

**MATERIAL FACT STATEMENT  
ON ISSUER'S GENERAL SHAREHOLDERS MEETING AND ITS RESOLUTIONS**

1. General information	
1.1. Full legal name of issuer	Opens Joint–Stock Company Gazprom
1.2. Short legal name of issuer	JSC Gazprom
1.3. Address of issuer	16 Nametkina St., 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 General Shareholders Meeting of issuer (annual (regular), extraordinary): <i>annual</i>.</p> <p>2.2. Form of holding General Shareholders Meeting of issuer (physical meeting (joint attendance) or absentee voting): <i>physical meeting (joint attendance)</i>.</p> <p>2.3. Date, venue and time of holding General Shareholders Meeting of issuer: <i>June 27, 2014, conference hall in Bld. 2, 16 Nametkina St., Moscow at 10:00am</i>.</p> <p>2.4. Quorum of General Shareholders Meeting of issuer: <i>As of the moment of opening the Meeting (10:00am) the number of votes assigned to the persons with the right to vote taking part in the Meeting, constituted:</i>  <i>on items 1, 2 of the Agenda 17 552 091 621 (74.14%) ;</i>  <i>on item 3 of the Agenda 17 552 090 621 (74.14%);</i>  <i>on item 4 of the Agenda 17 552 087 021 (74.14%);</i>  <i>on item 5 of the Agenda 17 552 006 957 (74.14%);</i>  <i>on item 6 of the Agenda 17 552 013 397 (74.14%);</i>  <i>on items 7, 9, 10 of the Agenda 17 552 015 397 (74.14%);</i>  <i>on item 8 of the Agenda 17 552 013 997 (74.14%);</i>  <i>on sub-items 11.1–11.10, 11.12–11.17, 11.19–11.21, 11.23–11.28, 11.30–11.64, 11.66–11.80 of item 11 of the Agenda 17 538 600 390 (74.09%);</i>  <i>on sub-item 11.11 of item 11 of the Agenda 17 538 599 670 (74.09%);</i>  <i>on sub-items 11.18, 11.22, 11.29, 11.65 of item 11 of the Agenda 17 538 529 190 (74.09%);</i>  <i>on item 12 of the Agenda 191 970 265 718 cumulative votes (73.72%);</i>  <i>on item 13 of the Agenda 17 441 199 693 (73.68%).</i>  <i>Quorum present on all items of the Agenda.</i></p> <p>2.5. Agenda of General Shareholders Meeting of issuer: <i>1. Approval of the Company's Annual Report. 2. Approval of the Company's annual Accounting Statements, including the financial results. 3. Approval of the distribution of the Company's profit based on the results of 2013. 4. On the amount, terms and form of the dividend payout based on the results of 2013 as well as on the date when a list of persons entitled to receive dividends is drawn up 5. Approval of the Company's Auditor. 6. On the remuneration for the Board of Directors (Supervisory Council) Members – non-government officials in the amount prescribed by the Company's regulatory documents. 7. On the remuneration for the Audit Commission Members. 8. On the introduction of amendments into the Gazprom Articles of Association. 9. On the introduction of amendments into the Provision on the Gazprom Board of Directors. 10. On the ratification of guarantees of Gazprom to South Stream Transport under the obligations of Gazprom Export. 11. On the ratification of transactions of corporate interest, to be potentially executed by Gazprom while carrying on its usual business. 12. Election of the Board of Directors Members. 13. Election of the Audit Commission Members.</i></p> <p>2.6. The results of voting on the General Shareholders Meeting Agenda items where the quorum was present, and the wordings of the General Shareholders Meeting resolutions on such items:</p>

1. On item 1 of the Agenda: “Approval of the Company’s Annual Report”: “Approve the Annual Report of JSC Gazprom for 2013”. In favor – 17 497 207 425 (99.4011%), Against – 4 047 620 (0.0230%), Abstentions – 27 990 135 (0.1590%).

2. On item 2 of the Agenda: “Approval of the Company’s annual Accounting Statements, including the financial results”: “Approve annual Accounting (financial) statements of JSC Gazprom for 2013”. In favor – 17 496 165 639 (99.3951%), Against – 4 082 324 (0.0232%), Abstentions – 28 048 252 (0.1593%).

3. On item 3 of the Agenda: “Approval of the distribution of the Company’s profit based on the results of 2013”: “Approve distribution of the Company’s profits based on the results of 2013”. In favor – 17 498 930 633 (99.4109%), Against – 248 215 (0.0014%), Abstentions – 26 922 987 (0.1529%).

4. On item 4 of the Agenda: “On the amount, terms and form of the dividend payout based on the results of 2013 as well as on the date when a list of persons entitled to receive dividends is drawn up”: “Approve dividend amount per share, time and form of paying dividends based on the results of 2013, and establish the date as of which the persons entitled for dividends are defined as per the proposal of the Board of Directors of the Company: pay out annual dividends based on 2013 performance in money terms in the amount of 7 rubles 20 kopecks per one ordinary share of JSC Gazprom with nominal value of 5 rubles; establish the date as of which the persons entitled for dividend are defined – July 17, 2014; establish the date of completion of paying out dividend to nominee shareholders and to the trustees being professional participants of the securities markets registered in JSC Gazprom Register of Shareholders – July 31, 2014; establish the date of completion of paying out dividend to other persons registered in JSC Gazprom Register of Shareholders – August 21, 2014”. In favor – 17 567 360 689 (99.7996%), Against – 224 134 (0.0013%), Abstentions – 9 189 199 (0.0522%).

5. On item 5 of the Agenda: “Approval of the Company’s Auditor”: “Approve the Closed Joint-Stock Company PricewaterhouseCoopers Audit as the Company’s Auditor”. In favor – 17 486 319 879 (99.3397%), Against – 4 559 030 (0.0259%), Abstentions – 37 393 015 (0.2124%).

6. On item 6 of the Agenda: “On the remuneration for the Board of Directors (Supervisory Council) Members – non-government officials in the amount prescribed by the Company’s regulatory documents”: “Approve paying remuneration for working in the Board of Directors (Supervisory Council) to the Board of Directors members not being government employees in the amount set by internal corporate documents of the Company”. In favor – 14 951 074 054 (84.9369%), Against – 2 527 438 416 (14.3584%), Abstentions – 48 817 653 (0.2773%).

to the Chairman of the Board of Directors – RUB 24 220 550;

to the Deputy Chairman of the Board of Directors – RUB 23 494 800;

to the member of the Board of Directors performing the functions of the Chairman of the Audit Committee with the Board of Directors of JSC Gazprom – RUB 21 172 400;

to the members of the Board of Directors performing the functions of the members of the Audit Committee with the Board of Directors of JSC Gazprom – RUB 20 301 500 each;

to the members of the Board of Directors not performing any additional functions – RUB 19 866 050.

7. On item 7 of the Agenda: “On the remuneration for the Audit Commission Members”: “Approve paying remuneration to the Audit Commission Members of the Company in the amount recommended by the Board of Directors: to the Audit Commission Chairman – RUB 4 499 708; to the Audit Commission Members – RUB 3 093 630 each”. In favor – 17 397 084 517 (98.8327%), Against – 77 772 746 (0.4418%), Abstentions – 41 088 055 (0.2334%).

8. On item 8 of the Agenda: “On the introduction of amendments into the Gazprom Articles of Association”: “Approve amendments into the Gazprom Articles of Association”. In favor – 17 532 134 376 (99.5999%), Against – 22 818 549 (0.1296%), Abstentions – 19 854 803 (0.1128%).

9. On item 9 of the Agenda: “On the introduction of amendments into the Provision on the Gazprom Board of Directors”: “Approve amendments into the Provision on the Gazprom Board of Directors”. In favor – 17 526 376 219 (99.5672%), Against – 22 822 223 (0.1297%), Abstentions – 14 045 838

(0.0798%).

10. On item 10 of the Agenda: "On the ratification of guarantees of Gazprom to South Stream Transport under the obligations of Gazprom Export": "Approve as a related party transaction being also a major deal execution of a surety agreement between Gazprom and South Stream Transport governed by the English Law, according to which Gazprom gratuitously assumes obligation to South Stream Transport to assure discharge of Gazprom Export (beneficiary) obligations under the contract between South Stream Transport and Gazprom Export". In favor – 17 424 822 498 (73.6047%), Against – 86 949 108 (0.3673%), Abstentions – 64 138 468 (0.2709%).

11. On item 11 of the Agenda: "On the ratification of transactions of corporate interest, to be potentially executed by Gazprom while carrying on its usual business": "Pursuant to Chapter XI of the Federal Law "On Joint Stock Companies" and Chapter IX of Gazprom Charter approve the following transactions of corporate interest which can be performed by Gazprom in future in the normal course of business:

1. Agreements between Gazprom and Gazprombank (Open Joint Stock Company) for Gazprom receiving the amount within the limit of USD 500 million (or its equivalent in EUR or RUB) for the period of no more than 5 years (inclusive) with the annual interest rate not exceeding 12% – for facilities nominated in EUR or USD and not exceeding the CBR refinancing rate effective as of the date of the Facility Agreement plus 3% per annum – for facilities nominated in RUB.

IN FAVOR	14 409 142 964	81.9207%
AGAINST	4 311 114	0.0245%
ABSTENTIONS	25 748 186	0.1464%

2. Agreements between Gazprom and Sberbank of Russia for Gazprom receiving the amount within the limit of USD 1.5 billion (or its equivalent in EUR or RUB) for the period of no more than 5 years (inclusive) with the annual interest rate not exceeding 12% – for facilities nominated in EUR or USD and not exceeding the CBR refinancing rate effective as of the date of the Facility Agreement plus 3% per annum – for facilities nominated in RUB.

IN FAVOR	17 433 029 977	99.1124%
AGAINST	11 562 322	0.0657%
ABSTENTIONS	98 012 494	0.5572%

3. Agreements between Gazprom and VTB Bank for Gazprom receiving the amount within the limit of USD 1 billion (or its equivalent in EUR or RUB) for the period of no more than 5 years (inclusive) with the annual interest rate not exceeding 12% – for facilities nominated in EUR or USD and not exceeding the CBR refinancing rate effective as of the date of the Facility Agreement plus 3% per annum – for facilities nominated in RUB.

IN FAVOR	17 441 789 361	99.1622%
AGAINST	11 636 377	0.0662%
ABSTENTIONS	89 711 516	0.5100%

4. Deals between Gazprom and Gazprombank (Open Joint Stock Company) within the framework of Facility Agreement between Gazprom and the bank No.P2-0001/2012 as of June 26, 2012, for Gazprom receiving the amount within the limit of RUB 60 billion (or its equivalent in EUR or USD) for the period of no more than 90 calendar days with the annual interest rate not exceeding the indicative rate of facilities (deposits) offered at Moscow money-market (MosPrime Rate) for facilities nominated in RUB or not exceeding London interbank offered rate (LIBOR) – for facilities nominated in EUR or USD set for the period equal to the respective facility period as of the date of the deal and increased by 4%.

IN FAVOR	17 433 761 225	99.1166%
AGAINST	11 356 294	0.0646%
ABSTENTIONS	98 026 750	0.5573%

5. Deals between Gazprom and Sberbank of Russia within the framework of Facility Agreement between Gazprom and the bank No. 5589 as of June 18, 2013, for Gazprom receiving the amount within the limit of RUB 60 billion (or its equivalent in EUR or USD) for the period of no more than 90 calendar days with the annual interest rate not exceeding the indicative rate of facilities (deposits) offered at Moscow

money–market (MosPrime Rate) for facilities nominated in RUB or not exceeding London interbank offered rate (LIBOR) – for facilities nominated in EUR or USD set for the period equal to the respective facility period as of the date of the deal and increased by 4%.

IN FAVOR	17 432 612 268	99.1101%
AGAINST	11 519 304	0.0655%
ABSTENTIONS	98 074 052	0.5576%

6. Deals between Gazprom and VTB Bank within the framework of Facility Agreement between Gazprom and the bank No. 3114 as of August 1, 2013, for Gazprom receiving the amount within the limit of RUB 30 billion (or its equivalent in EUR or USD) for each deal in each working day for the period of no more than 90 calendar days with the annual interest rate not exceeding the indicative rate of facilities (deposits) offered at Moscow money–market (MosPrime Rate) for facilities nominated in RUB or not exceeding London interbank offered rate (LIBOR) – for facilities nominated in EUR or USD set for the period equal to the respective facility period as of the date of the deal and increased by 4% with maximal amount of the aggregate debt for the given facility set at the level of RUB 30 billion.

IN FAVOR	17 432 896 431	99.1117%
AGAINST	11 654 565	0.0663%
ABSTENTIONS	98 468 855	0.5598%

7. Line Of Credit Agreement between Gazprom and AB Rossiya, as well as deals between Gazprom and the bank within the framework of this Agreement for Gazprom receiving the amount within the limit of RUB 10 billion (or its equivalent in EUR or USD) for the period of no more than 90 calendar days with the annual interest rate not exceeding the indicative rate of facilities (deposits) offered at Moscow money–market (MosPrime Rate) for facilities nominated in RUB or not exceeding London interbank offered rate (LIBOR) – for facilities nominated in EUR or USD set for the period equal to the respective facility period as of the date of the deal and increased by 4%.

IN FAVOR	17 431 678 491	99.1048%
AGAINST	11 638 132	0.0662%
ABSTENTIONS	99 716 059	0.5669%

8. Agreements between Gazprom and Gazprombank (Open Joint Stock Company) and Sberbank of Russia for the banks to accept and credit (as per the terms and conditions set by the respective bank) the amounts to the accounts opened by Gazprom, as well as to perform transactions as prepayment orders of Gazprom; deals between Gazprom and the said banks for keeping the minimum balance of no more than RUB 30 billion (or its equivalent in foreign currency) for each deal at the accounts opened by Gazprom with banks accruing interest at the annual rate no less than 0.1% in the respective currency.

IN FAVOR	17 441 545 782	99.1609%
AGAINST	11 508 277	0.0654%
ABSTENTIONS	88 710 873	0.5044%

9. Agreements between Gazprom and AB Rossiya for AB Rossiya to accept and credit (as per the terms and conditions set by the respective bank) the amounts to the accounts opened by Gazprom, as well as to perform transactions as prepayment orders of Gazprom; deals between Gazprom and the said banks for keeping the minimum balance of no more than RUB 30 billion (or its equivalent in foreign currency) for each deal at the accounts opened by Gazprom with banks accruing interest at the annual rate no less than 0.1% in the respective currency.

IN FAVOR	17 431 017 656	99.1010%
AGAINST	11 663 400	0.0663%
ABSTENTIONS	99 043 510	0.5631%

10. Agreements between Gazprom and Gazprombank (Open Joint Stock Company), Sberbank of Russia and AB Rossiya for the banks to provide services to Gazprom using the electronic settlements system of the respective bank. Such services shall include receiving digital payment documents from Gazprom and performing debiting transactions for the respective bank accounts, providing digital accounts statements and managing other e–documents flow, as well as providing certification centers' service. Under these Agreements Gazprom undertakes to pay for the provided services as per the tariffs of the respective bank effective as of the moment of service provision.

IN FAVOR	17 440 467 389	99.1547%
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AGAINST	11 401 610	0.0648%
ABSTENTIONS	89 926 856	0.5113%

*11. Deals between Gazprom and Gazprombank (Open Joint Stock Company) to purchase/sell foreign currency within the framework of General Agreement between Gazprom and the bank No. 3446 as of September 12, 2006, about currency conversion transactions for the maximum amount of USD 500 million (or its equivalent in RUB, EUR or other currency) for each deal.*

IN FAVOR	17 440 886 703	99.1571%
AGAINST	11 331 084	0.0644%
ABSTENTIONS	89 229 037	0.5073%

*12. Deals between Gazprom and VTB Bank to purchase / sell foreign currency within the framework of General Agreement between Gazprom and the bank No. 1 as of July 26, 2006, about currency conversion transactions for the maximum amount of USD 500 million (or its equivalent in RUB, EUR or other currency) for each deal.*

IN FAVOR	17 440 571 746	99.1553%
AGAINST	11 366 221	0.0646%
ABSTENTIONS	89 757 142	0.5103%

*13. Agreement about general terms of forward and swap conversion transactions between Gazprom and VTB Bank, and deals to purchase / sell foreign currency on forward and swap terms between Gazprom and VTB Bank within the framework of this Agreement for the maximum amount of USD 300 million (or its equivalent in RUB, EUR or other currency) for each deal.*

IN FAVOR	17 440 360 252	99.1541%
AGAINST	11 328 844	0.0644%
ABSTENTIONS	90 002 168	0.5117%

*14. Deals between Gazprom and Sberbank of Russia to purchase / sell foreign currency within the framework of General Agreement between Gazprom and the bank about general terms of forward and conversion transactions No. K/015 as of December 09, 2013, for the maximum amount of USD 300 million (or its equivalent in RUB, EUR or other currency) for each deal.*

IN FAVOR	17 440 987 916	99.1577%
AGAINST	11 365 511	0.0646%
ABSTENTIONS	89 430 817	0.5084%

*15. Agreement about the deposit transactions procedure between Gazprom and VTB Bank for the term of 5 years, and deposit transactions between Gazprom and VTB Bank within the framework of the Agreement for the maximum amount of RUB 100 billion (or its equivalent in foreign currency) for each deal at the annual rate of 4% for the deals nominated in RUB or at no less than 1% for the deals nominated in foreign currency.*

IN FAVOR	17 429 792 503	99.0940%
AGAINST	11 423 898	0.0649%
ABSTENTIONS	98 160 210	0.5581%

*16. Deposit transactions between Gazprom and Gazprombank (Open Joint Stock Company) executed within the framework of General Agreement between Gazprom and the bank about the procedure of deposit transactions No. ДИ-0001/2013 as of September 12, 2013, for the maximum amount of RUB 100 billion (or its equivalent in foreign currency) for each deal at the annual rate of 4% for the deals nominated in RUB or at no less than 1% for the deals nominated in foreign currency.*

IN FAVOR	17 434 532 227	99.1210%
AGAINST	11 338 545	0.0645%
ABSTENTIONS	97 214 309	0.5527%

*17. Agreement about the deposit transactions procedure between Gazprom and Sberbank of Russia for the term of no more than 5 years, and deposit transactions between Gazprom and Sberbank of Russia within the framework of the Agreement for the maximum amount of RUB 100 billion (or its equivalent in foreign currency) for each deal at the annual rate of 4% for the deals nominated in RUB or at no less than 1% for the deals nominated in foreign currency.*

IN FAVOR	17 434 174 004	99.1189%
AGAINST	11 358 427	0.0646%
ABSTENTIONS	97 535 543	0.5545%

18. *Agreements between Gazprom and Gazprombank (Open Joint Stock Company) under which Gazprom provides sureties for the discharge of its subsidiaries obligations to Gazprombank as per the bank guarantees provided to the tax authorities of the Russian Federation in relation to the subsidiaries challenging the tax claims in courts for the maximum amount equal to USD 500 million for the period no more than 14 months.*

IN FAVOR	17 440 576 058	99.1557%
AGAINST	11 379 426	0.0647%
ABSTENTIONS	88 971 926	0.5058%

19. *Agreements between Gazprom and Sberbank of Russia under which Gazprom provides sureties for the discharge of its subsidiaries obligations to Sberbank as per the bank guarantees provided to the tax authorities of the Russian Federation in relation to the subsidiaries challenging the tax claims in courts for the maximum amount equal to USD 500 million for the period no more than 14 months.*

IN FAVOR	17 442 240 478	99.1648%
AGAINST	11 415 870	0.0649%
ABSTENTIONS	89 344 450	0.5080%

20. *Agreements between Gazprom and VTB Bank under which Gazprom provides sureties for the discharge of its subsidiaries obligations to VTB Bank as per the bank guarantees provided to the tax authorities of the Russian Federation in relation to the subsidiaries challenging the tax claims in courts for the maximum amount equal to USD 500 million for the period no more than 14 months.*

IN FAVOR	17 441 705 008	99.1618%
AGAINST	11 482 233	0.0653%
ABSTENTIONS	89 710 881	0.5100%

21. *Agreements between Gazprom and Gazprombank (Open Joint Stock Company) under which the bank issues guarantees to the tax authorities of the Russian Federation in relation to Gazprom challenging the tax claims in courts for the maximum amount equal to USD 500 million for the period no more than 12 months.*

IN FAVOR	17 434 345 181	99.1199%
AGAINST	11 209 585	0.0637%
ABSTENTIONS	97 403 004	0.5538%

22. *Agreements between Gazprom and VTB Bank under which the bank issues guarantees to the tax authorities of the Russian Federation in relation to Gazprom challenging the tax claims in courts for the maximum amount equal to USD 500 million for the period no more than 12 months.*

IN FAVOR	17 433 725 725	99.1168%
AGAINST	11 394 289	0.0648%
ABSTENTIONS	97 852 551	0.5563%

23. *Agreements between Gazprom and Sberbank of Russia under which the bank issues guarantees to the tax authorities of the Russian Federation in relation to Gazprom challenging the tax claims in courts for the maximum amount equal to USD 500 million for the period no more than 12 months.*

IN FAVOR	17 433 033 929	99.1125%
AGAINST	11 446 789	0.0651%
ABSTENTIONS	97 469 470	0.5541%

24. *Agreements between Gazprom and its subsidiary Tsentrenergogaz under which Gazprom temporarily provides Tsentrenergogaz with the building and equipment of mechanical repair shop of Oil and Gas Producing Division of Zapolyaroye gas/oil/condensate field in Novozapolyarny settlement, Taz district, Yamal–Nenets Autonomous Area, as well as the building and equipment of mechanical repair shop of Yuzhnaya regional repair facility in Izobilny town, Stavropol Territory – for the period of no more than 12 months, and Tsentrenergogaz pays a user fee of maximum amount of RUB 122.1 million.*

IN FAVOR	17 439 611 105	99.1499%
AGAINST	11 244 250	0.0639%
ABSTENTIONS	89 877 940	0.5110%

25. *Agreements between Gazprom and Centrgaz under which Gazprom temporarily provides Centrgaz with the following software systems: “Gazprom property and other assets management system for Centrgaz level (ERP)”, “Long-term investment accounting and analysis system for Centrgaz level”, “Non-core assets accounting and analysis system for Centrgaz level”, “Electronic archive module for Centrgaz level” and “Information security assurance system “Electronic Archive” for Centrgaz level” – for the period of no more than 12 months, and Centrgaz pays a user fee of maximum amount of RUB 1.5 million.*

IN FAVOR	17 439 423 413	99.1488%
AGAINST	11 246 697	0.0639%
ABSTENTIONS	90 110 186	0.5123%

26. *Agreements between Gazprom and Gazprombank (Open Joint Stock Company) under which Gazprom temporarily provides Gazprombank with non-residential premises located at 31, Lenina Str., Yugorsk city, Tyumen region for locating Gazprombank branch office with total area of 1,600 square meters, as well as the land plot occupied by the building and required for using it with total area of 3,371 square meters (hereinafter jointly referred to as “property”) – for the period of no more than 12 months, and Gazprombank pays a user fee of maximum amount of RUB 1.8 million.*

IN FAVOR	17 432 000 571	99.1066%
AGAINST	19 769 150	0.1124%
ABSTENTIONS	88 631 453	0.5039%

27. *Agreements between Gazprom and Gazprom Export under which Gazprom temporarily provides Gazprom Export with the following software systems: “Information Management Enterprise System (IMES Export) of Gazprom” – for the period of no more than 12 months, and Gazprom Export pays a user fee of maximum amount of RUB 88.6 million.*

IN FAVOR	17 432 287 256	99.1082%
AGAINST	11 155 963	0.0634%
ABSTENTIONS	97 400 675	0.5538%

28. *Agreements between Gazprom and Gazprom Neft under which Gazprom temporarily provides Gazprom Neft with a specialized communication unit M-468P, as well as the following software systems: “Gazprom property and other assets management system for Gazprom Neft level (ERP)”, “Long-term investment accounting and analysis system for Gazprom Neft level”, “Non-core assets accounting and analysis system for Gazprom Neft level”, “Electronic archive module for Gazprom Neft level” and “Information security assurance system “Electronic Archive” for Gazprom Neft level” – for the period of no more than 12 months, and Gazprom Neft pays a user fee of maximum amount of RUB 2.3 million.*

IN FAVOR	17 431 259 447	99.1024%
AGAINST	19 717 792	0.1121%
ABSTENTIONS	89 925 996	0.5113%

29. *Agreements between Gazprom and Gazprom Space Systems under which Gazprom temporarily provides Gazprom Space Systems with the following software systems: “Gazprom property and other assets management system for Gazprom Space Systems level (ERP)”, “Long-term investment accounting and analysis system for Gazprom Space Systems level”, “Non-core assets accounting and analysis system for Gazprom Space Systems level”, “Electronic archive module for Gazprom Space Systems level” and “Information security assurance system “Electronic Archive” for Gazprom Space Systems level” – for the period of no more than 12 months, and Gazprom Neft pays a user fee of maximum amount of RUB 1.8 million.*

IN FAVOR	17 430 992 448	99.1013%
AGAINST	11 178 378	0.0636%
ABSTENTIONS	98 606 893	0.5606%

30. *Agreements between Gazprom and Gazprom Mezhhregiongaz under which Gazprom temporarily*

provides Gazprom Mezhregiongaz with the following software systems: “Gazprom property and other assets management system for Gazprom Mezhregiongaz level (ERP)”, “Long-term investment accounting and analysis system for Gazprom Mezhregiongaz level”, “Non-core assets accounting and analysis system for Gazprom Mezhregiongaz level”, “Electronic archive module for Gazprom Mezhregiongaz level” and “Information security assurance system “Electronic Archive” for Gazprom Mezhregiongaz level” – for the period of no more than 12 months, and Gazprom Mezhregiongaz pays a user fee of maximum amount of RUB 1.8 million.

IN FAVOR	17 431 844 635	99.1057%
AGAINST	11 162 178	0.0635%
ABSTENTIONS	98 385 912	0.5594%

31. Agreements between Gazprom and Gazprom Export under which Gazprom Export undertakes on assignment by Gazprom for the maximum fee of no more than RUB 300 million on its own behalf but at the expense of Gazprom to accept and sell at foreign markets (beyond the borders of the Russian Federation) commercial products of Gazprom including oil, gas condensate, sulfur, refined products (gasoline, LPG, diesel fuel, fuel oil, etc.) in the amount not exceeding 6.5 million tons for the maximum amount of no more than RUB 70 billion.

IN FAVOR	17 430 826 880	99.0999%
AGAINST	11 353 329	0.0645%
ABSTENTIONS	98 550 844	0.5603%

32. Agreements between Gazprom and Gazprom Tsentrrremont under which Gazprom temporarily provides Gazprom Tsentrrremont with the following software systems: “Gazprom property and other assets management system for Gazprom Tsentrrremont level (ERP)”, “Long-term investment accounting and analysis system for Gazprom Tsentrrremont level”, “Non-core assets accounting and analysis system for Gazprom Tsentrrremont level”, “Electronic archive module for Gazprom Tsentrrremont level” and “Information security assurance system “Electronic Archive” for Gazprom Tsentrrremont level” – for the period of no more than 12 months, and Gazprom Tsentrrremont pays a user fee of maximum amount of RUB 1.5 million.

IN FAVOR	17 433 436 367	99.1147%
AGAINST	11 204 626	0.0637%
ABSTENTIONS	98 447 454	0.5597%

33. Agreements between Gazprom and Gazprom Gazoraspredeleniye under which Gazprom temporarily provides Gazprom Gazoraspredeleniye with the asset package of gas distribution network comprising facilities for transporting and supplying gas directly to the users (gas pipeline branches, gas pipelines bridges, distribution gas pipelines, inter-community and street gas pipelines, high-, medium- and low-pressure pipelines, gas control units, buildings), as well as the with the following software systems: “Gazprom property and other assets management system for Gazprom Gazoraspredeleniye level (ERP)”, “Long-term investment accounting and analysis system for Gazprom Gazoraspredeleniye level”, “Non-core assets accounting and analysis system for Gazprom Gazoraspredeleniye level”, “Electronic archive module for Gazprom Gazoraspredeleniye level” and “Information security assurance system “Electronic Archive” for Gazprom Gazoraspredeleniye level” – for the period of no more than 12 months, and Gazprom Gazoraspredeleniye pays a user fee of maximum amount of RUB 1,490.63 million.

IN FAVOR	17 434 180 198	99.1190%
AGAINST	11 142 695	0.0633%
ABSTENTIONS	97 522 572	0.5544%

34. Agreements between Gazprom and Druzhba under which Gazprom temporarily provides Druzhba with the facilities of Druzhba recreation and retreat center (treatment facilities, transformer substations, check points, cottages, utilities, metal fencing, parking lots, ponds, roads, pedestrian crossings, grounds, sewage pump station, above ground roofed passage, maintenance shop, diesel generators station, boiler house extension, materials warehouse, garage, garage with administration and amenity building, stele, as well as appliances, equipment, furniture, tools) located in Rogozinino village, Naro-Fominsk District, Moscow Region (starting from July 01, 2012 due to the change in border lines between two Russian Federation entities – Moscow city and Moscow Region – this territory was included into Moscow city borders) – for the period of no more than year, and Druzhba pays the user fee



*of the maximum amount of RUB 127.7 million.*

IN FAVOR	17 432 644 697	99.1102%
AGAINST	11 326 776	0.0644%
ABSTENTIONS	98 949 096	0.5626%

*35. Agreements between Gazprom and Gazprom Investproject under which Gazprom Investproject undertakes during 5 years starting from the day of signing to provide Gazprom at its request with information, analytical, consulting, organization and management services for project organization and contract administration, project finance organization, control over cash funds being used for the intended purpose and assurance of timely commissioning the facilities created within the framework of investment projects, and Gazprom undertakes to pay for such services the maximum amount of RUB 2 500 million.*

IN FAVOR	17 432 000 029	99.1066%
AGAINST	21 026 971	0.1195%
ABSTENTIONS	89 861 657	0.5109%

*36. Agreements between Gazprom and NOVATEK under which Gazprom shall provide for injection and storage in the UGS facilities owned by NOVATEK natural gas in the amount not exceeding 18.6 billion cubic meters, and NOVATEK shall pay for such injection and storage the amount not exceeding RUB 20.3 billion; also Gazprom shall provide for off-take of NOVATEK-owned gas from UGS facilities in the amount not exceeding 18.6 billion cubic meters, and NOVATEK shall pay for such off-take the amount not exceeding RUB 1.4 billion.*

IN FAVOR	17 434 126 298	99.1187%
AGAINST	11 237 831	0.0639%
ABSTENTIONS	97 995 144	0.5571%

*37. Agreements between Gazprom and Gazprom Komplektatsiya under which Gazprom shall temporarily provide Gazprom Komplektatsiya with the following software systems: "Gazprom property and other assets management system for Gazprom Komplektatsiya level (ERP)", "Long-term investment accounting and analysis system for Gazprom Komplektatsiya level", "Non-core assets accounting and analysis system for Gazprom Komplektatsiya level", "Electronic archive module for Gazprom Komplektatsiya level" and "Information security assurance system "Electronic Archive" for Gazprom Komplektatsiya level" – for the period of no more than 12 months, and Gazprom Komplektatsiya shall pay a user fee of maximum amount RUB of 878 million.*

IN FAVOR	17 432 869 261	99.1115%
AGAINST	12 176 423	0.0692%
ABSTENTIONS	97 886 327	0.5565%

*38. Agreements between Gazprom and Severneftegazprom under which Severneftegazprom shall supply and Gazprom shall receive (off-take) gas in the amount not exceeding 21 billion cubic meters and shall pay for that the amount not exceeding RUB 38 billion.*

IN FAVOR	17 438 879 768	99.1457%
AGAINST	11 113 896	0.0632%
ABSTENTIONS	88 822 583	0.5050%

*39. Agreements between Gazprom and Tomskgazprom under which Gazprom shall provide gas transportation services in the amount not exceeding 3.6 billion cubic meters, and Tomskgazprom shall pay for gas transportation via trunk pipelines the amount not exceeding RUB 2 billion.*

IN FAVOR	17 440 867 798	99.1570%
AGAINST	11 074 624	0.0630%
ABSTENTIONS	88 673 471	0.5041%

*40. Agreements between Gazprom and Gazprom Mezhrefiongaz under which Gazprom shall provide gas transportation services in the amount not exceeding 6 billion cubic meters across the territory of the Russian Federation and the Republic of Kazakhstan, and Gazprom Mezhrefiongaz shall pay for gas transportation via trunk pipelines the amount not exceeding RUB 12.2 billion.*

IN FAVOR	17 297 661 646	98.3428%
AGAINST	12 953 718	0.0736%

ABSTENTIONS

97 057 198

0.5518%

41. *Agreement between Gazprom, Gazprom Dobycha Yamburg, Gazprom Transgaz Tchaikovsky, Gazprom Dobycha Urengoy, Gazprom Transgaz Yugorsk, Gazflot, 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, Gazprom Neft Shelf, Gazprom Pererabotka, Gazprom Transgaz Krasnodar, Gazprom Transgaz Surgut, Gazprom Mezhrefiongaz, Gazprom Dobycha Astrakhan, Gazprom Dobycha Krasnodar, Gazprom Dobycha Noyabrsk, Gazprom Dobycha Orenburg, Gazprom UGS, Gazprom Transgaz Makhachkala (insured parties) and SOGAZ under which SOGAZ undertakes in case of damage to the environment (environmental risks), life, health and property of third parties resulting from incidents caused by the insured parties while performing onshore and offshore drilling and exploration; hydrocarbons production, transportation, processing and storage; construction and other supporting operations directly associated with the this activities (insurable event) to pay insurance compensation to individuals whose life, health, or property was damaged, to legal entities whose property was damaged and to the state in the person of authorized executive agencies in charge of environmental management in case of damage to the environment (beneficiary parties) within cumulative amount of insurance coverage not exceeding RUB 50 billion, and Gazprom undertakes to pay insurance premium in the amount not exceeding RUB 900 million for the period of 1 year.*

IN FAVOR	17 439 823 567	99.1511%
AGAINST	11 160 358	0.0635%
ABSTENTIONS	89 802 313	0.5106%

42. *Agreements between Gazprom and Gazprom Mezhrefiongaz under which Gazprom Mezhrefiongaz undertakes at the request of Gazprom for a fee in the amount not exceeding RUB 2,205 million on its own behalf but at the expense of Gazprom to accept and sell gas purchased by Gazprom from third-parties suppliers in the amount not exceeding 49 billion cubic meters for the amount not exceeding RUB 220.5 billion.*

IN FAVOR	17 430 695 526	99.0992%
AGAINST	12 533 696	0.0713%
ABSTENTIONS	97 399 869	0.5537%

43. *Agreements between Gazprom and Latvijas Gaze under which Gazprom shall sell and Latvijas Gaze shall buy gas in the amounts not exceeding: in H2 2014 –750 million cubic meters for the total maximum amount of EUR 203 million; in 2015 – 1.445 billion cubic meters for the total maximum amount of EUR 405 million, and also Latvijas Gaze provides for injection and storage in the Incukalns UGS facility Gazprom-owned gas, its off-take and transportation across the territory of the Republic of Latvia in the amounts not exceeding: in H2 2014 – 1 billion cubic meters for injection, 400 million cubic meters for storage and off-take, 1.4 billion cubic meters for transportation, and Gazprom shall pay for that the amount not exceeding 13.1 million EUR; in 2015 – injection, storage and off-take of no more than 1 billion cubic meters, transportation of no more than 2 billion cubic meters, and Gazprom shall pay for that the amount not exceeding EUR 24 million.*

IN FAVOR	17 430 946 582	99.1006%
AGAINST	11 657 017	0.0663%
ABSTENTIONS	98 100 560	0.5577%

44. *Agreements between Gazprom and Russian Agricultural Bank under which Russian Agricultural Bank on its terms and conditions shall receive the in-coming funds and credit the accounts opened by Gazprom, and shall perform transactions as per orders issued by Gazprom; as well as deals between Gazprom and Russian Agricultural Bank for maintaining the minimum balance in the amount not exceeding EUR 30 billion or its equivalent in foreign currency for each deal at the annual rate of no less than 0.1% in the respective currency paid by the bank.*

IN FAVOR	17 439 458 449	99.1490%
AGAINST	11 485 392	0.0653%
ABSTENTIONS	89 783 431	0.5104%

45. *Agreements between Gazprom and Lietuvos Dujos under which Gazprom shall sell and Lietuvos Dujos shall buy gas: in H2 2014 – in the amount not exceeding 580 million cubic meters for the total maximum amount of EUR 197 million; in 2015 – 1.2 billion cubic meters for the total maximum amount of EUR 420 million.*

IN FAVOR	17 433 396 065	99.1145%
AGAINST	11 450 564	0.0651%
ABSTENTIONS	97 946 420	0.5569%

46. *Agreements between Gazprom and Moldovagaz under which Gazprom shall sell and Moldovagaz shall buy gas in 2015–2017 in the amount not exceeding 10 billion cubic meters for the total maximum amount of USD 3.5 billion; and also Moldovagaz in 2015–2017 shall provide for gas transportation (transit) across the territory of Moldova Republic in the amount not exceeding 25.4 billion cubic meters, and Gazprom shall pay for gas transportation via trunk pipelines the total maximum amount not exceeding USD 76.2 million.*

IN FAVOR	17 433 821 680	99.1169%
AGAINST	11 352 726	0.0645%
ABSTENTIONS	97 640 683	0.5551%

47. *Agreements between Gazprom and KazRosGaz under which Gazprom in 2015 shall organize transportation of KazRosGaz-owned gas across the territory of the Russian Federation in the amount not exceeding 8.5 billion cubic meters, and KazRosGaz shall pay for such transportation via trunk pipelines the maximum amount of USD 34.7 million.*

IN FAVOR	17 441 046 804	99.1580%
AGAINST	11 140 628	0.0633%
ABSTENTIONS	89 713 629	0.5101%

48. *Agreements between Gazprom and Gazprom Neft under which Gazprom in 2015 shall organize transportation of gas in the amount not exceeding 15 billion cubic meters, and Gazprom Neft shall pay for such transportation via trunk pipelines the maximum amount of RUB 15.95 billion.*

IN FAVOR	17 434 599 406	99.1214%
AGAINST	11 132 905	0.0633%
ABSTENTIONS	97 063 228	0.5518%

49. *Agreements between Gazprom and AK Transneft under which AK Transneft shall organize transportation of oil via trunk pipelines, as well as storage of oil in the tank farm being part of trunk pipelines system in the amount not exceeding 350 thousand tons, and Gazprom shall pay for such services the maximum amount of RUB 400 million.*

IN FAVOR	17 441 835 786	99.1625%
AGAINST	11 164 326	0.0635%
ABSTENTIONS	90 051 068	0.5120%

50. *Agreements between Gazprom and Gubkin Russian State University of Oil and Gas federal government funded institution of higher professional education (hereinafter referred to as “the University”) under which the University undertakes within 1 year starting from the day of signing to perform as assigned by Gazprom scientific research for Gazprom on the following topics: Developing Methodology Guidelines on surface gravimetrical monitoring of gas and condensate formations development at the fields of Gazprom; Developing proposals on regulating metal strength degradation processes in heat-affected zone when welding high-tensile pipe steel; Developing methodology for defining the carbon equivalent critical value for high-tensile pipe steel based on their cold cracking capacities during welding; Developing the method to minimize coking in cracking furnaces by using coking inhibitors; Developing the casing string design instruction; Developing and building the test-bench for gas cutting, welding and heating equipment used for repair and renewal operations and emergency response – and to submit the results of such research to Gazprom, and Gazprom undertakes to accept the results and to pay for them the maximum amount of RUB 37.6 million.*

IN FAVOR	17 431 261 494	99.1024%
AGAINST	11 288 186	0.0642%
ABSTENTIONS	100 255 558	0.5700%

51. *Agreements between Gazprom and Gubkin Russian State University of Oil and Gas federal government funded institution of higher professional education (hereinafter referred to as “the University”) under which the University undertakes within 2 years starting from the day of signing to perform as assigned by Gazprom scientific research for Gazprom on the following topics: Investment projects/programs macroeconomic efficiency assessment; Economic efficiency studies of investment into promising standard projects and programs of using natural gas as motor fuel in the key segments of Russian automotive fuels market with account of global practices of economic incentives for gas fuel; Developing the equipment for corrosion inhibitors injection into field flow–lines; Lithological and petrophysical heterogeneity studies of producing reservoirs in Vendian terrigenous deposits to update gas dynamic model of Chayandinskoye oil/gas/condensate field – and to submit the results of such research to Gazprom, and Gazprom undertakes to accept the results and to pay for them the maximum amount of RUB 160 million.*

IN FAVOR	17 430 659 433	99.0990%
AGAINST	11 353 799	0.0645%
ABSTENTIONS	100 113 453	0.5692%

52. *Agreements between Gazprom and Gubkin Russian State University of Oil and Gas federal government funded institution of higher professional education (hereinafter referred to as “the University”) under which the University undertakes within 2 years starting from the day of signing to perform as assigned by Gazprom scientific research for Gazprom on the following topics: Developing power efficient method to produce gas from low–temperature, low–permeability and mudded–off reservoirs in Turonian horizons and mixtures to prevent generation of gas hydrates in near–field zones using kinetic inhibitors (KHI); Developing methodology to measure the mechanical properties change in trunk pipelines ring–type welded joints made of high–tensile steel occurring in the process of operation based on hardness measurements; Identifying promising areas in Eastern Siberian and Far Eastern sedimentary cover from the UGS creation standpoint (southern part of the Irkutsk Region and Republic of Sakha, Amur Region) – and to submit the results of such research to Gazprom, and Gazprom undertakes to accept the results and to pay for them the maximum amount of RUB 165 million.*

IN FAVOR	17 430 416 708	99.0976%
AGAINST	11 297 864	0.0642%
ABSTENTIONS	99 939 952	0.5682%

53. *Agreements between JSC Gazprom and Gubkin Russian State University of Oil and Gas federal government funded institution of higher professional education (hereinafter referred to as “the University”) under which the University undertakes within 2 years starting from the day of signing to perform as assigned by Gazprom scientific research for Gazprom on the following topics: Assessment of reserves and outlook for developing non–conventional and stranded gas in European Russia; Developing hydrodynamic model for the system reservoir – subsea tieback facilities – onshore production facility, design solutions for operating offshore wells with subsea completion; Integrated interpretation of geological and geo–physical data, oil and gas resources assessment for Yamal shelf of the Kara Sea (within the limits of Gazprom license blocks); Developing recommendations for updating crude gas hydrating conditions depending on wellhead pressure – and to submit the results of such research to Gazprom, and Gazprom undertakes to accept the results and to pay for them the maximum amount of RUB 65 million.*

IN FAVOR	17 430 393 365	99.0974%
AGAINST	11 315 271	0.0643%
ABSTENTIONS	99 892 106	0.5679%

54. *Agreements between Gazprom and Gubkin Russian State University of Oil and Gas federal government funded institution of higher professional education (hereinafter referred to as “the University”) under which the University undertakes within 2 years starting from the day of signing to perform as assigned by Gazprom scientific research for Gazprom on the following topics: Interpretation of outcomes of thermodynamic and hydrodynamic bore–hole research to justify the modes of low–temperature gas wells development at East Siberia fields; Developing new hydration inhibitors and assessing feasibility of their use at gas transportation facilities of Gazprom; Integrated engineering and process solutions to increase reliability and elastic stability of wellhead (upper) part of strings in producing gas wells in permafrost areas; Developing new generation turbine oil with super antioxidant, anticorrosion and anti–wear properties to be used at Gazprom facilities – and to submit the results of*

such research to Gazprom, and Gazprom undertakes to accept the results and to pay for them the maximum amount of RUB 119 million.

IN FAVOR	17 429 862 731	99.0944%
AGAINST	11 268 111	0.0641%
ABSTENTIONS	100 250 717	0.5700%

55. Agreements between Gazprom and Gubkin Russian State University of Oil and Gas federal government funded institution of higher professional education (hereinafter referred to as “the University”) under which the University undertakes within 2 years starting from the day of signing to perform as assigned by Gazprom scientific research for Gazprom on the following topics: Developing electronic for geological disciplines courses for training in prospecting and exploration of oil and gas fields; Developing lists of professions, specializations and requirements to competencies of key operations personnel engaged in offshore gas exploration, production and transportation, as well as recommendations for systematic organization of such personnel training, professional upgrade and retraining; Studying the possibility of using composite pipes for Gazprom Group distribution grid – and to submit the results of such research to Gazprom, and Gazprom undertakes to accept the results and to pay for them the maximum amount of RUB 23 million.

IN FAVOR	17 430 148 443	99.0961%
AGAINST	11 288 758	0.0642%
ABSTENTIONS	100 179 473	0.5696%

56. Agreements between Gazprom and VTB Bank for the bank to accept and credit (as per the terms and conditions set by VTB Bank) the amounts to the accounts opened by Gazprom, as well as to perform transactions as prepayment orders of Gazprom; deals between Gazprom and VTB Bank for keeping the minimum balance of no more than RUB 30 billion (or its equivalent in foreign currency) for each deal with VTB Bank paying interest at the annual rate no less than 0.1% in the respective currency.

IN FAVOR	17 438 377 449	99.1428%
AGAINST	11 683 948	0.0664%
ABSTENTIONS	91 550 745	0.5205%

57. Agreements between Gazprom and Gubkin Russian State University of Oil and Gas federal government funded institution of higher professional education named (hereinafter referred to as “the University”) under which the University undertakes within 3 years starting from the day of signing to perform as assigned by Gazprom scientific research for Gazprom on the following topics: Developing gas dynamic model of Krasnoyarsk region, quantitative assessment of hydrocarbons resources based on basin modeling to justify selection of promising exploration areas; Developing methodology for calculating thermodynamic properties, condensates, their fractions and processed products in-situ and under processing based on multi-constant fundamental constitutive equations for gas condensates at the fields of Yakutsk gas production center; Specifying the requirements to the systems of development, reserves assessment and improving follow-up exploration efficiency of major gas and condensate accumulations in Paleozoic carbonate deposits at Gazprom fields in Caspian Lowland, Orenburg region, based on the new fractured supergene models of their geologic structure; Developing HC production stimulation techniques using multiple-stream gas dynamic devices – and to submit the results of such research to Gazprom, and Gazprom undertakes to accept the results and to pay for them the maximum amount of RUB 135 million.

IN FAVOR	17 431 883 604	99.1059%
AGAINST	11 321 010	0.0644%
ABSTENTIONS	100 045 507	0.5688%

58. Agreements between Gazprom and Gubkin Russian State University of Oil and Gas federal government funded institution of higher professional education (hereinafter referred to as “the University”) under which the University undertakes within 3 years starting from the day of signing to perform as assigned by Gazprom scientific research for Gazprom on the following topics: Developing the technology for using dispersion system for reservoir dewatering and extension of dry wells operation during cyclic UGS operations in heterogeneous aquifers; Developing technology and mixtures for selective water shutoff in depleted gas reservoirs (water cone management) using hydrophobic and hydrophobia-inducing mixtures easily removed from bottomhole formation zone by gas stream; Research and development of packaged stand-alone remote control system for regulating modes of

wells operations; Developing new catalysts without precious metals for efficient conversion of gas condensate into high value added products; Research and development of the process for glycol de-salting in vaporizer with falling-down film directly in the process of fire-tube regeneration unit operations – and to submit the results of such research to Gazprom, and Gazprom undertakes to accept the results and to pay for them the maximum amount of RUB 197 million.

IN FAVOR	17 431 953 402	99.1063%
AGAINST	11 305 418	0.0643%
ABSTENTIONS	99 981 133	0.5684%

59. Agreements between Gazprom and Gubkin Russian State University of Oil and Gas federal government funded institution of higher professional education (hereinafter referred to as “the University”) under which the University undertakes within 3 years starting from the day of signing to perform as assigned by JSC Gazprom scientific research for JSC Gazprom on the following topics: Development and endurance tests of new super-acid oxocomplex catalyst for C5–C6 hydrocarbons isomerization with improved performance parameters; Developing criteria for assessing deformability of new generation ultra-strong pipes for long-distance gas transportation for the needs of Gazprom; Feasibility study for operating watering-out wells (tubing replacement, gas lift, double lift, free piston, wellhead ejectors, wellhead compressors, surfactants, other) at Cenomanian and Valanginian deposits in the fields of Nadym–Pur–Taz region; Developing and adjusting geological hydrodynamic models for deposits with oil rims and their preparation for designing consecutive and partially combined development of oil and oil/gas/condensate zones with reservoir stimulation by way of displacing oil with more viscous agent and cycling process (including using non-hydrocarbon gas); Developing methodology for identifying defects and stress-strain behavior at gas transportation facilities during operations and for performing repairs via non-contact thermal methods of express-diagnostics; Creating intelligent system for field development control – and to submit the results of such research to Gazprom, and Gazprom undertakes to accept the results and to pay for them the maximum amount of RUB 331 million.

IN FAVOR	17 431 683 851	99.1048%
AGAINST	11 412 488	0.0649%
ABSTENTIONS	100 081 899	0.5690%

60. Agreement between Gazprom and Gazprom Tsentrremont (the License Holder) under which (Gazprom provides the License Holder with a simple (non-exclusive license) for the right to use software for well construction cost estimates based on input method in current by way of downloading the software in the License Holder’s computers memory, and the License Holder pays a license feed to Gazprom in the maximum amount of RUB 250 thousand.

IN FAVOR	17 443 280 730	99.1707%
AGAINST	11 217 609	0.0638%
ABSTENTIONS	88 743 730	0.5045%

61. Agreements between Gazprom and Gazprom Space Systems under which Gazprom Space Systems undertakes during the period from July 01, 2014, until July 01, 2015, at the assignment of Gazprom to provide services of implementing Gazprom investment projects for construction and commissioning of certain facilities, and Gazprom undertakes to pay for such services the amount not exceeding RUB 0.53 million.

IN FAVOR	17 440 632 692	99.1557%
AGAINST	11 448 745	0.0651%
ABSTENTIONS	89 950 670	0.5114%

62. Agreements between Gazprom and Gazprom Tsentrremont under which Gazprom Tsentrremont undertakes during the period from July 01, 2014, until July 01, 2015, at the assignment of Gazprom to provide services of implementing Gazprom investment projects for construction and commissioning of certain facilities, and Gazprom undertakes to pay for such services the amount not exceeding RUB 294.56 million.

IN FAVOR	17 431 810 898	99.1055%
AGAINST	11 463 293	0.0652%
ABSTENTIONS	98 804 123	0.5617%

63. *Agreements between Gazprom and Gazprom Tsentrreremont under which Gazprom Tsentrreremont undertakes during the period 2014–2015 at the assignment of Gazprom and for remuneration of the total amount not exceeding RUB 2.47 million on its own behalf but at the expense of Gazprom to organize development and expert evaluation of cost estimate documentation and “under-load” start-up operations at Gazprom facilities subject to commissioning under investment projects implementation contracts, as well as other work required for “under-load” start-up operations.*

IN FAVOR	17 433 108 044	99.1129%
AGAINST	11 478 778	0.0653%
ABSTENTIONS	97 384 522	0.5537%

64. *Agreements between Gazprom and Vostokgazprom, Gazprom Gazoraspredeleniye, Gazprom Export, Gazprom Space Systems , Gazprom Komplektatsiya, Gazprom Neft, Druzhba, Gazprom Mezhhregiongaz, Tsentrenergogaz – subsidiary of Gazprom, Centrgaz, Gazprom Tsentrreremont, Gazprom Gazenergaset and Gazprom Transgaz Belarus (the Contractors) under which the Contractors undertake during the period from October 01, 2014, to January 31, 2015, at the assignment of Gazprom to organize and carry out stock-taking of Gazprom fixed assets leased to the Contractors, and Gazprom undertakes to pay for such services the amount not exceeding RUB 3.3 million.*

IN FAVOR	17 432 993 885	99.1122%
AGAINST	11 354 566	0.0646%
ABSTENTIONS	97 685 760	0.5554%

65. *Agreement between Gazprom and SOGAZ under which SOGAZ undertakes in case of loss/damage of Gazprom property including buildings and structures; machinery and equipment; linear sections, process equipment and tooling of oil/gas/product pipelines, including subsea pipelines; vessels; assets being part of wells, floating drilling rigs and sea platforms (insured property), as well as Gazprom incurs loss from interruption of business caused by loss/damage of the insured property (insurable events) to pay insurance compensation to Gazprom or its subsidiaries to which the insured property was leased (beneficiary parties) within cumulative amount of insurance coverage not exceeding RUB 16 trillion, and Gazprom undertakes to pay insurance premium in the amount not exceeding RUB 6.87 billion for validity period of 1 year for each agreement.*

IN FAVOR	17 440 544 870	99.1556%
AGAINST	11 272 891	0.0641%
ABSTENTIONS	90 313 482	0.5135%

66. *Agreement between Gazprom and SOGAZ under which SOGAZ undertakes in case of: Members of Gazprom Board of Directors and of the Executive Board not being government officials and/or public servants of the Russian Federation (the insured parties) are presented with claims by individuals or legal entities in favor of which the Agreement is executed and who may be caused harm including Gazprom shareholders, Gazprom debtors and creditors, Gazprom employees, as well as the Russian Federation in the person of its authorized bodies and representatives (third parties (beneficiary parties)) for damages caused by unintentional erroneous action (failure to act) of the insured parties when performing managerial activities;*

*The insured parties incur legal and other expenses for settlement of such claims;*

*Gazprom is presented with claims issued by third parties (beneficiary parties) for reimbursement of damages caused by unintentional erroneous action (failure to act) of the insured parties when performing managerial activities based on the claims associated with JSC Gazprom securities, as well as claims initially presented to the insured parties;*

*Gazprom incurs legal and other expenses for settlement of such claims (insurable events) to pay insurance compensation to the third parties (beneficiary parties) whose interests were violated, as well as to the insured parties and/or Gazprom in case they have incurred legal and other expenses for settlement of claims for damages within cumulative amount of insurance coverage not exceeding the RUB equivalent of USD 100 million, and Gazprom undertakes to pay insurance premium to SOGAZ in the amount not exceeding the RUB equivalent of USD 2 million for validity period of 1 year.*

IN FAVOR	17 438 094 513	99.1412%
AGAINST	12 458 206	0.0708%
ABSTENTIONS	91 484 390	0.5201%

67. *Agreement between Gazprom and SOGAZ under which SOGAZ undertakes in case of liability of*

*Gazprom performing in the capacity of a customs broker due to damaging the property of the third parties represented by Gazprom in the process of customs clearance (beneficiary parties) or due to breach of contracts with such parties (insurable events) to pay insurance compensation to the above mentioned parties within cumulative amount of insurance coverage not exceeding RUB 20 million for each insurable event, and Gazprom undertakes to pay insurance premium to SOGAZ in the amount not exceeding RUB 300 thousand for validity period of 1 year.*

IN FAVOR	17 441 830 615	99.1625%
AGAINST	11 324 396	0.0644%
ABSTENTIONS	89 521 088	0.5090%

*68. Agreements between Gazprom and SOGAZ under which SOGAZ undertakes in case of damage to life and health of Gazprom employees (the insured parties) resulting from an accident having occurred during the period of coverage or from diseases diagnosed during the term of agreements (insurable events) to pay insurance compensation to the insured party or to the party appointed by a beneficiary party, or to the insured party heir (beneficiary parties) within cumulative amount of insurance coverage not exceeding RUB 700 billion, and Gazprom undertakes to pay insurance premium to SOGAZ in the amount not exceeding RUB 60 million for validity period of 1 year for each agreement.*

IN FAVOR	17 442 188 218	99.1645%
AGAINST	11 326 846	0.0644%
ABSTENTIONS	89 223 312	0.5073%

*69. Agreements between Gazprom and SOGAZ under which SOGAZ undertakes in case of Gazprom employees, their family members, Gazprom pensioners and their family members (the insured parties being beneficiary parties) apply to a medical institution seeking medical services (insurable events) to organize and to pay for provision of medical services to the insured parties within cumulative amount of insurance coverage not exceeding RUB 1 trillion, and Gazprom undertakes to pay insurance premium to SOGAZ in the amount not exceeding RUB 1.6 billion for validity period of 1 year for each agreement.*

IN FAVOR	17 440 734 913	99.1562%
AGAINST	11 515 022	0.0655%
ABSTENTIONS	89 414 272	0.5083%

*70. Agreements between Gazprom and SOGAZ under which SOGAZ undertakes in case any transportation vehicle belonging to Gazprom is damaged/destroyed, stolen, or its parts/elements/aggregated/nodes/accessories are stolen (insurable events) to pay insurance compensation to Gazprom (beneficiary party) cumulative amount of insurance coverage not exceeding RUB 1.4 billion, and Gazprom undertakes to pay insurance premium to SOGAZ in the amount not exceeding RUB 30 million for validity period of 1 year for each agreement.*

IN FAVOR	17 442 199 264	99.1646%
AGAINST	11 354 568	0.0646%
ABSTENTIONS	89 454 307	0.5086%

*71. Agreements between Gazprom and SOGAZ under which SOGAZ undertakes in case individual Gazprom employees going on business trips away from their residence locations (the insured parties being beneficiary parties) during such trips incur expenses caused by:*

*sudden disease or accident with the insured party;*

*urgent need for early return from the trip;*

*loss of luggage or documents;*

*need to get legal consultation in relation with an accident/traffic accident during the trip;*

*need to provide rescue services to the insured party in case of an emergency situation (threat to life/health of the insured party);*

*need for reimbursement of damages caused to third parties' lives/health/property (insurable events),*

*to pay insurance compensation to the insured party and/or the company rendering services to the insured parties in case of insurable event occurrence (servicing company) within cumulative amount of insurance coverage not exceeding RUB 1.2 billion, and Gazprom undertakes to pay insurance premium to SOGAZ in the amount not exceeding RUB 1.3 million for validity period of 1 year for each agreement.*

IN FAVOR	17 433 775 592	99.1167%
AGAINST	19 991 196	0.1137%




ABSTENTIONS

89 207 068


0.5072%

72. *Agreements between Gazprom and VTB Bank for the bank to provide services to Gazprom using its electronic settlements system. Such services shall include receiving digital payment documents from Gazprom and performing debiting transactions for the respective bank accounts, providing digital accounts statements and managing other e–documents flow, as well as providing certification center service. Under these Agreements Gazprom undertakes to pay for the provided services as per the tariffs of VTB Bank effective as of the moment of service provision.*

IN FAVOR	17 442 435 262	99.1659%
AGAINST	11 299 782	0.0642%
ABSTENTIONS	89 249 732	0.5074%



73. *Agreement between Gazprom and Gazprom Gazomotornoye Toplivo (the License Holder) under which Gazprom provides the License Holder with a non–exclusive license for using Gazprom trademarks: “Газпром”, “Gazprom” and  registered in the State Register of Trademarks and Service Marks of the Russian Federation, Trademarks (Service Marks) Certificates No. 228275 of November 19, 2002; No. 228276 of November 19, 2002; No. 220181 of September 3, 2002 – on goods, labels and packages of goods produced/sold/demonstrated at fairs and exhibitions or are otherwise included into civil commerce in the territory of the Russian Federation, or are stored/transported with this purpose, or are imported into the territory of the Russian Federation; during performance of work or rendering services; on back–up, business and other documents including those related to bringing the goods into civil commerce; in offers for selling goods/performing work/rendering services, as well as in announcements, advertisements, during charity and sponsorship events, in publications, on official letterheads, on signs including those on administrative buildings, industrial facilities, transportation vehicles, as well as on clothes and personal protection equipment (PPE); in the seal of the License Holder (sub–holders); in the Internet; in the commercial name of the License Holder (sub–holders) – until expiration of expiration of the exclusivity periods for Gazprom trademarks with the right (subject to Gazprom consent received in writing in advance) to execute sub–license agreements with the third parties (sub–holders) for the right to use the above described trademarks within the limits of rights/usage stipulated for the License Holder in the License Agreement. And the License Holder under this Agreement shall pay to Gazprom a license fee for the right to use Gazprom trademarks, as well as for the right to use them under sub–license agreements – in the amount not exceeding RUB 21.24 million.*

IN FAVOR	17 441 190 755	99.1588%
AGAINST	11 411 522	0.0649%
ABSTENTIONS	89 129 888	0.5067%

74. *Agreement between Gazprom and Association of equipment manufacturers “New Technologies in Gas Industry” (the License Holder) under which Gazprom provides the License Holder with a non–exclusive license for using Gazprom trademarks: “Газпром”, “Gazprom” and  registered in the State Register of Trademarks and Service Marks of the Russian Federation, Trademarks (Service Marks) Certificates No. 228275 of November 19, 2002; No. 228276 of November 19, 2002; No. 220181 of September 3, 2002 – on goods, labels and packages of goods produced/sold/demonstrated at fairs and exhibitions or are otherwise included into civil commerce in the territory of the Russian Federation, or are stored/transported with this purpose, or are imported into the territory of the Russian Federation; during performance of work or rendering services; on back–up, business and other documents including those related to bringing the goods into civil commerce; in offers for selling goods/performing work/rendering services, as well as in announcements, advertisements, during charity and sponsorship events, in publications, on official letterheads, on signs including those on administrative buildings, industrial facilities, transportation vehicles, as well as on clothes and personal protection equipment (PPE); in the seal of the License Holder (sub–holders); in the Internet; in the commercial name of the License Holder (sub–holders) – until expiration of expiration of the exclusivity periods for Gazprom trademarks with the right (subject to Gazprom consent received in writing in advance) to execute sub–license agreements with the third parties (sub–holders) for the right to use the above described trademarks within the limits of rights/usage stipulated for the License Holder in the License Agreement. And the License Holder under this Agreement shall pay to Gazprom a license fee for the right to use Gazprom trademarks, as well as for the right to use them under sub–license agreements – in the amount*

not exceeding RUB 4.2 million.

IN FAVOR	17 441 134 275	99.1585%
AGAINST	11 373 898	0.0647%
ABSTENTIONS	89 244 186	0.5074%

75. Agreement between Gazprom and Gazprom Neft (the License Holder) under which Gazprom provides the License Holder with an exclusive license for using Gazprom trademarks:  and  registered in blue and white colors / combination of colors in the Intellectual Property National Center of Belarus Republic, Certificates No. 41043 of November 9, 2012, and No. 41042 of November 9, 2012 – on goods, labels and packages; during performance of work/rendering services; in the offers to sell goods/perform work/render services; during charity and sponsorship events; on back-up, business and other documents; in announcements, advertisements, publications, official letterheads, signs including those on administrative buildings, industrial facilities, multifunctional fuelling stations with the relevant service stations, shops, car washes, cafes, tire fitting stations, recreational facilities; transportation vehicles, as well as on clothes and personal protection equipment (PPE); in the seal of the License Holder (sub-holders); in the Internet; in the commercial name of the License Holder (sub-holders) – until expiration of expiration of the exclusivity periods for Gazprom trademarks with the right (subject to Gazprom consent received in writing in advance) to execute sub-license agreements with the third parties (sub-holders) for the right to use the above described trademarks within the limits of rights/usage stipulated for the License Holder in the License Agreement. And the License Holder under this Agreement shall pay to Gazprom a license fee for the right to use Gazprom trademarks, as well as for the right to use them under sub-license agreements – in the amount not exceeding RUB 8.49 million (or its equivalent in any foreign currency).

IN FAVOR	17 441 911 333	99.1629%
AGAINST	11 188 101	0.0636%
ABSTENTIONS	88 927 103	0.5056%

76. Agreements between Gazprom and Russian Agricultural Bank for the bank to provide services to Gazprom using its electronic settlements system. Such services shall include receiving digital payment documents from Gazprom and performing debiting transactions for the respective bank accounts, providing digital accounts statements and managing other e-documents flow, as well as providing certification center service. Under these Agreements Gazprom undertakes to pay for the provided services as per the tariffs of Russian Agricultural Bank effective as of the moment of service provision.

IN FAVOR	17 440 120 033	99.1527%
AGAINST	11 523 277	0.0655%
ABSTENTIONS	89 910 388	0.5112%

77. Agreements between Gazprom and Gazprom Mezhhregiongaz for Gazprom to supply and Gazprom Mezhhregiongaz to accept (off-take) gas in the amount not exceeding 262 billion cubic meters on a monthly delivery basis and pays for gas the amount not exceeding RUB 1.2 trillion<sup>1</sup>.

IN FAVOR	17 443 504 823	73.6836%
AGAINST	11 155 653	0.0471%
ABSTENTIONS	89 515 188	0.3781%

78. Agreements between Gazprom and Gazprom Neft for Gazprom Neft to supply and Gazprom to accept (off-take) oil during 2015–2031 in the amount not exceeding 25 million tons and to pay for this oil the amount not exceeding RUB 280 billion.

IN FAVOR	17 442 590 290	73.6798%
AGAINST	11 118 062	0.0470%
ABSTENTIONS	89 883 843	0.3797%

<sup>1</sup> Only votes of shareholders uninterested in the transaction (i.e. not related parties) are taken into account during voting on items 77-80.

The number of votes on items 77-80 belonging to all persons included into the list of qualified participants of the annual Shareholders Meeting and who were not related parties totaled 23,673,512,900; the number of votes on items 77-80 belonging to participants who were not related parties and were effectively present at the annual Shareholders Meeting made up 17,589,144,736.

79. *Agreements between Gazprom and NOVATEK for Gazprom to provide services of transporting gas in the amount not exceeding 380 billion cubic meters, and NOVATEK to pay for this gas transportation via trunk pipelines the maximum amount of RUB 589 billion.*

FOR	17 433 798 916	73.6426%
AGAINST	19 982 872	0.0844%
ABSTENTIONS	90 084 924	0.3805%

80. *Agreements between Gazprom and Gazprom Transgaz Belarus for Gazprom to sell and Gazprom Transgaz Belarus to buy in 2015–2017 gas in the amount not exceeding 69 billion cubic meters for the maximum amount not exceeding USD 12.6 billion; and for Gazprom Transgaz Belarus in 2015–2017 to provide for transportation of no more than 146.5 billion cubic meters of gas across the territory of the Republic of Belarus, and Gazprom to pay for such services the amount not exceeding USD 1,890 million.*

IN FAVOR	17 434 212 127	73.6444%
AGAINST	19 894 679	0.0840%
ABSTENTIONS	89 701 611	0.3789%

12. On item 12 of the Agenda: “Election of the Board of Directors Members”:

*“Elect the following persons to the Gazprom Board of Directors: Andrey Igorevich Akimov, Farit Rafikovich Gazizullin, Viktor Alexeevich Zubkov, Timur Kulibayev, Vitaly Anatolyevich Markelov, Viktor Georgiyevich Martynov, Vladimir Alexandrovich Mau, Alexey Borisovich Miller, Valery Abramovich Musin, Andrey Yuryevich Sapelin, Mikhail Leonidovich Sereda”.*

Andrey Igorevich Akimov: “IN FAVOR” – 16,267,844,150 (8.4497%); Farit Rafikovich Gazizullin: “IN FAVOR” – 16,052,517,916 (8.3378%); Viktor Alexeevich Zubkov: “IN FAVOR” – 16,071,755,209 (8.3478%); Timur Kulibayev: “IN FAVOR” – 15,911,424,899 (8.2645%); Vitaly Anatolyevich Markelov: “IN FAVOR” – 11,087,296,317 (5.7588%); Viktor Georgiyevich Martynov: “IN FAVOR” – 16,053,522,762 (8.3384%); Vladimir Alexandrovich Mau: “IN FAVOR” – 16,051,029,369 (8.3371%); Alexey Borisovich Miller: “IN FAVOR” – 16,156,833,570 (8.3920%); Valery Abramovich Musin: “IN FAVOR” – 23,222,609,961 (12.0620%); Andrey Yuryevich Sapelin: “IN FAVOR” – 16,049,631,057 (8.3363%); Mikhail Leonidovich Sereda: “IN FAVOR” – 16,052,130,237 (8.3376%).

*Results of voting on candidates not elected to the Board of Directors: Elena Evgenyevna Karpel: “IN FAVOR” – 133,242,422 (0.0692%); Seppo Juha Remes: “IN FAVOR” – 7,973,014,226 (4.1413%); Oleg Genrikhovich Savelyev: “IN FAVOR” – 950,499,357 (0.4937%).*

*5,326,442 votes were casted “against all candidates”, 136,716,553 votes were “abstained on all candidates”.*

13. On item 13 of the Agenda: “Election of the Audit Commission Members”:

*“Elect to the Gazprom Audit Commission the following persons: Dmitry Alexandrovich Arkhipov, Alexey Anatolyevich Afonyashin, Irina Mikhailovna Babenkova, Vadim Kasymovich Bikulov, Marina Vitalyevna Mikhina, Yury Stanislavovich Nosov, Sergey Revazovich Platonov, Tatyana Vladimirovna Fisenko, Alan Fyodorovich Khadzhev.*

No	Full name of candidate	Number of votes casted “IN FAVOR”	Number of votes casted “AGAINST”	Number of votes “ABSTENTIONS”	Number of votes in ballots recognized as invalid
1	VLADIMIR IVANOVICH ALISOV	57 562 256 0.3300%	13 601 741 366	851 794 419	3 788 474
2	DMITRY ALEXANDROVICH ARKHIPOV	16 844 526 490 96.5789%	1 131 083	424 167 080	3 137 198
3	ALEXEY ANATOLYEVIKH AFONYASHIN	14 425 995 306 82.7122%	143 784 562	742 595 584	6 617 693
4	IRINA MIKHAILOVNA BABENKOVA	13 546 394 870 77.6689%	139 518 451	821 969 084	4 063 564
5	ANDREY VIKTOROVICH BELOBROV	47 027 689 0.2696%	13 609 082 435	851 487 131	4 155 636
6	VADIM KASYMOVICH BIKULOV	16 206 725 983 92.9221%	1 751 653	427 124 798	5 897 297
7	LARISA VLADIMIROVNA VIT	42 213 280 0.2420%	13 503 824 974	937 024 499	29 360 584
8	ALEXANDER SERGEEVICH IVANNIKOV	685 625 153 3.9311%	13 504 232 803	934 080 891	27 876 428
9	MARINA VITALYEVNA	16 199 848 721 92.8827%	32 259 035	399 599 999	5 440 392

	MIKHINA					
10	YURY STANISLAVOVICH NOSOV	16 169 079 772	92.7062%	1 093 195	426 701 041	4 948 377
11	KAREN IOSIFOVICH OGANYAN	777 586 030	4.4583%	13 371 629 149	942 318 529	30 808 231
12	OLEG VALENTINOVICH OSIPENKO	900 740 114	5.1644%	13 533 486 207	825 034 409	30 017 129
13	SERGEY REVAZOVICH PLATONOV	14 394 339 438	82.5307%	32 980 503	832 780 157	28 531 386
14	SVETLANA PETROVNA RAY	255 392 269	1.4643%	13 861 714 268	504 027 672	28 809 726
15	MIKHAIL NIKOLAYEVICH ROSSEYEV	12 564 916	0.0720%	13 833 917 723	609 170 347	27 992 101
16	TATYANA VLADIMIROVNA FISENKO	14 150 470 055	81.1324%	364 453 511	579 225 428	29 046 477
17	ALAN FYODOROVICH KHADZIEV	14 010 688 362	80.3310%	507 634 687	573 967 680	30 884 879
18	ALEXANDER VIKTOROVICH SHEVCHUK	3 473 250 712	19.9141%	13 504 302 221	375 591 113	6 581 183

2.7. Date of compilation and number of minutes of issuer's General Shareholders Meeting:  
*Gazprom's annual General Shareholders Meeting: No. 1, dated June 30, 2014*

### 3. Signature

3.1. Member of the Management Committee,  
Head of the Asset Management  
and Corporate Relations Department  
(acting under power of attorney  
No. 01/0400–48Д, dated February 14, 2012)  
3.2. Date: July 01, 2014

Elena Mikhailova