

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

1. General information	
1.1. Full legal name of issuer	Public Joint Stock Company Gazprom
1.2. Short legal name of issuer	PJSC Gazprom
1.3. Address of issuer	16 Nametkina St., Moscow, Russian Federation
1.4. OGRN (Primary State Registration Number) of issuer	1027700070518
1.5. INN (Taxpayer Identification Number) of issuer	7736050003
1.6. Unique issuer code assigned by registering authority	00028-A
1.7. Internet pages used by issuer to disclose information	www.gazprom.ru; www.e-disclosure.ru/PORTAL/company.aspx?id=934

2. Contents of Statement
<p>On ratification of transactions, considered by Russian law as major transactions and (or) related-party transactions</p> <p>2.1. Quorum of issuer's Board of Directors meeting and voting results on decision-making issues: <i>11 out of 11 elected Board of Directors Members took part in absentee voting, quorum recorded as present.</i></p> <p><i>Voting results on item: On ratification of transactions related to Achimgaz's loan provided by Wintershall Vermoegensverwaltungsgesellschaft mbH: 11 out of 11 Board of Directors Members, taking part in voting, voted.</i></p> <p><i>In favor – 11 votes, Against – 0 votes, Abstentions – 0 votes.</i></p> <p>2.2. Content of Decisions made by issuer's Board of Directors:</p> <p><i>1. To approve Gazprom's guarantee to Wintershall Vermoegensverwaltungsgesellschaft mbH for fulfillment of obligations by Achimgaz under Revised Loan Agreement entered with Wintershall Vermoegensverwaltungsgesellschaft mbH as related-party transaction on terms and conditions set out in Appendix No. 1 to Decision.</i></p> <p><i>2. Based on market value, to fix price of Gazprom's guarantee for meeting obligations by Achimgaz under Revised Loan Agreement with Wintershall Vermoegensverwaltungsgesellschaft mbH as 0.09% annually of 50% of total amount of Achimgaz's outstanding principal debt under Revised Loan Agreement with Wintershall Vermoegensverwaltungsgesellschaft mbH.</i></p> <p><i>3. To ratify Remuneration Agreement for Granting Guarantee between Gazprom and Achimgaz as related-party transaction on terms and conditions set out in Appendix No. 2 hereto.</i></p> <p><i>4. To ratify conclusion of addendum among Gazprom, Wintershall Vermoegensverwaltungsgesellschaft mbH and Achimgaz on making amendments to loan redemption agreement in connection with loan agreement concluded between Wintershall Vermoegensverwaltungsgesellschaft mbH and Achimgaz as related-party transaction on terms and conditions set out in Appendix No. 3 hereto.</i></p> <p>2.3. Appendices to Decision of Gazprom Board of Directors:</p> <p><i>Main terms and conditions of guarantee (in line with Appendix No. 1 to Decision of Gazprom Board of Directors No. 2616 dated October 9, 2015).</i></p> <p><i>Parties: Guarantor – Gazprom, Creditor – Wintershall Vermoegensverwaltungsgesellschaft mbH.</i></p> <p><i>Beneficiary: Debtor (Borrower) – Achimgaz.</i></p>

Subject: Since Gazprom Dobycha Urengoy owns 50% of Achimgaz shares, by giving guarantee to Wintershall Vermoögensverwaltungsgesellschaft mbH (hereafter – Company), Gazprom ensures timely fulfillment by Achimgaz of all its payment obligations under Loan Agreement between Company and Achimgaz dated July 23, 2012, revised by addendum (Revised Loan Agreement), and addendums thereto concluded in coordination with Gazprom. Gazprom shall pay Company all funds covered by guarantee in accordance with procedure for claiming guarantee payment.

Above-mentioned condition is continuous and applied to total amount of debt to be paid out by Achimgaz subject to Revised Loan Agreement notwithstanding any interim debt payments or other payments. All payments done by Achimgaz in favor of Company subject to Revised Loan Agreement reduce Gazprom's payment obligations under guarantee for 50% of amount paid out by Achimgaz. As soon as practicable, Company notifies Gazprom of funds received from Achimgaz in pursuance of payment obligations under Revised Loan Agreement. Refunds paid by Gazprom under guarantee at all times shall not exceed 50% of amount that Achimgaz may be demanded to pay subject to Revised Loan Agreement, but remain unpaid.

Total liabilities of Gazprom in compliance with this guarantee shall not exceed USD 88,500,000 (Eighty-eight million five hundred thousand US dollars)(hereinafter – Limit of Guarantee).

Responsibility of Gazprom: Gazprom shall have no obligation to pay any default interest (subject to Agreement or law) in relation to any amount payable but unpaid.

Entry into force and validity period of guarantee: It comes into effect on date of signing and is valid within 1 (One) year after date of loan repayment – January 23, 2017 (hereinafter – validity period of guarantee).

Guarantee shall cease to be effective on earliest of following dates:

- a) once all Achimgaz obligations under Revised Loan Agreement, or all Gazprom obligations under guarantee are met;
- b) upon termination of guarantee, except where Company gives Gazprom Notice of premature repayment under guarantee; and
- c) once total amount paid by Gazprom under guarantee reaches Limit of Guarantee.

Applicable laws and jurisdiction: Agreement is regulated by laws of England.

Main terms and conditions of agreement on remuneration for guarantee (in line with Appendix No. 2 to Decision of Gazprom Board of Directors No. 2616 dated October 9, 2015)

Parties: Guarantor – Gazprom, Debtor – Achimgaz.

Subject: In compliance with Agreement on Guarantee between Gazprom and Wintershall Vermoögensverwaltungsgesellschaft mbH (hereinafter – Company), related to Revised Loan Agreement, Gazprom is liable to Company for meeting by Achimgaz its obligations under Revised Loan Agreement in accordance with and subject to given guarantee, and Achimgaz shall remunerate Gazprom for given guarantee.

Remuneration for guarantee: Achimgaz remunerates Gazprom for guarantee offered by way of quarterly payments.

Remuneration for guarantee shall be 0.09% annually of 50% of total amount of Achimgaz's outstanding principal debt under Revised Loan Agreement, including VAT rated as per tax legislation of Russian Federation.

Entry into force and validity period of agreement on remuneration for guarantee: It comes into effect on date of signing by Parties and is valid until Parties fully meet their obligations under agreement on remuneration for guarantee.

Main terms and conditions of addendum on amendments to loan redemption agreement related to loan agreement (in line with Appendix No. 3 to Decision of Gazprom Board of Directors No. 2616 dated October 9, 2015)

Parties: Gazprom, Wintershall Vermoögensverwaltungsgesellschaft mbH (hereinafter – Company), Achimgaz.

Subject: Parties agreed on making amendments to loan redemption agreement (dated March 6, 2013) entered by Gazprom, Achimgaz and Wintershall Vermoögensverwaltungsgesellschaft mbH (hereafter – Loan Redemption

Agreement) for purpose of bringing it to conformity with terms and conditions of Revised Loan Agreement. Revised Loan Agreement, among other things, provided for revision of loan currency and converting loan amounts payable by Achimgaz from Russian rubles into US dollars, as well as increase of Available Credit Line and extension of Loan Period.

In Loan Redemption Agreement parties stipulate that in case of failure to meet obligations under Revised Loan Agreement Gazprom and the Company may provide Achimgaz with shareholder's loans to redeem Achimgaz debt under Revised Loan Agreement.

Amount of shareholder's loan – Sum of not less than 50% of total loans outstanding by relevant date including all interest accrued as per Revised Loan Agreement (hereinafter – Outstanding Amount of Loan).

Entering Shareholders' Loan Agreements – Company entitles Gazprom to redeem Achimgaz loan to extent equals to 50% of Outstanding Amount of Loan by allowing relevant sum to Achimgaz through Shareholder's Loan to be appropriated for redemption of 50% of Outstanding Amount of Loan (hereinafter – Right to Redeem Loan). Gazprom is entitled at any time within 20 (twenty) business days from date of Gazprom reception of non-payment notice from Company to exercise Right to Redeem Loan through giving respective notice to Company (duplicating to Achimgaz) (hereinafter – Redemption Notice).

In case of Gazprom intent to exercise its right during abovementioned period:

- Gazprom and Achimgaz shall enter Shareholder's Loan Agreement stipulating that Gazprom to allow Achimgaz an amount of not less than 50% of Outstanding Amount of Loan;
- Company and Achimgaz shall enter Shareholder's Loan Agreement stipulating that Company to allow Achimgaz an amount of not less than 50% of Outstanding Amount of Loan;

Term of Shareholder's Loan - Term of Shareholder's Loan is deemed to be:
in case of period from date of Redemption Notice to date falling to expiration of 18 (eighteen) months since date of signing Revised Loan Agreement (hereinafter – Loan Redemption Date) exceeds one year – period from date of signing relevant Shareholder's Loan until Loan Redemption Date; and
in case of Redemption Notice Date falls within:

1. 1 (one) year until Loan Redemption Date; or
2. Period after Loan Redemption Date,
1 (one) year since signing relevant Shareholder's Loan.

Both Shareholder's Loan are deemed to be redeemed in the same date.

Termination of Security – Pledge Agreement, Mortgage Agreement, Non-acceptance Charge-off Agreement between Achimgaz and Company (hereinafter – Security Documents) and Gazprom's warranty on Achimgaz liabilities (if any) terminate, and all rights of Company under Security Documents and warranty (if any) terminate immediately upon Company's reception of amount equal to Outstanding Amount of Loan.

Entry into Force – Agreement is effective since date of its signing by parties thereto.

Applicable Law – This Agreement is subject to and interpreted in accordance with the legislation of England.

2.4. Date of issuer's Board of Directors meeting decided on hereinbefore: **October 9, 2015.**

2.5. Date of compilation and number of minutes of issuer's Board of Directors meeting decided on hereinbefore:
Minutes of Gazprom Board of Directors meeting No. 1023, dated October 9, 2015.

3. Signature				
3.1. Department Head, Gazprom (acting under power of attorney No. 01/0400-122Д, dated March 4, 2013)				Alexander Ivannikov
		(signature)		
3.2. Date	October	12, 2015	L.S.	