

MATERIAL FACT STATEMENT
ON CONCLUSION OF RELATED-PARTY TRANSACTION BY ISSUER

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. Category of transaction (related-party transaction; major related-party transaction): related-party transaction.</p> <p>2.2. Type and subject of transaction: Type: Agreement. Subject: direct agreement to gas processing agreement.</p> <p>2.3. Contents of transaction, including civil rights and obligations being determined, modified or terminated by means of transaction: Subject of direct agreement to gas processing agreement (hereinafter – Agreement): 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 by 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). Obligations of Gazprom: 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 affiliate 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 impossibility, 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:</p>	

- 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 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 Gas Processing Plant

In case of substantial damage to Amur Gas Processing Plant (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 Financing 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 affiliate 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 affiliate 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 of GPA as result of substantial damage to Amur GPP).

2.4. Deadline for performing obligations under transaction, parties and beneficiaries of transaction, cost of transaction in monetary terms and as percentage of issuer's assets value:

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

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

Beneficiaries of transaction: Crédit Agricole Corporate and Investment Bank, Credit Suisse AG, DZ BANK AG, London Branch, ING Bank, a branch of ING-DiBa AG, Intesa Sanpaolo Bank Luxembourg S.A., Landesbank Hessen-Thüringen Girozentrale, Mizuho Bank, Ltd., MUFG Bank, Ltd., Natixis, Société Générale, Sumitomo Mitsui Banking Corporation, UniCredit Bank AG, Gazprombank (Joint Stock Company), Sberbank of Russia, VTB Bank (Public Joint Stock Company), Cassa Depositi e Prestiti S.p.A., UBI Banca S.p.A., UniCredit S.p.A., Bank of China Limited, London Branch, China

Construction Bank Corporation, Beijing Branch, China Development Bank, ING Bank N.V., Natixis, London Branch.

Value of transaction in monetary terms and as percentage of value of issuer's assets:

Limit of Gazprom's obligations under Agreement is RUB 2,269,092,000,000, which equals 14.44% of Issuer's assets value.

Limit of obligations to Bank GPB (Joint Stock Company) is RUB 60,000,000,000, which equals 0.381% of Issuer's assets value

2.5. Value of issuer's assets as at end date of last completed reporting period preceding transaction (conclusion of agreement):

Gazprom's assets amounted to RUB 15,712,775,821,000 as of September 30, 2019.

2.6. Date of transaction (agreement): December 23, 2019.

2.7. Full and abbreviated company's name (institution name for non-commercial organization), address of legal entity or first name, patronymic and last name (if any) of individual recognized, according to Russian legislation, related party of issuer's transaction, ground(s) based on which such individual is recognized related party of transaction, participating interest of related party in equity (pooled) capital (stake held by related party) of issuer and legal entity being party to transaction:

- Alexey Miller is Chairman of Gazprom Management Committee, holds positions on Gazprom Management Committee and Board of Directors, as well as on Board of Directors of GPB (Joint Stock Company);

- Mikhail Sereda holds positions on Gazprom Board of Directors and Board of Directors of GPB (Joint Stock Company);

- Elena Vasileva holds positions on Gazprom Management Committee and Board of Directors of GPB (Joint Stock Company);

- Famil Sadygov holds positions on Gazprom Management Committee and Board of Directors of GPB (Joint Stock Company);

- Andrey Akimov is Chairman of GPB (Joint Stock Company) Management Board, holds positions on Board of Directors and Management Board of GPB, as well as on Gazprom Board of Directors.

2.8. Information about decision-making concerning authorization of transaction or its follow-up approval in case when such decision was made by authorized management body of issuer (name of issuer's management body, which made decision concerning authorization of transaction or its follow-up approval, date of mentioned decision making, date of compilation and number of minutes of meeting (session) of issuer's management body, at which this decision was made, in case this decision was made by collegiate management body of issuer) or indication that such decision making concerning authorization of transaction or its follow-up approval was not made:

Gazprom Board of Directors' Decision on Approval of Direct Agreement to Gas Processing Agreement concluded by Gazprom No. 3350, dated December 10, 2019.

3. Signature				
3.1. Deputy Department Head - Directorate Head, Gazprom (acting under power of attorney No. 01/04/04-54д, dated February 11, 2019)				Alexey Finikov
			(signature)	
3.2. Date	December	23, 2019	L.S.	