due date of interest payment for use of loan funds – quarterly and no later than on last business day of last month of each calendar quarter, and on date of loan repayment in full;</b></li> <li>- <b>term of agreement – enters into force from date of transfer of loan sum by Lender to Borrower and shall be effective until parties fully meet their obligations under agreement.</b></li> </ul>

Parties of transaction: **Gazprom Investholding (Borrower), Gazprom (Lender).**  
Value of transaction in monetary terms and as percentage of value of assets owned by entity under issuer's control which conducted transaction: **Worth of transaction with interest accrued on borrowed funds: no more than RUB 10.78 billion and equals to 84.9% of worth of Borrower's assets.**  
2.7. Worth of assets owned by entity under issuer's control which made transaction, as at end of last completed reporting period, preceding transaction (agreement): **RUB 12.7 billion as of March 31, 2016.**  
2.8. Date of transaction (agreement): **July 21, 2016.**  
2.9. Information on transaction approval in case when such transaction was approved by authorized management body of entity under issuer's control which conducted transaction (name of entity's management body which made decision to approve transaction, date of mentioned decision making, date and number of minutes of meeting (session) of entity's management body when this decision was made, in case this decision was made by collegiate management body of entity) or indication that such transaction was not approved:  
Name of entity's management body which made decision to approve transaction: **single member Gazprom Investholding.**  
Date of mentioned decision making: **July 08, 2016.**  
Date and number of minutes of meeting (session) of entity's management body when this decision was made: **Minutes No. 84, dated July 08, 2016.**

3. Signature	
3.1. First Deputy Department Head, Gazprom (acting under power of attorney No. 01/04/04-843Д, dated December 9, 2015)	_____ Igor Shatalov (signature) L.S.
3.2. Date: July 21, 2016	