

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

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 11 Board of Directors Members submitted voting ballots, quorum recorded as present. Voting results on agenda item: <b>On ratification of related-party transaction with Giprospeftgaz:</b> In favor – 10 votes, Against – 0 votes, Abstentions – 0 votes.</p> <p>2.2. Content of Decision made by issuer's Board of Directors: In accordance with Article 77, Chapter XI of Federal Law "On Joint Stock Companies" and subclauses 7, 17 of clause 34.1, Article 34 of Gazprom Articles of Association, Gazprom Board of Directors resolved:</p> <ol style="list-style-type: none"> <li>1. To determine that based on market value, price for services listed in Appendix to Board of Directors' Decision shall equal to RUB 18,384,687 (Eighteen million three hundred and eighty four thousand six hundred and eighty seven rubles).</li> <li>2. To ratify conclusion of contract for designer supervision between Gazprom and Giprospeftgaz as related-party transaction on terms listed in Appendix to this Decision.</li> </ol> <p>2.3. <b>Main terms and conditions of contract for authorial supervision with Giprospeftgaz:</b>  <b>Parties:</b> Gazprom  Giprospeftgaz</p> <p><b>Subject:</b> Giprospeftgaz undertakes to render services on designer supervision over construction of Novoprivodinskaya CS within Ukhta – Torzhok gas trunkline system. String 2 (Yamal) (hereinafter – Facility), and Gazprom undertakes to pay for these services.</p> <p><b>Cost of services and payment procedure:</b> Cost of services provided under contract shall be agreed by Parties for entire Facility construction period by making estimate. Mentioned estimate is formed basing on Designer Supervision Schedule (hereinafter – Schedule, Appendix 1) and basing on Standard Indicators for determining cost of designer supervision services (hereinafter – Standards, Appendix 2). In case of change in effective pricing policy for design and survey works and services of Giprospeftgaz, new standard indicators for determining cost of designer supervision services shall be agreed between parties by signing addendum to contract.</p> <p>Cost of services provided under contract equals to RUB 18,384,687 (Eighteen million three hundred and eighty four thousand six hundred and eighty seven rubles) plus VAT of RUB 3,309,243 (Three million three hundred and nine thousand two hundred and forty three rubles) and 66 kopecks.</p> <p>Final cost of services is determined basing on actually provided services and actual costs of</p>

Giprospetsgaz within cost of services provided under contract.

Certificate of acceptance of rendered services, tax invoice and executive estimate provided by Giprospetsgaz and processed on completion of works stage according to actual costs incurred by Giprospetsgaz, serve as ground for payment for designer supervision services.

Payment for mentioned services is settled by Gazprom from Gazprom Invest's bank account at end of each quarter within 70 (Seventy) working days from date of signing by parties of certificate of acceptance of rendered services subject to issuing by Giprospetsgaz corresponding, duly processed invoice, tax invoice and executive estimate of Gazprom. Date of writing off of money funds from Gazprom Invest's bank account will apply as payment date.

**Period of services:** Period of services provided under contract – from September 1, 2016 to September 30, 2018.

**Responsibility of parties:** Parties are responsible for failure to fulfill or improper fulfillment of their obligations under legislation of Russian Federation and contract.

In case of late arrival of specialists from Giprospetsgaz to Facility for rendering designer supervision services, Gazprom is entitled to charge Giprospetsgaz penalty amounting to 0.05% of services cost for corresponding (current) year under contract for each day of delay until arrival of specialists from Giprospetsgaz to Facility.

In case of delayed payment by Gazprom for services rendered by Giprospetsgaz, Giprospetsgaz is entitled to charge Gazprom penalty amounting to 0.05% of unpaid services cost for each day of delay until actual fulfillment of obligations.

In case of late examination and signing by Gazprom of certificate of acceptance of rendered services, Giprospetsgaz is entitled to charge Gazprom penalty amounting to 0.05% of services cost under certificate of acceptance of rendered services for each day of delay.

In case of unreasonable termination of services, Giprospetsgaz indemnifies any losses incurred by Gazprom.

**Term of Contract:** Contract becomes effective upon signing thereof by parties and remains valid until parties meet their obligations in full. In case parties sign contract later than on date of services commencement stipulated in schedule, contract provisions are applied to relations between parties arising from date of commencement of services stipulated in Schedule.

2.4. Date of Gazprom Board of Directors meeting where corresponding decision was made: December 27, 2016 (date of voting ballots submission).

2.5. Date of compilation and number of minutes of Gazprom Board of Directors meeting where corresponding decision was made: No. 1118, dated December 28, 2016.

### 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

3.2. Date: December 28, 2016

L.S.