

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
<p>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: 10 out of 11 elected Board of Directors' Members took part in meeting in absentia, quorum recorded as present, In favor –10 out of 10 Board Members who took part in voting.</p> <p>2.2. Contents of decision made by issuer's Board of Directors:</p> <p>On ratification of supplementary agreement to contract for consulting services concluded with Gazprombank (Open Joint Stock Company) as related-party transaction.</p> <p>1. To determine that, based on market price calculated by National Rating and Consulting Agency, price of consulting services specified in Appendix 2 hereto shall be equal to amount determined according to parameters set forth in Appendix 1 hereto.</p> <p>2. To ratify conclusion of supplementary agreement to contract for consulting services between Gazprom and Gazprombank (Open Joint Stock Company) dated August 1, 2006 as related-party transaction under terms listed in Appendix 2 hereto.</p> <p>2.3. Appendices to Decision No. 2190/KT of Gazprom's Board of Directors dated June 28, 2013:</p> <p>Basic terms of Appendix 1</p> <p>Remuneration for Phase 1: RUB equivalent of USD 30,000 (Thirty thousand) for each calendar month of service provision under Phase 1.</p> <p>Remuneration for Phase 2: RUB equivalent of USD 100,000 (One hundred thousand) for each calendar month of service provision under Phase 2.</p> <p>Basic terms of Appendix 2</p> <p>Parties:</p> <p>Company – Gazprom;</p> <p>Advisor – Gazprombank (Open Joint Stock Company) (hereinafter – Bank GPB (OJSC)).</p> <p>Subject matter: provision of consulting services.</p> <p>Service period:</p> <p>- under Phase 1: from February 1, 2012 till July 31, 2012.</p> <p>- under Phase 2: 24 months from date of written notice by Gazprom of need to provide services under Phase 2.</p> <p>Cost of services and payment procedure:</p> <p>Gazprom shall pay to Bank GPB (OJSC) cost of provided services, including:</p> <p>- remuneration for Phase 1, paid upon provision by Bank GPB (OJSC) of services under Phase 1 in amount equal to RUB equivalent of USD 30,000 (Thirty thousand) (excl. VAT) for each calendar month of service provision under Phase 1;</p> <p>- remuneration for Phase 2, paid upon provision by Bank GPB (OJSC) of services under Phase 2 in amount equal to RUB equivalent of USD 100 000 (One hundred thousand) (excl. VAT) for each calendar month of service provision under Phase 2. Remuneration for services provided under Phase 2 shall be paid every 6 (Six) calendar months from date of commencement of services under Phase 2.</p> <p>Besides, Gazprom undertakes to reimburse Bank GPB (OJSC) with:</p> <p>- documented overhead costs of Bank GPB (OJSC) incurred by it on its behalf and at its own expense, in amount not exceeding USD 10,000 (Ten thousand) (excl. VAT) for each calendar month of service provision. If specified</p>

limit is exceeded, Bank GPB (OJSC) shall agree on that excess in writing with Gazprom.
 - costs for payment for services of external consultants, including legal, tax, financial, technical ones, and auditors, and independent assessors incurred by Bank GPB (OJSC) on its own behalf, but at expense and at written instruction of Gazprom. Total limit of expenses for involvement of external consultants shall not exceed USD 500,000 (Five hundred thousand) (incl. VAT, presented by external consultants (if any)).

Coming into effect and term of supplementary agreement:

Supplementary agreement shall come into effect upon its signing by Parties, and shall remain in effect until Parties fulfill their respective incurred obligations to fullest extent. Terms of supplementary agreement shall apply to relations between Parties arising from February 1, 2012.

2.4. Date of Gazprom's Board of Directors meeting where corresponding decisions were made: June 28, 2013.

2.5. Date of execution and number of minutes of Gazprom's Board of Directors meeting where corresponding decisions were made: Minutes No. 882/KT dated June 28, 2013.

3. Signature

3.1. Deputy Chairman of Gazprom
 Management Committee, Gazprom
 (acting under power of attorney
 No. 01/0400-449Д, dated June 24, 2013)

Alexander Medvedev

(signature)

3.2. Date June 28, 2013

L.S.