



APPENDICIES TO INTEGRATED REPORT 2016



**SOLID FOUNDATIONS  
FOR FUTURE GROWTH**

## **Large transactions (set of interrelated transactions)**

### **1. Loan agreement 1**

**1.1. Type and subject of transaction:** Agreement No. 5877 on opening a non-renewable credit line between PJSC Uralkali as the Borrower and PJSC Sberbank as the Lender with a total credit limit of \$1,900,000,000 (hereinafter "Loan Agreement 1").

**1.2. Content of transaction, including the civil rights and duties on the establishment, change or termination of which the deal is directed:** the Lender agrees to open a non-renewable credit line to the Borrower with an overall limit of 1,900,000,000 (one billion nine hundred million) United States dollars in accordance with a timetable to increase the limit. Financing term: up to 84 months (inclusive). Availability period: from 22 to 47 months (inclusive) from the date of conclusion of Loan Agreement 1. Repayment of principal: 12 equal quarterly payments in the last 36 months of financing schedule. The Borrower shall pay the Lender the loan interest in the currency of the loan at a floating interest rate. The size of the interest rate is established based on the LIBOR 3M to date quotes plus not more than 4.95 (four whole ninety-five hundredths) percent per annum (fixed margin).

**1.3. Term of fulfillment of obligations under the transaction:** date of full repayment of the granted loan: March 23, 2023.

**1.4. Parties and beneficiaries of the transaction:** PJSC Uralkali as Borrower and the PJSC Sberbank as Lender.

### **2. Loan Agreement 2**

**2.1. Type and subject of transaction:** Agreement No. 5878 on opening a non-renewable credit line between PJSC Uralkali as a Borrower and PJSC Sberbank as a Lender with a total credit limit of \$2,000,000,000 (hereinafter "Loan Agreement 2").

**2.2. Content of transaction, including the civil rights and duties on the establishment, change or termination of which the deal is directed:** the Lender agrees to open a non-renewable credit line to the Borrower with an overall limit of 2,000,000,000 (two billion) United States dollars in accordance with a timetable to increase the limit. Financing term: up to 120 months (inclusive). Availability Period: From 01/01/2018 to 12/31/2019 (inclusive). Repayment of principal: equal quarterly payments starting from the sixth year. The Borrower shall pay the Lender the loan interest in the currency of the loan at a floating interest rate subject to the following conditions: the interest rate is established based on the LIBOR 3M to date quotes plus a variable margin. The size of the variable margin is determined depending on the value of the net debt/EBITDA calculated in accordance with the terms of Loan Agreement 2 on the basis of the consolidated financial statements of Uralkali provided to the Lender in accordance with the terms of Loan Agreement 2. The size of the variable margin is at least 4.4 (four whole four-tenths) percent per annum (inclusive) and not more than 5.2 (five whole two-tenths) percent per annum (inclusive).

**2.3. Term of fulfillment of obligations under the transaction:** date of full repayment of the granted loan: March 23, 2026.

**2.4. Parties and beneficiaries of the transaction:** PJSC Uralkali as Borrower and the PJSC Sberbank as Lender.

### **3. The amount of the transactions in monetary terms and as a percentage of the value of the assets of the issuer:**

**3.1. The size of the transaction based on Loan Agreement 1** includes (i) the total amount of the limit of 1,900,000,000 (one billion nine hundred million) United States dollars (ii) the total amount of interest earned on the total amount of principal during the entire period of the loan, (iii) as well as other amounts payable under the loan agreement, totaling no more than 2,300,000,000 United States dollars.

**3.1. The size of the transaction based on Loan Agreement 2** includes (i) the total amount of the limit of 2,000,000,000 (two billion) United States dollars (ii) the total amount of interest earned on the total amount of principal during the entire period of the loan, (iii) as well as other amounts payable under the loan agreement, totaling no more than 2,700,000,000 United States dollars.

### **4. Loan Agreement 1 and Loan Agreement 2 are interconnected with the following transactions by :**

1. Agreement No. 8-NKL (8-HKJI) on opening non-renewable credit line from 07/01/2013 between PJSC Uralkali (the Borrower) and PJSC Sberbank (the Lender), including all amendments and supplements thereto approved by (i) the decision of the Board of Directors of PJSC Uralkali from 09/10/2013 (Minutes No. 281 of 09/10/2013), (ii) the decision of the extraordinary general meeting of shareholders of PJSC Uralkali from 10/22/2013 (Minutes No. 36 from 10/22/2013), (iii) the decision of the extraordinary general meeting of shareholders of PJSC Uralkali from 12/18/2013 (Minutes No. 38 from 12/18/2013), and (iv) the decision of the extraordinary general meeting of shareholders of PJSC Uralkali from 12/09/2015 (Minutes No. 48 from 12/10/2015); 2. Agreement No. 29-NKL (29-HKJI) on opening non-renewable credit line from 09/15/2011 between PJSC Uralkali (the Borrower) and PJSC Sberbank (the Lender) including all changes and additions to it approved by (i) the decision of the Board of Directors of PJSC Uralkali from 09/10/2013 (Minutes No. 281 of 09/10/2013), (ii) the decision of the extraordinary general meeting of shareholders of PJSC Uralkali from 10/22/2013 (Minutes No. 36 from 10/22/2013), (iii) the decision of the extraordinary general meeting of shareholders of PJSC Uralkali from 12/18/2013 (Minutes No. 38 from 12/18/2013), and (iv) the decision of the extraordinary general meeting of shareholders of PJSC Uralkali from 12/09/2015 (Minutes No. 48 from 12/10/2015); 3. Agreement No. 5674 on opening non-renewable credit line from 12/19/2013 (including all amendments and supplements thereto) between PJSC Uralkali (the Borrower) and PJSC Sberbank (the Lender) approved by (i) the decision of the extraordinary general meeting of shareholders of PJSC Uralkali from 04/07/2014 (Minutes No. 40 from 04/07/2014), and (ii) the decision of the extraordinary general meeting of shareholders of PJSC Uralkali from 12/09/2015 (Minutes No. 48 from 12/10/2015), and (iii) the decision of the extraordinary general meeting of shareholders of PJSC Uralkali from 03/15/2015 (Minutes No. 50 from 03/16/2015); and 4. Agreement No. 5851 on opening non-renewable credit line from 09/09/2015 (including all amendments and supplements thereto) between PJSC Uralkali (the Borrower) and PJSC Sberbank (the Lender) approved by (i) the decision of the extraordinary general Meeting of shareholders of PJSC Uralkali (Minutes No. 47 of 11/18/2015), and (ii) the decision of the extraordinary general meeting of shareholders of PJSC Uralkali from 03/15/2016 (Minutes No. 50 from 03/16/2016), for a total of more than 50% of the book value the Company's assets according to its financial statements prepared in accordance with RAS on the last reporting date.

**submission of financial statements has expired:** assets of PJSC Uralkali as of September 30, 2015 - the end date of the reporting period (quarter) before committing the transaction - total 516,765,719,000 roubles.

**6. Date of the transaction (the agreements):** March 24, 2016

**The transaction was approved by the Extraordinary General Meeting of Shareholders held on 03/15/2016 (Minutes No. 50 from 03/16/2016)**

**Related party transactions valued at 2% or more of the book value of Uralkali assets as of the last reporting date**

1. A transaction (a set of interrelated transactions) is a related party transaction for Uralkali, namely:

1) **Loan agreement dated 15.04.2016** between Uralkali as the Lender and Uralkali-Technology as the Borrower.

**Scope of agreement:** The Lender shall provide the Borrower with a revolving credit line in an amount not exceeding USD250,000,000. Each loan amount shall be issued in rubles at the exchange rate of the Central Bank of the Russian Federation as of the date of issue. The Lender shall issue each loan amount on the basis of a confirmation note stating the loan amount, currency, interest rate and other loan conditions. The borrower is entitled to receive an unlimited number of loans under the credit line.

**Duration:** 4 years starting from the first loan date.

2) **Loan agreement dated 15.04.2016** between Uralkali as the Borrower and Uralkali-Technology as the Lender.

**Scope of agreement:** The Lender shall provide the Borrower with a revolving credit line in an amount not exceeding USD250,000,000. Each loan amount shall be issued in rubles at the exchange rate of the Central Bank of the Russian Federation as of the date of issue. The Lender shall issue each loan amount on the basis of a confirmation note stating the loan amount, currency, interest rate and other loan conditions. The borrower is entitled to receive an unlimited number of loans under the credit line.

**Duration:** 4 years starting from the first loan date.

Related entity: Uralkali-Technology, Enterpro Services LTD

Relation basis: An affiliated entity of a shareholder who jointly with its affiliated persons owns more than 20% of the authorized capital is a transaction party.

The share of Uralkali-Technology in Uralkali is 36.15%.

The share of Enterpro Services LTD in Uralkali is 2.28%.

The share of Enterpro Services LTD in Uralkali-Technology is 0%.

**The transaction was approved by the Extraordinary General Meeting of Shareholders of Uralkali of 09.02.2016 (EGMS protocol No. 49 of 10.02.2016).**

2. A transaction (a set of interrelated transactions) is a related party transaction for Uralkali, namely:

1) **Loan agreement dated 06.04.2016** between Uralkali as the Lender and Enterpro Services Limited as the Borrower.

**Scope of agreement:** The Lender shall provide the Borrower with a revolving credit line in an amount not exceeding USD250,000,000. Each loan amount shall be issued in USD or RUB at the exchange rate of the Central Bank of the Russian Federation as of the date of issue. The Lender shall issue each loan amount on the basis of a confirmation note stating the loan amount, currency (USD or RUB), interest rate and other loan conditions. The borrower is entitled to receive an unlimited number of loans under the credit line.

**Duration:** 4 years starting from the first loan date.

2) **Loan agreement dated 06.04.2016** between Uralkali as the Borrower and Enterpro Services Limited as the Lender.

**Scope of agreement:** The Lender shall provide the Borrower with a revolving credit line in an amount not exceeding USD250,000,000. Each loan amount shall be issued in USD or RUB at the exchange rate of the Central Bank of the Russian Federation as of the date of issue. The Lender shall issue each loan amount on the basis of a confirmation note stating the loan amount, currency (USD or RUB), interest rate and other loan conditions. The borrower is entitled to receive an unlimited number of loans under the credit line.

**Duration:** 4 years starting from the first loan date.

Related entity: Uralkali-Technology, Enterpro Services LTD

Relation basis: An affiliated entity of a shareholder who jointly with its affiliated persons owns more than 20% of the authorized capital is a transaction party.

The share of Uralkali-Technology in Uralkali is 36.15%.

The share of Enterpro Services LTD in Uralkali is 2.28%.

The share of Uralkali-Technology in Enterpro Services LTD is 0%.

**The transaction was approved by the Extraordinary General Meeting of Shareholders of Uralkali of 09.02.2016 (EGMS protocol No. 49 of 10.02.2016).**

3. **Guarantee agreement No. 2016-1 dated 01.07.2016** between Uralkali as Guarantor and Yara Switzerland Ltd, Yara Norge AS and Yara Suomi OY as Beneficiaries (hereinafter referred to as Yara) to secure the obligations of Uralkali subsidiaries Uralkali Trading SIA (Latvia) and Uralkali Trading SA (Switzerland) (beneficiary parties).

**The subject of the guarantee agreement** is securing the following obligations of subsidiaries Uralkali Trading SIA and Uralkali Trading SA (beneficiary parties):

- 1) Uralkali Trading SA shall fulfill its obligations under all discontinued potassium chloride supply contracts between Uralkali Trading SA and Yara, including payment of rebates and quality obligations;
- 2) Uralkali Trading SIA shall fulfill its obligations (including delivery of goods, payment of rebates, quality obligations) under new potassium chloride supply contracts between Uralkali Trading SIA and Yara, which are planned to be signed in lieu of existing contracts with Uralkali Trading SA;
- 3) Uralkali Trading SIA shall fulfill obligations under a contract between Uralkali Trading SIA and Yara Switzerland Ltd on the transfer of potassium chloride supply contracts with Yara from Uralkali Trading SA to Uralkali Trading SIA (including the obligations of Uralkali Trading SIA to enter into contracts with Yara on the same terms as in the terminated contracts between Uralkali Trading SA and Yara).

**The guarantee agreement is valid** until the expiration of the potassium chloride supply contracts (31.12.2018), and in respect of mutual settlements, until the parties fulfill their obligations under the potassium chloride supply contracts.

**The transaction total value** is determined by the quantity of the goods supplied under the potassium chloride supply contracts and shall be more than 2% but less than 25% of the book value of the Company's assets according to its financial statements compiled in accordance with RAS (Russian Accounting Standards) as of the last reporting date.

Related entity: Uralkali-Technology, Enterpro Services LTD

Relation basis: An affiliated entity of a shareholder who jointly with its affiliated persons owns more than 20% of the authorized capital is a transaction party.

The share of Uralkali-Technology in Uralkali is 38.43%.

The share of Enterpro Services LTD in Uralkali is 0.92 %.

The share of Uralkali-Technology in Yara Switzerland Ltd, Yara Norge AS and Yara Suomi OY is 0%.

The share of Enterpro Services LTD in Yara Switzerland Ltd, Yara Norge AS, Yara Suomi OY is 0%.

**The transaction was approved by the Annual General Meeting of Shareholders of Uralkali on**

4. **Directors, officers and companies liability insurance contract dated July 22, 2016** between Uralkali and ZAO AIG.

**1. Insurance contract parties:**

The insured is Uralkali;

The insurer is ZAO AIG.

**2. Entities insured under the Insurance Contract:**

The insured legal entities (hereinafter referred to as the "Insured Companies"): Uralkali, the former subsidiaries of Uralkali (only in respect of incorrect acts committed during the time such companies were affiliated with Uralkali), current subsidiaries of Uralkali, as well as some future subsidiaries of Uralkali.

Insured individual (hereinafter referred to as "Insured Persons") is any individual who is a past, present or future director, officer, administrator or manager, sole executive body, member of the management board or member of any other management body, any member of the board of directors or the supervisory or advisory board of the Insured Company, as well as any past, present or future director of the legal department, financial director, chief accountant, corporate secretary, secretary of the board of directors or the head of the risk management department (or relevant post) of the Insured Company or any other individual who occupied, occupies or will occupy the specified position in any Insured Company with duties and terms of reference similar to those listed above, or any similar position in accordance with any legislation; any individual who was, is or will be an employee of the Insured Company: in the course of exercising his or her management or supervisory duties in the Insured Company, with respect to a claim that the employment relationship is allegedly breached or named as a co-defendant with the director or officer of the Insured Company upon a claim that such employee participated or assisted in an incorrect action; any individual who was, is or will be, at the request of the Insured Company, a director, an officer, a trustee, a manager or holding an equivalent position in a separate enterprise, and also some other past, present and future employees and representatives of the Insured Companies.

The Insured Companies and the Insured Persons are collectively referred to as the "Insured".

**3. Beneficiaries under the Insurance Contract:** Insured.

**4. Insurance period:** July 25, 2016 to July 24, 2017 (both dates inclusive)

**5. Detection periods:**

- not less than 60 days without additional insurance premium;

- 1 year if more than 75% of annual premium as of end of insurance period is paid.

**6. Duration of the Insurance Contract:** The Insurance Contract comes into effect from the moment of its signing and is valid until the expiration of the insurance period; if there is a detection period, then the Insurance Contract is valid until expiration of the applicable detection period.

**7. Insured amount:**

The total sum insured (total limit of liability) under the Insurance Contract is at least USD100,000,000.

The Insurance Contract for some insurance coverage may establish smaller insurance amounts (sublimits), which are part of the total insured amount, but not an addition to it. The following sub-limits can be established for the following insurance coverage:

- sublimit for business expenses – not less than USD3,000,000

- sublimit for additional costs for unscheduled actions of supervisory bodies – not less than USD100,000

- sublimit for investigations – not less than USD10,000,000

- sublimit for fines under FCPA – not less than USD1,000,000

- sublimit for media expenses due to extradition – not less than USD500,000

The additional insured amount for all independent directors in total is not less than USD5,000,000, with at least USD1 million for each independent director. The additional insured amount for independent directors is applied in excess of the total insured amount under the Insurance Contract.

**8. Service fee under the Insurance Contract (insurance premium):** not more than USD400,000.

**9. Franchises:**

- for the Insured Persons – not more than USD100,000

- for the Insured Companies – not more than USD200,000

**10. Insurance contract subject:** The Insurer shall pay the insurance premium and comply with the terms of the Insurance Contract, and the Insurer undertakes to pay insurance compensation in the event of an insured event in accordance with the provisions of the Insurance Contract.

**11. Coverage:**

- Coverage of Insured Person losses: losses (including liquidated damages, legal, judicial and some other expenses) that the Insured Person has incurred or must incur in connection with a claim against them for actions/omissions made by the Insured Person holding position in the Insured Company or a separate enterprise.

- Coverage of reimbursements paid by the Insured Company: the amounts paid by the Insured Company to the Insured Person or on behalf of the Insured Person as compensation for damages (including liquidated damages, legal, judicial and certain other expenses) that the Insured Person has incurred or should have incurred in connection with the claim presented to them for actions/omissions made by the Insured Person holding a position in the Insured Company or a stand-alone enterprise.

- Coverage of Insured Company losses: losses (including liquidated damages, legal, judicial and some other expenses) that the Insured Company has incurred or must incur in connection with the claim against them for breach of securities legislation.

**12. Objects of insurance:** Property interests of the Insured related to the incurrence of losses.

**13. Insurance case:** A claim against the Insured during the insurance period or the period of detection, which necessarily leads to a loss for the Insured even if such loss has not actually been incurred.

**14. Coverage limits:**

The Insurance Contract does not cover:

- Wages and labor benefits of any Insured Person, the cost of their time, as well as the overhead costs of any Insured Company;

- Criminal fines and administrative penalties, taxes, any amount due according to an instruction on financial support or notification of a contribution by a pension regulatory body or other authority, as well as amounts that cannot be insured;

- Any claims related to: (a) obtaining income or benefits to which the Insured does not have a statutory right; (b) any deliberate criminal or fraudulent act, willful violation of the law by the Insured; (c) damage to health and damage to property; (d) previous requirements or circumstances; (e) pollution of the environment; (f) pension schemes, profit-sharing programs or employee benefit programs; or (g) US claims filed by one Insured against another Insured;

- Any claims related to: (a) public or private offering/placement of securities of any Insured Company in any jurisdiction and/or (b) provision of any Insured Company securities listing or admission of any Insured Company securities to trading on any stock exchange or securities market where the securities of the Insured Company were not listed or admitted, respectively, carried out by the Insured Company from June 16, 2011 until the end of the insurance period;

- The amount of overstatement of the asset acquisition cost;

- Proceedings in administrative and other cases initiated by a regulatory body against the Insured Company, any investigations of the Insured Company, as well as claims relating to criminal, administrative or other disciplinary proceedings against any Insured Company;

- Any claims that are covered by Policy (Insurance Contract) No. 2331A00341 signed on April 29, 2013 between Uralkali (as the Insured), ZAO AIG (as Insurer No. 1) and OOO SK Zurich (as Insurer No. 2);

- Any claims that are covered by Policy (Insurance Contract) No. 2331A00175, concluded on June 21, 2011 between Uralkali (as the Insured) and ZAO AIG (previous name of ZAO Chartis at the time of issue of Policy No. 2331A00175) (as Insurer).

The Insurer is not obliged to provide insurance coverage nor to make insurance payments nor to provide any other economic benefits in the event that such coverage, insurance payment or economic benefit will lead to breaching any imposed sanctions, prohibitions or restrictions in the framework of United Nations decisions or trade or economic sanctions, laws or regulations of the Russian Federation, the European Union or the United States by the Insurer, its founder or a person entitled to give mandatory instructions to the Insurer.

Related entity: Uralkali-Technology, Enterpro Services LTD



Relation basis: An affiliated entity of a shareholder who jointly with its affiliated persons owns more than 20% of the authorized capital is a transaction party.

The share of Uralkali-Technology in Uralkali is 38.43%.

The share of Enterpro Services LTD in Uralkali is 0.92%.

The share of Uralkali-Technology in ZAO AIG is 0%.

The share of Enterpro Services LTD in ZAO AIG is 0%.

**The transaction was approved by the Annual General Meeting of Shareholders of Uralkali on 17.02.2016 (AGMS protocol No. 51 of 22.06.2016).**