

**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>On follow-up 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 decision making issues: meeting in absentia, 9 out of 11 Board of Directors Members submitted voting ballots, quorum recorded as present.</p> <p>Voting results on agenda item:</p> <p>On approval of related-party transaction with Giprospeftgaz – In favor – 9 votes, Against – 0 votes, Abstentions – 0 votes.</p> <p>2.2. Content of decision made by issuer's Board of Directors:</p> <p>In compliance with Article 77, Chapter 11 of Federal Law on Joint Stock Companies, clause 34.1, Article 34 of Gazprom's Articles of Association, Gazprom's Board of Directors resolved:</p> <p>1. To determine that, based on market value, price of works specified in appendix to Board of Directors' decision should be 995,945 (Nine hundred and ninety-five thousand, nine hundred and forty-five) rubles and 97 kopecks.</p> <p>2. To approve conclusion of field supervision contract № 6978.095.059.2016/AH, dated July 26, 2016, by Gazprom and Giprospeftgaz as related-party transaction on terms specified in appendix to Board of Directors' decision.</p> <p style="text-align: center;">Basic terms and conditions of work contract</p>	
Parties	Gazprom Giprospeftgaz
Subject	Giprospeftgaz undertakes to carry out field supervision of Dispatch Control System (DCS) of Gazprom Transgaz Ukhta, being built as part of Ukhta – Torzhok gas trunkline system. Line II ("Yamal") construction (hereinafter "Facility") and Gazprom undertakes to pay for these services.

Cost of services and payment procedure:	<p>Cost of services provided under contract is agreed on by parties for entire period of Facility construction by drawing up cost estimates. Said estimates shall be based on field supervision schedule (hereinafter Schedule, appendix No. 1) as well as on performance standards for determining costs of field supervision services (hereinafter "Standards", appendix No. 2).</p> <p>Cost of services provided under contract makes up 995,945 (Nine hundred and ninety-five thousand nine hundred and forty-five) rubles and 97 kopecks, in addition to VAT (18%) in amount of 179,270 (One hundred and seventy-nine thousand two hundred and seventy) rubles and 27 kopecks.</p> <p>Total cost of contractual services including VAT is 1,175,216 (One million one hundred and seventy-five thousand two hundred and sixteen) rubles and 24 kopecks.</p> <p>Final cost is determined taking into account actual scope of services and actual costs incurred by Giprospeftgaz, to extent of value of services provided under contract.</p> <p>Service acceptance certificate, invoice and as-built estimates drawn up and issued by Giprospeftgaz upon completion of work stage and based on actual costs of Giprospeftgaz, constitute ground to pay for services rendered.</p> <p>Reporting period for contract is quarter.</p> <p>Payment for rendered services shall be made by Gazprom by end of each quarter within 70 (seventy) business days, starting from date of signing service acceptance certificate by parties, through settlement account of Gazprom Invest, upon issuance of relevant properly executed bill, invoice and as-built estimates by Giprospeftgaz. Date of writing off funds from settlement account of Gazprom Invest is considered as date of payment.</p>
Service period	From June 1, 2016 to October 31, 2016
Effective date and validity period of contract	Contract shall come into effect on date of its signing by parties and is valid until parties perform their contractual obligations in full. In case of signing contract later than starting date for provision of services, that is indicated in Schedule, contractual terms and conditions shall apply to relations of parties occurring on starting date of provision of services set out in Schedule.

2.4. Date of Gazprom's Board of Directors meeting in which corresponding decision was made: August 7, 2017 (date of ballots submission).

2.5. Date of compilation and number of minutes of Gazprom's Board of Directors meeting in which corresponding decision was made: Minutes No. 1156, dated August 8, 2017.

3. Signature				
3.1. Member of Management Committee – Department Head, Gazprom (acting under power of attorney No. 01/04/04-75д, dated February 16, 2017)				Sergey Prozorov
		(signature)		
3.2. Date	August	8, 2017	L.S.	