

**MATERIAL FACT STATEMENT
ON CONCLUSION OF ESSENTIAL TRANSACTION BY ISSUER OR ENTITY
PROVIDING SECURITY TO COVER ISSUER'S BONDS**

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.edisclosure.ru/PORTAL/company.aspx?id=934
1.8. Date of event (material fact) which is reflected in statement (if applicable)	December 23, 2019

2. Contents of Statement
<p>2.1. Type of entity which concluded essential transaction (issuer; entity providing security for issuer's bonds): issuer.</p> <p>2.2. Category of transaction (essential transaction that is not major transaction; major transaction; related-party transaction; major related-party transaction): essential transaction that is not major transaction; related-party transaction.</p> <p>2.3. Type and subject of transaction: direct agreement to gas processing agreement between Gazprom, Gazprom Pererabotka Blagoveshchensk, Credit Agricole Corporate and Investment Bank, Sberbank and Banca IMI S.p.A. dated December 23, 2019 (hereinafter – Agreement), providing for establishment of certain obligations of Gazprom to ensure implementation of Common Terms Agreement by Gazprom Pererabotka Blagoveshchensk concluded with respect to Amur Gas Processing Plant construction project between Gazprom Pererabotka Blagoveshchensk, financial institutions acting as original creditors, facility agents, Banca IMI S.p.A. as intercreditor agent, Credit Agricole Corporate and Investment Bank as security agent (hereinafter – Security Agent) and Sberbank as joint creditor and loan documents based on it, according to which Gazprom Pererabotka Blagoveshchensk shall attract project financing for Amur Gas Processing Plant construction (hereinafter – Project Financing Documents).</p> <p>Financing institutions: companies included in list of finance parties and export credit agencies:</p> <p>Crédit Agricole Corporate and Investment Bank, ING Bank N.V., ING Bank, a branch of ING-DiBa AG, Société Générale, UniCredit S.p.A., UniCredit Bank AG, Banca IMI S.p.A. London Branch, Intesa Sanpaolo S.p.A. London Branch, Banca IMI S.p.A., Intesa Sanpaolo S.p.A., Intesa Sanpaolo BANK LUXEMBOURG SA, MUFG Bank, Ltd. (London Branch), MUFG Bank, Ltd., Sumitomo Mitsui Banking Corporation, Mizuho Bank, Ltd., Mizuho Bank, Ltd., London Branch, NATIXIS, NATIXIS, London Branch, Credit Suisse AG, DZ BANK AG, London Branch, UBI Banca S.p.A., Landesbank Hessen-Thüringen Girozentrale, Cassa depositi e prestiti S.p.A., Sberbank (Switzerland) AG, Sberbank, Gazprombank (Joint Stock Company), Gazprombank (Switzerland) Ltd, VTB Bank (Public Joint Stock Company), VTB Bank (Europe) SE, State Development Corporation VEB.RF, Otkritie Bank Financial Corporation, China Development Bank, Bank of China, Bank of China Limited, London branch, Bank of China Limited, Luxembourg Branch, Bank of China (Luxembourg) S.A., Rotterdam Branch, Bank of China Limited, Hungarian Branch, Joint Stock Commercial Bank BANK OF CHINA, China Construction</p>

Bank, China Construction Bank Corporation, Beijing Branch, Euler Hermes, SACE S.p.A., Joint Stock Company Russian Agency for Export Credit and Investment Insurance.

Agreement is governed by and construed in accordance with English law.

2.4. Content of transaction, including civil rights and obligations, to be established, amended or terminated by this transaction:

Obligations of Gazprom under Agreement:

I. Obligations to provide loans to Gazprom Pererabotka Blagoveshchensk.

Gazprom irrevocably and unconditionally undertakes to Security Agent acting for and on behalf of finance parties, to extend, in manner and on terms stipulated by Agreement, loan to Gazprom Pererabotka Blagoveshchensk or to make sure that Gazprom's affiliated company extends loan to Gazprom Pererabotka Blagoveshchensk in case of occurrence and presence of one of following events in reporting month, as carefully described in Agreement (hereinafter, any of listed events – Loan Extension Event):

1) Event of impossibility to fulfill obligations, which is understood as circumstances when amount of subscription fee paid by Gazprom in corresponding reporting month is less than it should have been in accordance with terms and conditions of gas processing agreement to be concluded by Gazprom and Gazprom Pererabotka Blagoveshchensk (hereinafter - GPA), including cases when subscription fee is not paid in full to Gazprom (hereinafter - Reduction of Subscription Fee) due to decision by court, tax authority, or due to tax legislation changes (as these events are carefully described in Agreement).

2) Event of non-availability, which is understood as circumstances when Reduction of Subscription Fee occurs on grounds that monthly available capacity of Amur Gas Processing Plant (hereinafter - Amur GPP) was partially or completely decreased in corresponding reporting month due to one of following events:

A) political force majeure situation affecting Gazprom Pererabotka Blagoveshchensk or Amur GPP (as this term is defined in GPA);

B) occurrence of Customer Risk Event (as this term is defined in GPA);

C) deliberate violation of GPA terms and conditions by Gazprom Pererabotka Blagoveshchensk or violation committed through gross negligence.

3) External termination event, which is understood as circumstances when court decides that GPA is considered terminated, invalid and (or) not concluded, and relevant judicial act enters into force (except in cases where relevant application for declaring GPA terminated, invalid and (or) non-concluded was filed by Gazprom).

II. Obligations to make payments to Finance Entities. Gazprom undertakes to pay in favor of Security Agent acting on behalf of and in interests of Finance Entities, on terms and conditions provided for by Agreement, total volume of all outstanding amounts for each of senior debt agreements (which are part of Project Financing Documents), as well as any amounts payable by Gazprom Pererabotka Blagoveshchensk due to fact that debt under senior loan agreements was repaid ahead of schedule, in case of one of following events:

1) Termination of GPA by Gazprom (as detailed in Agreement), except when such event represents Loan Extension Event;

2) Decision on dissolution of Gazprom Pererabotka Blagoveshchensk by its participants;

3) Occurrence of Gazprom's Bankruptcy Event (as this term is defined in Agreement);

4) Non-payment of subscription fee in favor of Gazprom Pererabotka Blagoveshchensk by Gazprom in accordance with GPA terms, except for Loan Extension Event (as detailed in Agreement);

5) If Loan Extension Event occurred in corresponding reporting month, default on any payment by Gazprom in favor of Gazprom Pererabotka Blagoveshchensk under GPA and Agreement that would be payable if Loan Extension Event did not occur (as detailed in Agreement);

6) Failure of Gazprom to fulfill its obligations on loan extension to Gazprom Pererabotka Blagoveshchensk in case of Substantial Damage to Amur GPP (as detailed in Agreement).

III. Obligations in case of substantial damage to Amur GPP.

In case of substantial damage to Amur GPP (as defined in Agreement), if this event entailed right to reduce subscription fee in accordance with GPA, Gazprom shall

undertake to Intercreditor Agent acting for and on behalf of Finance Organizations, to carry out following actions in cases and in manner provided for by Agreement:

- 1) In case of decision making to refurbish Amur GPP to its maximum capacity, ensure refurbishment of Amur GPP to its maximum capacity; or**
- 2) In case of decision making not to refurbish Amur GPP, provide loan to Gazprom Pererabotka Blagoveshchensk or ensure that its affiliated company provides loan to Gazprom Pererabotka Blagoveshchensk in accordance with Agreement; or**
- 3) In case of decision making to refurbish Amur GPP only partially, ensure refurbishment of Amur GPP only partially and provide loan to Gazprom Pererabotka Blagoveshchensk or ensure that its affiliated company provides loan to Gazprom Pererabotka Blagoveshchensk in accordance with Agreement.**

Loan in favor of Gazprom Pererabotka Blagoveshchensk in connection with Substantial Damage to Amur GPP should be provided in amount decreased by subscription fee in accordance with terms and conditions of GPA as result of Substantial Damage to Amur GPP.

2.5. Deadline for performing obligations under transaction, parties and beneficiaries under transaction, value of transaction in monetary terms and as percentage of value of assets owned by issuer or entity which provided security to cover issuer's bonds and which committed transaction.

Deadline for performing obligations under transaction: **December 27, 2036.**

Parties and beneficiaries to transaction:

Parties to transaction: Gazprom, Gazprom Pererabotka Blagoveshchensk, Credit Agricole Corporate and Investment Bank, Sberbank and Banca IMI S.p.A.

Beneficiaries to transaction:

Gazprom Pererabotka Blagoveshchensk (as party whose obligations are secured by Gazprom), Gazprombank (Joint Stock Company) (as one of finance parties, whose obligations are secured by Gazprom).

Value of transaction in monetary terms: **RUB 2,269,092,000,000.**

Value of transaction as percentage of value of issuer's assets: **14.44%.**

2.6. Value of assets of issuer or entity which provided security to cover issuer's bonds and which committed transaction, as of date of latest reporting period completed prior to transaction (conclusion of Agreement): **RUB 15,712,775,821,000.**

2.7. Date of transaction (conclusion of Agreement): **December 23, 2019.**

2.8. Information about decision-making concerning authorization of transaction or its subsequent approval in case when such decision was made by competent management body of issuer or entity which provided security to cover issuer's bonds and which committed transaction (name of company's management body, which made decision concerning authorization of transaction or its subsequent approval, date of mentioned decision making, date of compilation and number of minutes of meeting (session) of company's management body, at which this decision was made, in case this decision was made by collegiate management body of company) or indication that such decision making concerning authorization of transaction or its subsequent approval was not made:

Issuer's management body that made decision to authorize transaction or to subsequently approve transaction: Gazprom Board of Directors.

Date of decision making to authorize or to subsequently approve such transaction: December 9, 2019.

Date of compilation and number of minutes of meeting (session) of competent management body at which decision was made to authorize or to subsequently approve transaction: December 10, 2019.

Number of minutes of meeting (session) of entity's competent management body at which mentioned decision was made to authorize or to subsequently approve transaction:

Minutes No. 1283 of Gazprom Board of Directors' meeting.

Number of decision of issuer's competent management body to authorize or to subsequently approve transaction: Gazprom Board of Directors' decision No. 3350.

3.1. Deputy Department Head - Directorate Head, Gazprom (acting under power of attorney No. 01/04/04-571д, dated November 09, 2020)				Alexey Finikov
			(signature)	
3.2. Date	December	30, 2020	L.S.	