

Corporate Event Notice
Decisions adopted by the issuer's board of directors

1. General information	
1.1. Full trademark name of the issuer	<i>Open Joint Stock Company "Uralkali"</i>
1.2. Abbreviated trademark name of the issuer	<i>OJSC "Uralkali"</i>
1.3. Issuer's address	<i>Russian Federation, 618426, Perm Region, Berezniki, Pyatiletki Street, 63</i>
1.4. Issuer's MSRN	<i>1025901702188</i>
1.5. Issuer's TIN	<i>5911029807</i>
1.6. Issuer's unique code assigned by the registration authority	<i>00296-A</i>
1.7. Address of the webpage on the Internet utilized by the issuer for information disclosure	<i>1. http://www.uralkali.com 2. http://www.e-disclosure.ru/portal/company.aspx?id=1233</i>
2. Notice	
<p>2.1. Quorum of the meeting of the issuer's board of directors - <i>7 of 9 elected members of the Board of Directors participated in the meeting of the Board of Directors (7 of 9 elected members of the Board of Directors attended the meeting of the Board of Directors). Accordingly, a quorum was present as more than half of the elected members of the Board of Directors were present.</i></p> <p>Results of voting on agenda items: - <i>The decision on items N 1-5, 7, 8, 10-20 of the agenda of the meeting of the Board of Directors were adopted unanimously by all Board members who were in attendance.</i> <i>The decision on item N 21 was adopted unanimously by all of the independent members of the Board of Directors who have not vested interest in the transactions in question.</i> <i>Decisions on items N6, 9 were not made due to the fact that pursuant to Article 79 (paragraph 1, Clause 2)(of the Federal Law "On Joint Stock Companies", decisions to approve major transactions where the subject matter is property whose value is from 25% to 50% of the balance-sheet value of the assets of the company must be adopted unanimously by all board members (members of the supervisory board).</i></p>	
<p>2.2. Essence of decisions, adopted by the meeting of the issuer's board of directors -</p>	
<p>AGENDA ITEM N 1. Approval of consolidated abbreviated interim financial information for the 6-month period ended on 30 June 2013 prepared in compliance with the IFRS</p> <p>The resolution:</p> <p>1.1. Based on the recommendation of the Audit Committee of the Board of Directors of OJSC "Uralkali" (Minutes N 35 dated 05.09.2013), to approve the consolidated condensed interim financial information prepared in compliance with the IFRS for the 6-month period ended 30 June 2013.</p> <p>To authorize the Acting General Director of OJSC "Uralkali", Director for Economics and Finance of OJSC "Uralkali" Victor Belyakov to sign on behalf of OJSC "Uralkali" the consolidated condensed interim financial information of Uralkali Group prepared in compliance with the IFRS for the 6-month period ended 30 June 2013.</p> <p>1.2. Based on the recommendation of the Audit Committee of the Board of Directors of OJSC "Uralkali" (Minutes N 35 dated 05.09.2013), to approve the consolidated condensed interim financial statements prepared in compliance with the IFRS for the 6-month period ended 30 June 2013.</p> <p>To authorize the Acting General Director of OJSC "Uralkali", Director for Economics and Finance of OJSC "Uralkali" Victor Belyakov to sign on behalf of OJSC "Uralkali" the consolidated condensed interim financial statements of Uralkali Group prepared in compliance with the IFRS for the 6-month period ended 30 June 2013.</p>	
<p>AGENDA ITEM N 2. Company Report for 1H 2013.</p> <p>The resolution:</p>	

1. To take under advisement the Report of OJSC “Uralkali” for 1H 2013 (enclosed).
2. The Board of Directors of OJSC “Uralkali” fully supports Vladislav Baumgertner, Uralkali CEO, who has been unlawfully held in custody by the law-enforcement authorities of the Republic of Belarus. The Board considers all accusations against Mr Baumgertner and other Uralkali employees to be completely unfounded and politically motivated.

Uralkali is one of the most efficient potash producers in the world, managed by a strong team of professionals. The Company continues to operate and successfully fulfills its obligations to customers.

3. To approve the terms and conditions of the additional agreement with the General Director of OJSC “Uralkali” (enclosed).

AGENDA ITEM N 3. Board Committees of OJSC “Uralkali”

The resolution:

- 3.1. To establish the size of the Appointments and Remuneration Committee of the Board of Directors of OJSC “Uralkali” as 5 (five) members.

To establish the following personal composition of the Appointments and Remuneration Committee of the Board of Directors of OJSC “Uralkali”:

1. Anna Kolonchina
2. Vladislav Mamulkin
3. Sir Robert John Margetts
4. Paul James Ostling
5. Gordon Holden Sage

To elect Ms. Anna Kolonchina as Chair of the Appointments and Remuneration Committee of the Board of Directors of OJSC “Uralkali”.

- 3.2. To establish the size of the Investments and Development Committee of the Board of Directors of OJSC “Uralkali” as 5 (five) members

To establish the following personal composition of the Investments and Development Committee of the Board of Directors of OJSC “Uralkali”:

1. Anna Kolonchina
2. Anton Averin
3. Sir Robert John Margetts
4. Paul James Ostling
5. Gordon Holden Sage

To elect Mr. Anton Averin as Chair of the Investments and Development Committee of the Board of Directors of OJSC “Uralkali”

- 3.3. To establish the size of the Corporate Social Responsibility Committee of the Board of Directors of OJSC “Uralkali” as 5 (five) members.

To establish the following personal composition of the Corporate Social Responsibility Committee of the Board of Directors of OJSC “Uralkali”:

1. Sir Robert John Margetts
2. Anton Averin
3. Vladislav Baumgertner
4. Paul James Ostling
5. Gordon Holden Sage

To elect Sir Robert John Margetts as Chair of the Corporate Social Responsibility Committee of the Board of Directors of OJSC “Uralkali”

AGENDA ITEM N 4. Reports of the Board Committees of OJSC “Uralkali”

The resolution:

- 4.1.

1. To take under advisement the report of the Audit Committee of the Board of Directors of OJSC "Uralkali".
2. To take under advisement the report of the Appointments and Remuneration Committee of the Board of Directors of OJSC "Uralkali".
3. To take under advisement the report of the Corporate Social Responsibility Committee of the Board of Directors of OJSC "Uralkali".

4.2. To appoint Mr. Valdas Laurinavichus as Head of the Internal Audit Department as of 01 November 2013.

AGENDA ITEM N 5. Determination of the value of the property/services that may be alienated/acquired as a result of the entry into, and performance of, a major transaction / series of related transactions relating to the raising of financing from Sberbank of Russia.

The resolution:

To determine pursuant to Articles 78 and 79 of Federal Law No. 208-FZ on Joint Stock Companies, dated 26.12.1995 (the "JSC Law"), that the value of the property/services that may be alienated/acquired as a result of the entry into, and performance of, a series of related transactions between OJSC Uralkali (Borrower) and Sberbank of Russia (Lender), being a major transaction for OJSC Uralkali, namely (i) Agreement No. 29-NKL on a Non-Revolving Credit Facility dated 15.09.2011, including Amendment Agreement No. 1 dated 03.02.2012, Amendment Agreement No. 2 dated 29.03.2013 and Amendment Agreement No. 3, (ii) Agreement No. 5480 on a Non-Revolving Credit Facility dated 23.11.2011, including Amendment Agreement No. 1 dated 09.12.2011, Amendment Agreement No. 2 dated 27.12.2011, Amendment Agreement No. 3 dated 20.04.2012, Amendment Agreement No. 4 dated 27.04.2012, Amendment Agreement No. 5 dated 14.11.2012, Amendment Agreement No. 6 dated 07.03.2013, Amendment Agreement No. 7 dated 04.06.2013, Amendment Agreement No. 8 dated 12.07.2013 and Amendment Agreement No. 9 dated 12.07.2013 (for the purposes of this agenda item, collectively, "**Credit Agreement No. 5480 dated 23.11.2011**"), and (iii) Agreement No. 8-NKL on a Non-Revolving Credit Facility dated 01.07.2013, shall be calculated based on the following:

- (i) with respect to Agreement No. 29-NKL on a Non-Revolving Credit Facility dated 15.09.2011, including Amendment Agreement No. 1 dated 03.02.2012, Amendment Agreement No. 2 dated 29.03.2013 and Amendment Agreement No. 3 between OJSC Uralkali (Borrower) and Sberbank of Russia (Lender), the value of the property to be acquired/alienated by OJSC Uralkali is comprised of the following:
 - principal amount of RUB 9,000,000,000;
 - interest accruing on the principal amount over the term of the credit facility at a rate of MosPrime 3M as of the quotation date plus 1.5% per annum, with MosPrime fixed on a quarterly basis, or, if MosPrime is unavailable for a period of 10 business days, at a fixed rate of 9.75% per annum; and
 - any fees and other payments envisaged by Agreement No. 29-NKL on a Non-Revolving Credit Facility dated 15.09.2011;
- (ii) with respect to Credit Agreement No. 5480 dated 23.11.2011, the value of the property to be acquired/alienated by OJSC Uralkali is comprised of the following:
 - principal amount of RUB 66,000,000,000;
 - interest accruing on the principal amount over the term of the credit facility, starting from the effective date of the credit facility and ending on 27.08.2012, inclusive, at a fixed rate of 9.05% per annum, and from 28.08.2012 until the date that the credit facility is fully repaid at a variable rate of 9.05% per annum (if the portion of revenues for the half-year placed in the accounts of OJSC Uralkali with Sberbank of Russia amounts to 35% or more of total OJSC Uralkali revenues for such period), or 10.05% per annum (if the portion of revenues for the half-year placed in the accounts of OJSC Uralkali with Sberbank of Russia amounts to less than 35% of total OJSC Uralkali revenues for such period); and
 - any fees and other payments envisaged by Credit Agreement No. 5480 dated 23.11.2011;

(iii) with respect to Agreement No. 8-NKL on a Non-Revolving Credit Facility dated 01.07.2013, the value of the property to be acquired/alienated by OJSC Uralkali is comprised of the following:

- principal amount of US\$ 400,000,000;
- interest accruing on the principal amount over the term of the credit facility at a rate of LIBOR 3m plus 3.1% per annum, with LIBOR fixed on a quarterly basis, or, if LIBOR is unavailable for a period of 10 business days, at a fixed rate of up to 5% per annum; and
- any fees and other payments envisaged by Agreement No. 8-NKL on a Non-Revolving Credit Facility dated 01.07.2013,

and represents more than 25% and less than 50% of the balance sheet asset value of OJSC Uralkali as shown in its accounting records prepared in accordance with RAS as of the last reporting date, being 30.06.2013.

AGENDA ITEM N 6. Approval of a major transaction (series of related transactions) on JSC Uralkali debt financing by Sberbank of Russia.

Due to the fact that 7 of 9 Board members voted in support, the resolution was not passed.

AGENDA ITEM N 7. On proposing the issue of approval of major transaction (series of related transactions) on JSC Uralkali debt financing by Sberbank of Russia for consideration of an extraordinary general meeting of JSC Uralkali shareholders and on recommendation to the extraordinary general meeting of JSC Uralkali shareholders to approve such transaction (series of related transactions) as a major transaction.

The resolution:

- 1) To take into account that Agreement No. 5480 on a Non-Revolving Credit Facility dated 23.11.2011 between OJSC Uralkali (Borrower) and Sberbank of Russia (Lender), including Amendment Agreement No. 1 dated 09.12.2011, Amendment Agreement No. 2 dated 27.12.2011, Amendment Agreement No. 3 dated 20.04.2012, Amendment Agreement No. 4 dated 27.04.2012 and Amendment Agreement No. 5 dated 14.11.2012 (for the purposes of this item 3, collectively, "Credit Agreement No. 5480 dated 23.11.2011"), was approved by:
 - Resolution of the Board of Directors of OJSC Uralkali as of 06.10.2011 (Minutes No. 258 dated 07.10.2011);
 - Resolution of the Board of Directors of OJSC Uralkali as of 25.10.2011 (Minutes No. 259 dated 25.10.2011);
 - Resolution of the Board of Directors of OJSC Uralkali as of 24.02.2012 (Minutes No. 263 dated 27.02.2012);
 - Resolution of the General Meeting of Shareholders of OJSC Uralkali as of 16.04.2012 (Minutes No. 32 of the Extraordinary General Meeting of Shareholders dated 17.04.2012);
 - Resolution of the Board of Directors of OJSC Uralkali as of 26.04.2012 (Minutes No. 265 dated 27.04.2012); and
 - Resolution of the Board of Directors of OJSC Uralkali as of 22.10.2012 (Minutes No. 270 dated 22.10.2012).
- 2) Pursuant to paragraph 2 of Article 79.2 of the JSC Law to table an item on the approval of a series of related transactions, being a major transaction for OJSC Uralkali, for the consideration of the extraordinary general meeting of shareholders of OJSC Uralkali and to propose that the extraordinary general meeting of shareholders of OJSC Uralkali approve as a major transaction the following related transactions:
 - (a) Agreement No. 29-NKL on a Non-Revolving Credit Facility dated 15.09.2011 between OJSC Uralkali (Borrower) and Sberbank of Russia (Lender), including Amendment Agreement No. 1 dated 03.02.2012 and Amendment Agreement No. 2 dated 29.03.2013, on

the following terms and conditions:

- (i) Subject matter of the transaction: provision of credit in the form of a non-revolving credit facility;
- (ii) Facility amount: RUB 9,000,000,000;
- (iii) Final Maturity Date: 14.09.2016;
- (iv) Purpose of financing: financing of operating and investment activities of OJSC Uralkali, refinancing of existing liabilities, issue/repayment of loans, acquisition of shares/participation interests in the share capital of companies, including buyback of own exchange-traded bonds and shares and payment of dividends;
- (v) Availability Period: from 15.09.2011 to 14.12.2011;
- (vi) Repayment: quarterly in twelve equal instalments starting from 20.12.2013;
- (vii) Interest rate:
 - MosPrime 3M as of the quotation date plus up to 1.5% per annum, with MosPrime fixed on a quarterly basis; or
 - if MosPrime is unavailable for a period of 10 business days, a fixed rate of up to 9.75% per annum;
- (viii) Sberbank of Russia may increase the interest rate specified in paragraph (vii) of this item (a), including, without limitation, in connection with any increase of the refinancing rate by the Central Bank of Russia;
- (ix) Interest Payment: interest is payable quarterly on the 20th day of the third month of the calendar quarter and on the final maturity date;
- (x) Upfront Fee: 0.35% of the facility amount, being RUB 31,500,000, payable once prior to the first drawdown, but not later than 22.09.2011;
- (xi) Commitment Fee: 1% per annum of the facility amount on the undrawn amount of the credit facility payable on the interest payment dates;
- (xii) Break Fee: 0.5% of the prepayment amount; and
- (xiii) Late payment (default) penalty: two times the interest rate under the credit facility per annum on the amount of the late payment for each day of delay during the period starting from the date of such default (not including such date) and until repayment in full of the amount in default (inclusive),

as well as Amendment Agreement No. 3 which provides, among other things, that OJSC Uralkali must obtain Sberbank of Russia's prior written approval for adopting a decision to pay dividends to OJSC Uralkali's shareholders in an amount exceeding 75% of its net profit pursuant to its audited consolidated financial statements prepared in accordance with IFRS;

- (b) Agreement No. 5480 on a Non-Revolving Credit Facility dated 23.11.2011 between OJSC Uralkali (Borrower) and Sberbank of Russia (Lender), including Amendment Agreement No. 1 dated 09.12.2011, Amendment Agreement No. 2 dated 27.12.2011, Amendment Agreement No. 3 dated 20.04.2012, Amendment Agreement No. 4 dated 27.04.2012 and Amendment Agreement No. 5 dated 14.11.2012, in accordance with the terms and conditions approved by:
 - (i) Resolution of the Board of Directors of OJSC Uralkali as of 06.10.2011 (Minutes No. 258 dated 07.10.2011);
 - (ii) Resolution of the Board of Directors of OJSC Uralkali as of 25.10.2011 (Minutes No. 259 dated 25.10.2011);
 - (iii) Resolution of the Board of Directors of OJSC Uralkali as of 24.02.2012 (Minutes No. 263 dated 27.02.2012);

- (iv) Resolution of the General Meeting of Shareholders of OJSC Uralkali as of 16.04.2012 (Minutes No. 32 of the Extraordinary General Meeting of Shareholders dated 17.04.2012);
- (v) Resolution of the Board of Directors of OJSC Uralkali as of 26.04.2012 (Minutes No. 265 dated 27.04.2012); and
- (vi) Resolution of the Board of Directors of OJSC Uralkali as of 22.10.2012 (Minutes No. 270 dated 22.10.2012),

as well as Amendment Agreement No. 6 dated 07.03.2013, Amendment Agreement No. 7 dated 04.06.2013, Amendment Agreement No. 8 dated 12.07.2013 and Amendment Agreement No. 9 dated 12.07.2013, which provides for the following changes to the material terms and conditions:

- (i) Purpose of financing: financing of operational and investment activities of OJSC Uralkali, including, but not limited to, financing of the manufacture of export production, refinancing of existing liabilities (except liabilities in respect of OJSC Sberbank of Russia), provision of loans for the purpose of buyback of own shares/bonds/global depository receipts representing shares of OJSC Uralkali, acquisition of shares/participation interests in the share capital of companies, including own exchange-traded shares/bonds/global depository receipts representing shares of OJSC Uralkali, and payment of dividends (including payment of taxes withheld from the income of taxpayers being recipients of dividends);
 - (ii) Availability Period: until 31.07.2013; and
 - (iii) Final Maturity Date: 22.11.2014;
- (c) Agreement No. 8-NKL on a Non-Revolving Credit Facility dated 01.07.2013 between OJSC Uralkali (Borrower) and Sberbank of Russia (Lender) on the following terms and conditions:
- (i) Subject matter of the transaction: provision of credit in the form of a non-revolving credit facility;
 - (ii) Facility amount: US\$ 400,000,000;
 - (iii) Final Maturity Date: 30.06.2020;
 - (iv) Purpose: financing of operational and investment activities of OJSC Uralkali, including, but not limited to, refinancing of existing liabilities, issue/repayment of loans, acquisition of shares/participation interests in the share capital of companies, including buyback of own exchange-traded shares/bonds and payment of dividends;
 - (v) Availability Period: from 01.07.2013 to 31.12.2013;
 - (vi) Repayment: annually in six equal instalments starting from 01.07.2015;
 - (vii) Interest rate:
 - LIBOR 3m plus up to 3.1% per annum, with LIBOR fixed on a quarterly basis; or
 - if LIBOR is unavailable for a period of 10 business days, a fixed rate of up to 5% per annum;
 - (viii) Sberbank of Russia may increase the interest rate specified in paragraph (vii) of this item (c), including, without limitation, in connection with any changes in domestic and international financial markets as compared to the markets on the date the credit facility took effect;
 - (ix) Interest Payment: interest is payable quarterly on the 27th day of the second month of the calendar quarter and on the final maturity date;
 - (x) Upfront Fee: 0.7% of the facility amount payable once prior to the first drawdown, but

not later than 01.07.2013;

- (xi) Commitment Fee: 0.5% of the facility amount on the undrawn amount of the credit facility payable on the interest payment dates;
- (xii) Late payment (default) penalty: 1.5 times the floating interest rate under the credit facility per annum on the amount of the late payment for each day of delay during the period starting from the date of such default (not including such date) and until repayment in full of the amount in default (inclusive);
- (xiii) Break Fee: calculated in accordance with the following formula:

$PF = ((IRS1 - IRS2) * PA * t) / T$, where:

PF means the break fee in Rubles;

IRS1 means the Interest Rate Swap for the term of the facility (to be fixed as of 30.06.2013);

IRS2 means the Interest Rate Swap for the remaining maturity (to be fixed as of the day preceding the prepayment date), being determined on the basis of the following table:

Remaining Maturity	IRS
from 2556 to 3650 days	7Y
from 2191 to 2555 days	6Y
from 1826 to 2190 days	5Y
from 1461 to 1825 days	4Y
from 1096 to 1460 days	3Y
from 731 to 1095 days	2Y
from 366 to 730 days	1Y
from 181 to 365 days	LIBOR 6M
from 91 to 180 days	LIBOR 3M
from 61 to 90 days	LIBOR 2M
from 31 to 60 days	LIBOR 1M
from 15 to 30 days	LIBOR 2W
from 7 to 14 days	LIBOR 1W
from 1 to 6 days	LIBOR ON

IRS means the amount of interest rate swap for the period corresponding to the remaining maturity calculated in accordance with the following formula: $(IRS \text{ ask} + IRS \text{ bid})/2$ published by Bloomberg on the page of the company GFI: GFIR 2;

PA means the prepaid amount of the facility (or part thereof);

t means the remaining maturity (time difference between maturity date for the respective credit transaction and prepayment date);

T means number of days in the calendar year in the period, being "t"; and

- (xiv) OJSC Uralkali must obtain Sberbank of Russia's prior written approval for adopting a

decision to pay dividends to OJSC Uralkali's shareholders in an amount exceeding 75% of its net profit pursuant to its audited consolidated financial statements prepared in accordance with IFRS.

AGENDA ITEM N 8. On determining the price of the property which may alienated (acquired) as a result of OJSC Uralkali entering into and executing a major transaction (aggregate of interrelated transactions) on debt financing by JSC VTB Bank and/or its affiliated entities.

The resolution:

In accordance with Articles 77 and 78 of the Federal Law "On joint stock companies" to establish that the price (estimated monetary value) of the property (based on its market value), which may be alienated (acquired) as a result of entering into and execution by OJSC Uralkali of a major transaction (aggregate of interrelated transactions) on debt financing by JSC VTB Bank and/or its affiliated entities, consists of:

(A) with respect to transaction on attraction by OJSC Uralkali of unsecured term loan facility, entered into 5 August 2013 (the "Loan"):

- i. the principal sum in the amount of up to 32,850,000,000 rubles inclusively;
- ii. the sum of interest on principal amount for the Loan disbursement period at the rate of up to 3 months MOSPRIME rate plus up to 3% per annum;
- iii. upfront fee in the amount of up to 2% of the Loan amount;
- iv. agency fee in the amount of 500,000 rubles per annum during the Loan term;
- v. sum of fees and other payments stipulated by the Loan transaction documentation;

(B) with respect to the cross-currency interest swap (the "Swap"), entered into 15 August 2013 under reg. No. 813 on the basis of the Master Agreement on Derivative Transactions on Financial Markets between JSC VTB Bank and JSC Uralkali of 15 August 2013 (the "Master Agreement"), the sum of payments to be determined with due account for conditions listed below:

- (i) the notional sum for JSC Uralkali equals USD 1,000,000,000 (One Billion US dollars), including quarterly amortization in equal parts, on the dates of interest payments, starting from the date of interest payments for the Ninth (9) interest period;
- (ii) the notional sum for JSC VTB Bank equals RUB 32,850,000,000.00 (Thirty Two Billion Eight Hundred Fifty Million Rubles), including quarterly amortization in equal parts, on the dates of interest payments, starting from the date of interest payments for the 9 (ninth) interest period;
- (iii) the sums of interest payments for JSC Uralkali are calculated with respect to the above indicated notional sum for JSC Uralkali, including amortization, with application of the rate which for every interest period equals the sum of spread in the amount of not more than 4% and the greater of the following values: the applicable 3 month BBA USD-LIBOR rate (effective as of the end date of the appropriate interest period) or 1.00% per annum. The interest payments are made on a quarterly basis, on the Fifth (5) day of each third month starting from the date of entering into the Swap transaction, taking into account the applicable condition of term ending on non-business day;
- (iv) the sums of interest payments for JSC VTB Bank are calculated with respect to the above indicated notional sum for JSC VTB Bank, including amortization, with application of the rate which for each interest period equals the sum of spread in the amount of not more than 3% and the value of applicable 3 month RUB-MOSPRIME-NFEA rate (effective as of the start date of the appropriate interest period). The interest payments are made in rubles on a quarterly basis, on the Fifth (5) day of each third month starting from the date of entering into the Swap transaction, taking into account the applicable condition of term ending on non-business day.

- (v) each of the sums of intermediate payment for JSC Uralkali is equal to the sum of quarterly amortization of the notional sum for JSC Uralkali and is paid on the interest payment dates, starting from the interest payment date for the Ninth (9) interest period;
- (vi) the sum of final payment for JSC Uralkali is equal to the sum of quarterly amortization of the notional sum for JSC Uralkali and is paid on the ending date of the Swap transaction term;
- (vii) each of the sums of intermediate payment for JSC VTB Bank is equal to the sum of quarterly amortization of the notional sum for JSC VTB Bank and is paid on the interest payment dates, starting from the interest payment date for the Ninth (9) interest period;
- (viii) the sum of final payment for JSC VTB Bank is equal to the sum of quarterly amortization of the notional sum for JSC VTB Bank and is paid on the ending date of the Swap transaction term;
- (ix) Swap transaction term – until 5 August 2018, taking into account the applicable condition of term ending on non-business day;
- (x) JSC Uralkali performs all payments on the Swap transaction in rubles at RUB CME-EMTA rate effective as of the payment date;
- (xi) settlements on the Swap transaction are performed in rubles with application of payment netting;
- (xii) JSC Uralkali undertakes other obligations stipulated by the Swap transaction documentation;

(C) with respect to the following transactions:

- (i) transactions on borrowing by JSC Uralkali of a loan secured by its rights under export contracts (the "Pre-Export Facility"):
 - (a) the principal sum in the amount of up to 1 billion US dollars inclusively;
 - (b) the sum of interest on the principal debt amount for the Pre-Export Facility disbursement period at the following rate: (a) 3 months LIBOR rate plus not more than 6% per annum or (b) fixed rate in the amount of not more than 7% per annum;
 - (c) upfront fee in the amount of not more than 2% of the Pre-Export Facility amount;
 - (d) agency fee in the amount of not more than 30,000 US dollars per annum during the Pre-Export Facility term;
 - (e) security agent fee in the amount of not more than 30,000 US dollars per annum during the Pre-Export Facility term;
 - (f) commitment fee in the amount of not more than 2% per annum on the unused loan sum for each tranche;
 - (g) prepayment fee in the following amount: during 27 months from the date of signing of the pre-export facilities agreement the payment for early prepayment shall not exceed the sum of interest which would be paid in accordance with the provisions of the pre-export facilities agreement on the sum of prepayment if such sum was paid in full volume on the date of full repayment of the Pre-Export Facility. Upon expiry of 27 months from the date of signing of the pre-export facilities agreement, the payment for early prepayment shall not exceed 1.5% of the early prepayment sum;
 - (h) commitment termination fee in the amount of not more than 0.5% per annum on the sum of terminated loan obligations; and
 - (i) the sums of fees and other payments stipulated by the Pre-Export Facility transaction

documentation,

(ii) agreement on security assignment of JSC Uralkali rights under export contracts entered into between JSC Uralkali and international off-taker (Uralkali Trading SA or any other subsidiary of JSC Uralkali, agreed with the lenders), entered into between JSC Uralkali as the assignor and VTB Capital PLC or its affiliated entity as the assignee to secure JSC Uralkali obligations under the Pre-Export Facility:

(a) the sum of all JSC Uralkali obligations under the Pre-Export Facility;

(iii) one or several withdrawal agreements in respect of the Russian accounts of JSC Uralkali, entered into between JSC Uralkali as the borrower, VTB Capital PLC or its affiliated entity as the security agent and JSC VTB Bank or other banks in which the appropriate accounts of JSC Uralkali are opened in accordance with the terms of the pre-export facilities agreement, as the account bank for securing JSC Uralkali obligations under the Pre-Export Facility:

(a) the sum of all JSC Uralkali obligations under the Pre-Export Facility,

(iv) one or several JSC Uralkali account(s) pledge agreements, entered into between JSC Uralkali as the borrower, VTB Capital PLC or its affiliated entity as the security agent and, if applicable in accordance with the appropriate jurisdiction law, the account banks in which the appropriate accounts of JSC Uralkali are opened in accordance with the terms of the pre-export facilities agreement, as the account bank for securing JSC Uralkali obligations under the Pre-Export Facility:

(a) the sum of all JSC Uralkali obligations under the Pre-Export Facility,

which in total for the transactions listed in items (i) – (iv) above shall not exceed the sum in the amount of 1,350,000,000 US dollars,

which in total amounts to more than Twenty Five (25) but less than Fifty (50) percent of JSC Uralkali assets balance sheet value determined by JSC Uralkali financial reporting data, prepared in accordance with the Russian accounting standards, as of the last reported date.

AGENDA ITEM N 9. On approval of major transaction (series of related transactions) on JSC Uralkali debt financing by JSC VTB Bank and/or its affiliated entities.

Due to the fact that 7 of 9 Board members voted in support, the resolution was not passed.

AGENDA ITEM N 10. On proposing the issue of approval of major transaction (series of related transactions) on JSC Uralkali debt financing by JSC VTB Bank and/or its affiliated entities for consideration of an extraordinary general meeting of JSC Uralkali shareholders and on recommendation to the extraordinary general meeting of JSC Uralkali shareholders to approve such transaction (series of related transactions) as a major transaction.

The resolution:

In accordance with paragraph 2, item 2, Article 79 of the Federal Law "On joint stock companies", to propose to the extraordinary general meeting of JSC Uralkali shareholders to give consideration to the transaction (aggregate of interrelated transactions) on JSC Uralkali debt financing by JSC VTB Bank and/or its affiliated entities as a major transaction and to recommend to the extraordinary general meeting of JSC Uralkali shareholders to approve such transaction (aggregate of interrelated transactions) as a major transaction on the following essential conditions:

(A) The Term Loan Agreement related to borrowing by JSC Uralkali of unsecured term loan, entered into on 5 August 2013 (the "**Term Loan Agreement**"):

- Parties: JSC Uralkali as the borrower and VTB Capital PLC as the facility agent and the initial lender, as well as other entities which may become parties to the loan documentation in the future.
- Subject of the transaction: provision of unsecured non-revolving loan (the "**Loan**").

- Loan principal amount: up to 32,850,000,000 rubles.
- Final loan maturity date: the date which is 60 months from the date of the Term Loan Agreement signing.
- Interest rate: 3 months MOSPRIME rate plus not more than 3% per annum. The interest is paid on the last day of each interest period. The interest period amounts to 3 months. In case of market disruption event, the interest rate is to be calculated in accordance with Article 10 of the Term Loan Agreement.
- Upfront fee: not more than 2% of the loan sum. The upfront fee shall be paid according to the procedure stipulated by the upfront fee letter of 6 August 2013, entered into between the same parties.
- Agency fee: 500,000 rubles annually during the Loan term. The agency fee is paid according to the procedure stipulated by the agency fee letter of 5 August 2013, entered into between the same parties.
- Governing law: English.
- Security: none
- Expenses and other payments: JSC Uralkali undertakes to compensate to the lender(s) all expenses incurred in relation to the transaction, as well as to make other payments stipulated by the loan documentation.
- Other provisions: JSC Uralkali makes certain representations, guarantees and undertakes obligations to compensate possible damages (indemnity) and other obligations stipulated by the loan documentation.

(B) Master Agreement on Derivative Transactions on Financial Markets between OJSC VTB Bank and JSC Uralkali of 15 August 2013 (the "**Master Agreement**"), including confirmation on the cross-currency interest swap transaction (the "**Swap**"), entered into 15 August 2013 under reg. No. 813 on the basis of the Master Agreement:

- Parties to the transaction: JSC Uralkali and JSC VTB Bank.
- Purpose of the transaction: hedging currency risks with respect to the Loan.
- Subject of the transaction: (a) payment of monetary sums calculated on the basis of notional sum in rubles (including amortization) and notional sum in US dollars (including amortization) and agreed interest rates in respective currency; as well as (b) exchange of intermediate payment sums in rubles and US dollars during the transaction term and sums of final payment at the end of the transaction term. Settlements on the Swap transaction are performed in rubles with application of payment netting.
- The notional sum for JSC Uralkali equals One Billion (1,000,000,000) US dollars, including quarterly amortization in equal parts, on the interest payment dates, starting from the interest payment date for the Ninth (9) interest period.
- The notional sum for JSC VTB Bank equals Thirty Two Billion Eight Hundred Fifty Million (32,850,000,000.00) rubles, including quarterly amortization in equal parts, on the interest payment dates, starting from the interest payment date for the Ninth (9) interest period.
- The sums of interest payments for JSC Uralkali are calculated with respect to the above indicated notional sum for JSC Uralkali, including amortization, with application of the rate which for every interest period equals the sum of spread in the amount of not more than 4% and the greater of the following values: the applicable 3 month BBA USD-LIBOR rate (effective as of the end date of the appropriate interest period) or 1.00% per annum. The interest payments are made on a quarterly basis, on the Fifth (5) day of each third month starting from the date of entering into the Swap transaction, taking into account the applicable condition of term ending on non-business day.
- The sums of interest payments for JSC VTB Bank are calculated with respect to the above indicated notional sum for JSC VTB Bank, including amortization, with application of the rate which for each interest period equals the sum of spread in the amount of not more than 3% and the value of applicable 3 month RUB-MOSPRIME-NFEA rate (effective as of the start date of the appropriate interest period). The interest payments are made in rubles on a quarterly basis, on the Fifth (5) day of each third month starting from the date of entering into the Swap transaction, taking into account the applicable condition of term ending on non-business day.
- Each of the sums of intermediate payment for JSC Uralkali is equal to the sum of quarterly amortization of the notional sum for JSC Uralkali and is paid on the interest payment dates, starting from the interest payment date for the Ninth (9) interest period.
- The sum of final payment for JSC Uralkali is equal to the sum of quarterly amortization of the notional sum for JSC Uralkali and is paid on the ending date of the Swap transaction term.
- Each of the sums of intermediate payment for JSC VTB Bank is equal to the sum of quarterly amortization of the notional sum for JSC VTB Bank and is paid on the interest payment dates, starting from the interest payment date for the Ninth (9) interest period.
- The sum of final payment for JSC VTB Bank is equal to the sum of quarterly amortization of the notional

sum for JSC VTB Bank and is paid on the ending date of the Swap transaction term.

- Swap transaction term: until 5 August 2018, taking into account the applicable condition of term ending on non-business day.
- JSC Uralkali performs all payments on the Swap transaction in rubles at RUB CME-EMTA rate effective as of the payment date.
- Other provisions: JSC Uralkali undertakes other obligations stipulated by the Swap transaction documentation, including presentations and representations and guarantees, stipulated by Article 6 of the Master Agreement.

(C) Loan Facility Agreement related to attraction by JSC Uralkali of a loan secured by its rights under export contracts (the "**Pre-Export Facilities Agreement**"):

- Parties: JSC Uralkali as the borrower, VTB Capital PLC or its affiliated entity as facility agent and security agent, VTB Capital PLC and/or JSC VTB Bank (or its affiliated entities (including any of its affiliates, representative offices, branches and/or other separate divisions)) as the initial lender (initial lenders), as well as other entities which may become parties to the loan documentation in the future.
 - Subject of the transaction: provision of secured non-revolving loan, comprised of two tranches.
 - Loan Amount: up to 1 billion US dollars inclusively.
 - Final maturity date: the date which is 60 months from the date of the Pre-Export Facilities Agreement signing (the "**Maturity Date**").
 - Interest rate: (a) 3 months LIBOR rate plus not more than 6% per annum or (b) fixed rate in the amount of not more than 7% per annum. The interest is paid on the last day of each interest period. The interest period amounts to 3 months. In case of market disruption event, the interest rate is to be calculated in accordance with Article 10 of the Pre-Export Facilities Agreement.
 - Upfront fee: up to 2% of the loan sum.
 - Agency fee: up to 30,000 US dollars per year during the loan term.
 - Security agent fee: up to 30,000 US dollars per annum during the loan term.
 - Upfront fee, agency fee and security agent fee are paid in accordance with the fee letters, stipulated by the Pre-Export Facilities Agreement and entered into between VTB Capital PLC or its affiliated entity and/or JSC VTB Bank (or its affiliated entities (including any of its affiliates, representative offices, branches and/or other separate divisions)) and JSC Uralkali.
 - Commitment fee: up to 2% per annum for each tranche.
 - Prepayment fee: during 27 months from the date of signing of the Pre-Export Facilities Agreement the payment for early prepayment shall not exceed the sum of interest which would be paid in accordance with the provisions of the Pre-Export Facilities Agreement on the sum of prepayment if such sum was paid in full volume on the Maturity Date. Upon expiry of 27 months from the date of signing of the Pre-Export Facilities Agreement, the payment for early prepayment shall not exceed 1.5% of the early prepayment sum.
 - Commitment termination fee: up to 0.5% per annum on the sum of loan obligations.
 - Governing law: English.
 - Security:
 - (a) agreement on security assignment of JSC Uralkali rights under export contracts, described in detail in item (D) below;
 - (b) one or several withdrawal agreements in respect of the Russian accounts of JSC Uralkali, described in detail in item (E) below; and
 - (c) one or several JSC Uralkali account(s) pledge agreements, described in detail in item (F) below.
 - Expenses and other payments: JSC Uralkali undertakes to compensate to the lender(s) all expenses incurred in relation to the transaction, as well as to make other payments stipulated by the loan documentation.
 - Other provisions: JSC Uralkali makes certain representations, guarantees and undertakes obligations to compensate possible damages (indemnity) and other obligations stipulated by the loan documentation.
- (D) Agreement on security assignment of JSC Uralkali its rights under export contracts:
- Parties: JSC Uralkali as the assignor and VTB Capital PLC or its affiliated entity as the assignee.
 - Subject of the transaction: provision of security for JSC Uralkali obligations under the Pre-Export Facilities Agreement in the form of security assignment of rights under export contracts entered into between JSC Uralkali and international off-taker (Uralkali Trading SA or any other subsidiary of JSC Uralkali, agreed with the lenders).

- Sum: for the whole sum of JSC Uralkali obligations under the Pre-Export Facilities Agreement.
 - Term: for the whole term of JSC Uralkali obligations under the Pre-Export Facilities Agreement.
 - Governing law: English.
- (E) one or several withdrawal agreements in respect of the Russian accounts of JSC Uralkali:
- Parties: JSC Uralkali as the borrower, VTB Capital PLC or its affiliated entity as the security agent and JSC VTB Bank or other banks in which the appropriate accounts of JSC Uralkali are opened, as the account bank in accordance with the terms of the Pre-Export Facilities Agreement.
 - Subject of the transaction: provision of the right to withdraw funds from JSC Uralkali accounts on the basis of payment requests with the payer's pre-approved acceptance.
 - Sum: for the whole sum of JSC Uralkali obligations under the Pre-Export Facilities Agreement.
 - Term: for the whole term of JSC Uralkali obligations under the Pre-Export Facilities Agreement.
 - Governing law: Russian.
- (F) one or several JSC Uralkali account(s) pledge agreements:
- Parties: JSC Uralkali as the pledger, VTB Capital PLC or its affiliated entity as the pledge holder and, if applicable in accordance with the law of the jurisdiction in which the appropriate account is opened, the account bank.
 - Subject of the transaction: provision of security for JSC Uralkali obligations under the Pre-Export Facilities Agreement in the form of account pledge.
 - Sum: for the whole sum of JSC Uralkali obligations under the Pre-Export Facilities Agreement.
 - Term: for the whole term of JSC Uralkali obligations under the Pre-Export Facilities Agreement.
 - Governing law: English or the law of the appropriate jurisdiction in accordance with rules of which the account bank is regulated.

AGENDA ITEM N 11. Convocation of an extraordinary general shareholders meeting of OJSC “Uralkali” in the form of absentee voting

The resolution:

1. To convoke an extraordinary general shareholders meeting of OJSC “Uralkali” in the form of absentee voting (without joint presence of shareholders) (hereinafter the Meeting).
 2. To establish the date of compilation of the list of persons entitled to participate in the Meeting: 18 September 2013.
 3. To establish that completed voting ballots must be sent to the following addresses:
 - Open Joint Stock Company “Uralkali”, Russian Federation, 618426, Perm Region, Berezniki, Pyatiletki Street, 63
 - Closed Joint Stock Company “Registrar Intraco”, Russian Federation, 614990, Perm Region, Lenina Street, 64.
 4. To establish the deadline for receipt of completed voting ballots at the above addresses by 22 October 2013 (inclusive).
 5. To appoint Mr. Evgeniy Kotlyar as Presiding Chairman of the general shareholders meeting of OJSC “Uralkali” and Ms. Marina Shvetsova as Secretary of the Meeting.
 6. To approve the following personal composition of the organizing committee of the Meeting: S. Anikina, V. Belyakov, E. Vyletok, E. Kostareva, A. Pentyukhina, E. Samsonova, E. Samunin, O. Sidorova, K. Tola and M. Shvetsova.
- To appoint Victor Belyakov as Chairman and Marina Shvetsova as Deputy Chair of the organizing committee of the extraordinary general shareholders meeting of OJCS “Uralkali”.

AGENDA ITEM N 12. Establishment of the agenda of the general shareholders meeting of OJSC “Uralkali” in the form of absentee voting

The resolution:

To establish the following agenda of the extraordinary general shareholders meeting of OJSC “Uralkali” in the form of absentee voting on 22 October 2013:

1. Approval of a major transaction (series of related transactions) on JSC Uralkali debt financing by Sberbank of Russia.
2. Approval of a major transaction (series of related transactions) on JSC Uralkali debt financing by JSC VTB Bank and/or its affiliated entities.

AGENDA ITEM N 13. Approval of the draft resolutions of the extraordinary general shareholders meeting of OJSC “Uralkali”

The resolution:

To approve the draft resolutions of the extraordinary general shareholders meeting of OJSC “Uralkali” in the form of absentee voting on 22 October 2013 (enclosed).

AGENDA ITEM N 14. Preparation for the extraordinary general shareholders meeting of OJSC “Uralkali” in the form of absentee voting

The resolution:

1. To establish the following procedure of notification of the shareholders of OJSC “Uralkali” of Meeting convocation: to publish an announcement of the Meeting not later than on 20 September 2013 in the periodical indicated by the Charter of OJSC “Uralkali” – the daily newspaper “Rossiyskaya Gazeta” (founder – Government of the Russian Federation, registration number 302) and on the website of OJSC “Uralkali”: www.uralkali.com.

2. To approve the text of the announcement of the Meeting (enclosed)

3. To provide the following information (materials) to the shareholders in preparation for the Meeting:

- Minutes (extract from the Minutes) of the meeting of the Board of Directors dated 10 September 2013 where the decision to convoke the Meeting was made and where the price of the buyback of the shares of OJSC “Uralkali” was determined and the price of buyback was indicated;
- Copy of the report (extract from the report) of an independent appraiser [name of appraiser] determining the market value of one common uncertificated share of OJSC “Uralkali” for the purpose of making buyback requests;
- Calculation of the cost of net assets of OJSC “Uralkali” based on the accounting data for the last completed reporting period;
- Draft resolutions on the items on the agenda of the Meeting;

To determine that the materials which must be provided to the shareholders of OJSC “Uralkali” in preparation for the Meeting may be studied by the shareholders and/or copies of such documents may be provided to the shareholders for a fee which does not exceed the cost of production of the indicated copies starting from 20 September 2013 from 9:00 until 17:00 local time at the following address: Russia, Perm Region, Berezniki, Pyatiletki Street, 63, Administrative Building, 1, office 104, Corporate Department (telephones: (3424) 29-57-25, (3424) 29-57-55)) and (or) on the website of OJSC “Uralkali”: www.uralkali.com.

4. To approve the form and text of the voting ballot for each item on the agenda of the Meeting (enclosed).

5. To approve the instruction on the procedure of voting at the extraordinary general shareholders meeting of OJSC “Uralkali” (enclosed).

6. To determine that the instructions on the procedure of voting at the Meeting will be sent along with the voting ballot to each person entitled to participate in the Meeting by registered mail or courier delivery.

To establish the date on which the instructions on the procedure of voting at the Meeting and the voting ballot will be sent to the persons entitled to participate in the Meeting – not later than 1 October 2013.

AGENDA ITEM N 15. Convocation of an extraordinary general shareholders meeting of OJSC “Uralkali” in the form of joint presence of shareholders

1. Having reviewed the request of the company Wadge Holdings Ltd – a shareholder of OJSC “Uralkali” owning more than 10% of the voting shares of OJSC “Uralkali”- dated 06 September 2013 to convoke an extraordinary general shareholders meeting for the purpose of re-electing the members of the Board of Directors of OJSC “Uralkali”, to convoke an extraordinary general shareholders meeting of OJSC “Uralkali” in the form of a meeting (joint presence of shareholders) with preliminary mailing of voting ballots to the shareholders (hereinafter the Extraordinary Meeting)

2. To determine:

- That the Extraordinary Meeting will be held on 29 November 2013;
- That the Extraordinary Meeting will start at 10:00 am;
- That the registration of the persons participating in the Extraordinary Meeting will start at 08:00 am.

3. To determine that the venue of the Extraordinary Meeting and the place of registration of the persons participating in the Extraordinary Meeting is Open Joint Stock Company Uralkali, Russian Federation, 618426, Perm Region, Berezniki, Pyatiletki Street, 63.

4. To establish that the date of compilation of the list of persons entitled to participate in the Extraordinary Meeting is 18 September 2013.

5. To determine that completed voting ballots must be sent to the following addresses:

- Open Joint Stock Company “Uralkali”, Russian Federation, 618426, Perm Region, Berezniki, Pyatiletki Street, 63
- Closed Joint Stock Company “Registrator Intraco”, Russian Federation, 614990, Perm Region, Lenina

Street, 64.

6. To establish the deadline for receipt of voting ballots: 26 November 2013 (inclusive).
7. To appoint Mr. Evgeniy Kotlyar as Chair of the Meeting and Ms. Marina Shvetsova as Secretary of the Meeting.
8. To approve the following personal composition of the organizing committee of the Extraordinary Meeting: S. Anikina, V. Belyakov, E. Vyletok, E. Kostareva, A. Pentyukhina, E. Samsonova, V. Samunin, O. Sidorova, K. Tola and M. Shvetsova.
To appoint Mr. Victor Belyakov as Chairman and Ms. Marina Shvetsova as Deputy Chair of the organizing committee of the extraordinary general shareholders meeting of OJSC "Uralkali".

AGENDA ITEM N 16. Establishment of the agenda of the extraordinary general shareholders meeting of OJSC "Uralkali" in the form of joint presence of shareholders

The resolution:

To establish the following agenda of the extraordinary general shareholders meeting of OJSC "Uralkali" held on 29 November 2013:

1. Procedure of the extraordinary general shareholders meeting of OJSC "Uralkali"
2. Early termination of the powers of all members of the Board of Directors of OJSC "Uralkali".
3. Election of the members of the Board of Directors of OJSC "Uralkali"

AGENDA ITEM N 17. Preparation for the extraordinary general shareholders meeting of OJSC "Uralkali" in the form of joint presence of shareholders

The resolution:

1. To appoint the following persons as speakers at the extraordinary general shareholders meeting of OJSC "Uralkali" held on 29 November 2013:
 - Items 1-3 – Marina Shvetsova.
2. To appoint the following individuals to the presidium of the Extraordinary Meeting: Evgeniy Kotlyar, Victor Belyakov, Marina Shvetsova.
3. To recommend to the extraordinary general shareholders meeting of OJSC "Uralkali" held on 29 November 2013 to approve the Procedure of the extraordinary general shareholders meeting of OJSC "Uralkali" (enclosed).
4. To establish the following procedure of notification of the shareholders of OJSC "Uralkali" of convocation of the Extraordinary Meeting: to publish an announcement not later than on 20 September 2013 in the periodical indicated in the Charter of OJSC "Uralkali" – the daily newspaper "Rossiyskaya Gazeta" (founder – Government of the Russian Federation, registration number 302), and on the website of OJSC "Uralkali": www.uralkali.com.
5. To approve the text of the announcement (enclosed).
6. To approve the following list of materials (information) which must be provided to the shareholders in preparation for the Extraordinary Meeting:
 - Procedure of the extraordinary general shareholders meeting;
 - Draft resolutions on all items of the agenda of the extraordinary general shareholders meeting;
 - Information on the candidates for election to the Board of Directors of OJSC "Uralkali";
 - Information on availability (absence) of a written consent of candidates for election to the Board of Directors of OJSC "Uralkali";To determine that the materials which must be provided to the shareholders of OJSC "Uralkali" in preparation for the Meeting may be studied by the shareholders and/or copies of such documents may be provided to the shareholders for a fee which does not exceed the cost of production of the indicated copies starting from 01 November 2013 from 9:00 until 17:00 local time at the following address: Russia, Perm Region, Berezniki, Pyatiletki Street, 63, Administrative Building, 1, office 104, Corporate Department (telephones: (3424) 29-57-25, (3424) 29-57-55)) and (or) on the website of OJSC "Uralkali": www.uralkali.com.
7. To approve the procedure of voting at the extraordinary general shareholders meeting of OJSC "Uralkali" (enclosed).
8. To determine that the instructions on the procedure of voting at the Meeting will be sent along with the voting ballot to each person entitled to participate in the Meeting by registered mail or courier delivery.
To establish the date on which the instructions on the procedure of voting at the Meeting and the voting ballot will be sent to the persons entitled to participate in the Meeting – not later than 8 November 2013

AGENDA ITEM N 18. Approval of the Core Principles of the antitrust policy of OJSC “Uralkali”

The resolution:

To approve the Main Principles of the global antitrust policy of OJSC “Uralkali” (enclosed).

AGENDA ITEM N 19. Approval of the Core Principles of the anticorruption policy of OJSC “Uralkali”

The resolution:

To approve the Main Principles of the anticorruption policy of OJSC “Uralkali (enclosed).

AGENDA ITEM N 20. Permission to concurrently combine employment in OJSC “Uralkali” with employment in other organizations for a member of the Management Board of OJSC “Uralkali”.

The resolution:

To grant permission to concurrently combine employment in OJSC “Uralkali” with employment in other organizations (the list is enclosed). to Ms. Marina Shvetsova – member of the Management Board of OJSC “Uralkali”

AGENDA ITEM N 21. Related-party transactions

The resolution:

Contractor agreements, non-gratis services agreements (Section 1, Annex 1)

21.1.

1. The price of the property (services) which may be transferred (acquired) as a result of a related party transaction with OJSC “First Freight Company” indicated in Section 1, Annex 1 is based on the market price of the property and is less than 2% of the balance-sheet value of the assets of OJSC “Uralkali” as of the last reporting date.

2. To approve the related-party transactions between OJSC “Uralkali” and OJSC “First Freight Company” on the terms and conditions described in Section 1, Annex 1.

21.2.

1. The price of the property (services) which may be transferred (acquired) as a result of a related party transaction with CJSC “Solikamsk Construction Trust” indicated in Section 1, Annex 1 is based on the market price of the property and is less than 2% of the balance-sheet value of the assets of OJSC “Uralkali” as of the last reporting date.

2. To approve the related-party transactions between OJSC “Uralkali” and CJSC “Solikamsk Construction Trust” on the terms and conditions described in Section 1, Annex 1.

Supply Agreement (Section 2, Annex 1)

21.3.

1. The price of the property (services) which may be transferred (acquired) as a result of a related party transaction with CJSC “Solikamsk Construction Trust” indicated in Section 2, Annex 1 is based on the market price of the property and is less than 2% of the balance-sheet value of the assets of OJSC “Uralkali” as of the last reporting date.

2. To approve the related-party transactions between OJSC “Uralkali” and CJSC “Solikamsk Construction Trust” on the terms and conditions described in Section 2, Annex 1.

Insurance agreement (Section 3, Annex 1)

21.4.

1. The price of the property (services) which may be transferred (acquired) as a result of a related party transaction with OJSC “Alpha Insurance” indicated in Section 3, Annex 1 is based on the market price of the property and is less than 2% of the balance-sheet value of the assets of OJSC “Uralkali” as of the last reporting date.

2. To approve the related-party transactions between OJSC “Uralkali” and OJSC “Alpha Insurance” on the terms and conditions described in Section 3, Annex 1.

Lease agreement (Section 4, Annex 1)

21.5.

1. The price of the property (services) which may be transferred (acquired) as a result of a related party transaction with LLC “Sheriff-Berezniki” indicated in Section 4, Annex 1 is based on the market price of the property and is less than 2% of the balance-sheet value of the assets of OJSC “Uralkali” as of the last reporting date.

2. To approve the related-party transactions between OJSC “Uralkali” and LLC “Sheriff-Berezniki” on the

terms and conditions described in Section 4, Annex 1.

Loan Agreement (Section 5, Annex 1)

21.6.

1. The price of the property (services) which may be transferred (acquired) as a result of a related party transaction with LLC “Silvinit-Capital” indicated in Section 5, Annex 1 is based on the market price of the property and is less than 2% of the balance-sheet value of the assets of OJSC “Uralkali” as of the last reporting date.

2. The price of the property (services) which may be transferred (acquired) as a result of a related party transaction with LLC “Silvinit-Transport” indicated in Section 5, Annex 1 is based on the market price of the property and is less than 2% of the balance-sheet value of the assets of OJSC “Uralkali” as of the last reporting date.

3. To approve the related-party transactions between:

- OJSC “Uralkali” and LLC “Silvinit-Capital”,
- OJSC “Uralkali” and LLC “Silvinit-Transport”

On the terms and conditions described in Section 5, Annex 1

2.3. Date of the meeting of the issuer’s board of directors where the indicated resolutions were adopted - **10 September 2013**

2.4. Date and number of the minutes of the meeting of the issuer’s board of directors where the indicated resolutions were adopted – **10 September 2013, N 281.**

3. Signature

3.1. Director for Legal and Corporate Affairs

OJSC “Uralkali”

M. Shvetsova
(signature)

3.2. Date: 10 September 2013

SEAL.