

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

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: Meeting in absentia, 10 out of 11 Board of Directors Members submitted voting ballots, quorum recorded as present. Voting results on agenda item: On ratification of related-party transaction with Giprospectsgaz: In favor – 10 votes, Against – 0 votes, Abstentions – 0 votes.</p> <p>2.2. Content of decisions made by issuer's Board of Directors: In compliance with Article 77, Chapter XI of Federal Law "On Joint Stock Companies" and subclauses 7, 17 of clause 34.1, Article 34 of Gazprom Articles of Association, Gazprom Board of Directors resolved:</p> <ol style="list-style-type: none"> To determine that based on market value price for services provided by Giprospectsgaz to Gazprom under designer supervision contract No. 6594.095.009.2012-AH dated November 7, 2012 shall equal amount fixed in accordance with order set out in Appendix No. 1 to Board of Directors Decision. To ratify conclusion of Party Change Agreement between Gazprom, Gazprom Invest and Giprospectsgaz applicable to designer supervision contract No. 6594.095.009.2012-AH dated November 7, 2012 as related-party transaction on terms and conditions listed in Appendix No. 2 to Board of Directors Decision. <p style="text-align: center;">Main terms and conditions of Party Change Agreement applicable to designer supervision contract No. 6594.095.009.2012-AH dated November 7, 2012</p> <p>Parties: Gazprom Gazprom Invest Giprospectsgaz</p> <p>Subject: From January 1, 2016, Gazprom Invest assigns, and Gazprom undertakes all rights and obligations to extent and under conditions that exist at time of assignment of rights and obligations under contract No. 6594.095.009.2012-AH dated November 7, 2012 (hereinafter – Contract) excluding non-payment for services rendered by Giprospectsgaz and accepted by Gazprom Invest under Contract concluded between Gazprom Invest and Giprospectsgaz. Scope of obligations between Gazprom Invest and Giprospectsgaz is</p>	

documented in Payment Reconciliation Report due on December 31, 2015 (see attached).

According to Contract, Giprospestgaz undertakes to provide full extent of designer supervision services to Gazprom to comparable quality. Procedure of delivery of services, its scope and cost are specified in Contract. Gazprom undertakes to accept services as described in Contract and pay for rendered by Giprospestgaz services in proper way.

Giprospestgaz confirms that assignment of rights and obligations under Contract from Gazprom Invest to Gazprom is carried out with its consent.

Obligations of Parties:

Giprospestgaz is obliged to inform its subcontractors about transfer of rights and obligations to Gazprom under Contract.

Responsibility of Parties:

Gazprom Invest is responsible to Gazprom for invalidity of Contract. Party that fails to fulfil obligations under Contract and/or fulfils it in improper way is required to reward damages incurred by injured Party and caused by failure to meet these obligations.

Subject and main terms of Contract:

Giprospestgaz undertakes to provide designer supervision services at following facilities: 0th km – 18.5th km Section, first start-up complex; 18.5th km – 55th km Section, second start-up complex; 55th km – 83.8th km Section, third start-up complex; 83.8th km – 105th km Section, fourth start-up complex as parts of construction site Gas Pipeline Branch to Priozersk, Leningrad Region (hereinafter – Facility), and Gazprom undertakes to pay for these services.

Period of services under Contract – from October 1, 2012 until construction (reconstruction) of Facility is finished and Facility is put in operation. Facility commissioning date shall be deemed to be date of signing of acceptance certificate of completed construction Facility by acceptance committee.

Parties are liable for non-performance or improper performance of contractual obligations in accordance with Russian legislation and Contract.

In case of late arrival of Giprospestgaz experts at Facility for delivering designer supervision services Gazprom shall have right to charge Giprospestgaz penalty in amount of 0.05% from Contract services cost for appropriate phase and for every day of delay until arrival of Giprospestgaz experts at Facility, but not more than 10% from amount of debt.

In case of payment delay by Gazprom for rendered services Giprospestgaz is entitled to charge Gazprom penalty in amount of 0.05% from cost of unpaid services for every day of delay until actual performance of obligations, but not more than 10% from amount of debt.

Giprospestgaz shall indemnify all losses to Gazprom caused by its unreasonable termination delivering services.

Contract enters into force on date of signing by Parties and is valid until Parties fulfill their Contract obligations.

Procedure of determining price:

Cost of services provided under Contract is annually agreed by Parties by establishing estimates. These estimates are based on designer supervision timetable for respective year and on requirements for determining cost of designer supervision services for respective year. In event of change in current pricing policy for design and survey works as well as for Giprospestgaz services requirements for determining cost of designer supervision services will be changed.

Effective date:

Agreement enters into force on date of signing by Parties and applies to relations between Parties, arising from January 1, 2016.

2.3. Date of issuer's Board of Directors meeting where corresponding decisions were made: January 16, 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 decisions were made: No. 1121, dated January 18, 2017.

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