

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

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.e-disclosure.ru/PORTAL/company.aspx?id=934

2. Contents of Statement	
<p style="text-align: center;">On ratification of transactions considered by Russian law as major transactions and (or) related-party transactions</p> <p>2.1. Quorum of Gazprom Board of Directors meeting and voting results on certain issues: 9 out of 11 elected Board of Directors Members took part in absentee voting, quorum recorded as present. Voting results on agenda item: On ratification of related-party transaction with Public Joint Stock Company Sberbank of Russia: In favor – 9 votes, Against – 0 votes, Abstentions – 0 votes.</p> <p>2.2. Content of decisions made by issuer's Board of Directors:</p> <ol style="list-style-type: none"> To determine that based on market value, price of property (funds) disposed under Line of Credit Agreement shall equal amount determined in accordance with terms set out in Appendix No. 1 to Board of Directors Decision. To approve conclusion of Line of Credit Agreement between, on one hand, Gazprom, Gazprom Space Systems and New Financial Technologies, all three acting under collaboration agreement (on simple partnership) No. 2/919-99, dated August 20, 1999, and, on other hand, Sberbank of Russia as related-party transaction on terms listed in Appendix No. 2 to Board of Directors Decision. <p style="text-align: center;">Main terms and conditions of Line of Credit Agreement</p>	
Parties: Creditor Borrower	Sberbank of Russia Gazprom, Gazprom Space Systems, New Financial Technologies (according to collaboration agreement (on simple partnership) No. 2/919-99, dated August 20, 1999)
Subject	Creditor undertakes to provide to Borrower non-revolving credit lines (Credit Line No. 1, Credit Line No. 2, Credit Line No. 3, Credit Line No. 4 and Credit Line No. 5) not later than December 29, 2016 in amount and under terms, listed in credit line contracts.
Credit Line No. 1	
Limit of issuance	EUR 137,000,000 (One hundred and thirty-seven million). Total amount of limit under Credit Lines Nos. 1 and 2 can be changed upon agreement of parties with remaining of total

	amount of issue limit at EUR 163,000,000 (One hundred and sixty-three million).
Credit period	13 years from date of signing Line of Credit Agreement (hereinafter – Agreement).
Purpose of loan	To cover costs of manufacture, launch and in-orbit turnkey commissioning of Yamal-601 spacecraft: <ul style="list-style-type: none"> - payments under contract with Thales Alenia Space France No. I/2340/TASF-13 dated August 2, 2013 amounting to 85% of contract cost; - recovering creditor's costs of insurance premium payments to export credit agency.
Interest rate	EURIBOR (3 months), increased by 2.1 percentage points.
Interest payment procedure	In first 21 months starting from date of arising of outstanding loans (inclusive) interest is charged on amount of actual loan under Agreement and shall be added to contractual principal amount of debt (capitalized) on 28 th day of every third month. Interest is paid once every three months starting from 24 th month of arising of outstanding loans (inclusive) on 28 th day of every third month and on day of loan full payment.
Loan payment schedule	<p>Loan is provided in parts, last part of it can be extended not later than prior to last day of 36th month from date when Agreement was signed (hereinafter – period of availability). Loan is repaid half-yearly according to payment schedule (select earliest schedule).</p> <p>First option Date of first payment: 12 months from date of in-orbit acceptance of spacecraft, but not earlier than end of period of availability. Further: every six months on 28th day of every sixth month with following schedule, in percentage to amount of loan as of end of period of availability (including capitalized interest amount):</p> <ul style="list-style-type: none"> - first two years – 1.0%; - second two years – 3.0%; - third two years – 5.0%; - rest of period: in equal instalments. <p>Second option Date of first payment: 48 months from date of Agreement signing. Further: every six months on 28th day of every sixth month with following schedule, in percentage to amount of loan as of end of period of availability (including capitalized interest amount):</p> <ul style="list-style-type: none"> - first two years – 1.0%; - second two years – 3.0%; - third two years – 5.0%; - rest of period: in equal instalments.
Reservation fee	1.98% from amount of issue limit.
Fee for credit line limit	1.65% per annum on undrawn balance of credit line.
Early repayment fee	Not more than 2% per annum.
Credit Line No. 2	
Limit of issuance	<p>EUR 21,630,000 (Twenty-one million six hundred and thirty thousand).</p> <p>Total amount of limit under Credit Lines Nos. 1 and 2 can be changed upon agreement of parties with remaining of total amount of issue limit at EUR 163,000,000 (One hundred and</p>

	sixty-three million).
Credit period	13 years from date of signing Line of Credit Agreement (hereinafter – Agreement).
Purpose of loan	To cover expenses under contract No. I/2340/TASF-13 dated August 2, 2013 for manufacturing, launching and in-orbit turnkey commissioning of Yamal-601 spacecraft (with amendments and additions) concluded between Gazprom Space Systems and Thales Alenia Space France with amounting to 15% of contract cost and other expenses incurred during project implementation.
Interest rate	EURIBOR (3 months), increased by 2.65 percentage points.
Interest payment procedure	Interest is paid once every three months on 28 th day of every third month of interest period and on day of loan full payment.
Loan payment schedule	<p>Loan is provided in parts, last part of it can be granted not later than prior to last day of 36th month from date of loan extension (hereinafter – period of availability).</p> <p>Loan is repaid half-yearly according to payment schedule (select earliest schedule).</p> <p>First option</p> <p>Date of first payment: 12 months from date of in-orbit acceptance of spacecraft, but not earlier than end of period of availability.</p> <p>Further: every six months on 28th day of every sixth month with following schedule, in percentage to amount of loan as of end of period of availability:</p> <ul style="list-style-type: none"> - first two years – 1.0%; - second two years – 3.0%; - third two years – 5.0%; - rest of period: in equal instalments. <p>Second option</p> <p>Date of first payment: 48 months from date of Agreement signing.</p> <p>Further: every six months on 28th day of every sixth month with following schedule, in percentage to amount of loan as of end of period of availability:</p> <ul style="list-style-type: none"> - first two years – 1.0%; - second two years – 3.0%; - third two years – 5.0%; - rest of period: in equal instalments.
Reservation fee	1.65% from amount of issue limit.
Fee for credit line limit	0.55% per annum on undrawn balance of credit line.
Early repayment fee	Not more than 2% per annum.
Credit Line No. 3	
Limit of issuance	<p>RUB 4,027,395,000 (Four billion twenty-seven million three hundred and ninety-five thousand).</p> <p>Issue limit can be increased upon agreement of parties up to RUB 4,100,000,000 (Four billion one hundred million).</p>
Credit period	13 years from date of signing Line of Credit Agreement (hereinafter – Agreement).
Purpose of loan	To cover costs of manufacture, launch and in-orbit turnkey commissioning of Yamal-601 spacecraft, in particular payments under contract No. 3007/MBX-14 dated March 9, 2015 on provision of satellite launch services, concluded between Gazprom Space Systems and Khrunichev State

	Research and Production Space Center.
Interest rate	10.25% per annum.
Interest payment procedure	Interest is paid once every three months on 28 th day of every third month of interest period and on day of loan full payment.
Loan payment schedule	<p>Loan is provided in parts, first part can be granted not earlier than first day of 9th month and last part – not later than prior to last day of 36th month from date when Agreement was signed (hereinafter – period of availability).</p> <p>Loan is repaid half-yearly according to payment schedule (select earliest schedule).</p> <p>First option</p> <p>Date of first payment: 12 months from date of in-orbit acceptance of spacecraft, but not earlier than end of period of availability.</p> <p>Further: every six months on 28th day of every sixth month with following schedule, in percentage to amount of loan as of end of period of availability:</p> <ul style="list-style-type: none"> - first two years – 1.0%; - second two years – 3.0%; - third two years – 5.0%; - rest of period: in equal instalments. <p>Second option</p> <p>Date of first payment: 48 months from date of Agreement signing.</p> <p>Further: every six months on 28th day of every sixth month with following schedule, in percentage to amount of loan as of end of period of availability:</p> <ul style="list-style-type: none"> - first two years – 1.0%; - second two years – 3.0%; - third two years – 5.0%; - rest of period: in equal instalments.
Reservation fee	1.65% from amount of issue limit.
Fee for credit line limit	0.55% per annum on undrawn balance of credit line.
Early repayment fee	Not more than 4% per annum.
Credit Line No. 4	
Limit of issuance	RUB 3,352,300,000 (Three billion three hundred and fifty-two million three hundred thousand).
Credit period	13 years from date of signing Line of Credit Agreement (hereinafter – Agreement).
Purpose of loan	To cover costs of manufacture, launch and in-orbit turnkey commissioning of Yamal-601 spacecraft, in particular payments under contracts on construction of ground infrastructure concluded with Russian contractors.
Interest rate	10.15% per annum.
Interest payment procedure	In first 21 months starting from date of arising of outstanding loans (inclusive) interest is charged on amount of actual loan under Agreement and shall be added to contractual principal amount of debt (capitalized) on 28 th day of every third month. Interest is paid once every three months starting from 24 th month of arising of outstanding loans (inclusive) on 28 th day of every third month and on day of loan full payment.
Loan payment schedule	Loan is provided in parts, last part of it can be extended not later than prior to last day of 36 th month from date when Agreement was signed (hereinafter – period of availability).

	<p>Loan is repaid half-yearly according to payment schedule (select earliest schedule).</p> <p>First option</p> <p>Date of first payment: 12 months from date of in-orbit acceptance of spacecraft, but not earlier than end of period of availability.</p> <p>Further: every six months on 28th day of every sixth month with following schedule, in percentage to amount of loan as of end of period of availability (including capitalized interest amount):</p> <ul style="list-style-type: none"> - first two years – 1.0%; - second two years – 3.0%; - third two years – 5.0%; - rest of period: in equal instalments. <p>Second option</p> <p>Date of first payment: 48 months from date of Agreement signing.</p> <p>Further: every six months on 28th day of every sixth month with following schedule, in percentage to amount of loan as of end of period of availability (including capitalized interest amount):</p> <ul style="list-style-type: none"> - first two years – 1.0%; - second two years – 3.0%; - third two years – 5.0%; - rest of period: in equal instalments.
Reservation fee	1.65% from amount of issue limit.
Fee for credit line limit	0.55% per annum on undrawn balance of credit line.
Early repayment fee	Not more than 4% per annum.
Credit Line No. 5	
Limit of issuance	EUR 45,600,000 (Forty-five million six hundred thousand).
Credit period	13 years from date of signing Line of Credit Agreement (hereinafter – Agreement).
Purpose of loan	Insurance premium payments in insuring of launch and early in-orbit period of operation of Yamal-601 spacecraft and other expenses incurred during project implementation.
Interest rate	EURIBOR (3 months), increased by 2.6 percentage points.
Interest payment procedure	Interest is paid once every three months on 28 th day of every third month of interest period and on day of loan full payment.
Loan payment schedule	<p>Loan is provided in parts, first part can be granted not earlier than first day of 29th month and last part – not later than prior to last day of 36th month from date when Agreement was signed (hereinafter – period of availability).</p> <p>Loan is repaid half-yearly according to payment schedule (select earliest schedule).</p> <p>First option</p> <p>Date of first payment: 12 months from date of in-orbit acceptance of spacecraft, but not earlier than end of period of availability.</p> <p>Further: every six months on 28th day of every sixth month with following schedule, in percentage to amount of loan as of end of period of availability:</p> <ul style="list-style-type: none"> - first two years – 1.0%; - second two years – 3.0%; - third two years – 5.0%; - rest of period: in equal instalments. <p>Second option</p>

	<p>Date of first payment: 48 months from date of Agreement signing.</p> <p>Further: every six months on 28th day of every sixth month with following schedule, in percentage to amount of loan as of end of period of availability:</p> <ul style="list-style-type: none"> - first two years – 1.0%; - second two years – 3.0%; - third two years – 5.0%; - rest of period: in equal instalments.
Reservation fee	1.65% from amount of issue limit.
Fee for credit line limit	0.55% per annum on undrawn balance of credit line.
Early repayment fee	Not more than 2% per annum.

2.3. Date of Gazprom Board of Directors meeting where corresponding decision was made: January 17, 2017 (date of submission of filled out voting ballots by Members of issuer's Board of Directors).

2.4. Date of compilation and number of minutes of Gazprom Board of Directors meeting where corresponding decision was made: No. 1122, dated January 18, 2017.

3. Signature	
<p>3.1. Member of Management Committee, Department Head, Gazprom (acting under power of attorney No. 01/04/04-45д, dated February 3, 2015)</p>	<p>_____</p> <p>(signature)</p> <p>L.S.</p> <p>Elena Mikhailova</p>
3.2. Date: January 18, 2017	