

**INFORMATION (MATERIALS) PROVIDED TO SHAREHOLDERS IN  
PREPARATION FOR THE ANNUAL GENERAL SHAREHOLDERS'  
MEETING OF PJSC GAZPROM IN 2016**

Moscow, 2016

**List  
of information (materials) provided to shareholders  
in preparation for the annual General Shareholders' Meeting  
of PJSC GAZPROM**

1. Announcement of the annual General Shareholders' Meeting of PJSC GAZPROM.
2. PJSC GAZPROM Annual Report for 2015 and Annual Accounts (Financial Statements) for 2015, including the Auditor's Report.
3. Opinion of PJSC GAZPROM Internal Audit Commission as to the reliability of the data contained in PJSC GAZPROM Annual Report for 2015 and Annual Accounts for 2015.
4. Review of PJSC GAZPROM Auditor's Opinion by the Audit Committee of PJSC GAZPROM Board of Directors.
5. Profit allocation recommendations of PJSC GAZPROM Board of Directors, in particular, the amount, timing and form of payment of the annual dividends on the Company's shares and the date, as of which the persons entitled to dividends are determined.
6. Information on the candidacy for PJSC GAZPROM Auditor.
7. Proposals on the amount of remuneration to members of PJSC GAZPROM Board of Directors.
8. Proposals on the amount of remuneration to members of PJSC GAZPROM Internal Audit Commission.
9. Draft Amendments to Articles of Association of PJSC GAZPROM.
10. New Draft Regulation of General Shareholders' Meeting of PJSC GAZPROM.
11. New Draft Regulation on PJSC GAZPROM Board of Directors.
12. New Draft Regulation on Gazprom Public Company Management Committee.
13. New Draft Regulation on PJSC GAZPROM Chairman of the Management Committee.
14. Information on future related party transactions PJSC GAZPROM may enter into in the ordinary course of business.
15. Information on candidates to PJSC GAZPROM Board of Directors, in particular, on the availability of their consent to be elected.
16. Information on candidates to PJSC GAZPROM Internal Audit Commission, in particular, on the availability of their consent to be elected.
17. PJSC GAZPROM Annual Environmental Report.
18. Report on PJSC GAZPROM Long-Term Development Program.
19. Report on fulfillment of KPIs established by PJSC GAZPROM.
20. Draft resolutions of the annual General Shareholders' Meeting of PJSC GAZPROM.
21. Information on shareholders' agreements.

**Announcement  
of the annual General Shareholders' Meeting of  
PJSC GAZPROM**

PJSC GAZPROM Board of Directors (PJSC GAZPROM location: Moscow, Russian Federation) hereby notifies of the annual General Shareholders' Meeting of PJSC GAZPROM (hereinafter the Meeting) scheduled for June 30, 2016. The Meeting will be held at: 16 Nametkin Street, Building 2, Conference Hall, Moscow, Russian Federation.

The Meeting is scheduled to begin at 10:00 a.m. The Meeting is held as an assembly (joint presence of shareholders to discuss agenda issues and to resolve on issues put to vote).

The list of persons entitled to participate in the Meeting is made based on the data from PJSC GAZPROM Shareholders' Register as of the close of business on May 11, 2016.

The Meeting participants will be registered by the Counting Board on June 28, 2016, from 10.00 a.m. to 5.00 p.m., and on June 30, 2016, from 9.00 a.m. to the time when the last agenda item of the Meeting, for which the quorum is available, is discussed, at: 16, Nametkin Street, Building 2, Conference Hall, Moscow, Russian Federation.

Counting Board phone number: (495) 719 40 15.

To get registered, the Meeting participant will present:-

Shareholder (individual): an ID;

Shareholder's (individual's) representative: a Power of Attorney issued by the shareholder and the representative's ID;

Shareholder's (legal entity's) representative: a Power of Attorney issued by the legal entity and the representative's ID;

Head of the legal entity being the Company's shareholder: the document evidencing his/her powers to participate in the Meeting and his/her ID;

Legal successors of the persons included into the list of persons entitled to participate in the Meeting will also present the documents evidencing their legal successor powers.

As of May 11, 2016, the number of PJSC GAZPROM shareholders is several hundreds of thousands of holders of shares residing in the Russian Federation and abroad, which makes the Meeting personal attendance by all shareholders difficult.

In view of the above, it is recommended to shareholders to exercise their right to participate in the Meeting through their representatives by proxy or by sending filled-in voting ballots to the Company. The ballots may be sent by mail at: PJSC GAZPROM, 16 Nametkin Street, Moscow, GSP-7, 117997, or handed in personally at: 16 Nametkin Street, Moscow. The ballots received at PJSC GAZPROM before 6:00 p.m. on June 27, 2016, will be counted in determining the Meeting quorum and voting results.

**Agenda**  
**of the annual General Shareholders' Meeting of PJSC GAZPROM**

1. Approval of the Company's Annual Report.
2. Approval of the annual accounts (Financial Statements), in particular, the Company's Financial Performance Report.
3. Approval of the Company's profit allocation in 2015.
4. On the amount of dividends, the timing and form of their payment based on the 2015 performance, and on establishing the date, as of which the persons entitled to dividends are determined.
5. Approval of the Company's Auditor.
6. On payment of the remuneration for serving on the Board of Directors (the Supervisory Board) to the Board of Directors members, other than civil servants, in the amount established in the Company's internal documents.
7. On payment of the remuneration for serving on the Internal Audit Commission to the Internal Audit Commission members, other than civil servants, in the amount established in the Company's internal documents.
8. On amendments to PJSC GAZPROM Articles of Association.
9. Approval of the new version of the Regulation of General Shareholders' Meeting of PJSC GAZPROM.
10. Approval of the new version of the Regulation on PJSC GAZPROM Board of Directors.
11. Approval of the new version of the Regulation on Gazprom Public Company Management Committee.
12. Approval of the new version of the Regulation on Gazprom Public Company Chairman of the Management Committee.
13. On approval of the related party transactions that may be entered into by Gazprom Public Company in the future, in the ordinary course of business.
14. Election of members of the Company's Board of Directors (Supervisory Board).
15. Election of members of the Company's Internal Audit Commission (Internal Auditor).

The information/materials provided in preparation for the Meeting will be available from May 25, 2016, in the premise of Gazprom Public Company at: 16 Nametkin Street, Room 329, Building 2, Moscow (telephone: (812) 609 76 51); and from the Registrar, ZAO SR-DRAGa, the branches of ZAO SR-DRAGa, and Gazprombank (Joint Stock Company) offices at the addresses listed below.

**Addresses  
of the Registrar, ZAO SR-DRAGa, the branches of ZAO SR-DRAGa, and  
Gazprombank (Joint Stock Company) offices**

No.	Organization
1.	<b>ZAO SR-DRAGa</b> 117420, Moscow, Novocheremushkinskaya str., 71/32, Phone: (8-495) 719-39-29
2.	<b>Volgograd branch of ZAO SR-DRAGa (DRAGa – Volgograd)</b> 400001, Volgograd, Klinskaya str., 32a Phone/fax: (8-844-2) 99-05-35, 99-05-36
3.	<b>Branch of ZAO SR-DRAGa in Ivanovo (DRAGa – Ivanovo)</b> 153012, Ivanovo, Sovetskaya str., 22A, office 306 Phone/fax: (8-493-2) 34-51-31
4.	<b>Branch of ZAO SR-DRAGa in Kazan (DRAGa – Kazan)</b> 420021, Republic of Tatarstan, Kazan, Narimanova str., 66 Phone/fax: (8-843) 292-54-79
5.	<b>Branch of ZAO SR-DRAGa in Korolev (DRAGa – Korolev)</b> 141070, Moscow Region, Korolev, Tsiolkovskogo str., 4A Phone/fax: (8-495) 513-88-54
6.	<b>Branch of ZAO SR-DRAGa in Samara (DRAGa-Samara)</b> 443011, Samara, Akademika Pavlova str., 35, Phone/fax: (8-846) 276-63-10, 276-63-11
7.	<b>Branch of ZAO SR-DRAGa in Saint Petersburg (DRAGa – Saint Petersburg)</b> 190005, Saint Petersburg, Izmailovsky proezd., 4, letter A, room 3, Phone/fax: (8-812) 676-18-13
8.	<b>Branch of ZAO SR-DRAGa in Saratov (DRAGa – Saratov)</b> 410017, Saratov, Shelkovichnaya str., 11/15 Phone/fax: (8-845-2) 39-22-70, 39-22-72
9.	<b>Depository Center of GPB (JSC)</b> 115419, Moscow, 2 <sup>nd</sup> Verkhny Mikhailovsky proezd, 9, bld. 11 Tel.: (495) 913-74-74 – unified information system of GPB (JSC) Tel.: (495) 913-74-01 (answerphone), Fax.: (495) 719-18-62
10.	<b>GPB (JSC) Branch in Astrakhan</b> 414024, Astrakhan, str. Naberezhnaya Privolzhskogo zatona 5, letter A, Phone: (8512) 45-10-33, (8512) 45-10-32
11.	<b>GPB (JSC) Branch in Volgograd</b> 400074, Volgograd, str. Kozlovskaya, 34-A, Phone: (8442) 24-87-78
12.	<b>GPB (JSC) Branch in Voronezh</b> 394018, Voronezh, str. Kirova, 11, Phone: (473) 200-81-67

13.	<b>Operational Office of GPB (JSC) Branch in Voronezh</b> 308012, Belgorod, Kostyukova str., 36-G, Phone/fax: (4722) 58-81-59
14.	<b>Operational Office of GPB (JSC) Branch in Voronezh</b> 398016, Lipetsk, str. Kosmonavtov, 24/1, Phone: (4742) 505-537, (4742) 505-513
15.	<b>Operational Office of GPB (JSC) Branch in Voronezh</b> 309502, Belgorod Region, Stary Oskol, mikrorayon Solnechny, 1-A, Phone: (4725) 32-43-30
16.	<b>Operational Office of GPB (JSC) Branch in Voronezh</b> 392000, Tambov, str. Sovetskaya, 23, Phone: (4752) 70-33-89, 70-33-93
17.	<b>Operational Office of GPB (JSC) Branch in Voronezh</b> 305035, Kursk, str. Krasnoy Armii, 100, Phone: (4712) 54-92-00
18.	<b>GPB (JSC) Branch in Yekaterinburg</b> 620014, Yekaterinburg, str. Uritskogo, 7, Phone/fax: (343) 269-72-19
19.	<b>Subsidiary Office of GPB (JSC) Branch in Yekaterinburg</b> 622018, Sverdlovsk Region, Nizhny Tagil, str. Krasnoarmeyskaya, 9, Phone/fax (3435) 42-31-00, (3435) 42-31-04
20.	<b>Subsidiary Office Of GPB (JSC) Branch in Yekaterinburg</b> 624200, Sverdlovsk Region, Lesnoy, prospekt Kommunistichesky, 37, Phone/fax (34342) 4-62-94
21.	<b>Subsidiary Office of GPB (JSC) Branch in Yekaterinburg</b> 623102, Sverdlovsk Region, Pervouralsk, str. Vainera, 15, Phone: (3439) 24-84-01
22.	<b>Subsidiary Office of GPB (JSC) Branch in Yekaterinburg</b> 624130, Sverdlovsk Region, Novouralsk, str. Lenina, 132-A, Phone/fax: (34370) 6-18-16
23.	<b>Subsidiary Office of GPB (JSC) Branch in Yekaterinburg</b> 624222, Sverdlovsk Region, Nizhnyaya Tura, str. 40 let Oktyabrya, 44, Phone: (34342) 2-33-82
24.	<b>Subsidiary Office of GPB (JSC) Branch in Yekaterinburg</b> 624992, Sverdlovsk Region, Serov, str. Lenina, 149-A Phone: (34385) 7-19-02
25.	<b>Operational Office of GPB (JSC) Branch in Yekaterinburg</b> 640002, Kurgan, str. Gogolya, 109, Phone: (3522) 29-09-07
26.	<b>Operational Office of GPB (JSC) Branch in Yekaterinburg</b> 641870, Kurgan Region, Shadrinsk, str. Yefremova, 64, Phone: (35253) 3-20-93
27.	<b>Subsidiary Office of GPB (JSC) Branch in Yekaterinburg</b> 624460, Sverdlovsk Region, Krasnoturyinsk, str. Kommunalnaya, 25-B, Phone: (34384) 6-95-83
28.	<b>Operational Office of GPB (JSC) Branch in Yekaterinburg</b> 454091, Chelyabinsk, str. Krasnoarmeyskaya, 116, Phone: (351) 268-94-72
29.	<b>GPB (JSC) Branch in Irkutsk</b> 664011, Irkutsk, str. Sverdlova, 41, Phone: (3952) 28-32-26

<b>30.</b>	<b>GPB (JSC) Branch in Kazan</b> 420111, Republic of Tatarstan, Kazan, str. Levo-Bulachnaya, 32, Phone: (843) 221-73-37
<b>31.</b>	<b>GPB (JSC) Branch in Kaliningrad</b> 236000, Kaliningrad, prospekt Mira, 19-21, Phone: (4012) 342-852
<b>32.</b>	<b>GPB (JSC) Branch in Kemerovo</b> 650099, Kemerovo, str. 50-let Oktyabrya, 4, room 5, Phone: (3842) 346-202
<b>33.</b>	<b>GPB (JSC) Branch in Krasnodar</b> 350033, Krasnodar, str. Dmitriyevskaya Damba, 11, Phone: (861) 210-48-07
<b>34.</b>	<b>GPB (JSC) Branch in Krasnoyarsk</b> 660041, Krasnoyarsk, str. Akademika Kirenskogo, 87-B, Phone: (391) 274-58-27
<b>35.</b>	<b>GPB (JSC) Branch in Nizhny Novgorod</b> 603000, Nizhny Novgorod, str. Maksima Gorkogo, 65-B, Phone: (831) 422-18-01
<b>36.</b>	<b>Operational Office of GPB (JSC) Branch in Nizhny Novgorod</b> 430005, Republic of Mordovia, Saransk, str. Kommunisticheskaya, 15, Phone: (8342) 77-73-33
<b>37.</b>	<b>Operational Office of GPB (JSC) Branch in Nizhny Novgorod</b> 424006, Republic of Mariy-El, Ioshkar Ola, str. Uspenskaya, 17, Phone: (8362) 69-16-30
<b>38.</b>	<b>Operational Office of GPB (JSC) Branch in Nizhny Novgorod</b> 610000, Kirov, str. Moskovskaya, 31, Phone: (8332) 38-25-95, (8332) 35-85-50
<b>39.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Nizhny Novgorod</b> 607220, Nizhny Novgorod Region, Arzamas, prospekt Lenina, 208, Phone: (83147) 2-19-77
<b>40.</b>	<b>Operational Office of GPB (JSC) Branch in Nizhny Novgorod</b> 428000, Cheboksary, square Rechnikov, 5, room 3, Phone: (8352) 30-30-16
<b>41.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Nizhny Novgorod</b> 606033, Nizhny Novgorod Region, Dzerzhinsk, Tsiolkovsky Prospect, 79 Phone: (8313) 39 81 45
<b>42.</b>	<b>GPB (JSC) Branch in Novy Urengoy</b> 629300, Tyumen Region, YaNAO, Novy Urengoy, str. 26 syezda KPSS, 4, Phone: (3494) 93-54-67, fax (3494) 93-54-80
<b>43.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Novy Urengoy</b> 629736, Tyumen Region, YaNAO, Nadym, str. Komsomolskaya, 5-A, Phone: (3499) 53-54-15
<b>44.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Novy Urengoy</b> 629320, YANAO, Novy Urengoy, settlement Korotchayevo, str. Oktyabrskaya, 22, Phone/fax: (3494) 22-25-16
<b>45.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Novy Urengoy</b> 626718, YANAO, Nadym District, settlement Yamburg, Dormitory # 44, apt. 1, Phone/fax: (3494) 96-94-49
<b>46.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Novy Urengoy</b> 629300, Tyumen Region, YANAO, Taz District, settlement Novozapolyarny, Module # 1, Block B, Phone: (3494) 96-42-21, fax (3494) 96-26-49

47.	<b>Subsidiary Office of GPB (JSC) Branch in Novy Urengoy</b> 629860, Tyumen Region, YANAO, Pur District, settlement Urengoy, mikrorayon 4, 36-A, Phone: (34934) 9-32-44
48.	<b>Subsidiary Office of GPB (JSC) Branch in Novy Urengoy</b> 629850, Tyumen Region, YANAO, Tarko-Sale, str. Pobedy, 25, Phone/fax: (34997) 2-66-85
49.	<b>Subsidiary Office of GPB (JSC) Branch in Novy Urengoy</b> 629757, Tyumen Region, YANAO, Nadym District, settlement Pangody, str. Mira, 17, Phone: (3499) 56-27-37
50.	<b>Subsidiary Office of GPB (JSC) Branch in Novy Urengoy</b> 629008, Tyumen Region, YANAO, Salekhard, str. Gubkina, 1, Phone/fax: (34922) 3-56-01, (34922) 3-56-25
51.	<b>Subsidiary Office of GPB (JSC) Branch in Novy Urengoy</b> 629400, Tyumen Region, YANAO, Labytnangi, str. Studencheskaya, 38, Phone/fax: (34992) 2-12-27, (34992) 2-12-77
52.	<b>GPB (JSC) Branch in Novosibirsk</b> 630099, Novosibirsk, str. Oktyabrskaya magistral, 3, Phone: (383) 236-28-88
53.	<b>Operational Office of GPB (JSC) Branch in Novosibirsk</b> 656049, Barnaul, Partizanskaya str., 92, Phone: (3852) 539-160
54.	<b>GPB (JSC) Branch in Omsk</b> 644088, Omsk, str. Magistralnaya, 2, Phone: (3812) 69-62-17
55.	<b>GPB (JSC) Branch in Orenburg</b> Orenburg, str. Chkalova, 70/2, Phone/fax: (3532) 76-92-41
56.	<b>Subsidiary Office of GPB (JSC) Branch in Orenburg</b> 462363, Orenburg Region, Novotroyitsk, str. Sovetskaya, 93-A, Phone: (3537) 639-949
57.	<b>GPB (JSC) Branch in Perm</b> 614000, Perm, str. Monastyrskaya, 61, Phone/fax: (342) 211-05-61
58.	<b>Subsidiary Office of GPB (JSC) Branch in Perm</b> 617763, Perm Area, Chaikovsky, Mira Street, 20, Phone/fax: (34241) 22-3-54
59.	<b>Operational Office of GPB (JSC) Branch in Perm</b> 426034, Udmurt Republic, Izhevsk, str. Udmurtskaya, 247-G, Phone: (3412) 41-24-80
60.	<b>GPB (JSC) Branch in Rostov-on-Don</b> 344006, Rostov-on-Don, prospekt Voroshilovsky, 20/17, Phone: (8632) 49-77-16
61.	<b>Subsidiary Office of GPB (JSC) Branch in Rostov-on-Don</b> 347922, Taganrog, str. Grecheskaya, 17/ pereulok Pervy Krepostonoy, 24, Phone/fax: (8634) 314-729, (8634) 314-730
62.	<b>GPB (JSC) Branch in Samara</b> 443010, Samara, str. Leo Tolstoy, 30, Phone: (846) 332-07-43
63.	<b>Subsidiary Office of GPB (JSC) Branch in Samara</b> 445051, Samara Region, Togliatti, str. Marshala Zhukova, 8, Phone: (8482) 66-33-17



<b>64.</b>	<b>Operational Office of GPB (JSC) Branch in Samara</b> 432017, Ulyanovsk, str. Engels, 50, Phone: (8422) 41-09-40
<b>65.</b>	<b>GPB (JSC) Branch in Saint Petersburg</b> 191167, Saint Petersburg, str. Sinopskaya Naberezhnaya, 22, letter A, Phone: (812) 325-21-42, (812) 365-13-09
<b>66.</b>	<b>Operational Office of GPB (JSC) Branch in Saint Petersburg</b> 169313, Ukhta, prospekt Lenina, 33, Phone: (8216) 79-67-60
<b>67.</b>	<b>Operational Office of GPB (JSC) Branch in Saint Petersburg</b> 160001, Vologda, str. Lenina, 11, Phone: (8172) 59-78-90 ext. 4523
<b>68.</b>	<b>Operational Office of GPB (JSC) Branch in Saint Petersburg</b> 163000, Arkhangelsk, Troitsky Prospect, 95, Bldg. 1 Phone: (8182) 639-025
<b>69.</b>	<b>Operational Office of GPB (JSC) Branch in Saint Petersburg</b> 183022, Murmansk, str. Karl Marx, 15 Phone: (8152) 553-611
<b>70.</b>	<b>GPB (JSC) Branch in Saratov</b> 410005, Saratov, str. Volskaya, 91, Phone: (8452) 675-169, (8452) 675-129
<b>71.</b>	<b>Operational Office of GPB (JSC) Branch in Saratov</b> 440000, Penza, Leninsky District, str. Slavy, 4, Phone: (8412) 52-26-31, ext. 23-11
<b>72.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Saratov</b> 413840, Saratov Region, Balakovo, str. Chapayeva, 107-A, Phone: (8453) 44-09-70
<b>73.</b>	<b>GPB (JSC) Branch in Stavropol</b> 355000, Stavropol, str. Dzerzhinskogo, 114, Phone: (8652) 26-63-17
<b>74.</b>	<b>Operational Office of GPB (JSC) Branch in Stavropol</b> 367012, Republic of Dagestan, Makhachkala, str. Yermoshkina, 24, Phone: (8722) 67-53-46
<b>75.</b>	<b>GPB (JSC) Branch in Surgut</b> 628417, Tyumen Region, KhMAO-Yugra, Surgut, bulvar Svobody, 12, Phone: (3462) 76-99-00
<b>76.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628417, Tyumen Region, KhMAO-Yugra, Surgut, str. Universitetskaya, 1/1, Phone: (3462) 76-99-00
<b>77.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628402, Tyumen Region, Khanty Mansiysk Autonomous Area - Yugra, Surgut, Geologicheskaya Street, 25, Phone: (3462) 50-38-67
<b>78.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628609, Tyumen Region, KhMAO-Yugra, Nizhnevartovsk, str. Omskaya, 1, Phone: (3466) 49-40-24, Phone/fax: (3466) 24-12-13
<b>79.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628611, Tyumen Region, KhMAO-Yugra, Nizhnevartovsk, str. Lenina, 38a, Phone: (3466) 42-21-92

<b>80.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628309, Tyumen Region, KhMAO-Yugra, Nefteyugansk, Pionernaya zona, str. Stroiteley, bldg. 9, Phone: (3463) 23-12-49
<b>81.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 629800, Tyumen Region, YaNAO, Noyabrsk, str. Respubliki, 18, Phone/fax: (3496) 36-97-82
<b>82.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 629830, Tyumen Region, YaNAO, Gubkinsky, mikrorayon 14, 4, Phone: (34936) 5-26-85
<b>83.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 629800, Tyumen Region, YaNAO, Noyabrsk, str. Lenina, 49, Phone/fax: (3496) 32-06-46
<b>84.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628684, Tyumen Region, KhMAO-Yugra, Megion, str. Gubkina, 18, Phone: (34643) 36-508, (34643) 34-833
<b>85.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628260, Tyumen Region, KhMAO-Yugra, Yugorsk, str. Lenina, 31, Phone: (34675) 2-07-80
<b>86.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628128, Tyumen Region, KhMAO-Yugra, Oktiabrsky District, Un'yugan settlement, Gazpromovskaya Street, 14, Phone: (34672) 4-84-47
<b>87.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628158, Tyumen Region, Berezovsky District, Pripolyarny settlement, Estate 4, Bldg. 1, Apt.14, Phone: (34674) 3-44-31
<b>88.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628260, Tyumen Region, Khanty Mansiysk Autonomous Area – Yugra, Yugorsk, Mira Street, 15, Phone: (34675) 2-28-43
<b>89.</b>	<b>Operational Office of GPB (JSC) Branch in Surgut</b> 624570, Sverdlovsk Region, Ivdel-1, Ivdel Operations and Maintenance Department of Main Gas Pipelines, Tyumentransgas LLC Phone: (34316) 5-35-48
<b>90.</b>	<b>Operational Office of GPB (JSC) Branch in Surgut</b> 624582, Sverdlovsk Region, Ivdel District, settlement Pelym, Stroiteli Street, 2, Phone: (34386) 4-55-70
<b>91.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628012, Tyumen Region, Khanty-Mansiisk, str. Mira, 52, Phone: (3467) 30-00-23
<b>92.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628162, Tyumen Region, KhMAO-Yugra, Beloyarsky, str. Molodosti, 7-A, Phone/fax: (34670) 3-71-37
<b>93.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628169, Tyumen Region, KhMAO-Yugra, Beloyarsky District, Sorum settlement, Tsentralnaya Street, 34, Office 6 Phone: (34670) 36-1-60
<b>94.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628173, Tyumen Region, KhMAO-Yugra, Beloyarsky District, Lykhma settlement, Administrative Building of Bobrovsky LPU MG, Phone/fax: (34670) 48-3-09

<b>95.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628177, Tyumen Region, KhMAO-Yugra, Beloyarsky District, settlement Sosnovka, str. Shkolnaya, 15, apt. 11, Phone/fax: (34670) 46-9-06
<b>96.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628172, Tyumen Region, KhMAO-Yugra, Beloyarsky District, Verkhnekazymsky settlement, Estate 4, Bldg. 2, Apt. 38, Phone/fax: (34670) 47-8-95
<b>97.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628146, Tyumen Region, KhMAO-Yugra, Berezovsk District, urban-type settlement Igrim, str. Kooperativnaya, 33, Phone/fax: (34674) 31-2-95
<b>98.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628156, Tyumen Region, KhMAO-Yugra, Berezovsk District, Khulimsunt, 2nd mikrorayon, 10, apt. 19, Phone/fax: (34674) 33-2-08
<b>99.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628147, Tyumen Region, KhMAO-Yugra, Berezovsk District, settlement Svetly, str. Naberezhnaya, 7, apt. 14, Phone/fax: (34674) 58-0-45
<b>100.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628126, Tyumen Region, KhMAO-Yugra, Oktyabrsk District, settlement Priobie, str. Sportivnaya, 15, Phone/fax: (34678) 51-3-83
<b>101.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628181, Tyumen Region, KhMAO-Yugra, Nyagan, 2nd mikrorayon, 44, apt. 1, Phone: (34672) 5-54-08
<b>102.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628125, Tyumen Region, KhMAO-Yugra, Oktyabrsk District, urban-type settlement Andra, Office Building of Repair and Construction Site #6, Phone/fax: (34678) 49-1-90
<b>103.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628109, Tyumen Region, KhMAO-Yugra, Oktyabrsk District, settlement Peregrebnoye, str. Spasennikova, 16-A, Phone/fax: (34678) 38-7-45
<b>104.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 628012, Tyumen Region, Khanty Mansiysk, Lenin Street, 56, Phone: (3467) 30-00-25
<b>105.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Surgut</b> 629600, Tyumen Region, YaNAO, Muravlenko, Lenin Street, 94a, Phone: (34938) 6-30-78
<b>106.</b>	<b>GPB (JSC) Branch in Tomsk</b> 634009, Tomsk, pereulok 1905 goda, 7, Phone: (3822) 610-150, (3822) 610-605, (3822) 610-626
<b>107.</b>	<b>GPB (JSC) Branch in Tula</b> 300026, Tula, prospekt Lenina, 106, Phone: (4872) 33-28-09
<b>108.</b>	<b>Operational Office of GPB (JSC) Branch in Tula</b> 248030, Kaluga, str. Ryleeva, 4, Phone: (4842) 22-22-00, (4842) 79-54-64

<b>109.</b>	<b>Operational Office of GPB (JSC) Branch in Tula</b> 390000, Ryazan, str. Kudryavtseva, 56, Phone: (4912) 27-28-48, 27-07-80
<b>110.</b>	<b>Operational Office of GPB (JSC) Branch in Tula</b> 214004, Smolensk, str. Nikolayeva, 27-A, Phone: (4812) 35-49-88, (4812) 64-49-86
<b>111.</b>	<b>Operational Office of GPB (JSC) Branch in Tula</b> 241050, Bryansk, square Partizan, 4, Phone: (4832) 58-94-34
<b>112.</b>	<b>GPB (JSC) Branch in Tyumen</b> 625000, Tyumen, str. Sovetskaya, 20, Phone: (3452) 54-04-88
<b>113.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Tyumen</b> 627756, Tyumen Region, Ishim, Karl Marx str., 1A/6, Phone/fax: (34551) 7-59-42
<b>114.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Tyumen</b> 626152, Tyumen Region, Tobolsk, 4th mikrorayon, 29a/1, Phone: (3456) 34-30-91
<b>115.</b>	<b>GPB (JSC) Branch in Ufa</b> 450022, Republic of Bashkortostan, Ufa, str. Mendeleeva, 138, Phone: (347) 256-67-85, (347) 256-69-69
<b>116.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Ufa</b> 453261, Republic of Bashkortostan, Salavat, str. Dzerzhinskogo, 4, Phone: (3476) 35-29-86, (3476) 35-28-22
<b>117.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Ufa</b> 453116, Republic of Bashkortostan, Sterlitamak, str. Khudayberdina, 87, Phone: (3473) 43-65-93, (3473) 43-22-18
<b>118.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Ufa</b> 452681, Republic of Bashkortostan, Neftekamsk, str. Lenina, 19-A, Phone/fax: (34783) 3-44-33, (34783) 3-44-34
<b>119.</b>	<b>GPB (JSC) Branch in Khabarovsk</b> 680000, Khabarovsk, str. Turgeneva, 46, Phone: (4212) 41-69-49, (4212) 41-69-41
<b>120.</b>	<b>Operational Office of GPB (JSC) Branch in Khabarovsk</b> 675000, Amur Region, Blagoveschensk, pereulok Svyatitelya Innokentiya, 2, Phone: (4162) 31-80-03
<b>121.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Khabarovsk</b> 681000, Komsomolsk-on-Amur, prospekt Pervostroyteley, 21, Phone: (4217) 24-10-03, (4217) 24-10-05
<b>122.</b>	<b>GPB (JSC) Branch in Vladivostok</b> 690091, Vladivostok, str. Uborevicha, 5-A, Phone: (4232) 65-08-35, (4232) 65-08-36
<b>123.</b>	<b>GPB (JSC) Branch in Yuzhno-Sakhalinsk</b> 693007, Yuzhno-Sakhalinsk, prospekt Pobedy, 30, Phone: (4242) 454-026, (4242) 454-016
<b>124.</b>	<b>GPB (JSC) Branch in Yakutsk</b> 677000, Yakutsk, str. Ammosova, 18, subsidiary address 1-2nd floor, Phone: (4112) 42-59-88
<b>125.</b>	<b>Subsidiary Office of GPB (JSC) Branch in Yakutsk</b> 678960, Republic of Sakha (Yakutia), Neriungri, Lenin Prospect, 6, Phone: (41147) 44-567, (41147) 32-278

**OPINION**  
**of PJSC GAZPROM Audit Commission**  
**on reliability of the data contained in the Company's Annual Report**  
**for 2015 and PJSC GAZPROM Annual Accounts (Financial Statements) for**  
**2015**

City of Moscow

April 27, 2016

The Audit Commission elected by the annual General Shareholders' Meeting of OAO Gazprom (hereinafter the 'Company') on June 26, 2015, acting pursuant to of the Regulation on the Company's Audit Commission, conducted the scheduled audit of the Company's financial and business operations in 2015.

The audit of the Company's financial and business operations for 2015 involved the review and use of:-

PJSC GAZPROM Articles of Association;

Regulation on PJSC GAZPROM Audit Commission;

Regulation on PJSC GAZPROM Accounting Policy for Financial and Tax Accounting in 2015; and

other regulations and documents.

When conducting the audit, the Audit Commission reviewed and analyzed throughout: the Company's Annual Report, accounts (financial statements) for 2015, written information on the audit of PJSC GAZPROM accounts (financial statements) for 2015 issued by Financial and Accounting Consultants audit firm, and resolutions of the Company's Board of Directors and Management Committee.

The primary documents in support of the accounting data and reports and other documents underwent a sample review.

**The audit reveals:-**

The Company's Annual Report for 2015 is prepared in compliance with Russian applicable law;

the Company's accounts (financial statements) for 2015 are prepared in compliance with accounting and reporting rules applicable in the Russian Federation; and

resolutions on financial and business operations adopted by the Company's Board of Directors and Management Committee meet applicable law, the Company's Articles of Association and resolutions of the General Shareholders' Meeting.

Based on audit of the Company's financial and business operations for 2015

**The Audit Commission confirms that:-**

No actual violations of the accounting and reporting procedure established in laws and regulations of the Russian Federation and of Russian laws, which could have a major impact on the Company's financial results, have been revealed in its financial and business operations;

The Company's accounts (financial statements) are reliable and represent a true and fair view of the Company's financial standing as of December 31, 2015, and its financial and business performance from January 1 to December 31, 2015; and

The financial information contained in the Company's Annual Report is reliable and conforms to its accounts (financial statements).

**Chairman, Audit Commission**

**Gazprom**

**M.V. Mikhina**

**REVIEW**  
**of PJSC GAZPROM Auditor's Opinion by the Audit Committee of**  
**PJSC GAZPROM Board of Directors<sup>1</sup>**

Having considered the Auditor's Opinion on the accounts (financial statements) of PJSC GAZPROM for 2015 issued by the Company's Auditor, Financial and Accounting Advisors Limited Liability Company, which was approved by the annual General Shareholders' Meeting on 26 June, 2015, the Audit Committee of the Board of Directors hereby resolved that the auditor's Opinion on the accounts (financial statements) of PJSC GAZPROM for 2015 issued by PJSC GAZPROM's Auditor, Financial and Accounting Advisors Limited Liability Company, was prepared in accordance with the Federal Auditing Standard (FAS 1/2010) adopted by Order No 46n dated May 20, 2010, of the RF Ministry of Finance. It includes a positive opinion on the reliability of the accounts (financial statements) of PJSC GAZPROM, which were prepared in accordance with the Regulations on Accounting and Reporting in the Russian Federation, and on the fair presentation of Gazprom's financial position and performance in all material respects in the accounts (financial statements) of PJSC GAZPROM.

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<sup>1</sup> Review of PJSC GAZPROM Auditor's Opinion by the Audit Committee of PJSC GAZPROM Board of Directors is cited in accordance with Minutes No.48 of 19.05.2016 of PJSC GAZPROM Board of Directors Audit Committee meeting.

**Profit allocation recommendations of PJSC GAZPROM Board of Directors,  
in particular, the amount, timing and form of payment of the annual  
dividends on the Company's shares and the date, as of which the persons  
entitled to dividends are determined.**

**Allocation of PJSC GAZPROM profit generated by the Company in 2015<sup>2</sup>**

	<b>RUB million</b>
<b>1. Net profit of the reporting period</b>	<b>403,522.8</b>
<b>2. Net profit allocation</b>	<b>403,522.8</b>
including:	
<b>2.1. for payment of dividends on shares</b>	<b>186,784.0</b>
<i>including:</i>	
on the shares held by the state (38.373%)	<i>71,675.3</i>
on the shares held by the state-controlled legal entities:	
AO ROSNEFTEGAZ (10.970%)	<i>20,489.9</i>
OAO Rosgazifikatsiya (0.889%)	<i>1,660.1</i>
<b>2.2. for the Company's investment purposes</b>	<b>163,649.5</b>
<b>2.3. the Company's retained profit</b>	<b>53,089.3</b>
<b>resulting from the adjustment of financial investments and economically similar business events</b>	

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<sup>2</sup> Recommended by PJSC GAZPROM Board of Directors for the General Shareholders' Meeting approval (Minutes No. 1076 of May 19, 2016, of PJSC GAZPROM Board of Directors meeting).



**Recommendations**  
**of PJSC GAZPROM Board of Directors on the amount, timing and form of dividends on the Company's shares, based on the financial year results, and on the date, as of which the persons entitled to dividends are determined<sup>3</sup>**

The Board of Directors of PJSC GAZPROM recommends to the annual General Shareholders' Meeting to resolve to:-

Pay annual dividends based on the Company's 2015 performance in the monetary form, in the amount of RUB 7.89 per PJSC GAZPROM ordinary share with the par value of RUB 5;

Establish the date, as of which the persons entitled to dividends are determined - July 20, 2016;

Establish the end date for the payment of dividends to the nominal holders and to the trustees that are professional securities market participants registered in PJSC GAZPROM Shareholders' Register - August 3, 2016; and

Establish the end date for the payment of dividends to other persons registered in PJSC GAZPROM Shareholders' Register - August 24, 2016.

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<sup>3</sup> Minutes No. 1076 of May 19, 2016 of PJSC GAZPROM Board of Directors meeting.

## **Information on the Candidature for PJSC GAZPROM Auditor**

Financial and Accounting Advisors LLC ('FAA LLC') was registered and operates in the Russian Federation in the established manner; since July 06, 2015, it has been a member of the self-regulatory auditors' entity, Sodruzhestvo Auditors' Association Non-Profit Partnership (MRRN – 11506030481).

FAA LLC holds a license issued by the Federal Security Service for the right to perform work related to the use of the information that constitutes state secret. FAA LLC professional risks are insured against with INGOSSTRAKH Open Joint Stock Insurance Company.

FAA LLC was founded in 1990. Since its inception and till present, FAA managers and specialists have taken the most active part in development of laws and shaping the law-enforcement practice; they have made part of management bodies of the leading professional and business associations.

FAA provides professional services in the following core lines of business: audit services; accounting, tax and law services; management consulting; consulting in information technologies; support to investment business; business planning; appraisals; outsourcing.

In 2015, FAA LLC ranked No. 1 in the ranking of the biggest audit companies (following Expert RA version).

Over 25 years of cooperation between FAA and Russian business leaders in all of the key branches of economy, the Company has managed to gain the unique hands-on experience in the implementation of major projects.

Provision of comprehensive services with guaranteed quality, a broad product range and, at the same time, strong specialized expertise, impeccable goodwill, highly qualified staff, modern technologies and methods distinguish FAA and secure the trust in its services on the part of the major companies, the governmental authorities, and the expert community.

FAA has got the unique experience of dealings with fuel and energy enterprises, for which hundreds of successful projects have been implemented. Constant liaising with representatives of the oil and gas industry enables a deep insight of the Company's experts into the industry's urgent concerns and tasks.

Since 1996, FAA has cooperated with PJSC GAZPROM. As part of advisory services to Gazprom Group of Companies, FAA professionals have implemented over 200 major projects and provided a great deal of consultations. Approximately 70 projects for drafting financial/business and feasibility studies, investment project efficiency assessments, for designing enterprise financial models, business plans and development strategies have been implemented.

According to Article 5, Statutory Audit, Federal Audit Business Law No. 307-FZ of December 30, 2008, the audit of PJSC GAZPROM Financial Statements is mandatory.

The audit company for the 2016 statutory audit purposes was selected by a public tender for the right to conclude a service agreement for auditing the accounts (Financial Statements) of PJSC GAZPROM, the consolidated Accounting Statements of Gazprom Group and the consolidated Financial Statements of

Gazprom Group under the International Financial Reporting Standards (IFRS) for 2016, in the manner envisaged in Federal Law of April 5, 2013, No. 44-FZ, On the Contractual System in Procurement of Goods, Work, Services to Meet Federal and Municipal Needs. Based on the tender results, Financial and Accounting Advisors Limited Liability Company (FAA LLC) was found the winner.

### The biggest customers of FAA LLC in Russia include:

PJSC GAZPROM	AO EVRAZ Nizhny Tagil Metallurgical Plant*
OOO Gazprom transgaz Yugorsk*	AO EVRAZ West Siberian Metallurgical Plant*
OOO Gazprom transgaz Ukhta*	AO EVRAZ Kachkanarsky Mining&Processing Plant*
OOO Gazprom transgaz Surgut*	SIBUR Holding Public Company
OOO Gazprom transgaz Saint Petersburg*	AO Atomenergoprom*
OOO Gazprom transgaz Moscow*	AO Rosenergoatom Concern*
OOO Gazprom Dobycha Yamburg*	AO Atomredmetzoloto*
OOO Gazprom Dobycha Urengoy*	GAZPROMBANK (AO)
OOO Gazprom Dobycha Nadym*	AO RUSNANO
OOO Gazprom Dobycha Astrakhan*	AO MCC EuroChem*
OOO Gazprom Dobycha Orenburg*	AO Azot NMJSC*
OOO Gazprom Pererabotka*	AO Nevinnomyssky Azot*
OOO Gazpromneft – Regionalnye Prodazhi*	ALROSA JSC (Public Company)*
AO Gazpromneft-NNG*	Deposit Insurance Agency SC*
OOO Gazpromneft-Hantos*	Vnesheconombank SC
AO ROSNEFTEGAZ*	Central Bank of the Russian Federation (Bank of Russia)*
AO Russian Railways	AO Rosorobonexport*
Sberbank of Russia Public Company	AO Apatit*
Rosseti Public Company	ZAO CV Protek Firm*
AO AK Transneft	Pharmstandard Public Company*
AO Transnefteproduct JSC*	OOO EvrazHolding*

\* – audit services

## **Proposals on the amount of remuneration to members of PJSC GAZPROM Board of Directors<sup>4</sup>**

The Board of Directors of PJSC GAZPROM recommends the General Shareholders' Meeting to establish the following remunerations to PJSC GAZPROM Board of Directors members, who do not hold public offices in the Russian Federation and state civil service positions:-

to the Chairman of the Board of Directors, RUB 26,073,280;

to the Deputy Chairman of the Board of Directors, RUB 25,207,780;

to the Board of Directors member acting the Chairman of the Audit Committee of PJSC GAZPROM Board of Directors, RUB 22,182,405;

to the Board of Directors members, who are members of the Audit Committee of PJSC GAZPROM Board of Directors, RUB 21,457,280; and

to the Board of Directors members not performing any additional functions on the Board of Directors, RUB 20,880,280.

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<sup>4</sup> Minutes No. 1076 of May 19, 2016 of PJSC GAZPROM Board of Directors meeting.

**Proposals on the amount of remuneration to members of PJSC GAZPROM  
Internal Audit Commission<sup>5</sup>**

The Board of Directors of PJSC GAZPROM recommends the annual General Shareholders' Meeting to establish the following remunerations to PJSC GAZPROM Internal Audit Commission members, who do not hold public offices in the Russian Federation and state civil service positions:

Full name	Function	Remuneration amount, RUB
Ms. Marina Vitalievna Mikhina	Chairman of the Commission	4,656,233
Mr. Alexey Anatolievich Afonyashin	member of the Commission	2,399,751
Ms. Margarita Ivanovna Mironova	member of the Commission	3,581,718
Mr. Yury Stanislavovich Nosov	member of the Commission	3,581,718
Mr. Karen Iosifovich Oganyan	member of the Commission	3,581,718
Mr. Sergey Revazovich Platonov	member of the Commission	3,581,718
Ms. Viktoria Vladimirovna Semerikova	member of the Commission	3,581,718
Ms. Tatiana Vladimirovna Fisenko	member of the Commission	3,581,718
Mr. Vadim Kasymovich Bikulov	member of the Commission, Secretary	3,581,718

<sup>5</sup> Minutes No. 1076 of May 19, 2016, of PJSC GAZPROM Board of Directors meeting.

## **Draft Amendments to Articles of Association of PJSC GAZPROM<sup>6</sup>**

### **Amendments to Articles of Association of PJSC GAZPROM, as approved by resolution of the annual General Shareholders' Meeting of JSC GAZPROM dated June 26, 2015, Minutes No. 1**

1. Section 2.3 shall read as follows:

‘2.3. The Company shall have a round seal, stamps and letterheads with its name, its own emblem as well as trademarks and other identification means registered in the established manner.’

2. Section 4.14 shall read as follows:

‘4.14. The Company may create its branches and representative offices operating pursuant to the regulations on them, both in the Russian Federation and abroad, in the established manner. Branches shall be established and representative offices shall be opened by resolution of the Company’s Board of Directors.

Branches and representative offices are not legal entities; their heads act on behalf of the Company under Powers of Attorney.

The Company shall also be entitled, according to the applicable law, to participate in the capital of other joint stock and business companies and partnerships, in particular, to have subsidiaries in the Russian Federation and abroad.’

3. Sections 9.3 to 9.6 shall read as follows:

‘9.3. The resolution to purchase shares shall define the categories (types) of shares to be purchased, the number of shares of each category (type) to be purchased, the acquisition price, the form of payment and the due date, as well as the period, during which applications from shareholders for sales to the Company of their shares or revocations of such applications are to be received.

The shares shall be paid for at their purchase in cash or other assets of the Company. The period during which applications from shareholders for sales to the Company of their shares or revocations of such applications cannot be less than 30 days, and the period for the Company’s payment for the shares purchased by the Company shall not exceed 15 days from the deadline envisaged for receipt or revocation of these applications.

The price for the Company’s acquisition of shares shall be determined in accordance with Article 77, Federal Joint Stock Companies Law.’

9.4. Each shareholder – holder of shares of certain categories (types), the resolution to purchase which has been made, shall be entitled to sell the said shares, and the Company shall be obliged to purchase them. If the total number of shares, for

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<sup>6</sup> Draft Amendments to PJSC GAZPROM Articles of Association were submitted for approval by PJSC GAZPROM Board of Directors (Minutes No. 1076 of May 19, 2016 of PJSC GAZPROM Board of Directors meeting).

the sales of which to the Company the applications have been received, exceeds the number of shares the Company is entitled to purchase, taking into account the limitations established in the Federal Joint Stock Companies Law, the shares shall be purchased from shareholders pro rata the requested quantities.

9.5. At least 20 days prior to the start of the period, during which the applications from the shareholders for sales of their stakes or revocations of such applications are to be received, the Company shall be obliged to notify shareholders – holders of shares of certain categories (types) to be purchased as resolved. The notice shall contain the information specified in Paragraph 1, Section 9.3, of these Articles of Association. The notice shall be communicated to the shareholders – holders of shares of certain categories (types), which have been resolved to be purchased, in the manner established for communicating about the General Shareholders' Meeting.

9.6. The Company's Board of Directors shall, within five days from the expiry of the period, during which the applications from shareholders for sales of their shares or revocations of such applications are to be received, approve of the report on the results of submitting by shareholders of their applications for sales of their shares, which should contain information on the number of shares, with respect to which the applications for their sales have been received, and the quantity the Company may purchase.'

4. Article 9 shall be supplemented with a new Section 9.7 to read as follows:

'9.7. The relations concerning the Company's purchase of its treasury shares and exercising by shareholders of their right to sell their shares shall be governed by the rules established in Article 76, Federal Joint Stock Companies Law.'

5. Article 11 shall read as follows:

'Article 11. Company's Repurchase of Shares at the Shareholders' Request

11.1. Shareholders – holders of voting shares shall be free to require that the Company repurchases all or some of shares held by them in the following cases:-

Reorganization of the Company or entering into a major transaction, the resolution to approve of which is adopted by the General Shareholders' Meeting according to Section 3, Article 79, Federal Joint Stock Companies Law;

Making amendments and supplements to the Company's Articles of Association (adoption by the General Shareholders' Meeting of the resolution that is the grounds to make amendments and supplements to the Company's Articles of Association) or approval of a new version of the Company's Articles of Association, which limit shareholders rights; and;

Adoption by the General Shareholders' Meeting of the resolution to terminate the public company status and apply for the Company's shares and/or the Company's convertible securities delisting.

11.2. The number of voting shares of each category (type), which shareholders are entitled to propose to the Company for repurchase, shall not exceed the number of



shares held by them in the appropriate category (type), as derived from data contained in the list of persons entitled to participate in the General Shareholders' Meeting with the agenda comprising the items, voting on which has resulted in the right to claim the Company's repurchase of these shares.

11.3. The list of shareholders entitled to claim the Company's repurchase of their shares shall be drafted based on data contained in the list of persons entitled to participate in the General Shareholders' Meeting with the agenda comprising the items, voting on which has resulted in the requirement to repurchase shares.

11.4. The Company shall repurchase shares at the price determined by the Company's Board of Directors, but not lower than the fair market value to be determined by an appraiser without regard for its change as a result of the Company's actions that have entailed the right to request the valuation and repurchase of shares.

11.5. The Company shall be obliged to notify the shareholders of their right to require the Company's repurchase of their shares, the price and procedure for repurchase, in particular, the address(es), to which the requests for the repurchase of shares of the shareholders registered in the Company's Shareholders Register can be sent.

11.6. The shareholders' requests for repurchase of shares shall be submitted or revoked within 45 days from the date of making by the General Shareholders' Meeting of the relevant resolution. The revocation of the request for repurchase of shares shall only be allowed with respect to all of the Company's shares submitted for repurchase. The request for repurchase of the shareholder's shares or its revocation shall be deemed presented to the Company on the date when it is received by the Company's registrar from the shareholder registered in the Company's shareholders register, or on the date when the Company's registrar receives the notice containing the will of the shareholder from the nominal holder of shares registered in the Company's Shareholders Register.

11.7. Upon expiry of the period specified in Section 11.6 of these Articles of Association, the Company shall repurchase shares from the shareholders included into the list of persons entitled to claim repurchase by the Company of their shares, within 30 days. If these share repurchase requests are made by the persons not included into the said list, the Company shall, within five business days from expiry of the period specified in Section 11.6 hereof, send the refusal to satisfy such requests.

The Company's Board of Directors shall, within 50 days from the date when the relevant resolution is made by the General Shareholders' Meeting of the Company, approve of the report on the results of shareholders' requesting for repurchase of their shares, which should contain information on the number of shares, for which the repurchase claims have been made, and the quantity the Company may repurchase thereof. The information contained in the extract from such report shall be sent to nominal shareholders registered in the Company's Shareholders Register, in accordance with the provisions of Russian Federation securities law on making available the information and materials to the persons exercising rights to securities.

11.8. The sums of money shall be paid in connection with the Company's repurchase of shares to the persons registered in the Company's Shareholders

Register, by remittance to the bank accounts, to the details available to the Company's registrar. The Company's duty specified in this Section shall be deemed fulfilled from the date the money is credited to the lending institution where the bank account of the person entitled to receive such payments is opened or, if such person is a lending institution, to its account. If the bank account details are not available or the money cannot be credited to the bank account due to circumstances beyond the Company's control, the respective sums of money for the shares repurchased by the Company shall be remitted to the notary public's deposit at the Company's registered address. The Company's Registrar shall make entries on transfer of the rights to the repurchased shares to the Company, except for transfer of the rights to the shares, the rights to which are accounted for by nominal holders, pursuant to the report on the results of the shareholders' requesting for repurchase of their shares, as approved of by the Company's Board of Directors, and the documents evidencing the Company's performance of the duty to pay money to shareholders, without instructions of the person registered in the Company's Shareholders Register.

11.9. Payment of money in connection with the Company's repurchase of shares to the persons not registered in the Company's Shareholders Register shall be made by remittance to the bank account of the nominal shareholder registered in the Company's Shareholders Register. The Company's duty specified in this Section shall be deemed fulfilled from the date when the money is credited to the lending institution where the bank account of such nominal holder is opened and, if the nominal holder is a lending institution, to its account.'

6. Section 12.1 shall read as follows:

'12.1. The Company shall be entitled to pay dividends for the first quarter, half-year, nine months of the reporting year and/or the entire reporting year.'

7. Paragraph 2, Section 12.8, shall read as follows:

'Payment of dividends in the monetary form to individuals, whose rights to shares are recorded in the Company's Shareholders' Register, shall be carried out by remittance of money to their bank accounts, the details of which are available to the Company's registrar or, in the absence of the bank account information, by postal order, and to other persons, whose rights to shares are recorded in the Company's Shareholders' Register, by remittance of money to their bank accounts. The Company's duty to pay dividends to the above persons shall be deemed discharged from the date the postal order is accepted by the federal postal service or the date the money is received at the lending institution, with which the person entitled to such dividends has opened a bank account, and if such person is a lending institution, to its account.'

8. Article 13 shall read as follows:

'Article 13. Register of the Company's Shareholders

13.1. The Company shall make sure the Company's Shareholders Register is maintained and kept according to the Russian Federation applicable law.

13.2. The holder of the Company's Shareholders Register shall, at the request of a shareholder or a nominal holder of shares, confirm his/her rights to shares by issuing an extract from the Company's Shareholders Register. The extract from the Company's Shareholders Register is not a security.'

9. Paragraph 4, Section 14.1, shall read as follows:

'The annual General Shareholders' Meeting shall be held not earlier than two months and not later than six months from the reporting year end. The annual General Shareholders' Meeting shall resolve issues on the election of the Company's Board of Directors, the Company's Internal Audit Commission, on the approval of the Company's Auditor, Annual Reports, the Company's annual accounts (financial statements), as well as the allocation of the Company's profits, including the dividend payment (declaration), and losses for a reporting year.'

10. Paragraphs 9.1 and 10 of Section 15.1 shall read as follows:

'9.1) payment (declaration) of dividends based on results of the first quarter, half-year, nine months of a reporting year;

10) approval of Annual Reports, the Company's annual accounts (financial statements);'

11. Section 15.1 shall be supplemented with a new paragraph 10.1 to read as follows:

'10.1) profit allocation (in particular, payment (announcement) of dividends, except for payment (announcement) of dividends for the first quarter, six months, nine months of the reporting year) and the Company's losses for the reporting year;'

12. Section 16.2 shall be supplemented with paragraph 2 to read as follows:

'A separate (independent) resolution only shall be adopted for each issue put to vote.'

13. Section 16.4 shall be supplemented with the following words: ', unless otherwise envisaged in the Federal Joint Stock Companies Law' after the words 'in the General Shareholders' Meeting.'

14. Paragraph 5 of Section 17.2 shall read as follows:

"approval of Annual Reports, annual accounts (financial statements), including Income Statements of the Company, as well as the allocation of the Company's profits, including the dividend payment (declaration), and losses for a fiscal year."

15. Sections 20.1 and 20.2 shall read as follows:

'20.1. The list of persons entitled to participate in the General Shareholders' Meeting shall be drafted according to the Russian Federation securities law concerning drafting the list of persons that exercise rights to securities. The date on which the persons entitled to participate in the General Shareholders' Meeting of the

Company are determined (recorded) shall not be earlier than 10 days from the date of making a resolution to hold the General Shareholders' Meeting of the Company and more than 25 days prior to the General Shareholders' Meeting date, and in the case envisaged in Section 3, Article 53, Federal Joint Stock Companies Law, more than 55 days prior to the General Shareholders' Meeting.

If the General Shareholders' Meeting with the agenda comprising the Company's reorganization is held, the date on which the persons entitled to participate in the meeting are determined (recorded) shall not be more than 35 days prior to the General Shareholders' Meeting date.

The information on the date of drafting the list of persons entitled to participate in the General Shareholders' Meeting shall be disclosed at least 7 days prior to such date.

20.2. The list of persons entitled to participate in the General Shareholders' Meeting, except for information on their will, shall be submitted by the Company for examination at the request of the persons included into the list and having at least one percent of votes. The information that helps identify the individuals included into the list, except for their surname, first and patronymic names, shall be provided with consent of these persons only.

16. The words 'at least 70 days prior to its date' in Section 21.1 shall be supplemented with the words 'at least 50 days prior to its date.'

17. Section 21.2 shall read as follows:

'21.2. The notice of the General Shareholders' Meeting shall specify:-

the full corporate name of the Company and the Company's location;  
the General Shareholders' Meeting form (a meeting in presentia or in absentia, by poll);

the date, venue, time of the General Shareholders' Meeting and, in the case when filled-in ballots may be sent to the Company, according to Section 3, Article 60, Federal Joint Stock Companies Law, the mailing address, at which the filled-in ballots may be sent, or in the case of the General Shareholders' Meeting in absentia, by poll, the voting ballot receipt cut-off date and the mailing address, at which the filled-in ballots are to be sent;

the date as of which the persons entitled to participate in the General Shareholders' Meeting are determined (recorded);

the General Shareholders' Meeting agenda; and

the procedure for studying information (materials) to be provided in preparation for the General Shareholders' Meeting, and the address(es), at which they may be studied;

the categories (types) of shares, holders of which have rights to vote on all or some items of the General Shareholders' Meeting agenda.'

18. Section 21.3 shall read as follows:

'21.3. The information (documents) to be provided to the persons entitled to attend the General Shareholders' Meeting in preparation for the General Shareholders' Meeting of the Company shall include: the annual report, annual Financial Statements (Accounts), the Auditor's Opinion, the Company's Internal Audit Commission Opinion based on the annual Financial Statements audit, information on a candidate(s) to the Company's executive bodies, the Company's Board of Directors, the Company's Internal Audit Commission, the Company's Counting Board, draft amendments and supplements to the Company's Articles of Association or a new version of the Company's draft Articles of Association, the Company's draft internal documents, the General Shareholders' Meeting draft resolutions as envisaged in Article 32.1, Federal Joint Stock Companies Law, the information on the Shareholder Agreements concluded during one year before the General Shareholders' Meeting date, as well as any other information (documents) envisaged herein.

The list of additional information (documents) mandatory for provision to the persons entitled to attend the General Shareholders' Meeting may be established by the Bank of Russia in preparation to the General Shareholders' Meeting.

The information (documents) envisaged in Articles 21.3 and 21.4 of these Articles of Association shall be available to the persons entitled to attend the General Shareholders' Meeting for examination at least 20 days prior, and in case of the General Shareholders' Meeting with the agenda containing the issue as to the Company's reorganization, at least 30 days prior to the General Shareholders' Meeting, for examination in the premises of the Company's executive body and in other localities the addresses of which are indicated in the notice of the General Shareholders' Meeting and in the Company's website, [www.gazprom.ru](http://www.gazprom.ru), in the Internet information and telecommunications network.

This information (documents) shall be available to persons participating in the General Shareholders' Meetings at the time of its holding.

The Company shall, at the request of the person entitled to attend the General Shareholders' Meeting, provide him/her with copies of the said documents. The fee charged by the Company for provision of these copies cannot be greater than the costs of their making.

If the nominal shareholder is registered in the Company's Shareholders Register, the notice of the General Shareholders' Meeting and the information (documents) to be provided to persons entitled to attend the General Shareholders' Meeting shall be provided in preparation for the General Shareholders' Meeting of the Company in accordance with the rules envisaged in Russian law.'

19. Section 21.4 shall be deleted from Article 21.

20. The word 'fiscal' shall be substituted with the word 'reporting' in Section 22.1.

21. Section 22.3 shall read as follows:

'22.3 The proposal to introduce items to the General Shareholders' Meeting agenda and the proposal to nominate candidates shall be made in writing, indicating the name(s) of the introducing shareholder(s), the quantity and category (type) of the shares held by them, and be signed by the shareholder(s) or their representatives. The Company's shareholder(s) not registered in the Company's Shareholders Register shall be free to make proposals to the agenda of the General Shareholders' Meeting and the proposals as to nomination of candidates by making the appropriate instructions to the person who accounts for their rights to shares. Such instructions shall be given according to Russian Federation securities law.'

22. Paragraph 1 of Section 22.6 shall be supplemented with a new second sentence to read as follows:

'If these proposals were received by the Company from persons who are not registered in the Company's Shareholders Register and who gave instruction to the person accounting for their rights to shares, this resolution of the Company's Board of Directors shall be forwarded such persons within three days from its adoption according to the provisions of the Russian Federation securities law concerning making available of information and documents to the persons exercising rights under securities.'

23. Sections 23.1 and 23.2 shall read as follows:

'23.1. In preparation for the General Shareholders' Meeting, the Company's Board of Directors shall define:

1) the General Shareholders' Meeting form (a meeting in presentia or in absentia, by poll);

2) the date, venue, and time of the General Shareholders' Meeting or, if the General Shareholders' Meeting is held by absentee voting, the cut-off date for receipt of voting ballots;

3) mailing address, at which filled-in ballots shall be sent if, according to Article 60, Federal Joint Stock Companies Law, the voting is carried out by ballots;

4) the date of determination (recording) the persons entitled to participate in the General Shareholders' Meeting;

5) the cut-off date for receipt of the shareholders' proposals for nomination of candidates to be elected to the Company's Board of Directors, if the agenda of the extraordinary General Shareholders' Meeting contains the item regarding election of the Company's Board of Directors members;

6) General Shareholders' Meeting agenda;

7) the procedure for notifying the shareholders of the General Shareholders' Meeting;

8) the list of information (documents) provided to shareholders in preparation for the General Shareholders' Meeting and the provision procedure; and;

9) the form and wording of the voting ballot, in the case of ballot voting, and the wordings of resolutions on agenda items of the General Shareholders' Meeting, which are sent electronically (in the form of electronic documents) to nominal shareholders registered in the Company's Shareholders Register.

23.2. The annual General Shareholders' Meeting agenda shall include the election of the Company's Board of Directors, the Company's Internal Audit Commission, the approval of the Company's Auditor, the Annual Reports, the annual accounts (financial statements), in particular, the Company's Income Statements as well as the allocation of the Company's profits, including the dividend payment (declaration), and losses for a reporting year.'

24. In paragraph 1 of Section 24.2 the words 'within 50 days' shall be supplemented with 'within 40 days.'

25. Paragraph 2 of Section 24.2 shall read as follows:

'If the proposed extraordinary General Shareholders' Meeting agenda contains the issue as to election of the Company's Board of Directors members, such General Shareholders' Meeting shall be held within 75 days from the extraordinary General Shareholders' Meeting request submission. In this case, the Company's Board of Directors shall designate the cut-off date for accepting the shareholders' proposals as to nomination of candidates to be elected to the Company's Board of Directors.'

26. In paragraph 2 of Section 24.3 the words 'within 90 days' shall be supplemented with 'within 70 days.'

27. Paragraph 1 of Section 24.7 shall read as follows:

'24.7. The Company's Board of Directors resolution to convene an extraordinary General Shareholders' Meeting or a well-substantiated resolution to refuse to convene the same shall be sent to the requesting persons within three days from its adoption. If the request for the extraordinary General Shareholders' Meeting is received by the Company from the persons not registered in the Company's shareholders register and have instructed the person who accounts for their rights to shares, the Company's Board of Directors resolution shall be sent to such persons within three days from its adoption, according to the rules of the Russian Federation securities law concerning provision of information and materials to the persons exercising rights to securities.'

28. Paragraph 2 in Section 27.1 shall be deleted.

29. Section 27.4 shall read as follows:

'27.4. When a repeated General Shareholders' Meeting is held less than 40 days after the failed General Shareholders' Meeting, the persons entitled to participate in

the such General Shareholders' Meeting shall be determined (recorded) as of the date of determination (recording) of the persons entitled to participate in the failed General Shareholders' Meeting.'

30. Section 29.1 shall be supplemented with a new second paragraph to read as follows:

'Receipt by the Company's registrar of notices of will of the persons who are entitled to participate in the General Shareholders' Meeting, are not registered in the Company's Shareholders Register and, according to the Russian Federation securities law, have given voting instructions to the persons accounting for their rights to shares, shall be equal to voting by ballots.'

31. Sections 29.2 – 29.4 shall read as follows:

'29.2. When the General Shareholders' Meeting is held, in particular, in absentia, by poll, the voting ballot shall be sent by ordinary mail or delivered against signature to each person registered in the Company's Shareholders Register and entitled to participate in the General Shareholders' Meeting, at least 20 days prior to the General Shareholders' Meeting.

29.3. When the General Shareholders' Meeting is held, except for the General Shareholders' Meeting in absentia, by poll, the persons included into the list of persons entitled to participate in the General Shareholders' Meeting or their representatives shall be free to get registered for participation in such meeting or send filled-in ballots to the Company.

29.4. A voting ballot shall specify:-  
the full corporate name of the Company and its location;  
the General Shareholders' Meeting form (a meeting in presentia or in absentia, by poll);

the date, venue, time of the General Shareholders' Meeting or, in the case of the General Shareholders' Meeting in absentia, by poll, the voting ballot receipt cut-off date;

the resolution wordings on each agenda item (each candidate's name), voting on which/whom is carried out by this ballot;

the voting options for each agenda item, expressed by the wordings of 'in favor,' 'against' or 'abstained;' and the note that the voting ballot is to be signed by the person entitled to participate in the General Shareholders' Meeting or his/her representative.

In the case of cumulative voting, a voting ballot shall indicate that and contain an explanation of the cumulative voting subject matter.'

32. Paragraph 2 of Section 31.4 shall read as follows:



‘If a nominal shareholder is registered in the Company’s Shareholders’ Register as of the date of determination (recording) of the persons entitled to participate in the General Shareholders’ Meeting, the information contained in the report on voting results shall be made available to the nominal shareholder, according to the rules of the Russian Federation securities law concerning making available the information and documents to the persons exercising rights to securities.’

33. Section 34.1 shall read as follows:

‘15) creation of branches and opening of representative offices of the Company and liquidation thereof;’

34. Section 37.8 shall be supplemented with a new second paragraph to read as follows:

‘Personal participation of the Board of Directors members in the meetings of the Company’s Board of Directors may be ensured, in particular, using video conference systems.’

35. Section 38.5 shall be supplemented with a new third paragraph to read as follows:

‘If, upon expiry of the term of office of the Chairman of the Company’s Management Committee, it is not resolved to establish a new sole executive body of the Company or to transfer his/her authorities to a management company or a manager, the authorities of the Company’s Management Committee Chairman shall be effective until these resolutions are made.’

36. Section 39.3 shall be supplemented with a new second sentence to read as follows:

‘Personal attendance of the Management Committee members at the meetings of the Company’s Management Committee may be ensured, in particular, using video conference systems.’

37. In Paragraph 1 of Section 41.1 and Paragraph 2 of Section 46.3, the words ‘based on its financial statements’ shall be supplemented with the words ‘based on its accounts (financial statements).’

38. In the third paragraph of Section 50.1 the words ‘the procedure for accounting and filing Financial Statements’ shall be supplemented with the words ‘the procedure for accounting and filing accounts (financial statements).’

39. The title of Article 52 shall read as follows:

‘Article 52. Company’s Accounting, Accounts (Financial Statements) and Consolidated Financial Statements.’

40. Section 52.1 shall read as follows:

‘52.1. The Company shall keep accounting records and file accounts (financial statements) in the manner established in the Federal Joint Stock Companies Law and other laws and regulations of the Russian Federation.

The Company shall draft and file the consolidated accounts and the consolidated financial statements in the established manner.’

41. In Section 52.2, the words ‘annual report and other financial statements to the appropriate authorities’ shall be supplemented with the words ‘accounts (financial statements) to the appropriate authorities.’

42. Section 52.3 shall read as follows:

‘52.3. The reliability of data in the Company’s Annual Report, the Company’s accounts (financial statements) and consolidated financial statements, shall be confirmed by the Company’s Internal Audit Commission.

The Company shall engage an independent audit company having no proprietary interests in the Company or its shareholders for annual audit of annual accounts (financial statements) and consolidated financial statements.’

43. Paragraph 8 of Section 53.1 shall read as follows:

‘accounting (financial statement) documents;’

44. Paragraph 11 of Section 53.1 shall read as follows:

‘appraisers’ reports;’

45. Section 55.2 shall be supplemented with the word ‘business’ after the words ‘within seven.’

46. Paragraph 2 of Section 56.1 shall read as follows:

‘the Company’s annual report, annual accounts (financial statements);’.

# **New Draft Regulation of General Shareholders' Meeting of PJSC GAZPROM<sup>7</sup>**

## **Regulation of General Shareholders' Meeting of PJSC GAZPROM**

### **I. General provisions. Article 1. Subject and Main Guiding Principles**

1.1. In accordance with the Civil Code of the Russian Federation, Federal Law "On joint-stock companies", other regulatory statutes of the Russian Federation and the Articles of Association of open PJSC GAZPROM (further referred to as the Company), this Regulation defines the procedure of holding the General Shareholders' Meeting.

1.2. General Shareholders' Meeting is the supreme management body of the Company.

1.3. One of the main objectives of the Company, its management bodies and executive officers for holding a General Shareholders' Meeting is to uphold the rights and lawful interests of shareholders in connection with their participating at the meeting, timely provision to shareholders of accurate and complete information about the Company, including information pertaining to the General Shareholders' Meeting agenda items; scope of information shall be defined under applicable laws and the Company Articles of Association.

1.4. The prerequisite of upholding the rights and lawful interests of shareholders is the establishment of the rules of order and procedures of holding General Shareholders' Meeting so as to ensure they apply equally to all shareholders.

### **II. Working bodies of General Shareholders' Meeting.**

#### **Article 2. Basic principles.**

2.1. Working bodies of General Shareholders' Meeting are comprised of: the meeting Chairman, the meeting Presidium, the Counting Board, the Drafting Committee, the meeting Secretary.

2.2. Working bodies of the General Shareholders' Meeting carry out their activities in accordance with the Federal Law "On joint-stock companies", Articles of Association of the Company and this Regulation.

2.3. Working bodies of the General Shareholders' Meeting must perform their functions in a responsible, fair and reasonable manner.

2.4. The main purpose of establishing the working bodies of the General Shareholders' Meeting is to ensure the shareholders can exercise their rights to participate in the meeting while it is held, to discuss agenda items and to vote on the agenda items.

#### **Article 3. Meeting Presidium**

3.1. The meeting Presidium is formed by the Company Board of Directors.

3.2. The Presidium of the Meeting shall act on a collective basis to coordinate the activity of the meeting bodies, set breaks in the work of the meeting, arrange answers to questions and applications of the shareholders present at the meeting, work out, where

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<sup>7</sup> New Draft Regulation of General Shareholders' Meeting of PJSC GAZPROM was submitted for approval by PJSC GAZPROM Board of Directors (Minutes No. 1076 of May 19, 2016 of PJSC GAZPROM Board of Directors meeting).

necessary, the Presidium collective opinion on specific issues, resolve on adding to the minutes of the meeting the materials (texts of speeches, messages, information etc.) received from the meeting participants.

#### **Article 4. Meeting Chairman**

4.1. The meeting Chairman shall be the Chairman of the Company Board of Directors, or his deputy, or the Chairman of the Company Management Committee, or persons performing such functions as per the established procedure.

4.2. The meeting Chairman shall open and adjourn the General Shareholders' Meeting, chair the meeting, oversees the observance of the rules of order, arrange for the distribution of the Presidium documents and statements among the meeting attendees, maintain or restore order at the meeting, sign documents and memoranda on behalf of the General Shareholders' Meeting or the Presidium to be published or submitted to the corresponding bodies and institutions, accept documents and materials from the working bodies, after consulting the Presidium announce the start and end of the breaks in the work of the meeting, and sign the minutes of the meeting.

4.3. The meeting Chairman shall have the right to interrupt the speech of a meeting participant or take the floor away from one if the latter infringes the proceedings or agenda of the meeting.

#### **Article 5. Counting Board**

5.1. The functions of the Counting Board shall be performed by the registrar maintaining the Company register of shareholders.

5.2. The Counting Board shall verify the authority and register persons participating in the meeting, distribute meeting materials, determine the meeting quorum, clarify any questions regarding the registration of attendees and shareholders (or their representatives') to exercise their voting rights at the meeting, explain the voting procedure established on the issues put up for vote, arrange the receipt by the meeting Secretary of the shareholders' written questions which were submitted during the registration of the meeting attendees, arrange voting on the agenda using ballot boxes, maintain order during vote and observance of the shareholders' rights to vote, count votes and summarize voting, prepare voting record, submit the voting ballots to the Company archive.

#### **Article 6. Meeting Secretary**

6.1. The meeting Secretary shall be the Secretary of the Company Management Committee or any other person appointed by the Company Board of Directors.

6.2. The meeting Secretary shall register attendees willing to take part in discussions on the agenda items, arrange for the transfer of the shareholders' written question to the speakers, keep and sign the minutes of the meeting.

#### **Article 7. Drafting Board**

7.1. The quantity and composition of the Drafting Board shall be subject to approval of the Company Management Committee.

7.2. The functions of the Drafting Board shall be to prepare draft resolutions on the agenda items, amend draft resolutions at the end of the agenda items discussions, and prepare information materials on the meeting outcomes for the mass media.

### **III. Registration of Participants of the General Shareholders' Meeting.**

#### **Article 8. Participants of the General Shareholders' Meeting**

8.1. The General Shareholders' Meeting may be attended by the persons included in the list of eligible participants, their successors by way of inheritance or restructuring or their representatives acting under proxies or at law. In addition, General Meeting may be attended by invited persons included in the list of invitees.

8.2. The following persons may be included in the list of invitees to the General Shareholders' Meeting:

- members of the Company Board of Directors or Management Committee;
- representatives of Company's auditor;
- members of the Company Audit Committee;
- candidates shortlisted for voting to the membership of the Company Board of Directors or Audit Committee;
- other persons as may be proposed by the members of the Company Board of Directors or Management Committee.

#### **Article 9. Participation of Shareholders in the General Shareholders' Meeting**

9.1. The right to participate in the meeting may be exercised by shareholder personally or through their representatives.

The authority of shareholder's representative must be executed in a due form.

9.2. Shareholder may participate in the General Shareholders' Meeting in any of the following ways:

attend the General Meeting and personally participate in the discussions on the agenda items and vote on them;

appoint a representative to participate in the General Meeting and entrust one with the voting rights on the agenda items;

submit to the Company in person or through a representative the voting ballots for voting on the agenda items of the General Shareholders' Meeting. A ballot submitted by a shareholder's representative must be accompanied by a duly executed power of attorney.

9.3. In the event that a share is transferred after the date of drawing up the list of persons authorized to participate in the General Shareholders' Meeting, the person included into such list, prior to the date of the General Shareholders' Meeting, should issue a power of attorney in favor of the transferee or vote at the General Shareholders' Meeting as per instructions received from the transferee, if this is provided for by the share transfer agreement.

9.4. In the event that a Company's share is in joint shared ownership by several

entities (persons), the authority to vote at the General Shareholders' Meeting shall be exercised at their discretion by one of the co owners or by their representative.

9.5. The shareholder is entitled at any time to replace his/her representative at the General Shareholders' Meeting or take part in the meeting in person.

A person having the right to vote at the General Shareholders' Meeting (including a new representative acting under a power of attorney) shall be subject to registration to participate in the General Shareholders' Meeting, such person shall be issued with the voting ballots if the notice of replacement (recall) of such representative was received by the Company or the Counting Board prior to the registration of the representative whose authority has been terminated.

The voting ballots received by the Company and signed by the representative acting under a power of attorney shall be deemed invalid if the Company or the Counting Board are in receipt of the notice of replacement (recall) of such representative not later than two days prior to the date of holding the General Shareholders' Meeting.

#### **Article 10. Date, Time and Place of Registration of Participants of the General Shareholders Meeting**

10.1. The persons included in the list of persons having the right to vote at the General Shareholders' Meeting or their representatives must be registered in order to determine the meeting quorum. Participating in the Meeting shall be deemed such shareholders as were registered to participate in the meeting, as well as the shareholders whose voting ballots were received at least two days prior to the date of holding the General Shareholders' Meeting.

10.2. The date and time of the registration shall be appointed by the Company Board of Directors so as to procure ample accessibility for registration to the persons from the list of persons having the right to vote at the General Shareholders' Meeting.

10.3. The place of registration of the persons participating in the General Shareholders' Meeting shall be the venue of the General Shareholders' Meeting.

#### **Article 11. Registration Period of Participants of the General Shareholders' Meeting**

11.1. Persons eligible to participate in the General Shareholders' Meeting shall be registered in such a manner as to provide them with equal opportunities for being registered to participate in the meeting.

11.2. The starting time for the registration of persons having the right to vote at the General Shareholders' Meeting as well as breaks during such registration shall be determined by the Company Board of Directors. The registration start may not be appointed earlier than two days prior to the date of holding the General Shareholders' Meeting.

#### **Article 12. Registration Procedure for Participants of the General Shareholders' Meeting**

12.1. Any shareholder shall be registered as a participant in the General Shareholders' Meeting if such shareholder is on the list of persons having the right to participate in the General Shareholders' Meeting.

12.2. Any representative of a shareholder having the right to participate in the General Shareholders' Meeting shall be registered as a participant in the General Shareholders' Meeting, provided that such representative has documented confirmation of authority pursuant to the provisions of federal laws, regulations issued by authorized governmental agencies or local authorities, or a power of attorney to vote executed pursuant to the requirements of Article 57 of the Federal Law "On joint-stock companies".

12.3. During the registration, the participants shall provide the following documents:

- shareholder (physical person) – a personal identification document;
- representative of a shareholder (physical person) – a power of attorney issued by such shareholder and a personal identification document;
- CEO of a legal entity holding shares in the Company – a document confirming such person's capacity as per applicable laws and a personal identification document;
- representative of a shareholder (legal entity) – a power of attorney issued by such legal entity and the representative's personal identification document.

The successors of the persons having the right to participate in the General Shareholders' Meeting shall also provide the documents evidencing the authority of such successors.

The series, number and other details of the personal identification documents or the documents evidencing the legal status of the legal entity holding shares in the Company must be the same as the details kept on file by the Company registrar. The series, number and other details of the personal identification documents of shareholder's representative must be the same as the details specified in the corresponding power of attorney issued to the bearer.

12.4. During the registration, the participants of the General Shareholders' Meeting shall be furnished with information (materials) as required by the laws of the Russian Federation, the Company Articles of Association and the internal documents of the Company. When requested by the persons being registered to participate in the General Shareholders' Meeting, such persons may be provided with the voting ballots marked as duplicates if the voting ballots previously filled in by such persons were not received by the Company in due time.

12.5. The person exercising the rights attached to the Company shares circulated outside the Russian Federation in the form of depositary securities shall notify the Counting Board of the meeting in writing during registration about the number of shares about which such person has received instructions from the owners of depositary securities.

In the event that the number of shares about which the said person has received instructions from the owners of depositary securities is different for different items of the General Shareholders' Meeting agenda, such person shall notify the Counting Board of the meeting about the corresponding quantity of shares about which such person received instructions from the owners of depositary securities on each such item of the General Shareholders' Meeting agenda.

### **Article 13. Quorum of the General Shareholders' Meeting.**

13.1. The General Shareholders' Meeting held in the form of physical presence shall

be opened if by the starting time of such Meeting the quorum is present for at least one of the agenda items.

When the quorum is determined for a General Shareholders' Meeting attended by a person voting on shares circulated outside the Russian Federation in the form of depositary securities, only the number of shares circulated outside the Russian Federation in the form of depositary securities about which the said person has received instructions from the owners of depositary securities will be counted.

13.2. If the agenda of the General Shareholders' Meeting includes items to be voted on by different groups of voters, the quorum for voting on these items shall be determined separately. In this case, the absence of a quorum for making resolutions on items to be voted on by one group of voters shall not prevent resolutions from being made on items to be voted on by another group of voters for which a quorum is present.

#### **Article 14. Repeat General Shareholders' Meeting**

14.1. In the absence of quorum, the General Shareholders' Meeting shall be deemed to have not taken place. The resolution to deem the General Shareholders' Meeting to have not taken place shall be announced by the meeting Chairman on the basis of the data submitted by the Counting Board in the form of minutes signed by the authorized officer of the Counting Board.

14.2. Should there be no quorum for an annual General Shareholders' Meeting, a repeat General Shareholders' Meeting shall be held with the same agenda. In the absence of a quorum for an extraordinary General Shareholders' Meeting, a repeat meeting may be held with the same agenda.

14.3. The repeat General Meeting shall be deemed to be legally qualified if attended by shareholders owning at least 30 per cent of the Company's placed voting shares.

14.4. A notification of the repeat General Shareholders' Meeting shall be made in accordance with the requirements of the Article 58 of the Federal Law "On joint-stock companies".

14.5. If the repeat General Shareholders' Meeting is held within less than 40 days after the failed meeting, the persons having the right to participate in the new meeting shall be determined (recorded) as of the date on which the persons entitled to attend the failed General Shareholders' Meeting were determined (recorded).

#### **IV. Rules of order during the General Shareholders' Meeting.**

##### **Article 15. Date, Time and Venue of the General Shareholders' Meeting**

15.1. In appointing the date, time and venue of the General Shareholders' Meeting the Board of Directors shall use every necessary and reasonable effort to ensure the General Shareholders' Meeting is held in the simplest and the least expensive way for the shareholders.

15.2. The General Shareholders' Meeting may not be held during in the night time (from 10:00 p.m. to 6 a.m. local time).

15.3. The General Shareholders' Meeting shall be held at the location of the



Company's registered office and also may be held in St. Petersburg. The Company Board of Directors or any other persons authorized to convene the Meeting may choose any other locality in the Russian Federation as the venue of the Meeting, including the place of primary residence or primary registered location of the shareholders.

15.4. The General Shareholders' Meeting may not be held in a location which cannot be accessed by public transport.

15.5. Information about the General Shareholders' Meeting shall be posted on [www.gazprom.ru](http://www.gazprom.ru) website in the Internet telecommunications network.

#### **Article 16. Rules of order during the General Shareholders' Meeting**

16.1. The meeting Chairman shall inform the participants of the General Shareholders' Meeting about the procedure and rules of order during the meeting.

16.2. All the participants of the General Shareholders' Meeting shall have equal opportunities for participating in the discussion of the agenda items according to the rules of order.

16.3. Each speaker will have up to fifteen minutes per each item on the agenda. The report on the Company performance in the expired year may be given for up to 1 hour.

16.4. In the course of the General Shareholders' Meeting, any questions to speakers and applications to participate in the discussions may be made only in writing before the end of the speaker's report, provided that any shareholder may ask only one question or make only one application. The total time for the discussion of each agenda item and the time for each speech during the discussions shall be determined by the meeting Chairman subject to Clause 16.2 hereof and may not exceed ten minutes for each speech and thirty minutes in total for each agenda item.

The time allowed to answer the shareholders' questions may be up to thirty minutes.

16.5. If the General Shareholders' Meeting proceeds for two hours continuously, a break may be announced which must be at least fifteen minutes but not more than thirty minutes.

16.6. If the General Shareholders' Meeting proceeds for four hours continuously, a break may be announced which must be at least forty minutes but not more than two hours.

16.7. If it is impossible to conduct the General Shareholders' Meeting within one day, there shall be a break until the morning of the following day, provided that such continued Meeting may not start earlier than 9:00 a.m. local time.

16.8. After the end of discussions on the General Shareholders' Meeting last agenda item and until the time which is allocated for voting to the participants of the General Shareholders' Meeting who have not voted until this moment, the attendees of the General Shareholders' Meeting shall be informed about the number of votes owned by the persons registered and/or participating in the General Shareholders' Meeting up to that moment.

#### **Article 17. General Shareholders' Meeting Opening and Adjournment Procedures**

17.1. The General Shareholders' Meeting shall be deemed open after being declared so by the meeting Chairman.

17.2. The General Shareholders' Meeting shall be deemed adjourned after being

declared so by the meeting Chairman.

## **V. Voting rules.**

### **Article 18. General Provisions on Voting**

18.1. Vote on the agenda items during any General Shareholders' Meeting shall be held using voting ballots (hereinafter - the "voting ballots").

Receipt by the Company's registrar of the notices of will from the persons who are entitled to attend the General Shareholders' Meeting, are not registered in the Company's Shareholders Register and, according to the Russian Federation securities law, have provided voting instructions to the persons accounting for their rights to shares, shall be equal to voting by ballots.

18.2. The form and text of the voting ballots as described in Clause 18.1 hereof shall be defined by the Company Board of Directors pursuant to the provisions of the Federal Law "On joint-stock companies" and this Regulation.

### **Article 19. Voting ballot.**

19.1. The voting ballots shall be sent to each person who has the right to participate in the General Shareholders' Meeting pursuant to the provisions of the Federal Law "On joint-stock companies" and the Company Articles of Association.

19.2. When deciding on the form and text of the voting ballots, the Board of Directors, in addition to the requirements of Article 60 of the Federal Law "On joint-stock companies", may provide for the registration number and the certification stamp to be included in the voting ballots.

19.3. If the vote is held on any item related to the election of the Company's Board of Directors member or the Internal Audit Committee member, the voting ballot shall contain information about the candidates, including their full name.

The ballot for voting on any item related to election of the Board of Directors members shall contain explanation of the essence of cumulative vote.

19.4. The voting ballots and the items therein shall, as a rule, be numbered in the order adopted in the agenda.

19.5. The voting ballot shall contain filling instructions.

### **Article 20. Vote by Voting Ballots**

20.1. When voting by voting ballots, including voting by a representative of more than one shareholder, only those votes shall be counted that contain only one voting option for any given agenda item, except when voting under the instructions from the persons who acquired shares after the date of making the list of persons having the right to participate in the General Shareholders' Meeting or under instructions from the holders of depository securities.

If a ballot form contains several items put up for voted, non compliance with the above requirement in respect to one or several items shall not result in invalidating the entire ballot.

20.2. If during the vote count two or more voting ballots are found to be filled in by the same person and containing different voting options on the same agenda item of the General Shareholders' Meeting, such voting ballots shall be deemed invalid in part of the voting on such agenda item.

The above rule shall not apply to the voting ballots signed by the person who issued a power of attorney to vote with respect to shares transferred after the date of making the list of persons having the right to participate in the General Shareholders' Meeting, and /or the persons acting under such powers of attorney where in the fields left for the number of votes given for each voting option the number of votes is specified given for each voting option and relevant notes are made, including the notes confirming that the vote is held by power of attorney issued with respect to the shares transferred after the date of making the list of persons having the right to participate in the General Shareholders' Meeting.

20.3. Any representative of more than one shareholder registered to participate in the General Shareholders' Meeting may vote with the aggregate number of votes held by such representative. If different voting instructions are received, voting shall be by different voting ballots.

20.4. Voting ballots shall be filled in by the participants of the General Shareholders' Meeting without using voting booths.

### **Article 21. Invalid Voting Ballots**

Any voting ballot shall be deemed invalid if:

- the voting ballot is not signed by the shareholder (shareholder's representative);
- the voting ballot is not filled in;
- the voting ballot is not in the required form or a copy of the voting ballot is submitted;
- the voting ballot has corrections, erasures, additional items, nominees, notes or other marks added to it;
- it is impossible to clearly identify which voting option was selected;
- the total sum of votes given for the candidates to the Board of Directors exceeds the total number of votes held by the given shareholder in cumulative vote;
- there are other reasons for the voting ballot to be deemed invalid as provided by this Regulation.

If any voting ballot was deemed invalid with reference to one, several or all agenda items put up for vote using such voting ballot, the votes attached to such voting ballot shall not be excluded when determining the quorum at the General Shareholders' Meeting.

### **Article 22. Vote with Shares Used under Depository Shares Issuance Programs**

22.1. Voting with Company shares circulated outside the Russian Federation in the form of depository securities shall only be performed in accordance with the instructions issued by the owners of depository securities.

22.2. In the event that a person exercising the rights attached to Company shares

circulating outside the Russian Federation in the form of depositary securities has voted with the number of votes that does not match the number of such shares reported to the meeting Counting Board, the said votes shall not be included in the vote count when summarizing votes of the General Shareholders' Meeting.

### **Article 23. Specifics of Voting for Certain Categories of Persons**

23.1. A resolution to approve a related party transaction shall be passed at the General Shareholders' Meeting by the majority of the vote of all voting shareholders not related to such transaction.

23.2. If more than 30, 50 or 75 percent of shares in the Company is to be acquired, vote shall be held subject to limitations imposed by Chapter XI.1 of the Federal Law "On joint-stock companies".

23.3. If shareholders agreements are signed, vote shall be held subject to limitations imposed by Article 32.1 of the Federal Law "On joint-stock companies".

23.4. The shares owned by members of the Company's Board of Directors, members of the Management Committee and the Chairman of the Management Committee may not vote during the election of members of the Company Audit Commission.

## **VI. Minutes and Reports of the General Shareholders' Meeting. Information about the Results of the Meeting.**

### **Article 24. Time and Procedure for Preparing the Vote Summary**

24.1. Following any vote, the Counting Board shall prepare a report summarizing the vote at the General Shareholders' Meeting, the report shall be signed by the person authorized by the registrar.

24.2. The vote summary shall be drawn up not later than within three work days from the closing of the General Shareholders' Meeting or the deadline for accepting ballots in case of the General Shareholders' Meeting was held by absentee voting.

24.3. The vote summary shall contain the following:

- the quorum of the Meeting;
- the quorum for certain items on the agenda if the latter included any items to be resolved by different groups of voters;
- wordings of the agenda items and wordings of the resolutions passed;
- the number of votes given for each resolution on each agenda item;
- the list of interested persons, the number of outstanding voting shares in the Company held by such persons and the reasons for deeming such persons interested parties (with respect to approval of an interested party transaction), and the list of members of the Board of Directors and members of the Company Management Committee with the number of outstanding voting shares in the Company they hold (with respect to electing members of the Company Audit Committee).

The vote summary shall also contain any other information as required by laws and regulations On joint-stock companies.

24.4. The vote summary shall be attached to the minutes of the General Shareholders' Meeting.

24.5. Resolutions adopted by the General Shareholders' Meeting, together with the vote summary, shall be announced at the meeting during which the vote is held, or communicated as the voting summary report to the persons included in the list of persons having the right to participate in the General Shareholders' Meeting, in the manner envisaged for communicating of the General Shareholders' Meeting, within four business days from the closing date of the General Shareholders' Meeting or the cut-off date for receipt of ballots if the General Shareholders' Meeting is held as absentee voting.

If, as of the date for determination (recording) of the persons entitled to attend the meeting, a nominal shareholder is registered in the Company's Shareholders Register, the information contained in the voting summary report shall be made available to the nominal shareholder according to the provisions of Russian Federation securities law for provision of information and materials to the persons exercising rights to securities.

### **Article 25. Time and Procedure for Preparing the Minutes of the General Shareholders' Meeting**

25.1. The minutes of the General Shareholders' Meeting shall be drawn up in two copies, no later than within 3 work days after the meeting adjournment. Both originals shall be signed by the meeting Chairman and the meeting Secretary.

25.2. The minutes of the General Shareholders' Meeting shall indicate:

- full corporate name and location of the Company;
- type of the General Shareholders' Meeting (annual or extraordinary)
- Form of holding the General Shareholders' Meeting (joint presence or by absentee voting);
- the date of drawing up the list of persons having the right to participate in the General Shareholders' Meeting;
- date of holding the General Shareholders' Meeting;
- venue of holding the General Shareholders' Meeting in presence (address at which the meeting has been held);
- agenda of the General Shareholders' Meeting;
- start and end time of registration of the persons having the right to participate in the General Shareholders' Meeting in presence;
- opening and adjournment time of the General Shareholders' Meeting held in presence; in the event that resolutions adopted by the General Shareholders' Meeting and vote summary for such meeting have been announced at the General Shareholders' Meeting, also the time when vote counting began;
- mailing address (addresses) at which the filled in vote ballots are sent when the General Shareholders' Meeting is held by absentee vote, as well as if the General Shareholders' Meeting is held in presence if voting on the agenda items could have been made by sending filled in vote ballots to the Company;
- the number of votes owned by the persons included in the list of persons having the right to participate in the General Shareholders' Meeting for each agenda item;
- the number of votes produced by the voting shares of the Company for each agenda item as determined by the applicable laws of the Russian Federation;
- the number of votes owned by the persons participating in the meeting for

each agenda item, with indication whether quorum existed for each agenda item;

- the number of votes given for each voting option ("for", "against" or "abstained") for each agenda item with quorum;
- wordings of resolutions adopted by the General Shareholders' Meeting on each agenda item;
- main points of speeches and names of speakers on each agenda item, if the meeting was held in presence;
- Chairman (Presidium) and Secretary of the General Shareholders' Meeting;
- minutes date;

The Minutes of the General Shareholders' Meeting shall also contain another information as required by laws On joint-stock companies.

The Minutes of the General Shareholders' Meeting shall have attached to them all the documents adopted or approved by the General Shareholders' Meeting and the minutes drawn up by Counting Board on vote summary.

25.3. If the General Shareholders' Meeting decided to approve a major transaction, the Minutes of such Meeting as relates to such resolution shall contain the information required by Clause 4 Article 79 of the Federal Law "On joint-stock companies".

25.4. If the General Shareholders' Meeting resolved to approve an interested party transaction, the Minutes of such Meeting as relates to such resolution shall contain the information required by Clause 6 Article 83 of the Federal Law "On joint-stock companies".

#### **Article 26. Storage and Provision to Shareholders of the Minutes of the General Shareholders' Meeting**

26.1. The Company shall keep the Minutes of the General Shareholders' Meetings at the registered office of the Company Management Committee during the time specified by the federal executive body regulating the securities market.

26.2. The Company shall provide the shareholders with access to the Minutes of the General Shareholders' Meeting.

26.3. Within seven days following a request made by a shareholder, such shareholder shall be furnished with the minutes of the General Shareholders' Meeting for review.

26.4. When requested by a shareholder, the Company shall provide such shareholder with copies of the Minutes of the General Shareholders' Meeting within seven days following receipt by the Company of the confirmation of payment for copies, with such payment not exceeding the cost of making the corresponding copies.

#### **Article 27. Storage of Voting Ballots**

After drawing up the vote summary and signing the minutes of the General Shareholders' Meeting, the vote ballots shall be sealed by the Counting Board and handed over to the Company's archives for safe keeping.

### **VII. Final provisions**

This Regulation shall become effective at the time of its approval by the General Shareholders' Meeting.

When holding the General Shareholders' Meeting, the Company shall also be guided by the Russian securities market law and the regulations of the Bank of Russia.

If any provisions of this Regulation should be in conflict with the laws of the Russian Federation and/or the Company Articles of Association, such provisions shall be deemed void and the relevant provisions of the laws of the Russian Federation and/or the Company Articles of Association shall apply.

Invalidity of any provisions of this Regulation shall not affect the validity of the remaining provisions hereof and the Regulation as a whole.

When this Regulation becomes effective, it shall supersede the Regulation of General Shareholders' Meeting of OAO Gazprom as approved by the resolution of the annual General Shareholders' Meeting of OAO Gazprom dated 28 June 2002 (Minutes No. 1).

**NEW DRAFT REGULATION  
on PJSC GAZPROM<sup>8</sup> Board of Directors**

**REGULATION  
on PJSC GAZPROM Board of Directors**

The present Regulation is elaborated in compliance with the valid laws and regulations of the Russian Federation, the Articles of Association of PJSC GAZPROM (hereinafter referred to as “the Company”) and the Company's basic principles of corporate governance aimed at the enhancement of efficiency and transparency of the Company's internal governance mechanisms, improvement of the system of control over and accountability of its management bodies and observance of rights of shareholders.

**1. General Provisions**

1.1. The Board of Directors shall exercise general governance of the Company activities, with the exception of decisions on the issues that in compliance with the Federal Law "On Joint-Stock Companies" pertain to the authority of the General Shareholders' Meeting.

1.2. The Board of Directors shall secure the implementation by the Company of its goals and objectives, stipulated by the Company Articles of Association

1.3. The main objectives of the Board of Directors shall be to determine the Company's development strategy, aimed at increase of its capitalization and investment attractiveness, to establish principles of the Company assets management, to secure effective system of control within the Company over the results of its financial and business activities.

1.4. The Board of Directors shall exercise its activities in compliance with the valid laws and regulations of the Russian Federation, the Company Articles of Association, resolutions of the General Shareholders' Meeting, the present Regulation and other internal Company documents approved by the Board of Directors.

1.5. The Board of Directors shall act for the benefit of the Company and its shareholders and shall be accountable to the General Shareholders' Meeting.

**2. Scope of Authority of the Board of Directors**

2.1. The scope of authority of the Board of Directors is stipulated by the Federal Law "On Joint-Stock Companies" and the Company Articles of Association.

The scope of authority of the Board of Directors shall include decisions on the issues of the Company general governance with the exception of the issues that under the Federal Law "On Joint-Stock Companies" deemed to the scope of authority of the General Shareholders' Meeting.

Following issues shall pertain to the scope of authority of the Board of Directors:

1) defining of priority guidelines of the Company activities; approval of perspective plans and programs of the Company activities, including the Company's annual budget and investment programs;

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<sup>8</sup> New Draft Regulation on PJSC GAZPROM Board of Directors was submitted for approval by PJSC GAZPROM Board of Directors (Minutes No. 1076 of May 19, 2016 of PJSC GAZPROM Board of Directors meeting).



2) convening of annual and extraordinary General Shareholders' Meetings with the exception of cases specified in clause 8 of the article 55 of the Federal Law "On Joint-Stock Companies";

3) approval of the General Shareholders' Meeting agenda;

4) setting the date for drawing up of the list of individuals entitled to participate in the General Shareholders' Meeting; preliminary approval of the Company's annual report and other issues that pertain to the scope of authority of the Company Board of Directors in accordance with the provisions of the section VII and other provisions of the Federal Law "On Joint-Stock Companies" and related to the preparation and holding of the General Shareholders' Meeting;

5) rendering of decision on the increase of the Company charter capital by way of placement of supplement shares within the limits of quantity and classes (types) of authorized shares, with the exception of instances where such decision pertains to the scope of authority of the General Shareholders' Meeting in compliance with the Federal Law "On Joint-Stock Companies";

6) placement of additional shares for conversion of preferred shares of a certain type placed by the Company, convertible into common shares or preferred shares of other types, if such placement is not associated with an increase in the charter capital of the Company, as well as placement of bonds or other issue-grade securities, except for shares;

7) assessment of property price (monetary valuation), issue-grade securities placement price, or a procedure for its determination, and repurchase price in instances stipulated by the Federal Law «On Joint-Stock Companies»;

8) acquisition of stocks, bonds and other securities placed by the Company in instances stipulated by the Federal Law "On Joint-Stock Companies";

9) formation of the Company's executive bodies and termination of their powers before due date; establishment of the amount of remuneration and compensation payments for the Chairman of the Management Committee and members of the Management Committee; approval for their concurrently holding positions in the management bodies of other organizations;

10) approval upon recommendation of the Chairman of the Management Committee, of appointment and dismissal of deputies to the Management Committee Chairman;

11) recommendations on the amount of remuneration and compensation to be paid to the members of the Audit Commissions and determining the rate of the fee to be paid to the Company auditor;

12) recommendations on the amount of dividend on shares and the procedures for payment thereof;

13) use of reserve fund and other funds of the Company;

14) approval of the Company's internal documents with the exception of the documents, the approval of which in compliance with the Federal Law "On Joint-Stock Companies" pertains to the authority of the General Shareholders' Meeting, as well as other internal documents, the approval of which pertains to the authority of the Company executive bodies in accordance with the Company Articles of Association;

15) establishment of the Company's branches, opening of the Company's representative offices, liquidation thereof;

16) approval of major transactions in the instances specified by the Chapter X of the Federal Law "On Joint-Stock Companies";

- 17) approval of transactions specified by Chapter XI of the Federal Law "On Joint-Stock Companies";
- 18) establishing of transactions conclusion procedures;
- 19) establishing of the procedures for cooperation of the Company with business companies and organizations where the Company owns stocks and shares and rendering of decisions on the issues that pertain to the authority of the Board of Directors in accordance with these procedures;
- 20) approval of the Company registrar and the conditions of the contract as well as termination of contract therewith;
- 21) formation of the Company committees and commissions, approval of the member lists thereof and regulations thereon;
- 22) rendering of decisions on the Company participation and on termination of the Company participation in other organizations (with the exception of organizations specified in sub-clause 18 of clause 1 of article 48 of the Federal Law "On Joint-Stock Companies");
- 22.1) Filing applications for listing of shares of the Company and/or issue-grade securities of the Company convertible into shares of the Company;
- 23) other issues of the Company activities.

2.2. Issues that pertain to the authority of the Board of Directors may not be transferred for rendering of decision thereon to the Management Committee or the Chairman of the Management Committee.

2.3. The Board of Directors shall act with provision for special considerations stipulated by the valid laws and regulations for joint-stock companies with 25% of stocks owned by the state.

2.4. In accordance with its scope of authority the Board of Directors shall determine strategy, policy and basic principles of the Company activities including those related to investment, borrowing, risk management, property disposal and other spheres of activities as well as exercises control over implementation thereof.

### **3. Composition and Authority Term of the Board of Directors**

3.1. In accordance with the resolution of the General Shareholders' Meeting, the Board of Directors shall consist of 11 persons. By resolution of the General Shareholders' Meeting other quantitative of the Board of Directors may be established.

3.2. Only individual persons who may be or may be not the Company shareholders shall be entitled to be members of the Board of Directors.

3.3. Members of the Company Management Committee may not constitute more than one quarter of the Board of Directors members.

3.4. Members of the Board of Directors may not be members of the Company the Audit Commission.

3.5. A person who exercises the functions of the Chairman of the Company Management Committee may not simultaneous be the Chairman of the Company Board of Directors.

3.6. Members of the Board of Directors shall be elected by the General Shareholders' Meeting for the term until the following annual General Shareholders' Meeting. In the event that the General Shareholders' Meeting was not held in time limits established by the Company Articles of Association, authority of the Board of Directors shall be terminated with the exception of the authority to prepare, convene and hold the annual General Shareholders' Meeting.

3.7. In the event of withdrawal of a member of the Board of Directors, authority of other Board of Directors members shall not be terminated with the exception of instances specified in clause 9.4 of the present Regulation.

Members of the Board of Directors who voluntarily resigned, deceased as well as those who do not have possibility to exercise their duties shall be deemed withdrawn.

Members of the Board of Directors shall be deemed withdrawn from the date following the receipt of the voluntary resignation letter of the Board of Directors member by the Chairman of the Board of Directors; or from the date of decease of the member of the Board of Directors confirmed by relevant documents; or from the date of receipt by the Company of documents confirming impossibility for the member of the Board of Directors of performing the duties thereof.

3.8. Termination of the authority of the Board of Directors members shall be possible on the resolution of the General Shareholders' Meeting with regard to all the members of the Board of Directors only.

#### **4. The Board of Directors Chairman and Deputy Chairman**

4.1. The Board of Directors Chairman and Deputy Chairman shall be elected by the members of the Board of Directors from among their number by the majority of votes against the total number of votes of the elected members of the Board of Directors.

4.2. The Board of Directors shall be entitled at any time to re-elect its Chairman or Deputy Chairman by qualified majority of votes – not less than two thirds of the total number of votes of the elected members of the Board of Directors.

4.3. The Chairman of the Board of Directors shall organize its work; convene meetings of the Board of Directors and preside at them; at meetings the Chairman shall arrange for the keeping of minutes; preside at the General Shareholders' Meeting; on behalf of the Company sign contracts with the Chairman and members of the Management Committee; shall exercise other functions stipulated by the Company's Articles of Association and present Regulation.

4.4. In the event of absence of the Board of Directors Chairman, his duties shall be performed by the Deputy Chairman of the Board of Directors; in the event of absence of the Chairman and the Deputy Chairman – any member of the Board of Directors according to the decision of the Board of Directors.

#### **5. Rights, Duties and Responsibilities of the Board of Directors Members**

5.1. When exercising their rights and executing their duties members of the Board of Director must act for the benefit of the Company; must exercise their rights and execute their duties reasonably and in good faith; must not disclose confidential information or documents that come to their knowledge and that constitute professional or commercial secret.

5.2. Members of the Board of Directors shall be entitled to familiarize themselves with regulatory, registration, accounting, financial and other documents and materials of the Company, including full auditors reports, minutes of the Company Management Committee meetings, necessary for resolution of issues that pertain to the scope of authority of the Board of Directors, as well as to request from the Board of Directors Chairman other

information that relates to the Company activities.

The Chairman of the Board of Directors shall provide the requested documents within 5 calendar days from the date of the request receipt.

5.3. On the resolution of the General Shareholders' Meeting remuneration and/or compensation of expenses related to the exercise of the functions of the Board of Directors may be paid to the members of the Board of Directors during the period of exercise the duties thereof. The amount of such remunerations and compensations shall be established by resolution of the General Shareholders' Meeting.

5.4. Members of the Board of Directors must be guided in their activities by the laws and regulations of the Russian Federation, the Company Articles of Association, resolutions of the General Shareholders' Meeting, the present Regulation and internal documents of the Company approved by the Board of Directors.

5.5. Members of the Board of Directors must not use their position and information that comes to their notice for their personal benefit as well as to admit of the use thereof for personal benefit by other individuals.

5.6. Members of the Board of Directors must participate in the meetings of the Board of Directors in their own persons. If attendance is impossible, a member of the Board of Directors shall inform the Board of Directors thereof with an indication of reasons. Concurrently, a member of the Board of Directors may send in writing an opinion with regard to the agenda in accordance with the present Regulation.

If technically feasible, the Board of Directors members outside the venue of the Company's Board of Directors meeting may participate in the meeting, in particular, vote on its agenda items using video conference systems.

5.7. Members of the Board of Directors shall be bound to bring to the notice of the Board of Directors, the Audit Commission and the auditor the information on the following:

- legal entities where they own whether alone or together with their affiliate(s) 20 or more percent of voting stocks (shares, equities);
- legal entities where they hold positions in the executive organs thereof;
- any transactions known to them whether being concluded or proposed where they may be deemed interested party.

Said information must be brought to the notice of the Board of Directors, the Audit Commission and the Company auditor within 5 calendar days from the incurrence of such circumstances.

Interest of a member of the Board of Directors shall be established in accordance with article 81 of the Federal Law "On Joint-Stock Companies".

5.8. Members of the Board of Directors shall bear responsibility to the Company for losses caused to the company by their guilty activity (inactivity) if other basis and amount are not established by federal laws.

Members of the Board of Directors who voted against a decision that incurred losses for the Company, or who did not participate in voting shall not bear responsibility to the Company.

## **6. Secretary (Executive Secretary) of the Board of Directors**

6.1. In order to provide the activities of the Board of Directors, its committees and commissions, the Chairman of the Board of Directors on agreement with the Chairman of the Company Management Committee shall approve a Secretary (Executive Secretary) of

the Board of Directors, forms the Board of Directors Secretariat as well as determines requirements for organizational and technical provision of the Board of Directors activities.

6.2. The Secretary (Executive Secretary) of the Board of Directors shall do the following:

- arrange for the preparation of the draft work plan of the Board of Directors;
- receive requests and send notifications with regard to the convocation of the Board of Directors meeting;
- dispatch ballots, documents and materials for the Board of Directors meetings in accordance with clause 8.8 of the present Regulation;
- receive ballots completed by the members of the Board of Directors;
- keeps minutes of the Board of Directors meetings and prepares absentee voting protocols;
- exercises other functions in accordance with the present Regulation, the Company internal documents and assignments from the Chairman of the Board of Directors.

6.3. The date of the receipt of the documents and materials stipulated by the present Regulation by the Secretary (Executive Secretary) of the Board of Directors shall be deemed the date of receipt thereof by the Board of Directors.

## **7. Work Plan of the Board of Directors**

7.1. The meetings of the Board of Directors shall be held on the basis of the work plan thereof that shall be formed in accordance with the proposals of the Board of directors Chairman and Deputy Chairman, members of the Board of Directors, the Management Committee, the Chairman of the Management Committee, the Audit Commission and the Company auditor.

7.2. Proposals for the work plan of the Board of Directors shall be submitted not later than 30 calendar days prior to the start of the planned period (half year, year).

Proposal on the inclusion of an item to the work plan of the Board of Directors must include the following:

- information on a person (body) who submits the proposal;
- formulation of issues proposed for consideration of the Board of Directors;
- motivation for raising said issues;
- proposed time limits for the consideration of the issues;
- signature of the person (head of the body) who submits the proposal

7.3. Control over the preparation of the work plan shall be exercised by the Chairman of the Board of Directors.

7.4. The work plan shall be approved by the Board of Directors upon the recommendation of the Chairman of the Board of Directors.

## **8. Convocation of the Board of Directors Meetings**

8.1. A meeting of the Board of Directors shall be convened by the Chairman of the Board of Directors in accordance with the approved work plan of the Board of Directors, as well as on his own initiative, on request of a member of the Board of Directors, the Management Committee, the Chairman of the Management Committee, the Audit Commission and the Company auditor.

8.2. Request on the convocation of a meeting of the Board of Directors must include

the following:

- information on a person (body) who submits the request;
- formulation of the issues of the meeting agenda;
- motivation for raising said issues;
- documents and other materials required for the consideration of the issues;
- signature of the person (head of the body) who requests the convocation of the meeting;

8.3. The person who submits the request may propose the date of the meeting of the Board of Directors and the draft of resolution on the respective issue of the agenda.

Request for the convocation of the meeting, that includes the date of the meeting shall be submitted to the Board of directors not later than 30 days prior to the proposed date with the exception of the requests on the issues of urgent nature.

8.4. Within 5 days calendar days from the date of the submission of the request on the convocation of the Board of Directors meeting the Chairman of the Board of Directors shall render one of the following decisions:

- on convocation of the meeting of the Board of Directors (inclusion of an issue in the agenda of the regular meeting) within 30 days if other time limits for the resolution on the submitted issues is not established by valid laws and regulations;
- on refusal to convene the meeting; and informs members of the Board of Directors, the Chairman of the Management Committee and the person (head of the body) who submitted the request thereof.

8.5. The Chairman of the Board of Directors shall be entitled to refuse to convene the Board of Directors meeting if the request is submitted by a person without authority or does not pertain to the scope of authority of the Board of Directors, as well as if the request on the convocation of the Board of directors meeting does not include information stipulated by clause 8.2 of the present Regulation.

8.6. In compliance with the Federal Law "On Joint-Stock Companies" the Chairman of the Board of Directors is bound to convene the Board of Directors meeting for the following:

- consideration of proposal of shareholders on inclusion of issues in the agenda of the annual General Shareholders' Meeting and nomination of candidates for the executive and control bodies of the Company;
- rendering of decisions on convocation of the annual General Shareholders' Meeting and other decisions with regard to the convocation and holding thereof stipulated by the Federal Law "On Joint-Stock Companies", the Company Articles of Association and the Regulation on the General Shareholders' Meeting of the Company;
- approval of the Company's annual report
- convocation of an extraordinary General Shareholders' Meeting for the election of new members of the Board of Directors and/or forming of the Company Management Committee with the authority to render decisions in the instances where the quantity of members of these bodies does not provide quorum for rendering of decisions.

8.7. Agenda of a regular meeting of the Board of Directors shall be formed and approved by the Chairman of the Board of Directors on the basis of the Board of Directors work plan as well as requests of individuals (bodies) for convocation of said meeting, submitted in accordance with the valid laws and regulations and the present Regulation.

The draft of the agenda shall be sent to the Chairman of the Management Committee not later than 20 calendar days prior to the meeting date, and in the absence of proposals from him upon the expiry of 3 calendar days from the date the draft agenda was sent, the

said shall be approved by the Chairman of the Board of Directors.

8.8. Not later than 7 calendar days prior to the date of the Board of Directors meeting the Chairman of the Board of Directors shall send individual notifications in writing on the convocation of the Board of Directors to all the members of the Board of Directors with the indication of the following:

- date, venue and time of the meeting (in case of meeting in person);
- list of persons invited for the meeting (in case meeting in person);
- items of the meeting agenda.

The following shall be appended to the notification:

- drafts of the resolutions of the Board of Directors;
- motivation of the necessity of rendering of proposed decisions;
- documents and other information materials;
- ballots for voting (in case of the meeting by way of absentee voting) with the indication of the date of submission of a completed ballot to the Board of Directors.

Written notifications shall be sent to the members of the Board of Directors by way of absentee, facsimile, telegraph, teletype, electronic or other means of communication.

8.9. The draft of the resolution of the Board of Directors and materials of confidential nature that contain information that constitute commercial or professional secret shall be submitted for the consideration of the Board of Directors marked as "confidential".

8.10. The procedures for preparation and submission of materials to the Board of Directors meetings shall be established by the internal document of the Company approved by the Board of Directors.

## **9. Procedures for Conducting of Meetings of the Board of Directors and Rendering of Decisions**

9.1. The Chairman of the Board of Directors shall arrange for the procedures for the meetings of the Board of Directors in accordance with the agenda.

Regulations for the meetings of the Board of Directors shall be established by the Chairman of the Board of Directors.

9.2. Members of the Company executive bodies, of the Company the Audit Commission, state authority bodies officials, persons who prepare information and materials with regards to the issues considered at the meeting, employees of the Company and its subsidiary companies and other persons may be called to attend the meeting.

9.3. The person presiding at the meeting shall provide order and observance of the meeting procedures, constructive and practical way of consideration of the issues on the agenda, observance of rights of the Board of Directors members for the discussion thereof.

As appropriate, the Board of Director may announce a break in the meeting for no more than 3 calendar days. In the specified time the meeting must be continued with the same agenda.

Upon completion of consideration of each of the agenda items, the person presiding at the meeting shall announce the results of voting and the resolution made on each issue.

9.4. A quorum for the meeting of the Board of Directors on the items of the agenda decisions of which are rendered by the majority of votes of the Board of Directors members who participate in the meeting shall be more than half of the number of elected members of the Board of Directors.

In the event that the number of the Board of Directors members becomes less than

the said quorum, the Board of Directors shall be bound to render decision to convene an extraordinary General Shareholders' Meeting in order to elect new members of the Board of Directors.

9.5. Decisions at the meeting of the Board of Directors shall be rendered by the majority of votes of the Board of Directors members participating in the meeting (simple majority) unless stipulated otherwise by the Federal Law "On Joint-Stock Companies".

With regard to the agenda items, decisions on which are rendered by the simple majority of votes, when the quorum and the results of voting on the agenda items are determined, a written opinion of a Board of Directors member absent from the meeting may be taken into account if the following conditions are concurrently observed:

- the written opinion on this issue was received by the Board of Directors before the start of the meeting;

- the Board of Directors member have unambiguously determined his position with regards to the issue, having stated in the written opinion whether he votes in favor or against the proposed draft of decision or abstains from rendering decision;

- no less than 3 members of the Board of Directors attend the meeting in person.

A written opinion that contains amendments and reservations with regard to the proposed draft of the decision shall not be taken into account when the quorum and the results of voting are determined. If the amendments to the draft of the decision were introduced at the Board of Directors meeting, the written opinion shall not be taken into account when the quorum and the results of voting are determined.

In the event that the written opinion was not sent to the members of the Board of Directors together with the meeting notification, the person presiding at the meeting shall announce the written opinion at the meeting.

Written opinions shall be taken into account when the quorum and the results of voting are determined on each issue individually which fact shall be documented in the minutes of the meeting.

When the quorum and the results of voting are determined on the issues, for the decision on which qualified majority of votes or unanimity is stipulated, it shall be deemed impermissible to take into account written opinions.

9.6. Decisions of the Board of Directors shall be rendered unanimously, meaning by all the elected members of the Board of Directors, with regard to the following issues:

- on submission for consideration of the General Shareholders' Meeting as well as on inclusion in the agenda of the General Shareholders' Meeting of issues related to the Company reorganization or liquidation of the Company and appointment of a liquidation commission;

- on effecting a major transaction the object of which is property with the cost constituting 25 through 50 percent of the book value of the Company assets as of the date of rendering of decision to effect such transaction;

- on increase of the Company chapter capital by way of placement of supplement shares within the limits of the quantity of authorized shares.

In the event that the Company Board of Directors renders decisions that require unanimity, the votes of the withdrawn members of the Board of Directors shall not be taken into consideration.

9.7. The following issues shall require decisions rendered by the qualified majority of votes meaning not less than two thirds of votes of the members of the Board of Directors:

- on refusal to convene an extraordinary General Shareholders' Meeting;



- on refusal to include an issue in the agenda of the General Shareholders' Meeting or to include a candidate in the candidate list for the voting on the elections for the Company Board of Directors and the Audit Commission in the instances specified by clauses 6 of article 55 and clause 5 of article 53 of the Federal Law "On Joint-Stock Companies" accordingly;

- on re-election before due date of the Board of Directors Chairman and/or Deputy Chairman.

In the event that the Company Board of Directors renders decisions that require qualified majority of votes, the votes of the withdrawn members of the Board of Directors shall not be taken into consideration.

9.8. Decisions on approval by the Company of an interested party transaction and on determination of the market price of the property or services to be alienated or purchased, shall be rendered by the Board of Directors by the majority of votes of independent directors who are not interested parties in the transaction.

A member of the Board of Directors who complies with requirements specified in clause 3 of article 83 of the Federal Law "On Joint-Stock Companies" shall be deemed an independent director.

In the event that all of the members of the Board of Directors are deemed to be interested parties and/or are not independent directors, the transaction may be submitted for consideration to the General Shareholders' Meeting on the decision of the Board of Directors.

9.9. Decisions of the Board of Directors that require unanimity or qualified majority of votes shall be rendered only at the Board of Directors meetings with the personal attendance of the members of the Board of Directors by voting in person.

Other decisions may be rendered by absentee voting (by way of polling).

9.10. Members of the Board of directors must personally participate in the meetings. Assignment by members of the Board of Directors of their representatives for participation in the meeting of the Board of Directors or for signing a ballot when the decision is rendered by way of polling, of any other person including another member of the Board of Directors shall be deemed impermissible.

9.11. Each member of the Board of Directors shall be entitled to one vote with the exception of events specified in clause 9.8 of the present Regulation. Transfer of the right to vote by a member of the Board of Directors to another person including another member of the Board of Directors shall be deemed impermissible.

In the event of equally divided votes of the members of the Board of Directors, the vote of the Chairman of the Board of Directors shall be deemed decisive.

Deputy Chairman of the Board of Directors or another member of the Board of Directors exercising the functions of the Chairman of the Board of Directors in the absence thereof shall not be entitled to have decisive vote at the meetings of the Board of Directors.

## **10. Procedures for Absentee Voting**

10.1. Decisions of the Board of Directors that in compliance with the Company Articles of Associations shall be rendered by the simple majority of votes of the Board of Directors members may be rendered by absentee voting (by way of polling).

10.2. Decision on the conduct of the absentee voting is rendered by the Chairman of the Board of Directors.

10.3. To conduct an absentee voting, notifications on the absentee voting complying with the stipulations of clause 8.8 of the present Regulation, shall be sent to all the members of the Board of Directors.

Voting ballots must include the date of submission of the completed ballot to the Board of Directors.

Notifications on the absentee voting shall be sent to the members of the Board of Directors not later than 7 days prior to the established date of the ballot submission to the Board of Directors.

10.5. Completed ballots signed in person by the members of the Board of Directors shall be submitted to the Secretary (Executive Secretary) of the Board of Directors. Members of the Board of Directors whose ballots are received by the Board of Directors before the ballot submission date stated in the ballot shall be deemed as those who participated in the voting.

10.6. A ballot may be deemed invalid completely or partly on individual issues in the event of presence of any signs in more than one box of possible options of voting on the issue or the absence on the ballot of the signature of the voting member of the Board of Directors, as well as in case the ballot includes amendments and/or reservations with regard to the proposed draft of decision.

10.7. Following the results of the voting a protocol shall be drawn up in compliance with section 11 of the present Regulation.

## **11. Procedures for Documenting of the Decisions of the Board of Directors**

11.1. At the meeting of the Board of Directors the Secretary (Executive Secretary) shall keep minutes.

The minutes of the meeting of the Board of Directors shall be drawn up not later than 3 days after the date of the meeting.

Following items shall be indicated in the minutes:

- the venue and the time of the meeting;
- persons who attended the meeting;
- agenda of the meeting;
- issues put to vote and results of voting thereon;
- decisions rendered.

The minutes of the Board of Directors meeting shall be signed by the person presiding at the meeting who shall bear responsibility for the correctness of the drawing up of the minutes.

11.2. In the event that decisions are rendered by the Board of Directors by absentee voting, following items shall be indicated in the minutes of the meeting (absentee voting):

- the date of drawing up of the minutes;
- members of the Board of Directors who have submitted signed voting ballots;
- agenda;
- issues put to vote and results of voting thereon;
- decisions rendered.

The minutes of the meeting (absentee voting) shall be drawn up not later than 3 days after the date established for the submission of completed ballots.

The minutes of the meeting shall be signed by the Chairman of the Board of

Directors. Voting ballots signed by the members of the Board of Directors shall be appended to the minutes.

11.3. On the basis of the minutes the Chairman of the Board of Directors shall sign the decisions of the Board of Directors. Certified copies of the minutes and the resolutions shall be sent or handed to the members of the Board of Directors and the Chairman of the Management Committee.

11.4. Minutes of the meetings and decisions of the Board of Directors shall be submitted to the Audit Commission and the Company auditor on their requests.

## **12. Disclosure of Information on the Activities of the Board of Directors**

12.1. Minutes of the meetings of the Board of Directors shall be accessible for familiarization in the premises of the Company executive body to any shareholder within 7 business days from the date of submission to the Board of Directors of respective request in writing.

12.2. Following the results of the meetings of Board of Directors information for the press may be released in accordance with the procedures established by the Company Internal documents.

## **13. The Board of Directors Committees and Commissions**

13.1. For the purpose of provision of well-founded and effective decisions the Board of Directors shall create committees on audit, appointments and remunerations and other temporary and permanent committees and commissions.

13.2. The main functions of the committees shall be preliminary and profound study of the issues that pertain to the scope of authority of the Board of Directors according to the areas of their activities and elaboration of recommendation for the Board of Directors.

13.3. Committees of the Board of Directors shall be formed and act in compliance with the regulations on the committees approved by the Board of Directors, and shall be guided in their activities by the valid laws and regulations of the Russian Federation, by the Company Articles of Association and decisions of the Company executive bodies.

13.4. Commissions of the Board of Directors shall be formed in order to study individual areas of activities and the projects of the Company.

## **14. Final Provisions**

14.1. The present Regulation shall come into effect from the date of its approval by the General Shareholders' Meeting.

14.2. In the event that individual norms of this Regulation should contravene with the valid laws and regulations of the Russian Federation and/or the Articles of Association of the Company, they shall lose effect and respective norms of the valid laws and regulations of the Russian Federation and/or of the Articles of Association of the Company shall apply. Invalidity of individual norms of the present Regulation does not entail invalidity of other norms and of the Regulation as a whole.

14.3. When this Regulation becomes effective, it shall supersede the Regulation on OAO Gazprom Board of Directors, as approved by resolution of the annual General

Shareholders' Meeting of OAO Gazprom dated June 28, 2002, Minutes No. 1.

**NEW DRAFT REGULATION  
on PJSC GAZPROM<sup>9</sup> Management Committee**

**REGULATION  
On Gazprom Public Company Management Committee**

The present Regulation is elaborated in compliance with the valid laws and regulations, the Articles of Association of PJSC GAZPROM (hereinafter referred to as the Company) and the Company's basic principles of corporate governance aimed at the enhancement of efficiency and transparency of the Company's internal governance mechanisms, improvement of the system of control over and accountability of its management bodies and observance of rights of shareholders.

**1. General Provisions**

1.1. The Company Management Committee is a collective executive body of the Company, that shall exercise general governance of its current activities.

1.2. The Management Committee shall participate in the elaboration and shall organize the implementation of the Company strategy and policy and execution of the decisions of the General Shareholders' Meeting and the Board of Directors of the Company.

1.3. The main goals of the Management Committee shall be provision of the reliable functioning of the Unified Gas Supply System (UGSS) and gas supply to consumers, organization of the management of assets of the Company for the purpose of achievement of high level of profitability, increase of the efficiency of the system of internal control and the system of risk monitoring, provision of the observance of rights and legitimate interests of the shareholders.

1.4. The Management Committee shall exercise its activities in compliance with the valid laws and regulations of the Russian Federation, decisions of the General Shareholders' Meeting and the Board of Directors of the Company, the present Regulation and other internal documents of the Company.

1.5. The Management Committee shall act for the benefit of the Company and its shareholders and shall be accountable to the General Shareholders' Meeting and the Board of Directors of the Company.

**2. The Scope of Authority of the Management Committee**

2.1. The scope of authority of the Management Committee shall be stipulated by the Company Articles of Association.

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<sup>9</sup> New Draft Regulation on PJSC GAZPROM Management Committee was submitted for approval by PJSC GAZPROM Board of Directors (Minutes No. 1076 of May 19, 2016 of PJSC GAZPROM Board of Directors meeting).

2.2. Following issues shall pertain to the Management Committee scope of authorities:

1) elaboration for submission to the Board of Directors of perspective plans and main programs of the Company activities, including the annual budget and the Company's investment programs, drawing up of reports on the implementation thereof, as well as elaboration and approval of the current plans of the Company activities;

2) organization of the control of the flows of gas, its transportation and sales thereof and exercise of control over the functioning of UGSS;

3) approval of internal settling prices for gas and internal tariffs for gas transportation; establishment of the procedures for payments for the delivery of gas and other products as well as for the gas transportation services;

4) organization of control over the accomplishment of the Company perspective and current plans and programs, and implementation of investment, financial and other projects of the Company;

5) approval of regulations in order to provide appropriate organization and reliability of accounting in the Company and timely submission of annual report and other financial accountability documents to respective bodies as well as provision of information on the Company activities to shareholders, creditors and mass-media;

6) establishing of the procedures for the shareholders to familiarize themselves with the information on the Company;

7) establishing of the procedures for keeping record of the Company subsidiaries;

8) approval of the Company internal documents that pertain to the scope of authority of the Management Committee;

9) decisions on other issues of the current activities of the Company submitted for consideration by the Management Committee Chairman.

2.3. The Management Committee shall be entitled to hear reports of the Company officials, receive technical, economic business and other kinds of information on the Company activities as well as information on the activities of its subsidiary and dependent companies and to exercise other activities within the scope of its authority.

### **3. Composition of the Management Committee and the Term of Authority of the Management Committee Members**

3.1. The Management Committee shall be formed in compliance with the Company Articles of Association by the Company Board of Directors from the number of the management staff of the Company and its subsidiaries as well as other persons possessing necessary professional qualification and experience of managerial work, mainly in the sphere of the Company activities.

3.2. The quantitative composition of the Management Committee shall be determined by the Board of Directors and must be optimal for constructive discussion of issues, as well as for rendering of timely and efficient decisions.

3.3. The Chairman of the Management Committee and the members of the Management Committee must not simultaneously be members of the Company Audit Commission.

3.4. Concurrent occupation of positions in the management bodies of other organizations shall be permissible for the Management Committee Chairman and members only with the consent of the Board of Directors of the Company.

3.5. Members of the Management Committee shall be elected for the term stipulated by the Company Articles of Association.

3.6. In the event of expiry of the term of a Management Committee member between the meetings of the Board of Directors of the Company, his authority shall be extended until the forthcoming regular meeting of the Board of Directors.

3.7. The authority of the Management Committee members may at any time be terminated before due time by the Board of Directors on its own initiative, upon recommendation of the management Committee Chairman or on the initiative of the member of the management Committee. The authority of the member of the Management Committee shall be deemed terminated from the date determined by the decision of the Board of Directors or, if it is not determined, from the date of the decision rendered by the Board of Directors

3.8. In the event of termination of the authority of all the members of the Management Committee before due time the Board of Director shall be bound to simultaneously elect new members of the Management Committee.

#### **4. The Chairman of the Management Committee**

4.1. The governance of the Management Committee activities shall be exercised by the Chairman of the Management Committee being simultaneously the Company sole executive body.

4.2. The Chairman of the Management Committee shall organize the activities of the Management Committee; assign responsibilities to the Management Committee members; provide well-founded and efficient decisions rendered by the Management Committee; presides at the meetings of the Management Committee and decides on other issues specified in the Company Articles of Association and the present Regulation.

In the absence of the management Committee Chairman the person presiding at the Management Committee shall be the Deputy Chairman appointed acting Chairman of the Management Committee, and in the absence of the Chairman and Deputy Chairman – a member of the Management Committee appointed by the Management Committee.

4.3. The Chairman of the Management Committee shall represent the Management Committee at the meetings of the Board of Directors and the General Shareholders' Meeting.

#### **5. Rights, Duties and Responsibilities of the members of the Management Committee**

5.1. Rights, duties and responsibilities of the members of the Management Committee are stipulated by the valid laws and regulations of the Russian Federation, Articles of Association of the Company, the present Regulation as well as by the contract effected with each of them by the Company.

5.2. Members of the Management Committee shall act for the benefit of the Company.

5.3. Member of the Management Committee shall be entitled to familiarize themselves with regulatory, registration, accounting, financial and other documents and materials of the Company, to make proposals with regards to the work of the Management Committee and agenda of the Management Committee meetings as well as on the convocation of an extraordinary meeting of the Management Committee, to receive in due

time materials to render well-informed decisions, to receive minutes of the Management Committee meetings and resolutions of the Management Committee.

5.4. In their activities members of the Management Committee must be guided by the valid laws and regulations, the Company Articles of Association, decisions of the General Shareholders' Meetings and the Board of Directors, requirements of internal documents of the Company and the present Regulation.

5.5. Members of the Management Committee must participate in the meetings of the Management Committee in person and shall not be entitled to transfer their right to vote to other persons including other members of the Management Committee.

If technically feasible, the Management Committee members outside the venue of the Company's Management Committee meeting may participate in the meeting, in particular, vote on its agenda items using video conference systems.

5.6. Members of the Management Committees must not use their position and information on the Company activities for the personal benefit and to admit of the use thereof by other individuals.

5.7. Members of the Management Committee must not disclose to third parties commercial and other confidential information related to the Company.

5.8. Members of the Management Committee shall be bound to bring to the notice of the Chairman of the Management Committee, the Board of Directors, the Audit Commission and the Company auditor information with regard to the following:

legal entities where they own whether alone or together with their affiliate(s) 20 or more percent of voting stocks (shares, equities);

legal entities where they hold positions in the executive organs thereof;

any transactions known to them whether being concluded or proposed where they may be deemed interested party.

Interest of a member of the Management Committee shall be established in accordance with article 81 of the Federal Law "On Joint-Stock Companies".

5.9. Members of the Management Committee shall bear responsibility to the Company for losses caused to the company by their guilty activity (inactivity).

5.10. Members of the Management Committee who voted against a decision that incurred losses for the Company, or who did not participate in voting shall be relieved of responsibility.

## **6. The Secretary (Executive Secretary) of the Management Committee**

6.1. The Secretary (Executive Secretary) of the Management Committee shall be appointed by the Management Committee Chairman.

6.2. The Secretary (Executive Secretary) of the Management Committee shall do the following:

organize records management and safekeeping of minutes and other materials of the Management Committee meetings;

arrange for the preparation of drafts of work plans of the Management Committee;

notify members of the Management Committee and invited persons of the date, venue and time of meetings of the Management Committee and send submitted materials to all the members of the Management Committee;

register members of the Management Committee participating in the Management Committee meetings;

keep minutes of the Management Committee meetings;

exercises other functions in accordance with the Company internal documents, the present Regulation and assignments from the Chairman of the Management Committee.



## **7. Work Plan of the Management Committee**

7.1. Activities of the Management Committee shall be exercised in accordance with the work plan of the Management Committee for half year.

7.2. The work plan shall be signed by the Chairman of the Management Committee prior to the start of respective half year and shall include the following information:

formulation of issues to be considered by the Management Committee;

planned time limit for the consideration of the issues and the time limit for the submission of material by the Management Committee members;

indication of the persons responsible for the preparation of materials related to each issue.

7.3. The work plan shall be formed on the basis of the decisions of the General Shareholders' Meetings, the Board of Directors, issues submitted by the Chairman of the Management Committee as well as proposals of the members of the Management Committee and heads of structural divisions of the Company. Said proposals must include information specified in clause 7.2 of the present Regulation.

7.4. The Secretary (Executive Secretary) of the Management Committee shall send the plan to the members of the Management Committee as well as to the divisions responsible for the preparation of issues within five days from the date of the approval of the plan.

## **8. Procedures for the Convocation and Conduct of the Management Committee Meetings**

8.1. The Chairman of the Management Committee shall convene Management Committee meetings in accordance with the work plan of the Management Committee.

The Chairman of the Management Committee shall be entitled to convene unplanned meetings on his own initiative or on recommendation of the Management Committee members. As appropriate, the Chairman of the Management Committee may announce a break in the meeting for no more than 3 days. Within the said time limit the meeting must be continued with the same agenda.

8.2. Agenda for the Management Committee meetings shall be signed by the Chairman of the Management Committee in accordance with the work plan of the Management Committee. On his own initiative or on the proposal of the members of the Management Committee the Chairman of the Management Committee may include in the agenda issues related to the current activities of the Company not stipulated by the work plan of the Management Committee.

8.3. The agenda with the appended necessary materials shall be sent or handed to the members of the Management Committee by the Secretary (Executive Secretary) of the Management Committee not later than three days prior to the meeting.

8.4. The procedures for preparation and submission of materials for consideration of the Management Committee shall be approved by the Chairman of the Management Committee.

8.5. The meetings of the Management Committee shall be attended by the Management Committee members and invited persons.

8.6. A meeting of the Management Committee shall be deemed qualified (having a quorum) if it is attended by no less than half of the elected members of the Management Committee.

In the event that the number of members of the Management Committee becomes less than the number that makes up the said quorum, the Board of Directors shall be bound to form a new Management Committee qualified for rendering decisions.

8.7. Decisions at the meetings of the Management Committee shall be rendered by the majority of votes of the members of the Management Committee participating in the meeting.

8.8. The Management Committee may adopt its resolutions by absentee voting. The resolution to hold absentee voting shall be adopted by the Chairman of the Management Committee.

In case of an absentee voting, the voting ballots, the draft resolution of the Management Committee and its substantiating materials shall be sent to the Management Committee members.

The Management Committee members whose ballots have been received before the cut-off date specified in the ballot for filing completed ballots shall be deemed to have taken part in absentee voting.

8.9. When rendering a decision of the Management Committee each member of the Management Committee shall be entitled to one vote. A member of the Management Committee shall not be entitled to transfer the right to vote to other persons including other members of the Management Committee.

In the event of equally divided votes of the members of the Management Committee, the vote of the Chairman of the Management Committee shall be deemed decisive. No other member of the Management Committee presiding at the meeting shall be entitled to have decisive vote.

8.10. The procedures for conducting of the meetings of the Management Committee, including absentee voting, shall be determined by the Chairman of the Management Committee.

## **9. Procedures for Documenting of the Decisions of the Management Committee**

9.1. At the meeting of the Management Committee the Secretary (Executive Secretary) of the Management Committee shall keep minutes that shall be signed by the person presiding at the meeting. Protocols of absentee voting shall be signed by the Chairman of the Management Committee.

9.2. Decisions of the Management Committee shall be documented in the form of resolutions of the Management Committee signed by the Chairman of the Management Committee.

9.3. The minutes of the Management Committee meeting shall include the following information:

- number of the minutes;
- date, venue and time of the meeting;
- list of persons who attended the meeting;
- agenda;
- issues put to vote;

- results of voting;
- decisions rendered.

The minutes may include information on the main speakers and opinions of the participants given at the meeting.

9.4. In the protocol of absentee voting the following information shall be indicated:

- date, time and venue of drawing up of the protocol;
- list of members of the Management Committee who participated in the absentee voting;
- issue put to vote;
- voting results, and
- resolutions taken.

9.5. Materials that served as basis for the decisions rendered by the Management Committee shall be appended to the minutes. The voting ballots signed by the Management Committee members shall also be appended to the protocol of absentee voting.

9.6. Copies of the Management Committee resolutions shall be sent to the members and the Chairman of the Management Committee within five business days from the date of signing thereof.

9.7. Executing staff shall be informed of the resolutions of the Management Committee within five office days from the date of signing thereof.

## **10. Control over the Activities of the Management Committee**

10.1. The Management Committee shall report to the Board of Directors annually as well as on the request of the Company Board of Directors on the accomplishment of programs and plans of the Company, resolutions of the General Shareholders' Meetings and the Board of Directors, on other results of the Company activities including the issues of the Company assets management.

10.2. The Secretary (Executive Secretary) of the Management Committee shall be bound to submit minutes of the Management Committee meetings to the members of the Management Committee as well as to the members of the Board of Directors, the Audit Commission and the Company auditor on their request within three days from the day of the receipt thereof.

10.3. The Management Committee shall regularly provide the Company Board of Directors with information on the major issues of the financial and business activities of the Company.

## **11. Disclosure of Information on the Activities of the Management Committee**

11.1. Minutes of the meetings of the Management Committee shall be provided for familiarization to the shareholders owning in the aggregate no less than 25 percent of voting stocks of the Company within seven business days from the date of submission of the respective request in writing according to the established procedures.

11.2. The procedures for the disclosure of the information on the activities of the Management Committee in the mass-media shall be determined by the Chairman of the Management Committee in accordance with the information policy and other internal documents of the Company.

## **12. Final Provisions**

12.1. The present Regulation shall come into effect from the date of its approval by the General Shareholders' Meeting.

12.2. In the event that individual norms of this Regulation should contravene with the valid laws and regulations of the Russian Federation and/or the Articles of Association of the Company, they shall lose effect and respective norms of the valid laws and regulations of the Russian Federation and/or of the Articles of Association of the Company shall apply. Invalidity of individual norms of the present Regulation does not entail invalidity of other norms and of the Regulation as a whole.

12.3. When this Regulation becomes effective, it shall supersede the Regulation on OAO Gazprom Management Committee as approved by resolution of the annual General Shareholders' Meeting of OAO Gazprom dated June 28, 2002, Minutes No. 1.

# **New Draft Regulation on PJSC GAZPROM<sup>10</sup> Chairman of the Management Committee**

## **Regulation on PJSC GAZPROM Chairman of the Management Committee**

This Regulation was developed with the valid laws of the Russian Federation, **PJSC GAZPROM** Articles of Association (hereinafter – “the Company”) and the Company’s principles of corporate governance.

### **1. General Provisions**

1.1. The Management Committee Chairman is a sole executive body of Gazprom.

The Management Committee Chairman reports to the General Shareholders’ Meeting and the Gazprom Board of Directors.

1.2. The Chairman of the Management Committee manages the Company’s current operations in accordance with Russian law, the Company’s Articles of Association, resolutions of the General Shareholders’ Meeting, the Board of Directors and the Management Committee of the Company, and requirements of the Company’s internal documents.

1.3. The key goals and objectives of the Management Committee Chairman are to ensure: continuous and efficient operation of the Company;

- reliable and continuous gas supplies to the users of the Russian Federation;
- adherence by the Company to international treaties and gas supply agreements; operation and supervisory control over the operation of the Unified Gas Supply System (hereinafter - UGSS); construction, operation and development of UGSS facilities, their industrial and environmental safety, use of energy saving and environmentally friendly technologies;
- that the Company fulfill its prospective and currency programs and plans, resolutions of the Company’s management bodies, which define the policy and strategy of its operations;
- due arrangement and reliability of financial accounting in the Company, timely submission of the annual report and other financial statements of the Company to relevant authorities, as well as data on the Company’s activities provided to shareholders, creditors and mass media.

### **2. Term of Office**

2.1. The Management Committee Chairman shall be elected by the Company’s Board of Directors for a period established by the Company’s Articles of Association.

2.2. If, upon expiry of the term of office of the Company’s Management Committee Chairman, it has not been resolved to establish a new sole management body of the Company or to transfer the authorities to a management company or a manager, the authorities of the Management Committee Chairman shall be valid until these resolutions are made.

2.3. Authorities of the Management Committee Chairman may be early terminated by the Company’s Board of Directors or the Management Committee Chairman. Authorities of the Management Committee Chairman shall be regarded to have been terminated from the date defined by a resolution of the Company’s Board of Directors, and if such date is not set, from the date of resolution of the Board of Directors.

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<sup>10</sup> New Draft Regulation on PJSC GAZPROM Chairman of the Management Committee was submitted for approval by PJSC GAZPROM Board of Directors (Minutes No. 1076 of May 19, 2016, of PJSC GAZPROM Board of Directors meeting).

2.4. The Management Committee Chairman shall be entitled to appoint his deputies acting within the scope of their responsibilities allocated between them by the Management Committee Chairman.

Deputy Management Committee Chairman shall be appointed to and released from office by the Management Committee Chairman, as agreed upon with the Company's Board of Directors.

The Management Committee Chairman shall be entitled to appoint acting Management Committee Chairman from among the Company's officials for a period of his absence and in other cases.

### **3. Basic Authorities of the Management Committee Chairman**

3.1. The Management Committee Chairman shall be in charge of management of the day-to-day operations of the Company. Competence of the Management Committee Chairman shall include resolution of all current issues of the Company's operation, except issues referred to the competence of the General Shareholders' Meeting, the Board of Directors and Management Committee of the Company.

The Management Committee Chairman shall arrange for the execution of resolutions of the General Shareholders' Meeting, the Board of Directors and the Management Committee of the Company.

3.2. The rights and duties of the Management Committee Chairman shall be established by the Federal Law "On Joint-Stock Companies", other legal acts of the Russian Federation and the agreement entered into between the Management Committee Chairman and the Company.

The agreement on behalf of the Company shall be signed by the Management Committee Chairman or any other person authorized by the Management Committee Chairman.

Relations between the Company and the Management Committee Chairman shall be regulated by the laws of the Russian Federation on labour and employment in the part which is not in conflict with provisions of the Federal Law "On Joint-Stock Companies".

The Management Committee Chairman can combine positions in the management bodies of other organizations only subject to agreement of the Board of Directors of the Company.

3.3. The Management Committee Chairman act on behalf of the Company without a power of attorney, including the following: represent its interests, make transactions and sign all documents on behalf of the Company, issue powers of attorney, issue orders, instructions which are mandatory for all employees of the Company and its subsidiaries in accordance with established procedures.

3.4. The key responsibilities of the Management Committee Chairman include:

1) arrange current work of the Company for the development and execution of perspective plans, the business plans of the Company, current action plans and submit them to the management Committee and the Board of Directors of the Company, prepare reports on execution of action plans and business plans of the Company;

2) approve Articles of Association and create bodies of business entities and other organizations whose sole participant is the Company, take decisions on other issues of operation thereof in accordance with the laws;

3) appoint representatives of the Company for them to take part in general shareholders' (participants') meetings and nominate candidates for election in other bodies of business entities and organizations where the Company is a participant, give voting instructions to them, exercise other authorities of a shareholder (participant) of an economic entity on behalf of the Company; appoint heads of the Company's branches and representative offices;

4) appointment of heads of the Company's branches and representative offices;

5) approve the Company's structure;

6) appointment to and release the Company's employee from office;

7) approve internal employee regulations, regulations on the Company's structural subdivisions, other internal documents regulating social and employment relations in the Company, making collective agreements;

8) resolve other issues and approve internal documents of the Company regulating its current activities, except internal documents regulating the Company's activities which are approved by the General Shareholders' Meeting, the Board of Directors and the Management Committee of the Company, as provided for by the Company's Articles of Association.

3.5. When exercising his authorities, the Management Committee Chairman shall be governed by the Company's internal regulations, as approved by the Company's Board of Directors, which regulate the procedure of making transactions, as well as interaction with business entities and organizations in which the Company is a participant.

3.6. The Management Committee Chairman shall organize the work of the Company's Board of Directors in accordance with the Regulation on the Management Committee of PJSC GAZPROM and act on behalf of the Company without a power of attorney in accordance with decisions of the Management Committee taken within the competence of the Company's Management Committee.

3.7. The Management Committee Chairman shall be obliged to act in the interest of the Company and its shareholders.

3.8. The Management Committee Chairman shall not have the right to take advantage of its status and information on the Company's activities in his own interests and third party's interests.

3.9. The Management Committee Chairman shall have to ensure protection of state secret and confidentiality of data of the Company's activities representing official or commercial secret of the Company.

3.10. The Management Committee Chairman shall be obliged to provide the following information to the Company's Board of Directors, the Internal Audit Commission and internal auditor of the Company :

- legal entities in which he holds, by itself or together with its affiliated party(-ies), 20 or more percent of voting shares (participatory interests);
- legal entities in whose management bodies he holds posts;
- on any transactions in progress or proposed transactions known to him, in which he can be regarded as an interested party.

Interest of the Management Committee Chairman shall be determined in accordance with Article 81 of the Federal Law "On Joint-Stock Companies".

#### **4. Responsibility of the Management Committee Chairman**

4.1. The Management Committee Chairman shall be held responsible for the results of production and economic activities and financial activities of the Company.

4.2. The Management Committee Chairman shall be held responsible to the Company for the losses caused to the Company by his guilty actions (omission) in accordance with effective legislations.

4.3. When defining the basis and scope of responsibility of the Management Committee Chairman, ordinary course of business and other material circumstances shall be taken into account.

#### **5. Control over activities of the Management Committee Chairman**

5.1. Control over activities of the Management Committee Chairman shall be performed by the Board of Directors and the Internal Audit Commission of the Company.

5.2. The Management Committee Chairman shall regularly provide the Board of Directors with reports on fulfillment of investment and other programs and plans of the Company, resolutions of the General Shareholders' Meeting and the Board of Directors of the Company, as well as other results of the Company's activities, including assets management.

5.3. The Management Committee Chairman shall regularly provide information to the Company's Board of Directors on the key financial and economic issues of the Company.

#### **6. Final**

6.1. This Regulation shall come into effect from the date of its approval by the General Shareholders' Meeting.

6.2. If any specific provisions hereof come into conflict with the laws of the Russian Federation and/or the Company's Articles of Association, they shall lose force and relevant provisions of the laws of the Russian Federation and/or the Company's Articles of Association shall apply. Invalidity of any specific provisions hereof shall not result in invalidity of other provisions and this Regulation on the whole.

6.3. When this Regulation becomes effective, it shall supersede the Regulation on OAO Gazprom Chairman of the Management Committee as approved by resolution of the annual General Shareholders' Meeting of OAO Gazprom dated June 28, 2002, Minutes No. 1.



## **Information on Future Related Party Transactions PJSC GAZPROM May Enter into in the Ordinary Course of Business**

Pursuant to Article 83.6, Federal Joint Stock Companies Law, and Article 46.5, PJSC GAZPROM Articles of Association, the General Shareholders' Meeting of PJSC GAZPROM is entitled to make decisions to approve of related party transactions the Company may enter into in the future, in the ordinary course of business. These resolutions are effective till the next General Shareholders' Meeting.

According to legal requirements and clarifications of the Supreme Arbitration Tribunal of the Russian Federation, the draft resolution of the General Shareholders' Meeting on approval of the related party transactions PJSC GAZPROM may enter into in the future, in the ordinary course of business, indicates the transaction parties, subject matter, maximum amount, and other material terms and conditions thereof. According to Article 60.4, Federal Joint Stock Companies Law, the respective resolution wording is included into Voting Ballot No. 2 and in the draft resolutions of the annual General Shareholders' Meeting of PJSC GAZPROM (sections 1 to 96, draft Resolution on agenda item 13, hereinafter the 'Draft Resolution'), as incorporated into these information materials.

The Company's entering into contracts envisaged in Sections 1 to 14, 16 to 33, 41, 42, 47, 66, and 93 of the Draft Resolution is necessitated by stable financial conditions required for operations of PJSC GAZPROM and its subsidiaries as a single production facility.

The lease contracts envisaged in Sections 34 to 40, 45, 46, and 86 of the Draft Resolution are concluded by PJSC GAZPROM with its subsidiaries and permanent counterparties in order to improve the current production and business operations, by letting out the assets used for provision of communications services to PJSC GAZPROM and its main gas transportation and gas producing companies, gas supplies to ultimate consumers etc.

The contracts specified in Sections 48 to 61, 80, 95, and 96 of the Draft Resolution are concluded by PJSC GAZPROM with its subsidiaries and permanent counterparties and are intended to support PJSC GAZPROM's charter activities in gas supply to domestic and foreign consumers, provision of gas transportation services and to increase the raw materials base.

Incorporation of the contracts for special purpose training, further professional training, and retraining of PJSC GAZPROM's executives and specialists into the Draft Resolution (Sections 15, 43, 72, 74, 75, 77, 83, 84, and 92 of the Draft Resolution) is necessitated by the skills and competencies required to be developed in the employees, by their further training vital for efficient operation in new lines of business. The training is intended to fine-tune the existing production process. In addition, to train a promising personnel reserve, the plan is to annually conclude contracts for special purpose admissions.

The Company's entering into insurance contracts (Sections 73, 76, 78, 79, 85, 87, and 88 of the Draft Resolution) is due to:

mitigation of consequences of possible loss, destruction of or damage to the assets of PJSC GAZPROM, in particular, the vehicles owned by Garpzom Public Company;

preservation of health and professional capacity of PJSC GAZPROM's employees, retirees and their families, which is a top priority objective of PJSC GAZPROM social policy.

The scope of the Federal Law on Statutory Hazardous Facility Owner Third Party Liability Insurance against Any Harm Resulting from a Hazardous Facility Accident covers a limited range of hazardous production facilities and does not cover the relations arising out of any harm to the environment. In this connection and taking into account the provisions of Article 15, Federal Law on Safety of Fuel and Energy Facilities, the idea is to conclude a contract for voluntary third liability insurance, including environmental risks, of fuel and energy facility owners (Section 78 of the Draft Resolution).

To eliminate additional tax consequences in mutual settlements under the contract between the parties and to avoid uncertainty in recording of the transactions in financial and tax accounting, the proposal is to enter into the liability insurance contract with multiple persons as policyholders.

The research and development contracts with Gubkin Russian State Oil and Gas University and the contract for design, testing and technological work with Cryogenmash Public Company (Sections 62 to 65, 67 to 71 of the Draft Resolution) are concluded with specialized companies to address the objectives the Company faces in development of new knowledge-intensive and information technologies, accumulation of research, development and innovation potential to secure reasonable and efficient use in field development, production, transportation and processing of raw hydrocarbons and in other production and business operations of PJSC GAZPROM.

PJSC GAZPROM stock taking contracts with its subsidiaries and permanent counterparties in regard to PJSC GAZPROM fixed assets transferred to these companies in lease (Section 89 of the Draft Resolution), are entered into by virtue of the requirements on mandatory stock-taking when transferring assets in lease (Section 27 of the Regulations on Accounting and Reporting in the Russian Federation, as approved of by Order No. 34n of the Finance Ministry of the Russian Federation, dated July 29, 1998).

The license and sublicense agreements for granting the right to use PJSC GAZPROM trademarks as well as the contracts for disposal of exclusive rights to trademarks for the benefit of PJSC GAZPROM (Sections 44, 81, 82, 90, 91, and 94 of the Draft Resolution) are concluded to improve the image of PJSC GAZPROM as a vertically integrated company, to promote goods, work and services on the market and to consolidate exclusive rights to the trademarks with the GAZPROM / ГАЗПРОМ element in the Company.

The contracts envisaged in the Draft Resolution are related party transactions, largely due to individual members of the Company's Board of Directors and Management Committee which are involved in management bodies of the legal entities being parties to (beneficiaries of) the contracts.

The only exceptions are the contracts with VTB Bank (PAO) (Sections 3, 7, 10, 12, 16, 22, 27, 30, 33, and 41 of the Draft Resolution), AO Rosselkhozbank (Sections 6 and 17 of the Draft Resolution) and OAO AK Transneft (Section 53 of the Draft Resolution), which represent related party transactions because the Russian Federation holds more than 20% of shares in PJSC GAZPROM and the above-mentioned companies.

**Information on Candidates to PJSC GAZPROM Board of Directors,  
in particular, on the Availability of Their Consent to Be Elected**  
(the information on positions of the candidates is provided according to the  
information submitted by shareholders in their nomination proposals)

Mr. Andrey Igorevich Akimov	Chairman, Gazprombank (Joint Stock Company) Management Committee (the consent is available)
Mr. Farit Rafikovich Gazizullin	Member, JSC GAZPROM Board of Directors (the consent is available)
Mr. Viktor Alekseevich Zubkov	Special Representative of the Russian Federation President, Liaising with the Gas Exporting Countries Forum (the consent is available)
Mr. Timur Kulibaev	Chairman, Association of Legal Entities – Kazakhstan Association of Oil, Gas and Energy Sector Companies KAZENERGY; Chairman of the Presidium, National Chamber of Entrepreneurs of the Republic of Kazakhstan (the consent is available)
Mr. Vitaly Anatolievich Markelov	Deputy Chairman, PJSC GAZPROM Management Committee (the consent is available)
Mr. Viktor Georgievich Martynov	Principal, I.M. Gubkin Russian State Oil and Gas University (National Research University) (federal state-owned budgetary educational institution of higher education) (the consent is available)
Mr. Vladimir Alexandrovich Mau	Principal, the Russian Presidential Academy of National Economy and Public Administration (federal state-owned budgetary educational institution of higher education) (the consent is available)
Mr. Alexey Borisovich Miller	Chairman, PJSC GAZPROM Management Committee (the consent is available)

Mr. Alexander Valentinovich Novak	Minister of Energy of the Russian Federation (the consent is available)
Mr. Dmitry Nikolaevich Patrushev	Chairman, AO Rosselkhozbank Management Board (the consent is available)
Mr. Mikhail Leonidovich Sereda	Deputy Management Committee Chairman – Management Committee Administration Head, PJSC GAZPROM (the consent is available)
Mr. Alexey Valentinovich Ulyukaev	Minister of Economic Development of the Russian Federation (the consent is available)

**Information on Candidates to PJSC GAZPROM Internal Audit Commission,  
in particular, on the Availability of Their Consent to Be Elected**

(the information on positions of the candidates is provided according to the information submitted by shareholders in their nomination proposals)

Mr. Vladimir Ivanovich Alisov	Senior Deputy Department Head, PJSC GAZPROM (the consent is available)
Mr. Alexey Anatolievich Afonyashin	Deputy Department Head, Ministry for Economic Development and Trade of the Russian Federation (the consent is available)
Mr. Vadim Kasymovich Bikulov	Deputy Department Head – Division Head, PJSC GAZPROM (the consent is available)
Mr. Alexander Alexeevich Gladkov	Department Head, Ministry of Energy of the Russian Federation (the consent is available)
Mr. Alexander Sergeevich Ivannikov	Department Head, PJSC GAZPROM (the consent is available)
Ms. Margarita Ivanovna Mironova	Senior Deputy Head, Management Committee Administration – Department Head, PJSC GAZPROM (the consent is available)
Ms. Lidia Vasilievna Morozova	Deputy Chief Accountant, PJSC GAZPROM (the consent is available)
Mr. Yury Stanislavovich Nosov	Deputy Head, Management Committee Administration – Department Head, Management Committee Executive Secretary, PJSC GAZPROM (the consent is available)
Mr. Karen Iosifovich Oganyan	Department Head, PJSC GAZPROM (the consent is available)
Mr. Dmitry Alexandrovich Pashkovsky	Deputy Head, Management Committee Administration – Division Head, PJSC GAZPROM (the consent is available)

Mr. Sergey Revazovich Platonov	Deputy Department Head, Finance Ministry of the Russian Federation (the consent is available)
Mr. Mikhail Nikolaevich Rosseev	Deputy Chief Accountant, PJSC GAZPROM (the consent is available)
Ms. Viktoria Vladimirovna Semerikova	Division Head, Russian Federal Agency for State Property Management (the consent is available)
Ms. Tatiana Vladimirovna Fisenko	Department Head, Ministry of Energy of the Russian Federation (the consent is available)

# **Report on PJSC GAZPROM Long-Term Development Program**

## **I. PJSC GAZPROM Strategic Planning System**

The system of strategic targets (SST) that represent well-balance indicators across all of the Company's lines of business and quantify PJSC GAZPROM objectives in achieving its strategic goals underlies long-term planning at PJSC GAZPROM.

PJSC GAZPROM's strategic planning system uses SSTs of Level 1 and Level 2 (hereinafter SST<sub>1</sub> and SST<sub>2</sub>, respectively). SST<sub>1</sub> are established by PJSC GAZPROM's Board of Directors for the end of the planning decade. Resolution of JSC Gazprom Board of Directors dated September 28, 2005, No. 756, approved of SST<sub>1</sub> list, and Resolution of the Board of Directors dated June 12, 2006, No. 872, approved of their values. Later on, SST<sub>1</sub> levels were confirmed twice by the Board of Directors resolutions (dated November 26, 2008, No. 1319, and dated December 29, 2009, No. 1528). SST<sub>2</sub> break down SST<sub>1</sub> by areas and lines of business, describing production, marketing, economic, corporate, innovation and personnel objectives in a greater detail.

SST<sub>1</sub> approved by the Company's Board of Directors form the basis for shaping PJSC GAZPROM Long-Term Development Program (hereinafter the 'Program') that is designed annually according to JSC Gazprom Planning Procedure using SST (approved of by JSC Gazprom Management Committee resolution No. 34 dated June 26, 2006) and the Development Guidelines on Long-Term Development Programs for Strategic Open Joint Stock Companies and Federal State-Owned Unitary Enterprises, and Open Joint Stock Companies where the Russian Federation Capital Stake Exceeds Fifty Percent (the Russian Government instructions dated April 15, 2014, No. ISh-P13-2583). Upon the Management Committee preliminary approval, the Program is submitted for approval to the Company's Board of Directors.

The Program aims to design a comprehensive integrated plan that secures well-balanced and efficient development of the Company, achievement of SSTs and maximization of the systemic economic effect, taking into account the analysis of risks and opportunities.

The Program is a tool of PJSC GAZPROM Development Strategy implementation in the long run and, at the same time, of long-term and current planning systems integration as it contains the indicators required for budgeting and the list of top priority projects for investment planning. Based on the Program indicators, the system of targets and control indicators (TCIs) is created to detail the Program for the 1-3-year budget period and to establish budgeting benchmarks.

When shaping the Long-Term Development Program, primary information and indicators provided by PJSC GAZPROM's business units and subsidiaries as well as resolutions of PJSC GAZPROM management entities, including the Company's Board of Directors resolutions adopted in furtherance of the Russian Government directives for representatives of the state on PJSC GAZPROM Board of Directors,



which pertain to PJSC GAZPROM Long-Term Development Program, are taken into account.

PJSC GAZPROM Long-Term Development Program (gas business, 2016/2025) was approved of by the Board of Directors resolution in December 2015. It accounts for the country's socio-economic development forecasts made by the Russian Ministry of Economic Development in 2015, reflects the most recent resolutions on the Company's system-shaping promising projects, such as LNG plant expansions as part of Sakhalin-2, Baltic LNG, Vladivostok LNG, Northern Flow 2, Power of Siberia, Power of Siberia 2, Amursky Gas Processing Plant, Turkish Flow and development of the Yuzhno Kirinskoye field.

In addition, the document incorporates intermediate results of JSC Gazprom Long-Term Development Program implementation (gas business, 2015/2024), as approved of by the Board of Directors resolution in December 2014. According to the Board of Directors resolutions made in 2014/2015, the Program additionally covers the following:-

- List of efforts aimed at enhancing labor productivity in the Company and labor productivity targets, the establishment procedure for which was approved in March 2015;
- Labor demand forecasts, in particular, for engineering and technical professionals, including high school graduates; these forecasts are also broken down by federal districts of the Russian Federation;
- A set of efforts (list of events) to enhance efficiency and transparency of the Company's business as well as its investment appeal, as concerns the supply of standard-quality fuel and energy resources at affordable prices to domestic market consumers and the fulfillment of technological and environmental safety requirements; and
- A set of procurement efforts (list of procurement events) aimed at scheduled and stage-by-stage substitution of foreign-made products (work, services) with equivalent (by technical features and consumer properties) Russian-made products (work, services) used in investment projects and current operations.

In furtherance of the Russian Government directives dated July 17, 2014, No. 4955p-P13 and to prepare for the Program implementation audit, the Company's Board of Directors approved of the Audit Standard for PJSC GAZPROM Long-Term Development Program Implementation (dated November 26, 2015, No. 2629) and the ToR of PJSC GAZPROM Long-Term Development Program Implementation Audit (dated March 15, 2016, No. 2683).

Following PJSC GAZPROM Long-Term Development Program implementation audit, the respective report will be submitted to the Company's Board of Directors for review.

## **II. Efforts Taken in 2015 and Aimed at Fulfillment of JSC Gazprom Long-Term Development Program Approved of by JSC Gazprom Board of Directors in December 2014**

JSC Gazprom Long-Term Development Program for 2015/2024 was approved of by the Board of Directors in December 2014. As part of the Program implementation, the following efforts were taken in 2015:-

- Power of Siberia gas pipeline construction commenced, which envisages gas transportation from the Yakutsk and Irkutsk gas production centers to consumers in the Russian Far East and China;
- Amur gas processing plant construction commenced, which is Russia's biggest natural gas processing facility intended to become a major link in the technological chain of gas supply to China via the Power of Siberia pipeline;
- Northern Flow 2 initiated, which is a new project envisaging construction of two gas pipelines on the Baltic Sea bottom from Russia to Germany;
- Ukhta-Torzhok II line (Yamal) gas pipeline construction commenced, to enable transportation of additional gas volumes to the Russian North West for gasification and gas supply to domestic consumers as well as export supplies via Northern Flow 2;
- Turkish Flow project scheme optimized (the number of lines dropped from four to two), the project suspended;
- Agreement reached to expand LNG plant as part of the Sakhalin-2 Project. In June, PJSC GAZPROM and Shell signed the Memorandum on LNG Plant 3<sup>rd</sup> Technological Line Construction Project as part of Sakhalin-2;
- Vladivostok LNG Project postponed;
- LNG plant construction in Leningrad Region ('Baltic LNG') project transfer to the investment stage decided on;
- Gas tender, a new gas sales tool in Europe, tested;
- Turkmen gas procurement reduced significantly;
- Kazakh and Uzbek gas purchase price reduction agreed upon;
- For the reporting period, the increase in gas reserves in Russia due to prospecting came to 531.1 bcm of gas, 68.4 mln tons of condensate and 20.6 mln tons of oil;
- Prospecting resulted in two new fields, Padinskoye in the Yamal Nenets Autonomous Area (YNAA) and methane/coal Naryksko-Ostashkinskoye field in the Kemerovo Region, as well as 28 new deposits; and
- Two exploratory wells in the South Kirinskoye field, each 3,000 m deep, construction completed.

## Report on Fulfillment of Key Performance Indicators (KPIs) Established by PJSC GAZPROM

Corporate-level KPIs for executives in 2015	Target value	Actual value	KPI fulfillment, in % of the target	Actual vs Target KPIs: Deviation Reasons
<b>Financial and economic KPIs</b>				
unit costs for the Production business segment, RUB per TFOE	924.42	941.08	98	Reduction in gas production and transportation, due to the decrease in gas supplies to the CIS and to Russian consumers as a result of lower demand.
unit costs for the Transportation business segment, RUB per goods transportation unit, in '000 cubic meters per 100 km	67.40	68.60	98	
reduction in operating costs (expenses), %	2	5.64	282	Changes in PJSC GAZPROM operating costs (expenses) under comparable conditions (adjustment for inflation and fluctuations in the average annual ruble exchange rate).
return on shareholder investments	0.10	0.091	91	Changes in the fair market value of PJSC GAZPROM shares at MICEX.
return on equity, %	6	7.71	129	Changes in RUB/USD and RUB/EUR exchange rates.
labor productivity, '000 RUB/ man-hours	68.59	77.02	112	PJSC GAZPROM personnel headcount changes lagging behind its revenues.
<b>Industry KPIs</b>				
gas sales in natural terms, bcm	417.18	401.40	96	Reduction in gas supplies to the CIS and to Russian consumers as a result of lower demand.
commissioning of top priority production facilities	6	6	100	-

**Draft Resolutions**  
**of the annual General Shareholders' Meeting of PJSC GAZPROM**  
(for information)

**1. Re the first item of the agenda:** Approval of the Company's Annual Report:

*Approve of the Annual Report of PJSC GAZPROM for 2015.*

**2. Re the second item of the agenda:** Approval of the annual accounts (Financial Statements), including the Company's Financial Performance Report:

*Approve of the annual accounts (Financial Statements) of PJSC GAZPROM for 2015.*

**3. Re the third item of the agenda:** Approval of the Company's profit distribution as of the end of 2015:

*Approve of the Company's profit distribution as of the end of 2015.*

**4. Re the fourth item of the agenda:** The amount, timing and form of payment of the dividends as of the end of 2015 and the date, as of which the persons entitled to the dividends are determined:

*Approve of the amount, timing, and form of payment of annual dividends on the Company's shares, as proposed by the Board of Directors of PJSC GAZPROM, and the date as of which the persons entitled to the dividends are determined: pay out annual dividends based on the Company's performance in 2015, in cash, in the amount of 7.89 rubles per PJSC GAZPROM ordinary share with the par value of 5 rubles; establish July 20, 2016, as the date as of which the persons entitled to the dividends are determined; establish August 3, 2016, as the date by which dividends are to be paid to nominee holders and trustees who are security market professionals recorded in the Register of Shareholders of PJSC GAZPROM; establish August 24, 2016, as the date by which dividends are to be paid to any other persons recorded in the Register of Shareholders of PJSC GAZPROM.*

**5. Re the fifth item of the agenda:** Approval of the Company's Auditor:

*Approve of the Financial and Accounting Consultants Limited Liability Company as PJSC GAZPROM Auditor.*

**6. Re the sixth item of the agenda:** Payment of remunerations to members of the Board of Directors (Supervisory Board), who are not public officials, in the amounts established in the Company's internal regulations:

*Pay out remunerations to members of the Board of Directors in the amounts recommended by the Company's Board of Directors.*

**7. Re the seventh item of the agenda:** Payment of remunerations to members of the Audit Commission, who are not public officials, in the amounts established in the Company's internal regulations:

*Pay out remunerations to members of the Audit Commission in the amounts recommended by the Company's Board of Directors.*

**8. Re the eighth item of the agenda:** Amendments to PJSC GAZPROM Articles of Association:

*Approve of the Amendments to PJSC GAZPROM Articles of Association.*

**9. Re the ninth item of the agenda:** Approval of the new draft Regulation of General Shareholders' Meeting of PJSC GAZPROM:

*Approve of the new draft Regulation of General Shareholders' Meeting of PJSC GAZPROM.*

**10. Re the tenth item of the agenda:** Approval of the new draft Regulation on PJSC GAZPROM Board of Directors:

*Approve of the new draft Regulation on PJSC GAZPROM Board of Directors.*

**11. Re the eleventh item of the agenda:** Approval of the new draft Regulation on Gazprom Public Company Management Committee:

*Approve of the new draft Regulation on Gazprom Public Company Management Committee.*

**12. Re the twelfth item of the agenda:** Approval of the new draft Regulation on PJSC GAZPROM Chairman of the Management Committee:

*Approve of the new draft Regulation on PJSC GAZPROM Chairman of the Management Committee.*

**13. On the thirteenth agenda item:** On approval of the related party transactions PJSC GAZPROM can enter into in the future in the ordinary course of business:

*'To approve of the following related party transactions, according to Chapter XI, Federal Joint Stock Companies Law, and Chapter IX, PJSC GAZPROM's Articles of Association, which PJSC GAZPROM can enter into in the future in the ordinary course of business:-*

*1. Contracts between PJSC GAZPROM and Gazprombank (Joint Stock Company) as concluded under the Facility Agreement between PJSC GAZPROM and the bank dated June 26, 2012, No. R2-0001/2012, for receipt by PJSC GAZPROM of money (loans) in rubles and/or U.S. dollars and/or Euros, with the indebtedness limit (maximum lump sum indebtedness under the facility) of RUB 60 billion, which mature within 90 calendar days, with interest payment for the use of ruble loans at a rate not exceeding the indicative offer rate for ruble loans (deposits) on the Moscow money market (MosPrimeRate), as recorded on the contract date, for the lending period equal to the disbursement period of the relevant loan, increased by 4% p.a.,*

*and for foreign exchange loans, not more than London interbank offer rate (LIBOR) established for the currency that meets the relevant loan currency for the lending period equal to the disbursement period of the relevant loan, as recorded on the contract date, increased by 4% p.a.*

*2. Transactions for foreign currency sales/purchase between PJSC GAZPROM and Gazprombank (Joint Stock Company), as concluded under Master Agreement on Conversion Transactions between PJSC GAZPROM and the bank dated September 12, 2006, No. 3446, at the exchange rate agreed upon by the Parties in entering into the relevant transaction, for the maximum amount of USD 500 million or its equivalent in rubles, Euros or another currency under each transaction, without the bank's charging of the service charge.*

*3. Foreign currency purchase/sales transactions between PJSC GAZPROM and VTB Bank (PAO) as concluded under Master Agreement on General Conditions of Conversion Transactions Using the Reuter Dealing System between PJSC GAZPROM and the bank as of July 26, 2006, No. 1, for the maximum amount of USD 500 million or its equivalent in rubles, Euros or another currency for each transaction.*

*4. Contracts between PJSC GAZPROM and Gazprombank (Joint Stock Company) and Sberbank Public Company, whereby the banks accept and credit money credited to the accounts opened with PJSC GAZPROM, upon terms and conditions announced by the relevant bank, and enter into transactions on accounts according to PJSC GAZPROM assignments as well as transactions of PJSC GAZPROM with the above banks, on maintenance on the accounts opened with PJSC GAZPROM of the minimum balance in the amount not exceeding RUB 50 billion or its foreign exchange equivalent for each transaction, with interest payment by banks at the rate of minimum 0.01% p.a. in the respective currency.*

*5. Contracts between PJSC GAZPROM and OAO Bank Rossiya, whereby the bank accepts and credits the money remitted to the accounts opened by PJSC GAZPROM, upon terms and conditions announced by OAO Bank Rossiya, and enters into transactions on accounts according to PJSC GAZPROM assignments as well as the transactions of PJSC GAZPROM with OAO Bank Rossiya for maintenance of the minimum account balance in the amount not exceeding RUB 50 billion for each transaction, with the bank's payment of interest at the minimum rate of 0.1% p.a. in rubles.*

*6. Contracts between PJSC GAZPROM and AO Rosselkhozbank, whereby the bank accepts and credits the money remitted to the accounts opened by PJSC*

*GAZPROM, upon terms and conditions announced by AO Rosselkhozbank, and enters into transactions on accounts according to PJSC GAZPROM assignments, as well as transactions of PJSC GAZPROM with AO Rosselkhozbank for maintenance of the minimum account balance in the amount not exceeding RUB 50 billion or its foreign currency equivalent for each transaction, with the bank's payment of interest at the minimum rate of 0.1% p.a. in the relevant currency.*

*7. Contracts between PJSC GAZPROM and VTB Bank (PAO), whereby the bank accepts and credits the money remitted to the accounts opened by PJSC GAZPROM, upon terms and conditions announced by VTB Bank (PAO), and enters into transactions on accounts according to PJSC GAZPROM assignments as well as transactions of PJSC GAZPROM with VTB Bank (PAO) for maintenance of the minimum account balance in the amount not exceeding RUB 50 billion or its foreign currency equivalent for each transaction, with the bank's payment of interest at the minimum rate of 0.01% p.a. in the relevant currency.*

*8. Contracts between PJSC GAZPROM and Gazprombank (Joint Stock Company), Sberbank Public Company and OAO Bank Rossiya, whereby the banks provide services to PJSC GAZPROM using the relevant bank's electronic settlement system, in particular, accept electronic payment documents from PJSC GAZPROM for entering into debit transactions on accounts, provide electronic account statements and carry out other electronic document processing and also provide services of the above banks' certifying centers to PJSC GAZPROM, and PJSC GAZPROM pays for these services at the relevant bank's tariffs as applicable on the service date.*

*9. Agreement between PJSC GAZPROM and Gazprombank (Joint Stock Company), which determines the procedure for provision by Gazprombank (Joint Stock Company) of services to PJSC GAZPROM using GPB-Dealing corporate information system, which supports the electronic interaction between PJSC GAZPROM and the bank in order to conclude, modify or terminate transactions by exchanging electronic documents.*

*10. Transactions between PJSC GAZPROM and VTB Bank (PAO) as concluded by exchange of confirmations under the Facility Agreement between PJSC GAZPROM and the bank dated August 1, 2013, No. 3114, for receipt by PJSC GAZPROM of the money (loans) in rubles and/or U.S. dollars and/or Euros with the indebtedness limit (maximum lump sum debt under the credit facility) of RUB 30 billion, which mature within 90 calendar days, with the interest payment for using ruble loans at a rate not exceeding the indicative offer rate for ruble loans (deposits) on the Moscow money market (MosPrimeRate), as recorded on the date of exchange*

*with confirmations, for the lending period equal to the disbursement period of the relevant loan, increased by 4% p.a.; for USD/ EUR loans, at a rate not exceeding the London interbank offer rate (LIBOR) fixed for the currency corresponding to the currency of the relevant loan for the lending period equal to the disbursement period for the relevant loan, as recorded on the date of exchange with confirmations, increased by 4% p.a.*

*11. Foreign currency purchase/ sales transactions with the value date falling not later than the second business day after entering into a transaction and a forward transaction between PJSC GAZPROM and Sberbank Public Company, as concluded under Master Agreement on General Conditions of Conversion Transactions and Forward Transactions between PJSC GAZPROM and the bank dated December 9, 2013, No. K/015, for the maximum amount of USD 500 million or its equivalent in rubles, Euros or another currency for each transaction.*

*12. Agreement on the procedure for entering into deposit transactions between PJSC GAZPROM and VTB Bank (PAO) for not more than 5 years, as well as bank deposit contracts between PJSC GAZPROM and VTB Bank (PAO) as concluded under the agreement upon terms and conditions agreed upon by the parties when entering into the relevant deposit transaction, for the maximum amount of RUB 150 billion or its foreign currency equivalent for each transaction, with the interest rate on the deposit of at least 4% p.a. for transactions in Russian rubles or at the rate of at least 0.01 % p.a. for foreign exchange transactions.*

*13. Bank deposit contracts between PJSC GAZPROM and Gazprombank (Joint Stock Company), as concluded under Master Agreement on the procedure for entering into deposit transactions between PJSC GAZPROM and the bank dated September 12, 2013, No. D1-0001/2013, upon terms and conditions agreed upon by the Parties when entering into the relevant bank deposit agreement, for the maximum amount of RUB 150 billion or its foreign exchange equivalent for each transaction, with the interest rate on the deposit of at least 4% p.a. for transactions in Russian rubles or at least 1% p.a. for foreign exchange transactions.*

*14. Agreement on the procedure for entering into deposit transactions between PJSC GAZPROM and Sberbank Public Company, for not more than 5 years, as well as bank deposit contracts between PJSC GAZPROM and Sberbank Public Company as concluded under the agreement, upon terms and conditions agreed upon by the Parties in entering into the relevant deposit transaction, for the maximum amount of RUB 150 billion or its foreign exchange equivalent for each transaction with the deposit interest rate of at least 4% p.a. for transactions in Russian rubles or at least 0.01% p.a. for foreign exchange transactions.*



15. *Contracts between PJSC GAZPROM, National Research Tomsk Polytechnic University (a federal state-owned autonomous higher educational institution) (the 'University') and top management and professionals of PJSC GAZPROM, whereby the University undertakes, within 2 years from the date of their signing, to provide educational services of training of PJSC GAZPROM top management and professionals according to academic programs, including additional professional further training and retraining programs, upon agreed-upon subjects, and PJSC GAZPROM undertakes to pay the total maximum amount of RUB 1 million for the services provided.*

16. *Contracts between PJSC GAZPROM and VTB Bank (PAO), whereby VTB Bank (PAO) provides services to PJSC GAZPROM using the bank's electronic settlement system, in particular, accepts electronic payment documents from PJSC GAZPROM for entering into withdrawals on accounts, provides electronic account statements and carries out other electronic document processing and also provides services of the bank's certification center to PJSC GAZPROM, and PJSC GAZPROM pays for provided services at VTB Bank (PAO) rates applicable as of the service date.*

17. *Contracts between PJSC GAZPROM and AO Rosselkhozbank, whereby AO Rosselkhozbank provides services to PJSC GAZPROM using the bank's electronic settlement system, in particular, receives electronic payment documents from PJSC GAZPROM for entering into withdrawals on accounts, provides electronic account statements and carries out other electronic document processing and also provides services of the bank's certification center to PJSC GAZPROM, and PJSC GAZPROM pays for provided services at AO Rosselkhozbank rates applicable as of the service date.*

18. *Facility Agreement between PJSC GAZPROM and OAO Bank Rossiya, and also transactions between PJSC GAZPROM and the bank, concluded under this Agreement, for receipt by PJSC GAZPROM of money (loans) in the total maximum amount of RUB 10 billion or its USD or EUR equivalent, which mature within 90 calendar days, with interest payment for using provided money (loans) at a rate not exceeding the indicative offer rate for ruble loans (deposits) on the Moscow money market (MosPrimeRate) for ruble loans or London interbank offer rate (LIBOR) for USD or EUR loans, as established for the lending period equal to the disbursement period for the relevant loan, as recorded as of the transaction date, increased by 4% p.a.*

19. *Contracts between PJSC GAZPROM and Gazprombank (Joint Stock Company) for PJSC GAZPROM receipt of money in the form of overdraft (account crediting) for the total maximum amount of RUB 50 billion, with the maximum*

*continued indebtedness period of 30 days, with interest payment for using provided money (loans) at a rate not exceeding the indicative offer rate for ruble loans (deposits) on the Moscow money market (MosPrimeRate), for overnight ruble loans increased by 1.5 %.*

*20. Contracts between PJSC GAZPROM and Sberbank Public Company for receipt by PJSC GAZPROM of money in the form of overdraft (account crediting) for the total maximum amount of RUB 50 billion, with the maximum continued indebtedness period of 30 days, with interest payment for using provided money (loans) at a rate not exceeding the indicative offer rate for ruble loans (deposits) on the Moscow money market (MosPrimeRate), for ruble overnight loans increased by 1.5%.*

*21. Contracts between PJSC GAZPROM and OAO Bank Rossiya for receipt by Gazprom of money in the form of overdraft (account crediting) for the total maximum amount of RUB 50 billion, with the maximum continuous indebtedness period of 30 days, with interest payment for using provided money (loans) at a rate not exceeding the indicative offer rate for ruble loans (deposits) on the Moscow money market (MosPrimeRate) for ruble overnight loans increased by 1.5%.*

*22. Contracts between PJSC GAZPROM and VTB Bank (PAO) for receipt by PJSC GAZPROM of money in the form of Overdraft (account crediting) for the total maximum amount of RUB 50 billion, with the maximum continuous indebtedness period of 30 days, with interest payment for using provided money (loans) at a rate not exceeding the indicative offer rate for ruble loans (deposits) on the Moscow money market (MosPrimeRate) for ruble overnight loans increased by 1.5%.*

*23. Master agreement for the procedure for maintaining the minimum balance on the customer's accounts between PJSC GAZPROM and Gazprombank (Joint Stock Company), as well as the transactions for maintenance of the minimum account balance for the maximum amount not exceeding RUB 50 billion or its foreign exchange equivalent for each transaction, with the bank's interest payment at the rate of 4% p.a. for Russian currency transactions or of minimum 0.01% p.a. for foreign exchange transactions.*

*24. Contracts between PJSC GAZPROM and Gazprombank (Joint Stock Company), whereby the bank provides services of consolidation of money on PJSC GAZPROM master account from the pool participants' accounts and financing of the pool participants' accounts from PJSC GAZPROM master account, and PJSC GAZPROM pays for the services provided at the bank tariffs applicable on the service date.*

25. *Contracts between PJSC GAZPROM and Sberbank Public Company whereby the bank provides services of money consolidation on PJSC GAZPROM master account from the pool participants' accounts and also financing the pool participants' accounts from PJSC GAZPROM master account, and PJSC GAZPROM pays for the services provided at the bank's tariffs applicable on the service date.*

26. *Contracts between PJSC GAZPROM and OAO Bank Rossiya, whereby the bank provides services of money consolidation on PJSC GAZPROM master account from pool participants' accounts as well as financing the pool participants' accounts from PJSC GAZPROM master account, and PJSC GAZPROM pays for the services provided at the bank's tariffs applicable on the service date.*

27. *Contracts between PJSC GAZPROM and VTB Bank (PAO), whereby the bank provides services of money consolidation on PJSC GAZPROM master account from pool participants' accounts as well as financing the pool participants' accounts from PJSC GAZPROM master account, and PJSC GAZPROM pays for the services provided at the bank's tariffs applicable on the service date.*

28. *Contracts between PJSC GAZPROM and Gazprombank (Joint Stock Company) for receipt by PJSC GAZPROM money (credits) for the maximum amount of USD 500 million or its EUR or RUB equivalent for each transaction up to 5 years, inclusively, with interest payment for using provided money (loans) at the rate not exceeding 12% p.a. under USD or EUR loans; at the rate not exceeding the Bank of Russia's key rate, which is applicable on the date of entering into the facility agreement, plus 3% p.a. under ruble loans.*

29. *Contracts between PJSC GAZPROM and Sberbank Public Company, for receipt by PJSC GAZPROM of money (loans) for the maximum amount of USD 1.5 billion or its EUR or RUB equivalent for each transaction, for up to 5 years, inclusively, with interest payment for using provided money (loans) at the rate not exceeding 12% p.a. under USD or EUR loans; at the rate not exceeding the Bank of Russia's key rate as applicable on the date of the facility agreement at the rate not exceeding 12% p.a. for USD or EUR loans; at the rate not exceeding the Bank of Russia's key rate applicable as of the facility agreement date, plus 3% p.a. under RUB loans.*

30. *Contracts between PJSC GAZPROM and VTB Bank (PAO) for receipt by PJSC GAZPROM of the money (loans) for the maximum amount of USD 1 billion or its EUR or RUB equivalent for up to 5 years, inclusively, with interest payment for using provided money (loans) at the rate not exceeding 12% p.a. under USD or EUR*

loans; at the rate not exceeding the Bank of Russia's key rate applicable on the date of entering into the facility agreement plus 3% p.a. for ruble loans.

31. Contracts between PJSC GAZPROM and Gazprombank (Joint Stock Company), whereby PJSC GAZPROM provides sureties for performance of obligations by subsidiaries of PJSC GAZPROM to Gazprombank (Joint Stock Company) under the bank guarantees provided to tax authorities of the Russian Federation in connection with disputing by subsidiaries in courts of tax authorities' claims, for the total maximum amount equivalent to USD 500 million, for a period not exceeding 14 months.

32. Contracts between PJSC GAZPROM and Sberbank Public Company, whereby PJSC GAZPROM provides sureties to secure performance of obligations of PJSC GAZPROM subsidiaries to Sberbank Public Company under the bank's guarantees provided to the tax authorities of the Russian Federation in connection with disputing by subsidiaries in courts of the tax authorities' claims, for the total maximum amount equivalent to USD 500 million, for a period not exceeding 14 months.

33. Contracts between PJSC GAZPROM and VTB Bank (PAO), whereby PJSC GAZPROM provides sureties to secure performance of obligations by PJSC GAZPROM subsidiaries to VTB Bank (PAO) under the bank's guarantees provided to tax authorities of the Russian Federation in connection with disputing by subsidiaries in courts of tax authorities' claims, for the total maximum amount equivalent to USD 500 million, for max. 14 months.

34. Contracts between PJSC GAZPROM and OOO Gazprom mezhregiongaz, whereby PJSC GAZPROM provides software and hardware facilities to OOO Gazprom mezhregiongaz in temporary use and possession: OAO Gazprom Property and Other Asset Management System of OOO Gazprom mezhregiongaz (ERP) Level, System for Accounting and Analysis of Long-Term Investments in OAO Gazprom System (AALTI) of OOO Gazprom mezhregiongaz Level, System of Accounting and Analysis of Information on Non-Core Assets in OAO Gazprom System (AANCA) of OOO Gazprom mezhregiongaz Level, Electronic Archiving Module of OOO Gazprom mezhregiongaz Level, Information Security Support Subsystem of Electronic Archive System (ISSS of EAS) of OOO Gazprom mezhregiongaz Level and Enterprise System (IMS E) for Gas Allocation and Gas Sales on the Domestic Market Lines of Business for max. 12 months, and OOO Gazprom mezhregiongaz pays a fee in the total maximum amount of RUB 8.61 million for use of the software and hardware facilities.

35. *Contracts between PJSC GAZPROM and OOO Gazprom komplektatsiya, whereby PJSC GAZPROM provides OOO Gazprom komplektatsiya with M-468R special communications device as well as the following software and hardware in temporary use and possession: OAO Gazprom Property and Asset Management System of OOO Gazprom komplektatsiya level (ERP), System for Accounting and Analysis of Long-Term Investments in OAO Gazprom System (AALTI) of OOO Gazprom komplektatsiya level, System of Accounting and Analysis of Information on Non-Core Assets in OAO Gazprom System (AANCA) of OOO Gazprom komplektatsiya level, Electronic Archive of OOO Gazprom komplektatsiya Level, Information and Management System of OAO Gazprom Tangible Resources (IMS TR) and Information Security Support Subsystem of Electronic Archive System (ISSS of EAS) of OOO Gazprom komplektatsiya level for not more than 12 months, and OOO Gazprom komplektatsiya pays a fee in the total maximum amount of RUB 2.1 million for use of the special communications product and software/ hardware facilities.*

36. *Contracts between PJSC GAZPROM and OAO Gazprom gazoraspredelenie, whereby PJSC GAZPROM provides the property of the gas distribution system to OAO Gazprom gazoraspredelenie in temporary use and possession, which comprises the facilities intended for gas transportation and supply directly to consumers (long-distance gas pipelines, branch gas pipelines, bridging gas pipelines, distribution gas pipelines, inter-village and street gas pipelines of high, medium and low pressure; gas pipeline, gas supply, power supply, sewerage, water supply and thermal networks; power supply structures of linear gas pipeline consumers; gas distribution units, automated remote control systems, ball valve with electric drive, autonomous telemetry facilities, cabinet plants, power grids, electric and chemical protection of gas pipelines; projector masts; highways (sites); service passages; bridges; parking lots for temporary car parking; waste storage sites; pavements; cesspools, fire-fighting tanks with water reserves; fencing; gas pipeline protective fencing; transformers; gas pipeline walkman houses; diesel generator stations; security hardware and software; gas metering accounting offices; waste water biological treatment stations; gas regulator points; buildings), as well as software and hardware: OAO Gazprom Property and Asset Management System of OOO Gazprom komplektatsiya Level (ERP), System for Accounting and Analysis of Long-Term Investments in OAO Gazprom System (second stage) (AALTI) of OAO Gazpromregiongaz Level; Electronic Archive Module of OAO Gazpromregiongaz Level and Information Security Support Subsystem of Electronic Archive System (ISSS of EAS) of OAO Gazprom gazoraspredelenie Level (hereinafter collectively referred to as the 'assets') for a period not exceeding 12*

months, and OAO Gazprom gazoraspredelenie pays a fee in the total maximum amount of RUB 1,350.7 million for the property use.

37. Contracts between PJSC GAZPROM and Gazprom neft Public Company, whereby PJSC GAZPROM provides M-468R special communications device to Gazprom neft Public Company in temporary use and possession for up to 12 months, and Gazprom neft Public Company pays a fee in the total maximum amount of RUB 1,600 for use of the special device.

38. Contracts between PJSC GAZPROM and AO Centrenergogaz of OAO Gazprom, whereby PJSC GAZPROM provides the facilities of the Zapolyarnoye gas, oil and condensate field (building and equipment of the repairs and mechanical workshop of the Oil and Gas Production Department; the building and fire alarm and warning devices of the administrative and household building of the Repairs and Mechanical Department, of the Oil and Gas Production Department base) to AO Centrenergogaz of OAO Gazprom in temporary use and possession), located in the Yamal Nenets Autonomous Area, Taz District, village of Novozapolyarny; facilities of the Southern regional repairs base (building and equipment of the repairs and mechanical workshop; checkpoint building; heating networks; power grids; communications networks; travelling bridge; complete transformer substation of the point) located in the Stavropol Area, town of Izobilny, for up to 12 months, and AO Centrenergogaz of OAO Gazprom pays a fee in the total maximum amount of RUB 131 million for use of the buildings and the equipment.

39. Contracts between PJSC GAZPROM and Gazprombank (Joint Stock Company), whereby PJSC GAZPROM provides the following facilities to Gazprombank (Joint Stock Company) in temporary use and possession at: 31, Lenin Street, town of Yugorsk, Tyumen Region – non-residential premises in the building used for placement of Gazprombank (Joint Stock Company) branch, with total area of 1,600 sq.m., and the land plot occupied by the building and required for its use, with the area of 3,371 sq.m. (hereinafter collectively referred to as the ‘Assets’) for not more than 12 months, and Gazprombank (Joint Stock Company) pays a fee in the total maximum amount of RUB 1.9 million for use of the assets.

40. Contracts between PJSC GAZPROM and OAO Gazprom Space Systems, whereby PJSC GAZPROM provides the following software and hardware to OAO Gazprom Space Systems in temporary use and possession, as follows: OAO Gazprom Property and Asset Management System of OAO Gazprom Space Systems level (ERP), System for Accounting and Analysis of Long-Term Investments in OAO Gazprom System (second stage) (AALTI) of OAO Gazprom Space Systems level, Electronic Archive Module of OAO Gazprom Space Systems and Electronic

*Archive Module of OAO Gazpromregiongaz Level and Information Security Support Subsystem of Electronic Archive System (ISSS of EAS) of OAO Gazprom Space Systems level for not more than 12 months, and OAO Gazprom Space Systems pays a fee in the total maximum amount of RUB 34,000 for use of the software and hardware.*

*41. Contracts between PJSC GAZPROM and VTB Bank (PAO), whereby the bank provides guarantees for the benefit of tax authorities of the Russian Federation in connection with disputing by PJSC GAZPROM of tax authorities' claims in courts, for the total maximum amount equivalent to USD 500 million, for a period not exceeding 12 months.*

*42. Contracts between PJSC GAZPROM and Sberbank Public Company, whereby the bank issues guarantees for the benefit of tax authorities of the Russian Federation in connection with disputing by PJSC GAZPROM of tax authorities' claims in courts, for the total maximum amount equivalent to USD 500 million, for a period not exceeding 12 months.*

*43. Contracts between PJSC GAZPROM, Gubkin Russian State Oil and Gas University (National Research University) (a federal state-owned budget higher educational institution) (hereinafter the 'University') and PJSC GAZPROM management and professionals, whereby the University undertakes, within 2 years from the date of their signing, to provide educational services of training PJSC GAZPROM management and professionals according to academic programs, including further training and professional retraining programs, in agreed upon topics, and PJSC GAZPROM undertakes to pay the total maximum amount of RUB 10 million for the services provided.*

*44. Agreement between PJSC GAZPROM and Gazprom neft Public Company (the Licensee), whereby PJSC GAZPROM, by reserving the right to terminate the contract unilaterally, provides the Licensee with the exclusive license for use of PJSC GAZPROM's trademarks in the entire territory of the Republic of Tatarstan:*



*and ,*

*Registered in blue, light blue and white color mixture at the Republic of Tajikistan Patent Authority, trademark certificates No. TJ 10539, TJ 10547, registration date: February 1, 2013, with respect to all goods (work, services) of classes 01, 02, 04, 06, 07, 09, 11, 12, 14, 16, 17, 18, 19, 20, 21, 25, 35, 36, 37, 39, 40, 41, 42, 43, 44, 45*

*from the Global Classification of Goods and Services, for which trademarks were registered; on goods, labels, packages of goods; in performance of work and provision of services; on accompanying, business and other documents; in proposals on sales of goods, performance of work and provision of services, as well as in announcements, advertising, in charitable and sponsor events, in printed editions, official letterheads, on signs; in the Internet; in the Licensee's (Sublicensee's) corporate name, in the Licensee's (Sublicensee's) seal, before expiry of the exclusive rights to PJSC GAZPROM trademarks, with the right, subject to preliminary written consent of PJSC GAZPROM, to enter into sublicense agreements with third parties (Sublicensees) on provision of the right to use the above PJSC GAZPROM trademarks, to the extent of the rights and methods of use, as envisaged in the license agreement for the Licensee, and the Licensee pays to PJSC GAZPROM royalties in the total maximum amount of RUB 6 million or its equivalent in any other currency for the right of the Licensee's use of PJSC GAZPROM trademarks as well as the right to use PJSC GAZPROM trademarks under sublicense agreements.*

*45. Contracts between PJSC GAZPROM and Mosenergo Public Company, whereby PJSC GAZPROM provides Mosenergo Public Company with software and hardware facility, Information and Control Enterprise System for a Generating Company of Mosenergo Public Company Level, in temporary use and possession for not more than 12 months, and Mosenergo Public Company pays a fee in the total maximum amount of RUB 603,500 for use of the software/hardware.*

*46. Agreements/ supplementary agreements between PJSC GAZPROM and AO Druzhba, whereby PJSC GAZPROM provides AO Druzhba with Druzhba holiday home facilities (hotels, treatment facilities, transformer substations, checkpoints, cottages, utilities networks, metallic fencing, parking lots, ponds, roads, pedestrian passages, sites, sewerage pump station, sports facility, roofed land gallery, maintenance station, diesel generator station, annex to the boiler room, materials warehouse, fisherman's house, garage with administrative and household facility, stale, as well as maintenance equipment, equipment, furniture, inventory) located in the village of Rogozinino, Naro Fominsk District, Moscow Region, in temporary use and possession (since July 1, 2012, in connection with change of the boundary between the Russian Federation constituent entities, the city of federal significance of Moscow and the Moscow Region, this territory is included into the Moscow boundaries), for a period not exceeding 3 years, and AO Druzhba pays a fee in the total maximum amount of RUB 600 million for use of Druzhba holiday home facilities.*



47. *Contracts between PJSC GAZPROM and OOO Gazprom investproject, whereby OOO Gazprom investproject undertakes, within 5 years from the date of their signing, at the assignment of PJSC GAZPROM, to provide information and analytical, advisory, organizational and managerial services under organizational and contractual structuring of the facilities, arranging for financing, control over target use of money and timely commissioning of the facilities during implementation of the investment projects in the interests of PJSC GAZPROM, and PJSC GAZPROM pays the total maximum amount of RUB 2.5 billion for these services.*

48. *Supplementary Agreements to Agreement dated January 20, 2010, No. 7NPtr-2010 between PJSC GAZPROM and OAO Tomskgazprom, whereby PJSC GAZPROM provides gas transportation arrangement services in the total volume of 3.5 bcm maximum, and OAO Tomskgazprom pays the total maximum amount of RUB 2.3 billion for the services of gas transportation via gas trunk pipelines.*

49. *Supplementary Agreements to Agreement dated January 19, 2009, No. MRGtr-2009/1-003/09 between PJSC GAZPROM and OOO Gazprom mezhregiongaz, whereby PJSC GAZPROM provides gas transportation arrangement services in the total volume of 6 bcm maximum across the Russian Federation and across the Republic of Kazakhstan, and OOO Gazprom mezhregiongaz pays the total maximum amount of RUB 13 billion for the gas transportation via gas trunk pipelines and inter-industry collectors.*

50. *Contract between PJSC GAZPROM and Latvijas Gaze JSC, whereby PJSC GAZPROM sells, and Latvijas Gaze buys gas: in 2H 2016, in the volume of 750 million cubic meters maximum for the maximum amount of EUR 137 million, in 2017, in the volume of 1.45 bcm for the maximum amount of EUR 238 million, and also whereby Latvijas Gaze JSC provides services of gas pumping and storage in Inchukaln underground gas storage owned by PJSC GAZPROM, its offtake and transportation across the Latvian Republic: in 2H 2016, gas pumping services in the volume of 1 bcm maximum; gas storage and offtake services in the volume of 800 million cubic meters maximum; gas transportation services in the volume of 1.8 bcm maximum; and PJSC GAZPROM pays for the services the maximum amount of EUR 18.8 million; in 2017, gas pumping services in the volume of 1.6 bcm maximum; gas storage and offtake services in the volume of 1.6 bcm maximum; gas transportation services in the volume of 2.4 bcm maximum; and PJSC GAZPROM pays the maximum amount of EUR 34 million for the services.*

51. *Supplementary Agreements to Agreement dated December 31, 2015, No. 38NPtr/s-2016-2018/100015/07352D between PJSC GAZPROM and OAO Rosneft Oil Company, whereby PJSC GAZPROM provides gas transportation services in the*

*total volume of 60 bcm maximum across the Russian Federation and across the Republic of Kazakhstan, and OAO Rosneft Oil Company pays the total maximum amount of RUB 70 billion for the gas transportation through gas trunk pipelines and interfield trunk pipelines.*

*52. Supplementary Agreements to Agreement dated May 15, 2015, No. 38 NPpkhg/k-2015/100015/03722D between PJSC GAZPROM and OAO Rosneft Oil Company, whereby PJSC GAZPROM provides the services of pumping and storage in gas underground storages with respect to the gas owned by OAO Rosneft Oil Company, as well as gas offtake from underground gas storages, in the volume of 4.5 bcm maximum, and OAO Rosneft Oil Company pays the total maximum amount of RUB 1 billion for the gas pumping, storage and offtake services.*

*53. Contracts between PJSC GAZPROM and OAO AK Transneft, whereby OAO AK Transneft JSC provides oil transportation via oil trunk pipelines as well as its storage in the tank fleet of the oil trunk pipeline system in the total volume of 350,000 tons maximum, and PJSC GAZPROM pays the total maximum amount of RUB 400 million for the services.*

*54. Supplementary Agreements to Agreement dated October 20, 2014, No. MRGotg-2014/7-056/14 between PJSC GAZPROM and OOO Gazprom mezhregiongaz, whereby OOO Gazprom mezhregiongaz undertakes, at the assignment of PJSC GAZPROM, for remuneration in the total maximum amount of RUB 3.9 billion, acting in its name but at the expense of PJSC GAZPROM, to take all necessary steps as a participant in organized gas trading and sell (supply) gas produced by PJSC GAZPROM and its affiliates in the volume of 17.5 bcm maximum for the amount not exceeding RUB 50 billion.*

*55. Supplementary Agreements to Agreement dated December 13, 2007, No. 25Pk-2007 between PJSC GAZPROM and OAO Severneftegazprom, whereby OAO Severneftegazprom supplies, and PJSC GAZPROM accepts (offtakes), gas in the volume of 21 bcm maximum and pays the total maximum amount of RUB 47 billion for the gas.*

*56. Supplementary Agreements to Agreement dated September 1, 2014, No. GESsn-2013 between PJSC GAZPROM and OAO Gazprom Gazenergaset, whereby PJSC GAZPROM supplies, and OAO Gazprom Gazenergaset accepts (offtakes), gas in the volume of 1 million cubic meters maximum, and pays the total maximum amount of RUB 5 million for the gas.*

*57. Agreements/ supplementary agreements between PJSC GAZPROM and OAO Gazprom Gazenergaset, whereby OAO Gazprom Gazenergaset provides*

*comprehensive gas transportation services, with the gas liquefaction technology, in the volume of 14 million cubic meters maximum, including gas liquefaction; its transportation in the liquefied state to the station of acceptance, storage and re-gasification; measurement of gas quantity and determination of gas quality at acceptance, in the course of gas transportation services as well as during gas transfer to PJSC GAZPROM, and PJSC GAZPROM pays the total maximum amount of RUB 160 million for the set of gas transportation services.*

*58. Contracts between PJSC GAZPROM and TOO KazRosGas, whereby PJSC GAZPROM provides transportation services with respect to the gas owned by TOO KazRosGaz across the Russian Federation in the volume of 8 bcm maximum, and TOO KazRosGaz pays the total maximum amount of USD 27.3 million for the gas transportation via gas trunk pipelines.*

*59. Contracts/ supplementary agreements between PJSC GAZPROM and Gazprom neft Public Company, whereby PJSC GAZPROM provides gas transportation services in the total volume of 15 bcm maximum, and Gazprom neft Public Company pays the total maximum amount of RUB 15.2 billion for the gas transportation via gas trunk pipelines.*

*60. Contracts between PJSC GAZPROM and Moldovagaz JSC, whereby PJSC GAZPROM sells, and Moldovagaz JSC buys, gas in the volume of 3.2 bcm maximum, for the total maximum amount of USD 1,046 million, and also whereby Moldovagaz JSC provides gas transportation in the transit mode across the Republic of Moldova in 2017 in the volume of 20 bcm maximum, and PJSC GAZPROM pays the total maximum amount of USD 60 million for the gas transportation via gas trunk pipelines.*

*61. Contracts between PJSC GAZPROM and OAO Gazprom transgaz Belarus, whereby PJSC GAZPROM sells, and OAO Gazprom transgaz Belarus buys, gas in the volume of 22 bcm maximum for the total maximum amount of USD 3.4 billion, and also whereby OAO Gazprom transgaz Belarus provides gas transportation across the Republic of Belarus in 2017 in the volume of 50 bcm maximum, and PJSC GAZPROM pays the total maximum amount of USD 500 million for the gas transportation.*

*62. Contracts between PJSC GAZPROM and Gubkin Russian State Oil and Gas University (National Research University) (federal state-owned budget higher educational institution) (hereinafter the 'University'), whereby the University undertakes, within 1 year from their signing, perform research and development at the assignment of PJSC GAZPROM for PJSC GAZPROM on the topic of Elaboration*

*of the Composite Geological and Hydrodynamic Model to Assess the Possibility of Temporary Storage of concentrated helium in natural gas fields (on the example of a promising facility) and transfer the deliverables to PJSC GAZPROM, and PJSC GAZPROM accepts and pays the total maximum amount of RUB 24 million for the deliverables.*

*63. Contracts between PJSC GAZPROM and Gubkin Russian State Oil and Gas University (National Research University) (federal state-owned budget higher educational institution) (hereinafter the 'University'), whereby the University undertakes, within 2 years from the date of their signing, perform at the assignment of PJSC GAZPROM the research and development for PJSC GAZPROM on the following topics: Study of Litological and Petrophysical Heterogeneity of Productive Layers of Vendian Terrigenous Deposits to Specify the Hydrodynamic Model of the Chayandinskoye Oil, Gas and Condensate Field; Study of the Dependence of Gas Distribution Station Elements on Gas Flow Speed; Study of Economic Efficiency of Investments into Development of Raw Hydrocarbon Deposits at a Late Stage, and transfer the deliverables to PJSC GAZPROM, and PJSC GAZPROM accepts and pays the total maximum amount of RUB 86 million for the deliverables.*

*64. The agreement between PJSC GAZPROM and Gubkin Russian State Oil and Gas University (National Research University) (federal state-owned budget higher educational institution) (hereinafter the 'University'), whereby the University undertakes, within 2 years from the date of its signing, fulfill at the assignment of PJSC GAZPROM, research and development for PJSC GAZPROM on Study of the Structure and Evolution of Hydrocarbon Systems of Far Eastern Seas of Russia, the Laptevs Sea and East Siberian Sea, the forecast and assessment of the hydrocarbon generation and accumulation areas using modern basin analysis methods and technologies and transfer the deliverable to PJSC GAZPROM, and PJSC GAZPROM accepts and pays the maximum amount of RUB 197 million for the deliverable.*

*65. Contract between PJSC GAZPROM, Gazprombank (Joint Stock Company) and Cryogenmash Public Company, whereby Cryogenmash Public Company undertakes, within 5 years from its signing, fulfill pilot designing and technological work at the assignment of PJSC GAZPROM and Gazprombank (Joint Stock Company) on the topic of Creation of the Russian LNG Technology on Mixed Refrigerating Agent and transfer the deliverable to PJSC GAZPROM and Gazprombank (Joint Stock Company), and PJSC GAZPROM, jointly with Gazprombank (Joint Stock Company), accepts and pays the total maximum amount of RUB 3,671 million for the deliverable in equal shares.*

66. *Contracts between PJSC GAZPROM and Gazprombank (Joint Stock Company), whereby the bank issues guarantees for the benefit of tax authorities of the Russian Federation in connection with disputing by PJSC GAZPROM of tax authorities' claims in courts, for the total maximum amount equivalent to USD 500 million, for the period not exceeding 12 months.*

67. *Contracts between PJSC GAZPROM and Gubkin Russian State Oil and Gas University (National Research University) (federal state-owned budget higher educational institution) (hereinafter the 'University'), whereby the University undertakes, within 2 years from the date of their signing, perform research and development at the assignment of PJSC GAZPROM for PJSC GAZPROM on the following topics: Creation of the Hydrodynamic Model of the System: Seam / Underwater Infrastructure / Coastal Technological Facility and Development of Technological Solutions for Operation of Sea Wells with Underwater Pumping, on the Example of the Kirinskoye Field; Integrated Interpretation of Geological and Geophysical Data, Assessment and Substantiation of Oil and Gas Resources of the Near Yamal deposits on the Kara Sea (within the limits of PJSC GAZPROM license areas); Development of Recommendations on Determining the Specified Conditions of Hydrate Formation from Raw Gas Depending on Wellhead Pressure, and transfer the deliverables to PJSC GAZPROM, and PJSC GAZPROM accepts and pays the total maximum amount of RUB 54 million for the deliverables.*

68. *Contracts between PJSC GAZPROM and Gubkin Russian State Oil and Gas University (National Research University) (federal state-owned budget higher educational institution) (hereinafter the 'University'), whereby the University undertakes, within 2 years from the date of their signing, perform at the assignment of PJSC GAZPROM research and development for PJSC GAZPROM on the following topics: Interpretation of the Results of Thermal and Hydrodynamic Research to Substantiate the Development Modes for Low Temperature Gas Wells of East Siberian Fields; Development of New Hydrate Formation Inhibitors and Assessment of the Possibility of Their Use in Gas Transportation Facilities of PJSC GAZPROM; Development of New Generation Turbine Oil with Increased Anti-Oxidant, Anti-Corrosion and Anti-Wear Properties for Application at PJSC GAZPROM Enterprises; Development of Electronic Courses of the Geological Cycle Disciplines in the Professional Training Program: Oil and Gas Field Exploration; Development of the Proposals on Import Substitution of Oils, Lubricants and Technical Liquids, Used in Gas Transportation and Gas Producing Facilities of PJSC GAZPROM, and transfer the deliverables to PJSC GAZPROM, and PJSC GAZPROM undertakes to accept and pay the total maximum amount of RUB 66.7 million for the deliverables.*

69. *Contracts between PJSC GAZPROM and Gubkin Russian State Oil and Gas University (National Research University) (federal state-owned budget higher educational institution) (hereinafter the 'University'), whereby the University undertakes, within 3 years from their signing, perform at the assignment of PJSC GAZPROM research and development for PJSC GAZPROM on: Development of the Krasnoyarsk Region Geodynamic Model, Quantitative Assessment of Hydrocarbon Resources based on Basin Simulation to Substantiate Effective Exploration Directions; Development of the Methods to Calculate Thermal and Dynamic Properties, Phase Equilibriums, Viscosity Ratios and Thermal Conductivity of Oil, Gas Condensates, Their Fractions and Their Processing Products in Seam and Technological Conditions Based on Multi-Constant Fundamental Equations for Gas Condensates of the Yakutia Gas Production Center Fields; Development of New, Noble Metal Free Catalysts for Efficient Gas Condensate Processing into High Added Value Products, and transfer the deliverables to PJSC GAZPROM, and PJSC GAZPROM accepts and pays the total maximum amount of RUB 88 million for the deliverables.*

70. *Contracts between PJSC GAZPROM and Gubkin Russian State Oil and Gas University (National Research University) (federal state-owned budget higher educational institution) (hereinafter the 'University'), whereby the University performs, within 3 years from their signing, at the assignment of PJSC GAZPROM research and development for PJSC GAZPROM on the following topics: Development of Technologies and Compositions for Selective Waterproofing in Exhausted Gas Seams (Combating the Water Cone) Using Water Repellent and Waterproofing Agents, Easily Removed from the Bottomhole Formation Zone by Gas Flow; Research and Development of Compact Autonomous System for Remote Control over Production Well Operating Mode; Development of the Water Bearing Bed Gas Content Increase Technology Using Gases Containing Water Soluble Components, and transfer the deliverables to PJSC GAZPROM, and PJSC GAZPROM accepts and pays the total maximum amount of RUB 66.5 million for the deliverables.*

71. *Contracts between PJSC GAZPROM and Gubkin Russian State Oil and Gas University (National Research University) (federal state-owned budget higher educational institution) (hereinafter the 'University'), whereby the University undertakes, within 3 years from the date of their signing, fulfill at the assignment of PJSC GAZPROM research and development for PJSC GAZPROM on the following topics: Improvement of Natural and Associated Oil gas Chemical Composition Determination Methods; Specification of the Systems for Development, Reserves Assessment and Efficiency Enhancing with Respect to Major Gas and Gas*

*Condensate Fields in Paleozoic Carbonate Deposits of PJSC GAZPROM, in the Caspian Lowland, Orenburg Region, based on new Crack and Hypergenous Models of Their Geological Structure, and transfer their deliverables to PJSC GAZPROM, and PJSC GAZPROM accepts and pays the total maximum amount of RUB 55 million for the deliverables.*

*72. Targeted Receipt Contracts between PJSC GAZPROM and Gubkin Russian State Oil and Gas University (National Research University) (federal state-owned budget higher educational institution) (hereinafter the 'University'), whereby the University undertakes, according to PJSC GAZPROM assignment for target receipt, arrange for target receipt of nationals who concluded the target training contract with PJSC GAZPROM, within the target receipt quota, for earning higher education to the extent of the control figures established for the next year for receipt of nationals for training using budget assignments from the federal budget, budgets of the Russian Federation constituent entities or local budgets, and PJSC GAZPROM undertakes to arrange for secondment of the nationals who have concluded a target training contract, according to the University's academic plans.*

*73. Contract between PJSC GAZPROM and AO SOGAZ INSURANCE, whereby AO SOGAZ INSURANCE undertakes, if any claims are made against members of the Board of Directors and the Management Committee of PJSC GAZPROM, who are not governmental officials in the Russian Federation and not civil servants (insured persons), by individuals and legal entities, for whose benefit the contract is concluded, and to whom damage may be caused, including PJSC GAZPROM shareholders, debtors and lenders of PJSC GAZPROM, as well as PJSC GAZPROM employees and the Russian Federation represented by its competent authorities and representatives (third parties (beneficiaries)) for indemnification against losses caused by deliberate erroneous actions (omissions) of insured persons when they carry out management operations;*

*Incurring by insured persons of judicial and other costs in settlement of such claims;*

*Presentation by PJSC GAZPROM of third parties' (beneficiaries') claims for indemnification against losses caused by non-deliberate erroneous actions (omissions) of insured persons when they carry out management activities based on the requirements made to PJSC GAZPROM securities as well as the claims initially made against insured persons;*

*Incurring by PJSC GAZPROM of judicial and other costs of settlement of such claims (loss events), pay indemnity to third parties (beneficiaries), whose interests*

*are affected as well as insured persons and/or PJSC GAZPROM if judicial and other costs are incurred involving settlement of indemnification claims to the extent of the aggregate sum insured in the amount not exceeding the ruble equivalent of USD 100 million, and PJSC GAZPROM pays the insurance premium to AO SOGAZ INSURANCE for the maximum amount of the ruble equivalent of USD 1.6 million, effective for 1 year.*

*74. Target receipt contracts between PJSC GAZPROM and National Research Tomsk Polytechnic University (a federal state-owned autonomous higher educational institution (hereinafter the 'University'), whereby the University undertakes, according to the assignment of PJSC GAZPROM for target receipt, to arrange for target receipt of individuals who concluded the target training contract with PJSC GAZPROM, as part of the quota for target receipt for earning higher education to the extent of the control figures established for the specific year for receipt of nationals at the expense of budget assignments of the federal budget, budgets of the constituents of the Russian Federation or local budgets, and PJSC GAZPROM arranges for secondment of the individuals who have concluded the target training contract, according to the University's academic plans.*

*75. Target Receipt Contracts between PJSC GAZPROM and M.V. Lomonosov Moscow State University (federal state-owned budget higher education institution (hereinafter the 'University'), whereby the University undertakes, according to the assignment of PJSC GAZPROM for target receipt of individuals, arrange for target receipt of individuals who concluded the target training contract with PJSC GAZPROM, as part of the target receipt quota for earning higher education, to the extent of the control figures established for the current year for receipt of individuals for training using budget assignments of the federal budget, budgets of the Russian Federation constituents or local budgets, and PJSC GAZPROM arranges for secondment of the persons who have concluded the target training contract, according to the University's academic plans.*

*76. Contracts between PJSC GAZPROM and AO SOGAZ INSURANCE, whereby AO SOGAZ INSURANCE undertakes, if damage is caused to life and health of PJSC GAZPROM employees (insured persons) as a result of an accident that occurred in the insurance coverage period or diseases diagnosed during the contract effective periods (loss events), pay the indemnity to the insured person or the person appointed to it by the beneficiary or to the legal successor of the insured person (beneficiaries) to the extent of the aggregate sum insured not exceeding RUB 1 trillion, and PJSC GAZPROM undertakes to pay the premium to AO SOGAZ*



*INSURANCE JSC for the total maximum amount of RUB 70 million, with 1-year effective period of each contract.*

*77. Target Receipt Contracts between PJSC GAZPROM and V.I. Ulyanov (Lenin) Saint Petersburg State Electrotechnical University (LETI) (federal state-owned autonomous higher education institution) (hereinafter the 'University'), whereby the University undertakes, according to the assignment of PJSC GAZPROM for target receipt, to arrange for target receipt of individuals who concluded the target training contract with PJSC GAZPROM, as part of the target receipt quota for earning higher education to the extent of the control figures established for the current year for receipt of individuals for training using budget assignments of the federal budget, budgets of the Russian Federation constituents or local budgets, and PJSC GAZPROM arranges for secondment of the persons who have concluded the target training contract, according to the University's academic plans.*

*78. Contract between PJSC GAZPROM, OOO Gazprom dobycha Yamburg, OOO Gazprom transgaz Tchaikovsky LLC, OOO Gazprom dobycha Urengoy, OOO Gazprom transgaz Yugorsk, OOO Gazprom Fleet, OOO Gazprom dobycha Nadym, OOO Gazprom transgaz Volgograd, OOO Gazprom transgaz Stavropol, OOO Gazprom transgaz Ukhta, OOO Gazprom transgaz Moscow, OOO Gazprom transgaz Nizhny Novgorod, OOO Gazprom transgaz Yekaterinburg, OOO Gazprom transgaz Saint Petersburg, OOO Gazprom transgaz Saratov, OOO Gazprom trasgaz Tomsk, OOO Gazprom transgaz Ufa, OOO Gazprom transgaz Kazan, OOO Gazprom transgaz Samara, OOO Gazprom geologorazvedka, OOO Gazprom dobycha shelf Yuzhno-Sakhalinsk, OOO Gazprom pererabotka, OOO Gazprom transgaz Krasnodar, OOO Gazprom transgaz Surgut, OOO Gazprom mezhregiongaz, OOO Gazprom dobycha Astrakhan, OOO Gazprom dobycha Krasnodar, OOO Gazprom dobycha Noyabrsk, OOO Gazprom dobycha Orenburg, OOO Gazprom UGSF, OOO Gazprom transgaz Makhachkala, OOO Gazprom dobycha Irkutsk (policyholders) and AO SOGAZ INSURANCE, whereby AO SOGAZ INSURANCE undertakes, if damage is caused to environment (environmental risks), third parties' life, health and property as a result of an incident when policyholders perform land and sea drilling and prospecting, when they produce, transport, process and store hydrocarbons, when they operate high hazard sources, in construction and other accompanying operations directly related to this business, in particular, as a result of an accident (incident) at the high hazard source in connection with the act of terrorism or diversion (loss event), pay the indemnity to individuals whose life, health or assets were damaged, as well as the persons who, according to the applicable law of the location where the damage was caused, are entitled to indemnification against damage in case of death of the affected person, to legal entities whose assets were*

*damaged, and to the state represented by competent executive bodies in charge of environment protection management, and if damage is caused to the environment (beneficiaries) or policyholders when indemnifying against (recovery of) the damage caused to third parties at the expense of the policyholder's money, to the extent of the aggregate sum insured in the amount not exceeding RUB 50 billion, and PJSC GAZPROM pays the insurance premium in the maximum amount of RUB 900 million, with the 1-year effective contract period.*

*79. Contracts between PJSC GAZPROM and AO SOGAZ INSURANCE, whereby AO SOGAZ INSURANCE undertakes, in case of loss, damage or spoilage of PJSC GAZPROM assets, including buildings and structures, machinery and equipment, the linear portion of technological equipment and infrastructure of the gas pipelines, oil pipelines, product pipelines, condensate pipelines; the assets making part of the wells; underwater sea pipelines and underwater production facilities; marine floating drilling rigs; vessels and floating means (insured assets) and also if PJSC GAZPROM incurs losses from business interruption in connection with loss, damage or spoilage of insured assets (loss events), to pay insurance indemnity to PJSC GAZPROM, PJSC GAZPROM subsidiaries, to which the insured assets were transferred in lease, operation, temporary use or possession, and to any other persons having legitimate interest or interest based on law, statute or contract, in preservation of insured assets (beneficiaries), to the extent of the aggregate sum insured for all loss events, in the amount not exceeding RUB 20 trillion, and PJSC GAZPROM pays the premium in the total maximum amount of RUB 8.3 billion to AO SOGAZ INSURANCE, with the 1-year effective period of each contract.*

*80. Supplementary Agreements to Agreement dated July 23, 2007, No. 22NPpkhg/k-2007 between PJSC GAZPROM and OAO NOVATEK, whereby PJSC GAZPROM provides gas pumping and storage services in underground gas storages with respect to the gas owned by OAO NOVATEK, in the volume of 20.5 bcm maximum, and OAO NOVATEK pays the total maximum amount of RUB 20.8 billion for the gas pumping and storage services, as well as services of gas offtake from underground gas storages with respect to the gas owned by OAO NOVATEK in the volume of 20.5 bcm maximum, and OAO NOVATEK pays the total maximum amount of RUB 1.5 billion for the gas offtake.*

*81. The contract between PJSC GAZPROM and GAZPROM Germania GmbH (Rights Holder), whereby the Rights Holder transfers to PJSC GAZPROM the full exclusive right to the trademark of , registered in blue and white color/color combination with the German Patent and Trademark Authority, certificate No.*

30664413, registration date: March 8, 2007, with respect to all goods and services of categories 04, 35, 37 and 39 from the Global Classification of Goods and Services, for which the trademark was registered, and PJSC GAZPROM pays the fee in the maximum amount of EUR 5,000 or its equivalent in another currency to the Rights Holder. The fee includes VAT assessed at the rate envisaged in applicable law of the Russian Federation, which is deducted from the remuneration and is paid to the Russian budget by PJSC GAZPROM that acts as the tax agent.

82. Contract between PJSC GAZPROM and Gazprom neft Public Company (the Licensee), whereby PJSC GAZPROM provides the Licensee with a simple (non-exclusive) license for use of PJSC GAZPROM trademarks across the Republic of Iraq, while retaining the right to unilaterally terminate the contract:

 and GAZPROM,

Registered with the Legal Division, Trademark Department, Ministry of Industry and Minerals of the Republic of Iraq, trademark registration certificates dated May 29, 2014, No. 44555, 44573, with respect to all goods, work and services of categories 01–42 of the Global Classification of Goods and Services, for which the trademarks were registered, on goods, labels and packages of goods; when performing work and providing services; on accompanying, business and other documents; in the offers to sell goods, on performance of work/ provision of services; and also in announcements, advertising, in charitable and sponsor events, in printed editions, on official letterheads, signs, in particular, in administrative buildings, industrial facilities, multi-purpose filling facilities with the accompanying road service types; in stores, car washing stations, cafes, services/ tyre assembly services, recreation service facilities, in transport as well as in cloths and individual protective means; in the Internet; in the Licensor's (Sublicensee's) corporate name; in the Licensee's (Sublicensee's) seal; before expiry of the effective periods of exclusive rights to PJSC GAZPROM trademarks, with the right, subject to prior written agreement of PJSC GAZPROM, to conclude sublicense agreements with third parties (Sublicensees) for provision of the right to use the above PJSC GAZPROM trademarks to the extent of rights and methods of use envisaged in the license agreement for the Licensee, and the Licensee pays the royalty to PJSC GAZPROM for the Licensee's right to use the trademarks of PJSC GAZPROM, as well as for the right to use PJSC GAZPROM's trademarks under sublicense agreements for the total maximum amount of RUB 6 million or its equivalent in another currency.

83. Contracts between PJSC GAZPROM, Russian Academy of National Economy and Governmental Service at the Russian Federation President (federal state-owned budgetary higher educational institution) (hereinafter the 'Academy')

*and managers and professionals of PJSC GAZPROM, whereby the Academy undertakes, within 1 year from the date of their signing, provide educational services involving training of PJSC GAZPROM managers and professionals, according to the academic programs, including further training and professional retraining programs, under agreed upon topics, and PJSC GAZPROM pays the total maximum amount of RUB 500,000 for the services provided.*

*84. Target Receipt Contracts between PJSC GAZPROM and St. Petersburg State University of Economics (federal state-owned budgetary higher education institution) (hereinafter the 'University'), whereby the University undertakes, according to the assignment of PJSC GAZPROM for target receipt, arrange for target receipt of individuals who concluded the target training contract with PJSC GAZPROM, as part of the target receipt quota for earning higher education to the extent of the control figures established for the current year for receipt of individuals for training using budget assignments of the federal budget, budgets of the Russian Federation constituents or local budgets, and PJSC GAZPROM undertakes to arrange for secondment of the individuals who have concluded the target training contract, according to the University's academic plans.*

*85. Contracts between PJSC GAZPROM and AO SOGAZ INSURANCE, whereby AO SOGAZ INSURANCE JSC undertakes, if the need arises for the foreign travelers going beyond their permanent residence – PJSC GAZPROM employees (insured persons being the beneficiaries) to incur the costs in the period of their stay in the trip in connection with:-*

*Sudden disease or accident occurred to the insured person;*

*Need for early return of the insured person;*

*Loss of luggage or documents;*

*Arising for the insured person of the need in legal advice in connection with the accident or traffic accident, during the insured person's stay in a trip;*

*The need for provision of insured person search and rescue services if the person get in an emergency (situation threatening life and health of the insured person);*

*Need for indemnification against damage to third parties' life, health or assets (loss events),*

*Pay indemnify to the insured person and/or the company that arranges for provision of services to the insured persons if loss events arise (service company), to the extent*

*of the aggregate sum insured for all loss events not exceeding RUB 2 billion, and PJSC GAZPROM pays the premium in the total maximum amount of RUB 2 million to AO SOGAZ INSURANCE, with the 1-year effective period of each contract.*

*86. Contracts between PJSC GAZPROM and OAO Vostokgazprom, whereby PJSC GAZPROM provides M-468R special device to OAO Vostokgazprom in temporary use and possession for max. 12 months, and OAO Vostokgazprom pays the total maximum amount of RUB 584 for use of the special communications device.*

*87. Contracts between PJSC GAZPROM and AO SOGAZ INSURANCE, whereby AO SOGAZ INSURANCE undertakes, upon recourse of PJSC GAZPROM employees, their families, retirees of PJSC GAZPROM and their families (insured persons being the beneficiaries) to a healthcare institution for provision of medical services (loss events), to arrange and pay for provision of medical services to insured persons to the extent of the aggregate sum insured in the amount not exceeding RUB 2.5 trillion, and PJSC GAZPROM undertakes to pay the premium in the total maximum amount of RUB 4.2 billion to AO SOGAZ INSURANCE, with the 1-year effective period of each contract.*

*88. Contracts between PJSC GAZPROM and AO SOGAZ INSURANCE, whereby AO SOGAZ INSURANCE undertakes, if any damage is caused (injury or destruction) to a vehicle owned by PJSC GAZPROM, its theft, hijacking or stealth of individuals parts, assemblies, complete units or additional equipment installed in the vehicle (loss events), pay indemnity to PJSC GAZPROM (beneficiary) to the extent of the aggregate sum insured in the amount not exceeding RUB 1.4 billion, and PJSC GAZPROM undertakes to pay the premium in the total maximum amount of RUB 30 million to AO SOGAZ INSURANCE, with the 1-year effective period of each contract.*

*89. Contracts between PJSC GAZPROM and OAO Vostokgazprom, OAO Gazprom Space Systems, OOO Gazprom komplektatsiya, Gazprom нефть Public Company, AO Druzhba, OOO Gazprom mezhregiongaz, AO Centrenergogaz of OAO Gazprom, Mosenergo Public Company, Gazprombank (Joint Stock Company), OAO Gazprom gazoraspredelenie, OAO Gazprom Gazenergaset, OAO Gazprom transgaz Belarus (Contractors), whereby the Contractors undertake, from August 1, 2016, to January 31, 2017, at the assignment of PJSC GAZPROM to provide services involving arranging for and holding of stock-taking of PJSC GAZPROM fixed assets transferred to Contractors in lease, and PJSC GAZPROM undertakes to pay the total maximum amount of RUB 3.3 million for these services.*

90. *Contract between PJSC GAZPROM and Gazprom Marketing & Trading Limited (Rights Holder), whereby the Rights Holder transfers to PJSC GAZPROM full exclusive rights to GAZPROM and GAZPROM UK TRADING trademarks registered in the U.K. Intellectual Property Authority, certificate No. 2217196, registration date: November 24, 2000, with respect to all goods and services of categories 04, 35, 39 and 40 of the Global Classification of Goods and Services, for which the trademark was registered, and certificate No. 2217144, registration date: September 1, 2000, with respect to all goods and services of categories 04, 35, 37, 39, 40 and 42 of the Global Classification of Goods and Services, for which the trademark was registered, and PJSC GAZPROM pays the fee in the maximum amount of EUR 6,000 or its equivalent in another currency to the Rights Holder. The fee includes value-added tax calculated at the rate according to Russian applicable law, which is deducted from the fee and paid to the Russian budget by PJSC GAZPROM that acts as the tax agent.*

91. *Contract between PJSC GAZPROM and Gazprom neft Public Company (Licensee), whereby PJSC GAZPROM provides the License with the exclusive license for use across the Republic of Belarus of the following PJSC GAZPROM trademarks, while retaining the right to unilaterally terminate the Contract:*



*Registered in blue, light blue and white color/ color composition in the National Intellectual Property Center of the Republic of Belarus, trademark certificates No. 41076, 41077, registration date: November 12, 2012, with respect to all goods (work, services) of categories 01, 04, 16, 35, 37, 39, 40, 42 of the Global Classification of Goods and Services, for which trademarks were registered, on goods, labels, packages of goods; in case of performance of work, provision of services, on accompanying, business and other documents; in proposals for sales of goods, performance of work, provision of services, as well as in advertisements, advertising, in holding charitable and sponsor events, in printed editions, official letterheads, signs, in particular, on administrative buildings, industrial facilities, all-purpose filling stations with the accompanying types of road service, stores, car wash stations, cafes, maintenance services/ tire shops, recreation service facilities, in transport, as well as on clothes and individual protection equipment, in the Internet, in the Licensee's (Sublicensee's) name, in the Licensee's (Sublicensee's) seal, before expiry of the exclusive rights to PJSC GAZPROM trademarks, with the right, subject to prior written consent of PJSC GAZPROM, to conclude sublicense agreements with*

*third parties (Sublicensees) for provision of the right to use the above PJSC GAZPROM trademarks to the extent of rights and their use methods envisaged in the license agreement for the Licensee, and the Licensee pays royalty to PJSC GAZPROM, for the right of the Licensee's use of PJSC GAZPROM trademarks, as well as the right to use PJSC GAZPROM trademarks under sublicense agreements for the total maximum amount of RUB 6 million or its equivalent in any currency.*

*92. Contracts between PJSC GAZPROM, St. Petersburg State University of Economics (federal state-owned budgetary higher education institution) (the 'University'), and PJSC GAZPROM managers and professionals, whereby the University undertakes, within 2 years from their signing, to provide educational services involving training of PJSC GAZPROM management and professionals, according to the academic programs, including further training and professional retraining programs, on agreed upon topics, and PJSC GAZPROM pays the total maximum amount of RUB 3.5 million for the services provided.*

*93. Contracts between PJSC GAZPROM and Sberbank Public Company, concluded under the Facility Agreement between PJSC GAZPROM and the bank dated June 18, 2013, No. 5589, for receipt by PJSC GAZPROM of money (loans) in rubles and/or U.S. dollars and/or Euros with the debt limit (maximum lump sum debt under the facility) of RUB 60 billion, which mature within 90 calendar days with the interest payment for using ruble loans at a rate not exceeding the indicative offer rate for ruble loans (deposits) on the Moscow money market (MosPrimeRate), as recorded on the contract date, for the lending period equal to the disbursement period for the relevant loan, increased by 4% p.a.; for foreign currency loans, not exceeding London interbank offer rate (LIBOR) fixed for the currency corresponding to the currency of the respective loan for the lending period, equal to the disbursement period for the relevant loan, as recorded on the contract date, increased by 4% p.a.*

*94. Agreement between PJSC GAZPROM and Gazprom нефт Public Company (Licensee), whereby PJSC GAZPROM provides the Licensee with the exclusive license for use of the following PJSC GAZPROM trademarks across the entire territory of the Republic of Kazakhstan, while reserving the right to unilaterally terminate the agreement:*



, , and ,

*Registered in blue, light blue and white color/ color mix with the Intellectual Property Committee of the Republic of Kazakhstan Ministry of Justice, certificates for trademarks No. 34755, 34756, registration date: January 28, 2011, with respect to all goods, work and services of categories 01-45, Global Classification of Goods and Services, for which trademarks No. 41468, 41469 were registered, registration date: August 28, 2013, with respect to all goods, work and services of categories 01, 04, 16, 35, 37, 39, 40, 42, Global Classification of Goods and Services, for which the trademarks were registered, on goods, labels, and packages of goods; in case of performance of work provision of services; on accompanying, business and other documents; in proposals to sell goods, to perform work or provide services, as well as in advertisements, advertising, when holding charitable and sponsor events, in printed editions, official letterheads, on signs, as well as on administrative buildings, industrial facilities, all-purpose filling stations with accompanying types of road service, stores, car wash facilities, maintenance / tire shops, recreation service facilities, in transport, as well as on cloths and individual protection equipment, in the Internet, in the Licensee's (Sublicensee's) corporate name, the Licensee's (Sublicensee's) seal, before expiry of the exclusive rights to PJSC GAZPROM trademarks, with the right, subject to PJSC GAZPROM prior consent, conclude sublicense agreements with third parties (Sublicensees) for enabling to use the above PJSC GAZPROM trademarks to the extent of the rights and methods of use envisaged in license agreement for the Licensee, and the Licensee pays to PJSC GAZPROM the royalty for the Licensee's right to use the trademarks of PJSC GAZPROM trademarks, as well as the right to use PJSC GAZPROM trademarks under sublicense agreements for the total maximum amount of RUB 12 million or its equivalent in any other currency.*

*95. Supplementary Agreements to Agreement dated October 6, 2003, No. 22NPTr/k-2004 between PJSC GAZPROM and OAO NOVATEK, whereby PJSC GAZPROM provides gas transportation services in the total volume of 350 bcm maximum across the Russian Federation and the Republic of Kazakhstan, and OAO NOVATEK pays the total maximum amount of RUB 750 billion for the gas transportation via gas trunk pipelines and inter-field collectors.*

*96. Supplementary Agreement to Agreement dated December 29, 2008, No. MRG-2009/1-016/09, Supplementary Agreement to Agreement dated January 30, 2015, No. MRG/gp-2015/1-002/15, Supplementary Agreement to Agreement dated July 30, 2010, No. MRG/np-2010/1-007/10, Supplementary Agreement to Agreement dated October 17, 2011, No. S/MRGp-2011/1-005/11, Supplementary Agreement to Agreement dated August 21, 2015, No. NP/MRG-2015/1-005/15, as well as agreements/ supplementary agreements between PJSC GAZPROM and*



*OOO Gazprom mezhtregiongaz, whereby PJSC GAZPROM supplies monthly, and OOO Gazprom mezhtregiongaz accepts (offtakes) in 2017 and pays the total maximum amount of RUB 1.22 trillion for, the gas in the volume of 250 bcm maximum.'*

**14. Re the fourteenth item of the agenda:** Election of members to the Company's Board of Directors (Supervisory Board):

*Elect the following members to PJSC GAZPROM Board of Directors:....*

**15. Re the fifteenth item of the agenda:** Election of members to the Company's Audit Commission (the Company's Internal Auditor):

*Elect the following members to PJSC GAZPROM Audit Commission:....*

The presented draft resolutions are in accordance with the resolution wordings included in the ballots for voting on the agenda items of PJSC GAZPROM annual General Shareholders' Meeting.

## **Information on Shareholders' Agreements**

PJSC GAZPROM has not received any notices on execution of shareholder agreements as described in Section 5, Article 32.1, Federal Joint Stock Companies Law.