

# MATERIAL FACT STATEMENT ON CERTAIN DECISIONS OF ISSUER'S BOARD OF DIRECTORS

1. General information	
1.1. Full legal name of issuer	Open 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	www.gazprom.ru; www.e-disclosure.ru/PORTAL/company.aspx?id=934

2. Contents of Statement	
On ratification of transactions considered by Russian law as major transactions and (or) related-party transactions	
<p>2.1. Quorum of issuer's Board of Directors meeting and voting results on decision-making issues: 11 out of 11 elected Board of Directors' Members took part in meeting in absentia and submitted voting ballots, quorum recorded as present.</p> <p>Voting results:</p> <p><b>On ratification of agreement for termination and waiver of claims as related-party transaction:</b> In favor – 11 votes, Against – 0 votes, Abstentions – 0 votes.</p>	
<p>2.2. Contents of decision made by issuer's Board of Directors:</p> <p>According to Article 77, Chapter 11 of Federal Law on Joint Stock Companies and sub-clauses 7, 17 of clause 34.1, Article 34 of Gazprom's Articles of Association, Board of Directors decided:</p> <p>1. To determine that, based on market value, price of property (funds) acquired by Gazprom under loan agreement with Gazprom Komplektatsiya shall be 1.5% per annum.</p> <p>2. To ratify conclusion of loan agreement between Gazprom and Gazprom Komplektatsiya as related-party transaction under terms listed in Appendix to Board of Directors' Decision.</p> <p>Appendix to Board of Directors' Decision.</p>	
Basic terms of loan agreement	
<b>Parties:</b>	
<b>Lender</b>	Gazprom Komplektatsiya
<b>Borrower</b>	Gazprom
<b>Subject of agreement</b>	Gazprom Komplektatsiya shall extend to Gazprom amount not exceeding RUB 6,000,000,000 (Six billion) (hereinafter referred to as loan amount), and Gazprom undertakes to repay extended loan amount in full (hereinafter referred to as principal debt) and pay interest for use of loan funds (hereinafter referred to as interest) according to procedure and within time stipulated by agreement. Term of loan repayment – upon expiration of 3 (three) years following credit of first tranche within loan to Gazprom's account.
<b>Purpose of loan</b>	Funds extended by Gazprom Komplektatsiya shall be used by Gazprom to finance its working capital.
<b>Loan price</b>	Gazprom Komplektatsiya shall accrue interest monthly at rate of 1.5% of amount of indebtedness under principal debt. Interest rate can be changed subject to agreement between Parties.
<b>Term of Agreement</b>	Shall enter into force upon credit of first loan tranche to Gazprom's current account, and shall remain in effect until Parties fulfill their obligations under agreement to fullest extent.
<b>Responsibilities of Parties</b>	For failure to comply with term of repayment of principal debt and term of interest payment Gazprom Komplektatsiya shall be entitled to claim from Gazprom payment of penalty at rate of 0.001% of amount of delayed funds for each calendar day of delay.
2.3. Date of Gazprom's Board of Directors meeting where corresponding decisions were made: April 30, 2013.	

2.4. Date of compilation and number of minutes of Gazprom's Board of Directors meeting where corresponding decisions were made: Minutes No. 867 dated April 30, 2013.
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3. Signature				
3.1. First Deputy Head of Department for Finance and Economics, Gazprom (acting under power of attorney No. 01/0400-122Д, dated March 4, 2013)				Alexander Ivannikov
			(signature)	
3.2. Date	April	30, 2013	L.S.	