

# 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	
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, quorum recorded as present, in favor –11 out of 11 Board Members.	
2.2. Contents of decision made by issuer's Board of Directors:	
2.2.1. On ratification of related-party transaction with Mosenergo.	
1. To determine that, based on market value price of property (funds) disposed of by Gazprom under loan agreement with Mosenergo shall be 8.3 % per annum of loan amount extended to Mosenergo.	
2. To ratify conclusion of loan agreement between Gazprom and Mosenergo as related-party transaction under terms listed in Appendix to Board of Directors' Decision.	
<b>Appendix to Board of Directors' Decision</b>	
<b>Parties:</b>	
<b>Lender</b>	Gazprom
<b>Borrower</b>	Mosenergo
<b>Subject-matter of agreement</b>	Gazprom shall extend to Mosenergo amount not exceeding RUB 10,000,000,000 (Ten billion rubles) (hereinafter referred to as "loan amount"), and Mosenergo 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.
<b>Purpose of loan</b>	Funds extended by Gazprom shall be used by Mosenergo to finance its principal activities.
<b>Interest for use of loan funds</b>	Gazprom shall accrue monthly at rate of 8.3% of amount of indebtedness under principal debt. Interest rate can be changed subject to agreement between Parties. Mosenergo shall pay interest quarterly, and on date of repayment of principal debt in full.
<b>Loan maturity</b>	Not later than 5 years from date of first tranche of loan amount.
<b>Responsibilities of Parties</b>	For failure to comply with term of repayment of principal debt and term of interest payment Gazprom shall be entitled to claim from Mosenergo payment of penalty at rate of 0.01% of amount of delayed funds for each calendar day of delay.
<b>Term of Agreement</b>	Agreement shall become effective upon Gazprom's transfer of loan amount to Mosenergo, and shall remain valid until Parties fully meet their obligations under agreement.
2.2.2. On ratification of related-party transaction with TGC-1.	
1. To determine that, based on market value, price of property (funds) disposed of by Gazprom under loan	

agreement with TGC-1 shall be 8% per annum of loan amount extended to TGC-1.

2. To ratify conclusion of loan agreement between Gazprom and TGC-1 as related-party transaction under terms listed in Appendix to Board of Directors' Decision.

#### Appendix to Board of Directors' Decision

<b>Parties:</b> <b>Lender</b> <b>Borrower</b>	Gazprom TGC-1
<b>Subject-matter of agreement</b>	Gazprom shall extend to TGC-1 amount not exceeding RUB 10,000,000,000 (Ten billion rubles) (hereinafter referred to as "loan amount"), and TGC-1 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.
<b>Purpose of loan</b>	Funds extended by Gazprom shall be used by TGC-1 to finance its principal activities.
<b>Interest for use of loan funds</b>	Gazprom shall accrue monthly at rate of 8% of amount of indebtedness under principal debt. Interest rate can be changed subject to agreement between Parties. TGC-1 shall pay interest quarterly, and on date of repayment of principal debt in full.
<b>Loan maturity</b>	Not later than 3 years from date of first tranche of loan amount.
<b>Responsibilities of Parties</b>	For failure to comply with term of repayment of principal debt and term of interest payment Gazprom shall be entitled to claim from TGC-1 payment of penalty at rate of 0.01% of amount of delayed funds for each calendar day of delay.
<b>Term of Agreement</b>	Agreement shall become effective upon Gazprom's transfer of loan amount to TGC-1, and shall remain valid until Parties fully fulfill their obligations under agreement.

2.3. Date of issuer's Board of Directors meeting where corresponding decisions were made: September 13, 2013.

2.4. Date of execution and number of minutes of issuer's Board of Directors meeting where corresponding decisions were made: No. 904, dated September 13, 2013.

3. Signature				
3.1. First Deputy Head of Department for Finance and Economics (acting under power of attorney No. 01/0400-122д, dated March 4, 2013)				Alexander Ivannikov
		(signature)		
3.2. Date	September	13, 2013	L.S.	