

**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	www.gazprom.ru; www.e-disclosure.ru/PORTAL/company.aspx?id=934

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 issuer's Board of Directors meeting and voting results on decision-making issues: meeting in absentia, 10 out of 11 Board of Directors Members submitted voting ballots, quorum recorded as present. Voting results on agenda item: On ratification of related-party transaction with Closed Joint Stock Company Lider: 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 compliance with Chapter XI of Federal Law "On Joint Stock Companies" and subclause 17 of clause 34.1, Article 34 of Gazprom Articles of Association, Gazprom Board of Directors resolved: To approve conclusion of confidentiality agreement between Gazprom and Lider (Pension Fund Assets Management Company) as related-party transaction under terms and conditions listed in Appendix to Board of Directors Decision.</p> <p>2.3. Basic terms of confidentiality agreement with Lider:</p>	
Parties	Gazprom Lider
Subject	Gazprom and Lider following need to share confidential information during replacement of assets of Non-State Pension Fund Gazfond in consideration of Gazprom Group's corporate interests undertake obligations to provide each other and not to disclose information constituting commercial secret and other confidential information (hereinafter referred to as "Information") in accordance with terms of confidentiality agreement.
Obligations of Parties	Gazprom and Lider agree: to share Information storage media together with cover letter or to register transfer through handover act signed by their authorized representatives; to notify each other in writing of persons authorized to obtain and transmit Information within reasonable time; to send out Information by registered mail, express carrier, courier or special service, as well as by Parties' employee

	<p>(courier);</p> <p>not to transfer Information to one another via open communication channels including fax and Internet without taking measures on data protection approved by both Parties;</p> <p>to provide protection of Information that ensures its safekeeping (non-disclosure);</p> <p>to use Information strictly for implementation of obligations set out in clause 1 of confidentiality agreement, not to sell, exchange, publish or otherwise disclose any received Information by any possible means, including by photocopying, reproducing or using electronic media without prior written consent of disclosing party (hereinafter referred to as “Disclosing Party”), except for cases when:</p> <p>a) party, which obtained Information (hereinafter referred to as “Receiving Party”) is required to disclose this Information to governmental authorities, other governmental bodies, local authorities in accordance with existing legislation. Receiving Party is to forward request to Disclosing Party to obtain its written consent prior to Information disclosure;</p> <p>b) sharing Information with employees and executives is necessitated by urgency to fulfil obligations of Receiving Party set out in clause 1 of confidentiality agreement provided that Receiving Party continues to be responsible for ensuring that all persons who obtain Information in accordance with this clause comply with information protection requirements;</p> <p>to treat Information and its media in accordance with requirements of regulations and documents of Parties and to prevent Information disclosure;</p> <p>to promptly inform each other on Information disclosure, to establish investigation of these facts.</p>
Responsibilities of Parties	<p>Party having caused Information disclosure is required to reward damages incurred by other Party related to Information disclosure.</p>
Effective Date and Term	<p>Agreement shall become effective upon signing thereof by Parties and shall remain valid for 5 (Five) years.</p>
<p>2.4. Date of issuer’s Board of Directors meeting where corresponding decisions were made: December 27, 2016 (date of ballots submission).</p> <p>2.5. Date of execution and number of minutes of issuer’s Board of Directors meeting where corresponding decisions were made: No. 1118, dated December 28, 2016.</p>	

3. Signature	
<p>3.1. First Deputy Department Head, Gazprom (acting under power of attorney No. 01/04/04-345Д, dated May 25, 2015)</p>	<p>Svetlana Antonova</p>
<p>3.2. Date: December 28, 2016</p>	<p>(signature) L.S.</p>