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Public Joint Stock Company  
URALKALI

**EXTRACT FROM MINUTES N 311  
Meeting of the Board of Directors of PJSC Uralkali**

**Date and time:** 21 January 2016; 10:30 Moscow time

**Venue:** Moscow, 10 Presnenskaya Embankment, 29th floor, Naberezhnaya Tower Complex, block C

**In attendance were:**

1. Sergei Chemezov – Chairman of the Board of Directors,
2. Dmitry Konyaev – member of the Board of Directors,
3. Robert John Margetts – member of the Board of Directors,
4. Dmitry Mazepin – member of the Board of Directors,
5. Dmitry Osipov - member of the Board of Directors,
6. Paul James Ostling – member of the Board of Directors,
7. Dmitry Razumov – member of the Board of Directors,
8. Mikhail Sosnovsky – member of the Board of Directors.

8 of 9 elected members of the Board of Directors are present. According to paragraph 7.8 of the Regulations on the Board of Directors of PJSC Uralkali, the Board of Directors is legally qualified to pass resolutions concerning all items on the agenda of this meeting.

**Presiding chairperson:** Sergei Chemezov – Chairman of the Board of Directors of PJSC Uralkali.

**Secretary:** Maria Klimashevskaya – Secretary of the Board of Directors of PJSC Uralkali.

**Invitees:**

...

**Agenda of the meeting:**

...

3. Determination of the price of property (services) which may be acquired (transferred) as a result of execution of a major transaction (series of interrelated transactions) by PJSC Uralkali.
4. Submission of a major transaction (series of interrelated transactions) for review by the extraordinary general shareholders meeting of PJSC Uralkali and proposal to the extraordinary general shareholders meeting of PJSC Uralkali to approve the indicated transaction (series of interrelated transactions).

...

**ITEM 3: Determination of the price of property (services) which may be acquired (transferred) as a result of execution of a major transaction (series of interrelated transactions) by PJSC Uralkali.**

**Speaker:** Anton Vischanenko – Director for Economics and Finance, PJSC Uralkali.

**Issue put to the vote:**

In accordance with sub-paragraph 29 paragraph 9.3 of the Charter of PJSC Uralkali and Articles 77-79 of the Federal Law “On Joint Stock Companies” # 208-FZ dated 26 December 1995, to determine that the price of the property (services) which may be acquired (transferred) as a result of execution of a major transaction (series of interrelated transactions) by PJSC Uralkali– the Non-Revolving Credit Facility Agreement N 5877 between PJSC Uralkali as Borrower and PJSC Sberbank as Creditor (hereinafter Credit Agreement 1) with the total limit of US\$1,900,000,000, and the Non-Revolving Credit Facility Agreement N 5878 between PJSC Uralkali as Borrower and PJSC Sberbank as Creditor (hereinafter Credit Agreement 2) with the total limit of US\$2,000,000,000, being a

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major transaction (series of interrelated transactions) for PJSC Uralkali and related to the following transactions:

1. Non-Revolver Credit Facility Agreement N 8-NKL dated 01.07.2013 between PJSC Uralkali (Borrower) and PJSC Sberbank of Russia (Creditor) including amendments and addenda thereto (hereinafter Agreement N 8-NKL) which was approved (i) by the Board of Directors of PJSC Uralkali on 10.09.2013 (Minutes 281 dated 10.09.2013), (ii) the General Shareholders Meeting of PJSC Uralkali on 22.10.2013 (Minutes N36 dated 22.10.2013), (iii) the General Shareholders Meeting of PJSC Uralkali on 18.12.2013 (Minutes N38 of the Extraordinary General Shareholders Meeting dated 18.12.2013) and (iv) the Extraordinary General Shareholders Meeting of PJSC Uralkali on 09.12.2015 (Minutes N 48 dated 10.12.2015);
2. Non-Revolver Credit Facility Agreement N 29-NKL dated 15.09.2011 between PJSC Uralkali (Borrower) and PJSC Sberbank of Russia (Creditor) including amendments and addenda thereto (hereinafter Agreement N29-NKL) with was approved by (i) the Board of Directors of PJSC Uralkali on 10.09.2013 (Minutes N281 dated 10.09.2013), (ii) the General Shareholders Meeting of PJSC Uralkali on 22.10.2013 (Minutes N36 of the General Shareholders Meeting dated 22.10.2013), and (iii) the General Shareholders Meeting of PJSC Uralkali on 18.12.2013 (Minutes N38 of the Extraordinary General Shareholders Meeting dated 18.12.2013 and (iv) the Extraordinary General Shareholders Meeting of PJSC Uralkali on 09.12.2015 (Minutes N 48 dated 10.12.2015);
3. Non-Revolver Credit Facility Agreement N 5674 dated 19.12.2013 between PJSC Uralkali (Borrower) and PJSC Sberbank of Russia (Creditor) (hereinafter the Agreement N 5674) which was approved by the General Shareholders Meeting of PJSC Uralkali on 07.04.2014 (Minutes N40 of the General Shareholders Meeting of PJSC Uralkali dated 07.04.2014) and (ii) the Extraordinary General Shareholders Meeting of PJSC Uralkali on 09.12.2015 (Minutes N 48 dated 10.12.2015); AND
4. Non-Revolver Credit Facility Agreement N 5851 dated 09.09.2015 (with all amendments and addenda thereto) between PJSC Uralkali (Borrower) and PJSC Sberbank (Lender) (hereinafter the Agreement N 5851) approved by the Extraordinary General Shareholders Meeting of PJSC Uralkali (Minutes N 47 dated 18.11.2015),

is based on the market price of the property and is in aggregate more than 50% (fifty percent) of the balance-sheet value of the assets of the Company according to its RAS accounting statements as of the last reporting date.

**Voting results: IN SUPPORT - unanimous.**

**The resolution carries.**

**Resolution:**

In accordance with sub-paragraph 29 paragraph 9.3 of the Charter of PJSC Uralkali and Articles 77-79 of the Federal Law "On Joint Stock Companies" # 208-FZ dated 26 December 1995, to determine that the price of the property (services) which may be acquired (transferred) as a result of execution of a major transaction (series of interrelated transactions) by PJSC Uralkali– the Non-Revolver Credit Facility Agreement N 5877 between PJSC Uralkali as Borrower and PJSC Sberbank as Creditor (hereinafter Credit Agreement 1) with the total limit of US\$1,900,000,000, and the Non-Revolver Credit Facility Agreement N 5878 between PJSC Uralkali as Borrower and PJSC Sberbank as Creditor (hereinafter Credit Agreement 2) with the total limit of US\$2,000,000,000, being a major transaction (series of interrelated transactions) for PJSC Uralkali and related to the following transactions:

1. Non-Revolver Credit Facility Agreement N 8-NKL dated 01.07.2013 between PJSC Uralkali (Borrower) and PJSC Sberbank of Russia (Creditor) including amendments and addenda thereto (hereinafter Agreement N 8-NKL) which was approved (i) by the Board of Directors of PJSC Uralkali on 10.09.2013 (Minutes 281 dated 10.09.2013), (ii) the General Shareholders Meeting of PJSC Uralkali on 22.10.2013 (Minutes N36 dated 22.10.2013), (iii) the General Shareholders Meeting of PJSC Uralkali on 18.12.2013 (Minutes N38 of the Extraordinary General Shareholders Meeting dated 18.12.2013) and (iv) the Extraordinary General Shareholders Meeting of PJSC Uralkali on 09.12.2015 (Minutes N 48 dated 10.12.2015);
2. Non-Revolver Credit Facility Agreement N 29-NKL dated 15.09.2011 between PJSC Uralkali (Borrower) and PJSC Sberbank of Russia (Creditor) including amendments and addenda thereto (hereinafter Agreement N29-NKL) with was approved by (i) the Board of Directors of PJSC Uralkali on 10.09.2013

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(Minutes N281 dated 10.09.2013), (ii) the General Shareholders Meeting of PJSC Uralkali on 22.10.2013 (Minutes N36 of the General Shareholders Meeting dated 22.10.2013), and (iii) the General Shareholders Meeting of PJSC Uralkali on 18.12.2013 (Minutes N38 of the Extraordinary General Shareholders Meeting dated 18.12.2013 and (iv) the Extraordinary General Shareholders Meeting of PJSC Uralkali on 09.12.2015 (Minutes N 48 dated 10.12.2015);

3. Non-Revolving Credit Facility Agreement N 5674 dated 19.12.2013 between PJSC Uralkali (Borrower) and PJSC Sberbank of Russia (Creditor) (hereinafter the Agreement N 5674) which was approved by the General Shareholders Meeting of PJSC Uralkali on 07.04.2014 (Minutes N40 of the General Shareholders Meeting of PJSC Uralkali dated 07.04.2014) and (ii) the Extraordinary General Shareholders Meeting of PJSC Uralkali on 09.12.2015 (Minutes N 48 dated 10.12.2015); AND
4. Non-Revolving Credit Facility Agreement N 5851 dated 09.09.2015 (with all amendments and addenda thereto) between PJSC Uralkali (Borrower) and PJSC Sberbank (Lender) (hereinafter the Agreement N 5851) approved by the Extraordinary General Shareholders Meeting of PJSC Uralkali (Minutes N 47 dated 18.11.2015),

is based on the market price of the property and is in aggregate more than 50% (fifty percent) of the balance-sheet value of the assets of the Company according to its RAS accounting statements as of the last reporting date.

**ITEM 4: Submission of a major transaction (series of interrelated transactions) for review by the extraordinary general shareholders meeting of PJSC Uralkali and proposal to the extraordinary general shareholders meeting of PJSC Uralkali to approve the indicated transaction (series of interrelated transactions).**

**Speaker: Anton Vischanenko – Director for Economics and Finance, PJSC Uralkali.**

**Issue put to the vote:**

In accordance with p. 3 Article 79 of the Federal Law “On Joint Stock Companies” and sub-paragraph 14 p. 8.5 of the Charter of PJSC Uralkali, to submit a major transaction (series of interrelated transactions) – the Non-Revolving Credit Facility Agreement N 5877 between PJSC Uralkali as Borrower and PJSC Sberbank as Lender (hereinafter **Credit Agreement 1**), with the total limit of US\$ 1,900,000,000, and the Non-Revolving Credit Facility Agreement N 5878 related to the Credit Agreement 1, between PJSC Uralkali as Borrower and PJSC Sberbank as Creditor (hereinafter **Credit Agreement 2**), with the total limit of US\$ 2,000,000,000, on the following principal terms and conditions:

**1) Credit Agreement 1**

<b>1. Type of transaction</b>	Non-revolving credit facility agreement	
<b>2. Borrower</b>	PJSC Uralkali	
<b>3. Creditor</b>	PJSC Sberbank	
<b>4. Amount of financing (limit of the credit line)</b>	US\$1,900,000,000 (hereinafter the <b>Limit</b> )	
<b>5. Purpose of financing (purpose of the credit)</b>	<b>According to a preliminary written approval of the Creditor:</b> a) financing of statutory activities of the Borrower, provision of loans to third parties including subsidiary companies of the Borrower; b) other purposes preliminarily approved by the Creditor.	
<b>6. Period of financing</b>	Up to 84 months (inclusive).	
<b>7. Availability period</b>	From the 22 <sup>nd</sup> until the 47 <sup>th</sup> month (inclusive) of the date of execution of Credit Agreement 1.	
<b>8. Limit increase schedule</b>	The amount of the limit is increased during the availability period in accordance with the following schedule:	
	<b>Month of the date of execution of Credit Agreement 1</b>	<b>Amount of limit, US dollars</b>
	From the 22 <sup>nd</sup> to the 28 <sup>th</sup> (inclusive)	475,000,000
	From the 29 <sup>th</sup> to the 33 <sup>rd</sup> (inclusive)	950,000,000
	From the 34 <sup>th</sup> until the 41 <sup>st</sup> (inclusive)	1,425,000,000
	From the 42 <sup>nd</sup> until the 47 <sup>th</sup> (inclusive)	1,900,000,000

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9. Repayment of principal debt	<p>In 12 equal quarterly payments over the last 36 months of the Financing Period.</p> <p>A more exact/detailed procedure of loan repayment under Credit Agreement 1 is indicated in Credit Agreement 1</p>		
<b>10. Interest rate and procedure of interest accrual:</b>			
Adjustable	<p>The Borrower pays interest on the loan to the Creditor in accordance with an adjustable interest rate.</p> <p>The interest rate is determined on the basis of LIBOR 3M as of the quotation date plus <b>no more than 4.95 (four point nine five) percent per annum inclusive (fixed Margin)</b>. In accordance with Credit Agreement 1, LIBOR (London Interbank Offered Rate) is understood as the London Interbank Offered Rate in relation to deposits in US dollars fixed by ICE Benchmark Administration Limited (published by Thomson Reuters on the LIBOR01 page of the Reuters information system).</p>	<p>The LIBOR 3M rate is determined in compliance with the data provided on the page LIBOR01 of the Reuters information system as of 15-00 Moscow time on the quotation date. The Creditor will send a notification of the amount of the interest rate to the Borrower not later than on the first business day of the relevant interest period.</p> <p>If the Borrower does not receive the indicated notification, the interest rate will be calculated independently by the Borrower in compliance with the terms and conditions of Credit Agreement 1. Regardless of whether the Creditor sent/the Borrower received the indicated notification, the current amount of the interest rate under Credit Agreement 1 for the relevant interest period becomes effective as of the first day (inclusive) of the indicated interest period.</p> <p>If on the date of quotation of the LIBOR 3M rate under Credit Agreement 1:</p> <ul style="list-style-type: none"> <li>- LIBOR 3M rate is not published on the indicated page (including due to the relevant day being a holiday/day off), the amount of the LIBOR 3M rate will be determined on the basis of the nearest previous quotation date;</li> <li>- the period during which the LIBOR 3M rate on the indicated page is not published is at least 10 (ten) business days (for reasons unrelated to holidays/days off or a temporary technical malfunction during the publication of rates), the LIBOR 3M rate will be replaced by the LIBOR 3M substitute rate.</li> </ul> <p>According to Credit Agreement 1 "LIBOR 3M substitute rate" is a rate in percent per annum determined by the Creditor as an arithmetic average (rounded up to four digits after the point) of rates provided to the Creditor at the Creditor's request, which are offered by Reference Banks for the London Interbank Market as of 11:00 (London time) on the quotation date for rates offered in relation to deposits in US dollars for 3 (three) months. If the indicated rate is unavailable at the indicated time for any reason, the LIBOR 3M substitute rate will be determined as <b>no more than 6.5 (six point five) percent per annum (inclusive)</b>.</p> <p>Reference Banks are Deutsche Bank, Bank of America, HSBC, Credit Suisse, JP Morgan Chase and other banks or financial institutions appointed as such by the Creditor in consultation with the Borrower.</p> <p>Interest is accrued on the amount of effective debt starting from the date following the date of occurrence of the debt (inclusive) until the date of full repayment of the loan (inclusive).</p> <p><b>The interest rate and a more exact/detailed procedure settlements/determination of the interest rate under Credit Agreement 1 are indicated in Credit Agreement 1.</b></p>	
Procedure of interest payment	Quarterly		
11. Credit fees	Amount, calculation base and payment procedure		

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<p><b>- Commitment fee</b></p>	<p>Payable in the currency of the loan in the following amount and in compliance with the following procedure:</p> <ul style="list-style-type: none"> <li>- The first portion of the commitment fee of at least 1 (one) percent (inclusive), but no more than 2 (two) percent (inclusive) of the amount of maximum Limit under Credit Agreement 1 must be paid by the Borrower to the Creditor at the same time as the first drawdown on the Credit Agreement 1 in compliance with the procedure and conditions specified under Credit Agreement 1.</li> <li>- The second portion of the commitment fee in the amount of no more than 0.06 (zero point zero six) percent per annum (inclusive) of the amount of maximum Limit under Credit Agreement 1 is accrued for the period from the date of execution of Credit Agreement 1 (not inclusive of this date) until the 21<sup>st</sup> month of the date of execution of Credit Agreement 1 (inclusive) and must be paid by the Borrower to the Creditor on the payment dates specified under Credit Agreement 1.</li> </ul>																															
<p><b>- Drawdown fee</b></p>	<p>No more than 0.95 (zero point nine five) percent per annum (inclusive) of the amount of available (free) Limit under Credit Agreement 1.</p>	<p>Is accrued starting from the first date of Limit availability indicated in Credit Agreement 1. To be paid quarterly in the currency of the credit on the interest payment dates and on the final date of the availability period.</p>																														
<p><b>- Prepayment charge</b></p>	<p><b>Is charged</b> <b>In accordance with p. 13.3 below in case of early repayment of the loan (or a portion thereof)</b></p>	<p><b>Amount</b> The amount of the fee is determined in accordance with the following formula:  <math>PF = ((IRS1 - IRS2) * PA * t) / T</math>, where:            PF – prepayment charge,            IRS1 – Interest Rate Swap for the credit period (fixed on the date preceding the date of execution of Credit Agreement 1);            IRS2 - Interest Rate Swap for the remainder of the credit period (fixed on the date preceding the date of early repayment of the loan (or a portion thereof), and is determined in compliance with the following chart:</p> <table border="1" data-bbox="683 1335 1495 2096"> <thead> <tr> <th>Remaining credit period, calendar days</th> <th>IRS</th> </tr> </thead> <tbody> <tr> <td>From 2556 (two thousand five hundred six) to 2920 (two thousand nine hundred twenty)</td> <td>7Y</td> </tr> <tr> <td>From 2191 (two thousand one hundred ninety-one) to 2555 (Two thousand five hundred fifty-five)</td> <td>6Y</td> </tr> <tr> <td>From 1826 (one thousand eight hundred twenty-six) to 2190 (two thousand one hundred and ninety)</td> <td>5Y</td> </tr> <tr> <td>From 1461 (One thousand four hundred sixty-one) to 1825 (one thousand eight hundred twenty-five)</td> <td>4Y</td> </tr> <tr> <td>From 1096 (one thousand ninety-six) to 1460 (one thousand four hundred sixty)</td> <td>3Y</td> </tr> <tr> <td>From 731 (seven hundred thirty-one) to 1095 (one thousand ninety-five)</td> <td>2Y</td> </tr> <tr> <td>From 366 (Three hundred sixty-six) to 730 (seven hundred thirty)</td> <td>1Y</td> </tr> <tr> <td>From 181 (one hundred eighty-one) to 365 (three hundred sixty-five)</td> <td>Libor 6M</td> </tr> <tr> <td>From 91 (ninety-one) to 180 (one hundred eighty)</td> <td>Libor 3M</td> </tr> <tr> <td>From 61 (sixty-one) to 90 (ninety)</td> <td>Libor 2M</td> </tr> <tr> <td>From 31 (thirty-one) to 60 (sixty)</td> <td>Libor 1M</td> </tr> <tr> <td>From 15 (fifteen) to 30 (thirty)</td> <td>Libor 2W</td> </tr> <tr> <td>From 7 (seven) to 14 (fourteen)</td> <td>Libor 1W</td> </tr> <tr> <td>From 1 (one) to 6 (six)</td> <td>Libor ON</td> </tr> </tbody> </table> <p>IRS – interest rate swap for the remaining period of the credit</p>	Remaining credit period, calendar days	IRS	From 2556 (two thousand five hundred six) to 2920 (two thousand nine hundred twenty)	7Y	From 2191 (two thousand one hundred ninety-one) to 2555 (Two thousand five hundred fifty-five)	6Y	From 1826 (one thousand eight hundred twenty-six) to 2190 (two thousand one hundred and ninety)	5Y	From 1461 (One thousand four hundred sixty-one) to 1825 (one thousand eight hundred twenty-five)	4Y	From 1096 (one thousand ninety-six) to 1460 (one thousand four hundred sixty)	3Y	From 731 (seven hundred thirty-one) to 1095 (one thousand ninety-five)	2Y	From 366 (Three hundred sixty-six) to 730 (seven hundred thirty)	1Y	From 181 (one hundred eighty-one) to 365 (three hundred sixty-five)	Libor 6M	From 91 (ninety-one) to 180 (one hundred eighty)	Libor 3M	From 61 (sixty-one) to 90 (ninety)	Libor 2M	From 31 (thirty-one) to 60 (sixty)	Libor 1M	From 15 (fifteen) to 30 (thirty)	Libor 2W	From 7 (seven) to 14 (fourteen)	Libor 1W	From 1 (one) to 6 (six)	Libor ON
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		<p>calculated in accordance with the formula <math>(IRS\ ask + IRS\ bid)/2</math>, published by Bloomberg or Reuters;  PA – amount of prepayment on the loan (or a portion thereof);  t – remaining credit period (difference between the date of repayment of the loan under Credit Agreement 1 and the date of prepayment of the loan (a portion thereof));  T – number of days in the calendar year coinciding with period t.</p> <p>No prepayment fee is charged in the following cases:  - If on the date of prepayment IRS1 is less or equals IRS2;  - In case of prepayment of the loan within 60 calendar days of the date of the Creditor's notice of unilateral increase of the interest rate, provided that the Creditor has been notified of the Borrower's decision to prepay the loan within 30 calendar days of the date of the Creditor's notice.</p> <p>The prepayment charge is paid to the Creditor by the Borrower at the same time as the prepayment on the loan in the currency of the credit.</p> <p><b>The notice period</b> for loan prepayments (with the exception of a prepayment due to the fact that the interest rate under Credit Agreement 1 has been increased): at least 15 business days prior to the date of prepayment.</p>
<b>12. Penalties</b>	<b>Amount</b>	<b>Calculation procedure</b>
<b>For overdue payments on the loan and/or interest and/or commissions/fees</b>	Current interest rate under Credit Agreement 1 set on the date of occurrence of overdue payments, multiplied by 1.5, in percent per annum of the amount of overdue payment	Charged on overdue amounts for each date of delay starting from the date of occurrence of overdue payments (not inclusive of this date) until the date of full repayment of overdue amounts (inclusive).
<b>13. Other terms and conditions</b>	<p>13.1. Under Credit Agreement 1 the Creditor is entitled to:</p> <p>13.1.1. In cases of overdue payment on the loan and/or interest and/or other payments and fees under Credit Agreement 1 and/or penalties under Credit Agreement 1, debit the indicated amounts from the accounts of the Borrower with the Creditor in the currency of the obligations without consent of the Borrower. The indicated amounts will be used to repay overdue amounts and penalties.</p> <p>The Creditor will notify the Borrower in writing of the fact that the Creditor has debited the indicated amounts without the Borrower's consent from the Borrower's account and that these amounts will be used to repay overdue payments and penalties in accordance with the procedure prescribed by Credit Agreement 1.</p> <p>13.1.2. Should the amount of funds in the Borrower's accounts be insufficient to pay overdue amounts and/or penalties under Credit Agreement 1, the Creditor has the right to withdraw funds from the Borrower's accounts in other currency, different from the currency of the obligation, and to convert the debited funds into the currency of the obligation using the exchange rate established by the Creditor for currency exchange transactions on the date of the relevant transaction; the funds obtained as a result of the indicated exchange will be credited into the account of the Borrower with the Creditor in the currency of the obligation.</p> <p>The Creditor will notify the Borrower in writing of the fact that funds have been debited from the accounts of the Borrower without the Borrower's consent and that the indicated funds have</p>	

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been exchanged into a different currency in compliance with the procedure prescribed under Credit Agreement 1.

13.1.3. Unilaterally, at the Creditor's own discretion, change the size, procedure and terms of determination of the interest rate under Credit Agreement 1 which may result in an increase/decrease of the amount of the interest rate under Credit Agreement 1, including but not limited to:

Essence of change	Reasons for change
Replacement of LIBOR 3M rate with a LIBOR rate determined for a different period.	If the situation in the domestic and external financial market has changed compared to the situation on the date of execution of Credit Agreement 1 (including an increase of daily volatility of LIBOR by more than 10 (ten) percent over a period of 30 (thirty) calendar days)

with notification of the Borrower without having to formalize this change by executing an additional agreement.

The change indicated above becomes effective after 30 (thirty) calendar days from the date of notification of the Borrower of by the Creditor, unless a later date is specified in the notification. The Borrower will be notified of the indicated changes in compliance with the procedure prescribed under Credit Agreement 1.

13.2. Within the framework of Credit Agreement 1 the Borrower and the Creditor shall execute Agreement N5877-C whereby the Creditor will be entitled to withdraw funds from the accounts of the Borrower with the Creditor in order to repay outstanding overdue amount under Credit Agreement 1.

13.3. Credit Agreement 1 will include provisions restricting the right of the Borrower/prohibiting prepayment (full or partial) of the loan under Credit Agreement 1. The restriction/prohibition of full or partial prepayment of the loan under Credit Agreement 1 will be effective until the date when common shares of the Borrower and/or GDRs representing common shares of the Borrower (a total of no more than 20.1% (inclusive) of the charter capital of the Borrower (no more than 20.1% (inclusive) of common shares of the Borrower)) pledged to the Creditor as security for the obligations of the Borrower under Credit Agreement 1 are released from the pledge.

The securities of the Borrower indicated above may be released from the pledge:

- By mutual agreement of the parties (on the date agreed by the parties), or
- On the date following the date when the total amount of funds extended to the Borrower under Credit Agreement 1 becomes equal to the maximum amount of the Limit indicated in p. 4 above, **provided that:**
  - there have been no violations and/or improper performance of obligations by the Borrower under current credit agreements and/or other agreements/contracts executed between the Borrower and the Creditor whereby the Creditor becomes entitled to demand early prepayment of the amount (amounts) of the loan (loans) or to full recourse in relation to the pledged property, and
  - there have been no violations by the Borrower of the financial covenants/obligations under current credit agreements and/or other

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	agreements/contracts between the Borrower and the Creditor, and that none are forecasted for the remainder of the credit period under Credit Agreement 1 in accordance with a justified current financial model of the Borrower (in the opinion of the Creditor).
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**2) Credit Agreement 2:**

<b>1. Type of transaction</b>	Non-revolving credit facility agreement						
<b>2. Borrower</b>	PJSC Uralkali						
<b>3. Creditor</b>	PJSC Sberbank						
<b>4. Amount of financing (amount of the credit line)</b>	US\$2,000,000,000 (hereinafter the <b>Limit</b> ).						
<b>5. Purpose of financing (purpose of the credit)</b>	Fulfillment of the Borrower's obligation (partially or fully) to repay the principal debt to the Creditor ( <b>or upon written approval of the Creditor</b> ) to other creditors and for other purposes.						
<b>6. Period of financing</b>	Up to 120 months (inclusive)						
<b>7. Availability period</b>	From 01 January 2018 to 31 December 2019 (inclusive of both dates).						
<b>8. Limit increase schedule</b>	<p>The amount of the limit is increased during the period of availability in accordance with the following schedule:</p> <table border="1" data-bbox="662 846 1428 1108"> <thead> <tr> <th>Date of opening/change of limit</th> <th>Amount of limit (US\$)</th> </tr> </thead> <tbody> <tr> <td>From 01.01.2018 until 31.12.2018 (inclusive of both dates)</td> <td>1,000,000,000</td> </tr> <tr> <td>From 01.01.2019 until 31.12.2019 (inclusive of both dates)</td> <td>2,000,000,000</td> </tr> </tbody> </table> <p>The amounts of the limit are reduced by previously extended loan amounts. The Borrower is entitled to unilaterally refuse a full or partial increase of the limit under Credit Agreement 2 (with execution of the relevant additional agreement to Credit Agreement 2), opened from 01.01.2019, provided that the Creditor has received a proper notification from the Borrower within the period from 01.02.2018 until 15.12.2018.</p>	Date of opening/change of limit	Amount of limit (US\$)	From 01.01.2018 until 31.12.2018 (inclusive of both dates)	1,000,000,000	From 01.01.2019 until 31.12.2019 (inclusive of both dates)	2,000,000,000
Date of opening/change of limit	Amount of limit (US\$)						
From 01.01.2018 until 31.12.2018 (inclusive of both dates)	1,000,000,000						
From 01.01.2019 until 31.12.2019 (inclusive of both dates)	2,000,000,000						
<b>9. Repayment of principal debt</b>	In equal quarterly payments starting from the sixth year of the loan. <b>A more exact/detailed procedure of repayment under Credit Agreement 2 is indicated in Credit Agreement 2.</b>						

**10. Interest rate and procedure of interest accrual:**

<b>Adjustable</b>	<p>The Borrower pays interest on the loan to the Creditor in the currency of the loan in accordance with an adjustable interest rate on the following terms and conditions:</p> <p>The interest rate is determined on the basis of LIBOR 3M as of the quotation date plus <b>an Adjustable Margin</b>. In accordance with Credit Agreement 2, LIBOR (London Interbank Offered Rate) is understood as the London Interbank Offered Rate in relation to deposits in US dollars fixed by ICE Benchmark Administration Limited (published by</p>	<p>The size of the Adjustable Margin is determined depending on the indicator Net Debt/EBITDA calculated in accordance with Credit Agreement 2 on the basis of consolidated financial statements of Uralkali Group provided to the Creditor in compliance with the terms and conditions of Credit Agreement 2.</p> <p><b>The size of the Adjustable Margin is at least 4.4 (four point four) percent per annum (inclusive) but no more than 5.2 (five point two) percent per annum (inclusive).</b></p> <p><b>The terms and procedure of determination of the size of the Adjustable Margin are specified in Credit Agreement 2.</b></p> <p>Additional condition for the determination of the Adjustable Margin: absence/existence of Sanctions imposed on the Creditor by the USA or the European Union (hereinafter the EU).</p> <p>If the Borrower fails to comply with the requirements of Credit Agreement 2 in relation to the provision of consolidated financial statements of Uralkali Group to the Creditor, the Creditor will apply the highest possible amount of the Adjustable Margin indicated in the relevant chart in Credit Agreement 2.</p> <p>Sanctions imposed by the USA and EU are understood as restrictions imposed by international organizations (UN etc) which</p>
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<p>Thomson Reuters on the LIBOR01 page of the Reuters information system).</p>	<p>were initiated and/or otherwise stimulated by the USA, EU and/or other states which are not part of the EU, and the restrictions imposed directly by the USA, EU and/or other states which are not part of the EU in relation to the Russian Federation, certain parts of the Russian Federation, certain segments of the economy of the Russian Federation or certain goods/produce produced in the Russian Federation, provided that the indicated restrictions result (directly or indirectly) in a prohibition and/or appearance of obstacles whereby the Creditor and/or its subsidiaries (whose share in the charter capital of the Creditor is more than 50 (fifty) percent) cannot freely borrow funds (in any form: loan, credit, bond, debenture etc) in the USA, EU and/or in other states which are not part of the EU.</p> <p>Once the sanctions are lifted, the Creditor will use the Creditor's own discretion in determining the amount of the Adjustable Margin. Should new restrictions whereby the Creditor's access, or the access of its subsidiary companies, to borrowing in any form (loan, credit, debenture, bonds, etc) in the USA, EU and/or other states which are not part of the EU, be imposed on the Creditor and/or its subsidiaries, the Adjustable Margin shall be increased on the business day following the date of notification of the Borrower but not earlier than the date when the restrictions described above become effective.</p> <p>The LIBOR 3M rate is determined in compliance with the data provided on the page LIBOR01 of the Reuters information system as of 15-00 Moscow time on the quotation date.</p> <p>If on the LIBOR 3M quotation date specified under Credit Agreement 2:</p> <ul style="list-style-type: none"><li>- LIBOR 3M rate is not published on the indicated page (including due to the relevant day being a holiday/day off), the amount of the LIBOR 3M rate will be determined on the basis of the nearest previous quotation date;</li><li>- the period during which the LIBOR 3M rate on the indicated page is not published is at least 10 (ten) business days (for reasons unrelated to holidays/days off or a temporary technical malfunction during the publication of rates), the LIBOR 3M rate will be replaced by the <u>LIBOR 3M substitute rate</u>.</li></ul> <p>According to Credit Agreement 2, "LIBOR 3M substitute rate" is a rate in percent per annum determined by the Creditor as an arithmetic average (rounded up to four digits after the point) of rates provided to the Creditor at the Creditor's request, which are offered by Reference Banks for the London Interbank Market as of 11:00 (London time) on the quotation date for rates offered in relation to deposits in US dollars for 3 (three) months. If the indicated rate is unavailable at the indicated time for any reason, the LIBOR 3M substitute rate will be determined as <b>no more than 6.5 (six point five) percent per annum (inclusive)</b>.</p> <p>Reference Banks are Deutsche Bank, Bank of America, HSBC, Credit Suisse, JP Morgan Chase and other banks or financial institutions appointed as such by the Creditor in consultation with the Borrower.</p> <p>The Creditor will send a notification of the amount of the interest rate to the Borrower not later than on the first business day of the relevant interest period.</p> <p>If the Borrower does not receive the indicated notification, the interest rate will be calculated independently by the Borrower in compliance with the terms and conditions of Credit Agreement 2.</p> <p>Regardless of whether the Creditor sent/the Borrower received the</p>
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		<p>indicated notification, the current amount of the interest rate under Credit Agreement 2 for the relevant interest period becomes effective as of the first day (inclusive) of the indicated interest period.</p> <p>Interest is accrued on the amount of effective debt starting from the date following the date of occurrence of the debt (inclusive) until the date of full repayment of the loan (inclusive).</p> <p><b>The interest rate and a more exact/detailed procedure settlements/determination of the interest rate under Credit Agreement 2 are indicated in Credit Agreement 2.</b></p>	
<b>Procedure of interest payment</b>	Quarterly		
<b>11. Credit fees</b>	<b>Amount and calculation base</b>	<b>Payment procedure</b>	
<b>- Commitment fee</b>	<b>Consists of two parts and is in aggregate at least 1 (one) percent (inclusive) but no more than 2 (two) percent (inclusive) of the maximum Limit under Credit Agreement 2.</b>	The Commitment fee is paid by the Borrower to the Creditor in the currency of the credit in compliance with the terms (procedure) specified by Credit Agreement 2.	
<b>- Drawdown fee</b>	No more than 0.35 (zero point three five) percent per annum (inclusive) of the amount of available (free) Limit under Credit Agreement 2.	Is accrued starting from the first date of Limit availability indicated in Credit Agreement 2. To be paid quarterly in the currency of the credit on the interest payment dates and on the final date of the availability period.	
<b>- Prepayment charge</b>	<b>Charged</b> In accordance with p. 13.3. below in case of early repayment the loan (or a portion thereof)	<b>Amount</b> The amount of the fee is determined in accordance with the following formula: $PF = ((IRS1 - IRS2) * PA * t) / T$ , where: PF – prepayment charge, IRS1 – Interest Rate Swap for the credit period (fixed on the date preceding the date of execution of Credit Agreement 2); IRS2 - Interest Rate Swap for the remainder of the credit period (fixed on the date preceding the date of early repayment of the loan (or a portion thereof), and is determined in compliance with the following chart:	
		<b>Remaining credit period, calendar days</b>	<b>IRS</b>
		From 3651 (three thousand six hundred fifty-one) to 4015 (four thousand fifteen)	10 Y
		From 3286 (three thousand two hundred eighty-six) to 3650 (Three thousand six hundred fifty)	9Y
		From 2921 (Two thousand nine hundred twenty-one) to 3285 (Three thousand two hundred eighty-five)	8Y
		From 2556 (Two thousand five hundred fifty-six) to 2920 (Two thousand nine hundred twenty)	7Y
		From 2191 (Two thousand one hundred ninety-one) to 2555 (two thousand five hundred fifty-five)	6Y
		From 1826 (One thousand eight hundred twenty-six) to 2190 (two thousand one hundred ninety)	5Y
		From 1461 (one thousand four hundred sixty-one) to	4Y

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		1825 (one thousand eight hundred twenty-five)	
		From 1096 (one thousand ninety-six) to 1460 (one thousand four hundred sixty)	3Y
		from 731 (seven hundred thirty-one) to 1095 (one thousand ninety-five)	2Y
		From 366 (three hundred sixty-six) to 730 (seven hundred thirty)	1Y
		From 181 (one hundred eighty-one) to 365 (three hundred sixty-five)	Libor 6M
		From 91 (ninety-one) to 180 (one hundred eighty)	Libor 3M
		From 61 (sixty-one) to 90 (ninety)	Libor 2M
		From 31 (thirty-one) to 60 (sixty)	Libor 1M
		from 15 (fifteen) to 30 (thirty)	Libor 2W
		From 7 (seven) to 14 (fourteen)	Libor 1W
		From 1 (one) to 6 (six)	Libor ON
		<p>IRS – interest rate swap for the remaining period of the credit calculated in accordance with the formula <math>(\text{IRS ask} + \text{IRS bid})/2</math>, published by Bloomberg or Reuters;</p> <p>PA – amount of prepayment on the loan (or a portion thereof);</p> <p>t – remaining credit period (difference between the date of repayment of the loan under Credit Agreement 2 and the date of prepayment of the loan (a portion thereof));</p> <p>T – number of days in the calendar year coinciding with period t.</p> <p>No prepayment fee is charged in the following cases:</p> <ul style="list-style-type: none"> <li>- If on the date of prepayment IRS1 is less or equals IRS2;</li> <li>- In case of prepayment of the loan within 60 calendar days of the date of the Creditor's notice of unilateral increase of the interest rate, provided that the Creditor has been notified of the Borrower's decision to prepay the loan within 30 calendar days of the date of the Creditor's notice.</li> </ul> <p>The prepayment charge is paid to the Creditor by the Borrower at the same time as the prepayment on the loan in the currency of the credit.</p> <p><b>The notice period</b> for loan prepayments (with the exception of a prepayment due to the fact that the interest rate under Credit Agreement 2 has been increased): at least 15 business days prior to the date of prepayment.</p>	
<b>12. Penalties</b>	<b>Amount</b>	<b>Calculation procedure</b>	
<b>For overdue payments on the loan and/or interest and/or commissions/fees</b>	Current interest rate under Credit Agreement 2 set on the date of occurrence of overdue payments, multiplied by 1.5, in percent per annum of the amount of overdue payment	Charged on overdue amounts for each date of delay starting from the date of occurrence of overdue payments (not inclusive of this date) until the date of full repayment of overdue amounts (inclusive).	
<b>13. Other terms and conditions</b>	<p>13.1. Under Credit Agreement 2 the Creditor is entitled to:</p> <p>13.1.1. In cases of overdue payment on the loan and/or interest and/or other payments and fees under Credit Agreement 2 and/or penalties under Credit Agreement 2, debit the indicated amounts from the accounts of the Borrower with the Creditor in the currency of the obligations without consent of the Borrower. The indicated amounts will be used to repay overdue amounts and</p>		

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penalties.

The Creditor will notify the Borrower in writing of the fact that the Creditor has debited the indicated amounts without the Borrower's consent from the Borrower's account and that these amounts will be used to repay overdue payments and penalties in accordance with the procedure prescribed by Credit Agreement 2.

13.1.2. Should the amount of funds in the Borrower's accounts be insufficient to pay overdue amounts and/or penalties under Credit Agreement 2, the Creditor has the right to withdraw funds from the Borrower's accounts in other currency, different from the currency of the obligation, and to convert the debited funds into the currency of the obligation using the exchange rate established by the Creditor for currency exchange transactions on the date of the relevant transaction; the funds obtained as a result of the indicated exchange will be credited into the account of the Borrower with the Creditor in the currency of the obligation.

The Creditor will notify the Borrower in writing of the fact that funds have been debited from the accounts of the Borrower without the Borrower's consent and that the indicated funds have been exchanged into a different currency in compliance with the procedure prescribed under Credit Agreement 2.

13.1.3. Unilaterally, at the Creditor's own discretion, change the size, procedure and terms of determination of the interest rate under Credit Agreement 2 which may result in an increase/decrease of the amount of the interest rate under Credit Agreement 2, including but not limited to:

Essence of change	Reasons for change
Replacement of LIBOR 3M rate with a LIBOR rate determined for a different period.	If the situation in the domestic and external financial market has changed compared to the situation on the date of execution of Credit Agreement 2 (including an increase of daily volatility of LIBOR by more than 10 (ten) percent over a period of 30 (thirty) calendar days)

with notification of the Borrower without having to formalize this change by executing an additional agreement.

The change indicated above becomes effective after 30 (thirty) calendar days from the date of notification of the Borrower or by the Creditor, unless a later date is specified in the notification. The Borrower will be notified of the indicated changes in compliance with the procedure prescribed under Credit Agreement 2.

13.2. Within the framework of Credit Agreement 2 the Borrower and the Creditor shall execute Agreement N5878-C whereby the Creditor will be entitled to withdraw funds from the accounts of the Borrower with the Creditor in order to repay outstanding overdue amount under Credit Agreement 2.

13.3. Credit Agreement 2 will include provisions restricting the right of the Borrower/prohibiting prepayment (full or partial) of the loan under Credit Agreement 2. The restriction/prohibition of full or partial prepayment of the loan under Credit Agreement 2 will be effective until the date when common shares of the Borrower and/or GDRs representing common shares of the Borrower (a total of no more than 20.1% (inclusive) of the charter capital of the Borrower (no more than 20.1% (inclusive) of common shares of the Borrower)) pledged to the Creditor as

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	<p>security for the obligations of the Borrower under Credit Agreement 2 are released from the pledge.</p> <p>The securities of the Borrower indicated above may be released from the pledge:</p> <ul style="list-style-type: none"><li>- By mutual agreement of the parties (on the date agreed by the parties), or</li><li>- On the date following the date when the total amount of funds extended to the Borrower under Credit Agreement 2 becomes equal to the maximum amount of the Limit indicated in p. 4 above, <b>provided that:</b><ul style="list-style-type: none"><li>- there have been no violations and/or improper performance of obligations by the Borrower under current credit agreements and/or other agreements/contracts executed between the Borrower and the Creditor whereby the Creditor becomes entitled to demand early prepayment of the amount (amounts) of the loan (loans) or to full recourse in relation to the pledged property, and</li><li>- there have been no violations by the Borrower of the financial covenants/obligations under current credit agreements and/or other agreements/contracts between the Borrower and the Creditor, and that none are forecasted for the remainder of the credit period under Credit Agreement 2 in accordance with a justified current financial model of the Borrower (in the opinion of the Creditor).</li></ul></li></ul>
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related to the following transactions:

1. Non-Revolving Credit Facility Agreement N 8-NKL dated 01.07.2013 between PJSC Uralkali (Borrower) and PJSC Sberbank of Russia (Creditor) including amendments and addenda thereto (hereinafter the Agreement N 8-NKL) which was approved (i) by the Board of Directors of PJSC Uralkali on 10.09.2013 (Minutes 281 dated 10.09.2013), (ii) the General Shareholders Meeting of PJSC Uralkali on 22.10.2013 (Minutes N36 dated 22.10.2013) and (iii) the General Shareholders Meeting of PJSC Uralkali on 18.12.2013 (Minutes N38 of the Extraordinary General Shareholders Meeting dated 18.12.2013) and (iv) the Extraordinary General Shareholders Meeting of PJSC Uralkali on 09.12.2015 (Minutes N 48 dated 10.12.2015);
2. Non-Revolving Credit Facility Agreement N 29-NKL dated 15.09.2011 between PJSC Uralkali (Borrower) and PJSC Sberbank of Russia (Creditor) including amendments and addenda thereto (hereinafter Agreement N29-NKL) with was approved by (i) the Board of Directors of PJSC Uralkali on 10.09.2013 (Minutes N281 dated 10.09.2013), (ii) the General Shareholders Meeting of PJSC Uralkali on 22.10.2013 (Minutes N36 of the General Shareholders Meeting dated 22.10.2013), and (iii) the General Shareholders Meeting of PJSC Uralkali on 18.12.2013 (Minutes N38 of the Extraordinary General Shareholders Meeting dated 18.12.2013) and (iv) the Extraordinary General Shareholders Meeting of PJSC Uralkali on 09.12.2015 (Minutes N 48 dated 10.12.2015);
3. Non-Revolving Credit Facility Agreement N 5674 dated 19.12.2013 (with all amendments and addenda thereto) between PJSC Uralkali (Borrower) and PJSC Sberbank of Russia (Creditor) (hereinafter the Agreement N 5674) which was approved by the General Shareholders Meeting of PJSC Uralkali on 07.04.2014 (Minutes N40 of the General Shareholders Meeting of PJSC Uralkali dated 07.04.2014) and (ii) the Extraordinary General Shareholders Meeting of PJSC Uralkali on 09.12.2015 (Minutes N 48 dated 10.12.2015); AND
4. Non-Revolving Credit Facility Agreement N 5851 dated 09.09.2015 between PJSC Uralkali (Borrower) and PJSC Sberbank (Lender) with all amendments and addenda thereto (hereinafter the Agreement N 5851 approved by the Extraordinary General Shareholders Meeting of PJSC Uralkali (Minutes N 47 dated 18.11.2015),

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and the following amendments to the terms and conditions of a major transaction (series of interrelated transactions) under Agreement N 5674 and Agreement N 5851:

**(a) Additional Agreement N 3 to Agreement N 5674:**

The following provision is added to Agreement N 5674:

- Provisions restricting the right of the Borrower/prohibiting prepayment (full or partial) of the loan under Agreement N 5674 are included in Agreement N 5674. The restriction/prohibition of full or partial prepayment of the loan under Agreement N 5674 will be effective until the date when common shares of the Borrower and/or GDRs representing common shares of the Borrower (a total of no more than 20.1% (inclusive) of the charter capital of the Borrower (no more than 20.1% (inclusive) of common shares of the Borrower)) pledged to the Creditor as security for the obligations of the Borrower under Agreement N 5674 are released from the pledge.  
The securities of the Borrower indicated above may be released from the pledge:
- by mutual agreement of the parties (on the date agreed by the parties), or
- on the date following the date when the total amount of funds extended to the Borrower under Credit Agreement 1 (US\$ 1,900,000,000) becomes equal to the maximum amount of the Limit indicated in Credit Agreement 1 (US\$ 1,900,000,000), provided that:
- there have been no violations and/or improper performance of obligations by the Borrower under current credit agreements and/or other agreements/contracts executed between the Borrower and the Creditor whereby the Creditor becomes entitled to demand early prepayment of the amount (amounts) of the loan (loans) or to full recourse in relation to the pledged property, and
- there have been no violations by the Borrower of the financial covenants/obligations under current credit agreements and/or other agreements/contracts between the Borrower and the Creditor, and that none are forecasted for the remainder of the credit period under Agreement N 5674 in accordance with a justified current financial model of the Borrower (in the opinion of the Creditor).

**(b) Additional Agreement N 1 to Agreement N 5851:**

The following provision is added to Agreement N 5851:

- Provisions restricting the right of the Borrower/prohibiting prepayment (full or partial) of the loan under Agreement N 5851 are included in Agreement N 5851. The restriction/prohibition of full or partial prepayment of the loan under Agreement N 5851 will be effective until the date when common shares of the Borrower and/or GDRs representing common shares of the Borrower (a total of no more than 20.1% (inclusive) of the charter capital of the Borrower (no more than 20.1% (inclusive) of common shares of the Borrower)) pledged to the Creditor as security for the obligations of the Borrower under Agreement N 5851 are released from the pledge.  
The securities of the Borrower indicated above may be released from the pledge:
- by mutual agreement of the parties (on the date agreed by the parties), or
- on the date following the date when the total amount of funds extended to the Borrower under Credit Agreement 1 (US\$ 1,900,000,000) becomes equal to the maximum amount of the Limit indicated in Credit Agreement 1 (US\$ 1,900,000,000), provided that:
- there have been no violations and/or improper performance of obligations by the Borrower under current credit agreements and/or other agreements/contracts executed between the Borrower and the Creditor whereby the Creditor becomes entitled to demand early prepayment of the amount (amounts) of the loan (loans) or to full recourse in relation to the pledged property, and
- there have been no violations by the Borrower of the financial covenants/obligations under current credit agreements and/or other agreements/contracts between the Borrower and the Creditor, and that none are forecasted for the remainder of the credit period under Agreement N 5851 in accordance with a justified current financial model of the Borrower (in the opinion of the Creditor)

for review by the extraordinary general shareholders meeting of PJSC Uralkali and to propose to the extraordinary general shareholders meeting of PJSC Uralkali to approve the indicated transaction (series of interrelated transactions) and amendments to the terms and conditions of a previously approved major transaction (series of

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interrelated transactions).

**Voting results: IN SUPPORT - unanimous.**

**The resolution carries.**

**Resolution:**

In accordance with p. 3 Article 79 of the Federal Law “On Joint Stock Companies” and sub-paragraph 14 p. 8.5 of the Charter of PJSC Uralkali, to submit a **major transaction** (series of interrelated transactions) – the Non-Revolving Credit Facility Agreement N 5877 between PJSC Uralkali as Borrower and PJSC Sberbank as Lender (hereinafter **Credit Agreement 1**), with the total limit of US\$ 1,900,000,000, and the Non-Revolving Credit Facility Agreement N 5878 related to the Credit Agreement 1, between PJSC Uralkali as Borrower and PJSC Sberbank as Creditor (hereinafter **Credit Agreement 2**), with the total limit of US\$ 2,000,000,000, on the following principal terms and conditions:

**1) Credit Agreement 1**

<b>1. Type of transaction</b>	Non-revolving credit facility agreement											
<b>2. Borrower</b>	PJSC Uralkali											
<b>3. Creditor</b>	PJSC Sberbank											
<b>4. Amount of financing (limit of the credit line)</b>	US\$1,900,000,000 (hereinafter the <b>Limit</b> )											
<b>5. Purpose of financing (purpose of the credit)</b>	<p><b>According to a preliminary written approval of the Creditor:</b></p> <p>a) financing of statutory activities of the Borrower, provision of loans to third parties including subsidiary companies of the Borrower;</p> <p>b) other purposes preliminarily approved by the Creditor.</p>											
<b>6. Period of financing</b>	Up to 84 months (inclusive).											
<b>7. Availability period</b>	From the 22 <sup>nd</sup> until the 47 <sup>th</sup> month (inclusive) of the date of execution of Credit Agreement 1.											
<b>8. Limit increase schedule</b>	<p>The amount of the limit is increased during the availability period in accordance with the following schedule:</p> <table border="1"> <thead> <tr> <th>Month of the date of execution of Credit Agreement 1</th> <th>Amount of limit, US dollars</th> </tr> </thead> <tbody> <tr> <td>From the 22<sup>nd</sup> to the 28<sup>th</sup> (inclusive)</td> <td>475,000,000</td> </tr> <tr> <td>From the 29<sup>th</sup> to the 33<sup>rd</sup> (inclusive)</td> <td>950,000,000</td> </tr> <tr> <td>From the 34<sup>th</sup> until the 41<sup>st</sup> (inclusive)</td> <td>1,425,000,000</td> </tr> <tr> <td>From the 42<sup>nd</sup> until the 47<sup>th</sup> (inclusive)</td> <td>1,900,000,000</td> </tr> </tbody> </table>		Month of the date of execution of Credit Agreement 1	Amount of limit, US dollars	From the 22 <sup>nd</sup> to the 28 <sup>th</sup> (inclusive)	475,000,000	From the 29 <sup>th</sup> to the 33 <sup>rd</sup> (inclusive)	950,000,000	From the 34 <sup>th</sup> until the 41 <sup>st</sup> (inclusive)	1,425,000,000	From the 42 <sup>nd</sup> until the 47 <sup>th</sup> (inclusive)	1,900,000,000
Month of the date of execution of Credit Agreement 1	Amount of limit, US dollars											
From the 22 <sup>nd</sup> to the 28 <sup>th</sup> (inclusive)	475,000,000											
From the 29 <sup>th</sup> to the 33 <sup>rd</sup> (inclusive)	950,000,000											
From the 34 <sup>th</sup> until the 41 <sup>st</sup> (inclusive)	1,425,000,000											
From the 42 <sup>nd</sup> until the 47 <sup>th</sup> (inclusive)	1,900,000,000											
<b>9. Repayment of principal debt</b>	<p>In 12 equal quarterly payments over the last 36 months of the Financing Period.</p> <p><b>A more exact/detailed procedure of loan repayment under Credit Agreement 1 is indicated in Credit Agreement 1</b></p>											
<b>10. Interest rate and procedure of interest accrual:</b>												
<b>Adjustable</b>	<p>The Borrower pays interest on the loan to the Creditor in accordance with an adjustable interest rate. The interest rate is determined on the basis of LIBOR 3M as of the quotation date plus <b>no more than 4.95 (four point nine five) percent per annum inclusive (fixed Margin)</b>. In accordance with Credit Agreement 1, LIBOR (London Interbank Offered Rate) is understood as the London Interbank Offered Rate in relation to deposits in US</p>	<p>The LIBOR 3M rate is determined in compliance with the data provided on the page LIBOR01 of the Reuters information system as of 15-00 Moscow time on the quotation date. The Creditor will send a notification of the amount of the interest rate to the Borrower not later than on the first business day of the relevant interest period.</p> <p>If the Borrower does not receive the indicated notification, the interest rate will be calculated independently by the Borrower in compliance with the terms and conditions of Credit Agreement 1. Regardless of whether the Creditor sent/the Borrower received the indicated notification, the current amount of the interest rate under Credit Agreement 1 for the relevant interest period becomes effective as of the first day (inclusive) of the indicated interest period.</p> <p>If on the date of quotation of the LIBOR 3M rate under Credit Agreement 1:</p> <p>- LIBOR 3M rate is not published on the indicated page (including due to the relevant day being a holiday/day off), the amount of the</p>										

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	<p>dollars fixed by ICE Benchmark Administration Limited (published by Thomson Reuters on the LIBOR01 page of the Reuters information system).</p>	<p>LIBOR 3M rate will be determined on the basis of the nearest previous quotation date;          - the period during which the LIBOR 3M rate on the indicated page is not published is at least 10 (ten) business days (for reasons unrelated to holidays/days off or a temporary technical malfunction during the publication of rates), the LIBOR 3M rate will be replaced by the LIBOR 3M substitute rate.          According to Credit Agreement 1 "LIBOR 3M substitute rate" is a rate in percent per annum determined by the Creditor as an arithmetic average (rounded up to four digits after the point) of rates provided to the Creditor at the Creditor's request, which are offered by Reference Banks for the London Interbank Market as of 11:00 (London time) on the quotation date for rates offered in relation to deposits in US dollars for 3 (three) months. If the indicated rate is unavailable at the indicated time for any reason, the LIBOR 3M substitute rate will be determined as <b>no more than 6.5 (six point five) percent per annum (inclusive)</b>.          Reference Banks are Deutsche Bank, Bank of America, HSBC, Credit Suisse, JP Morgan Chase and other banks or financial institutions appointed as such by the Creditor in consultation with the Borrower.          Interest is accrued on the amount of effective debt starting from the date following the date of occurrence of the debt (inclusive) until the date of full repayment of the loan (inclusive).  <b>The interest rate and a more exact/detailed procedure settlements/determination of the interest rate under Credit Agreement 1 are indicated in Credit Agreement 1.</b></p>	
<p><b>Procedure of interest payment</b></p>	<p>Quarterly</p>		
<p><b>11. Credit fees</b></p>		<p><b>Amount, calculation base and payment procedure</b></p>	
<p><b>- Commitment fee</b></p>		<p>Payable in the currency of the loan in the following amount and in compliance with the following procedure:          - The first portion of the commitment fee of at least 1 (one) percent (inclusive), but no more than 2 (two) percent (inclusive) of the amount of maximum Limit under Credit Agreement 1 must be paid by the Borrower to the Creditor at the same time as the first drawdown on the Credit Agreement 1 in compliance with the procedure and conditions specified under Credit Agreement 1.          - The second portion of the commitment fee in the amount of no more than 0.06 (zero point zero six) percent per annum (inclusive) of the amount of maximum Limit under Credit Agreement 1 is accrued for the period from the date of execution of Credit Agreement 1 (not inclusive of this date) until the 21<sup>st</sup> month of the date of execution of Credit Agreement 1 (inclusive) and must be paid by the Borrower to the Creditor on the payment dates specified under Credit Agreement 1.</p>	
<p><b>- Drawdown fee</b></p>		<p>No more than 0.95 (zero point nine five) percent per annum (inclusive) of the amount of available (free) Limit under Credit Agreement 1.</p>	<p>Is accrued starting from the first date of Limit availability indicated in Credit Agreement 1. To be paid quarterly in the currency of the credit on the interest payment dates and on the final date of the availability period.</p>
<p><b>- Prepayment</b></p>	<p><b>Is charged</b></p>	<p><b>Amount</b></p>	



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<p><b>charge</b></p>	<p><b>In accordance with p. 13.3 below</b> in case of early repayment of the loan (or a portion thereof)</p>	<p>The amount of the fee is determined in accordance with the following formula:  <math>PF = ((IRS1 - IRS2) * PA * t) / T</math>, where:          PF – prepayment charge,          IRS1 – Interest Rate Swap for the credit period (fixed on the date preceding the date of execution of Credit Agreement 1);          IRS2 - Interest Rate Swap for the remainder of the credit period (fixed on the date preceding the date of early repayment of the loan (or a portion thereof), and is determined in compliance with the following chart:</p> <table border="1" data-bbox="691 600 1497 1361"> <thead> <tr> <th>Remaining credit period, calendar days</th> <th>IRS</th> </tr> </thead> <tbody> <tr> <td>From 2556 (two thousand five hundred six) to 2920 (two thousand nine hundred twenty)</td> <td>7Y</td> </tr> <tr> <td>From 2191 (two thousand one hundred ninety-one) to 2555 (Two thousand five hundred fifty-five)</td> <td>6Y</td> </tr> <tr> <td>From 1826 (one thousand eight hundred twenty-six) to 2190 (two thousand one hundred and ninety)</td> <td>5Y</td> </tr> <tr> <td>From 1461 (One thousand four hundred sixty-one) to 1825 (one thousand eight hundred twenty-five)</td> <td>4Y</td> </tr> <tr> <td>From 1096 (one thousand ninety-six) to 1460 (one thousand four hundred sixty)</td> <td>3Y</td> </tr> <tr> <td>From 731 (seven hundred thirty-one) to 1095 (one thousand ninety-five)</td> <td>2Y</td> </tr> <tr> <td>From 366 (Three hundred sixty-six) to 730 (seven hundred thirty)</td> <td>1Y</td> </tr> <tr> <td>From 181 (one hundred eighty-one) to 365 (three hundred sixty-five)</td> <td>Libor 6M</td> </tr> <tr> <td>From 91 (ninety-one) to 180 (one hundred eighty)</td> <td>Libor 3M</td> </tr> <tr> <td>From 61 (sixty-one) to 90 (ninety)</td> <td>Libor 2M</td> </tr> <tr> <td>From 31 (thirty-one) to 60 (sixty)</td> <td>Libor 1M</td> </tr> <tr> <td>From 15 (fifteen) to 30 (thirty)</td> <td>Libor 2W</td> </tr> <tr> <td>From 7 (seven) to 14 (fourteen)</td> <td>Libor 1W</td> </tr> <tr> <td>From 1 (one) to 6 (six)</td> <td>Libor ON</td> </tr> </tbody> </table> <p>IRS – interest rate swap for the remaining period of the credit calculated in accordance with the formula <math>(IRS\ ask + IRS\ bid) / 2</math>, published by Bloomberg or Reuters;          PA – amount of prepayment on the loan (or a portion thereof);          t – remaining credit period (difference between the date of repayment of the loan under Credit Agreement 1 and the date of prepayment of the loan (a portion thereof));          T – number of days in the calendar year coinciding with period t.</p> <p>No prepayment fee is charged in the following cases:          - If on the date of prepayment IRS1 is less or equals IRS2;          - In case of prepayment of the loan within 60 calendar days of the date of the Creditor's notice of unilateral increase of the interest rate, provided that the Creditor has been notified of the Borrower's decision to prepay the loan within 30 calendar days of the date of the Creditor's notice.</p> <p>The prepayment charge is paid to the Creditor by the Borrower at the same time as the prepayment on the loan in the currency of the credit.</p> <p><b>The notice period</b> for loan prepayments (with the exception of a prepayment due to the fact that the interest rate under Credit Agreement 1 has been increased): at least 15 business days prior to the date of prepayment.</p>	Remaining credit period, calendar days	IRS	From 2556 (two thousand five hundred six) to 2920 (two thousand nine hundred twenty)	7Y	From 2191 (two thousand one hundred ninety-one) to 2555 (Two thousand five hundred fifty-five)	6Y	From 1826 (one thousand eight hundred twenty-six) to 2190 (two thousand one hundred and ninety)	5Y	From 1461 (One thousand four hundred sixty-one) to 1825 (one thousand eight hundred twenty-five)	4Y	From 1096 (one thousand ninety-six) to 1460 (one thousand four hundred sixty)	3Y	From 731 (seven hundred thirty-one) to 1095 (one thousand ninety-five)	2Y	From 366 (Three hundred sixty-six) to 730 (seven hundred thirty)	1Y	From 181 (one hundred eighty-one) to 365 (three hundred sixty-five)	Libor 6M	From 91 (ninety-one) to 180 (one hundred eighty)	Libor 3M	From 61 (sixty-one) to 90 (ninety)	Libor 2M	From 31 (thirty-one) to 60 (sixty)	Libor 1M	From 15 (fifteen) to 30 (thirty)	Libor 2W	From 7 (seven) to 14 (fourteen)	Libor 1W	From 1 (one) to 6 (six)	Libor ON
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12. Penalties	Amount	Calculation procedure				
For overdue payments on the loan and/or interest and/or commissions/fees	Current interest rate under Credit Agreement 1 set on the date of occurrence of overdue payments, multiplied by 1.5, in percent per annum of the amount of overdue payment	Charged on overdue amounts for each date of delay starting from the date of occurrence of overdue payments (not inclusive of this date) until the date of full repayment of overdue amounts (inclusive).				
13. Other terms and conditions	<p>13.1. Under Credit Agreement 1 the Creditor is entitled to:</p> <p>13.1.1. In cases of overdue payment on the loan and/or interest and/or other payments and fees under Credit Agreement 1 and/or penalties under Credit Agreement 1, debit the indicated amounts from the accounts of the Borrower with the Creditor in the currency of the obligations without consent of the Borrower. The indicated amounts will be used to repay overdue amounts and penalties.</p> <p>The Creditor will notify the Borrower in writing of the fact that the Creditor has debited the indicated amounts without the Borrower's consent from the Borrower's account and that these amounts will be used to repay overdue payments and penalties in accordance with the procedure prescribed by Credit Agreement 1.</p> <p>13.1.2. Should the amount of funds in the Borrower's accounts be insufficient to pay overdue amounts and/or penalties under Credit Agreement 1, the Creditor has the right to withdraw funds from the Borrower's accounts in other currency, different from the currency of the obligation, and to convert the debited funds into the currency of the obligation using the exchange rate established by the Creditor for currency exchange transactions on the date of the relevant transaction; the funds obtained as a result of the indicated exchange will be credited into the account of the Borrower with the Creditor in the currency of the obligation.</p> <p>The Creditor will notify the Borrower in writing of the fact that funds have been debited from the accounts of the Borrower without the Borrower's consent and that the indicated funds have been exchanged into a different currency in compliance with the procedure prescribed under Credit Agreement 1.</p> <p>13.1.3. Unilaterally, at the Creditor's own discretion, change the size, procedure and terms of determination of the interest rate under Credit Agreement 1 which may result in an increase/decrease of the amount of the interest rate under Credit Agreement 1, including but not limited to:</p> <table border="1" data-bbox="730 1630 1465 1939"> <thead> <tr> <th data-bbox="730 1630 1015 1680">Essence of change</th> <th data-bbox="1015 1630 1465 1680">Reasons for change</th> </tr> </thead> <tbody> <tr> <td data-bbox="730 1680 1015 1939">Replacement of LIBOR 3M rate with a LIBOR rate determined for a different period.</td> <td data-bbox="1015 1680 1465 1939">If the situation in the domestic and external financial market has changed compared to the situation on the date of execution of Credit Agreement 1 (including an increase of daily volatility of LIBOR by more than 10 (ten) percent over a period of 30 (thirty) calendar days)</td> </tr> </tbody> </table> <p>with notification of the Borrower without having to formalize this change by executing an additional agreement.</p> <p>The change indicated above becomes effective after 30 (thirty) calendar days from the date of notification of the Borrower of by the Creditor, unless a later date is specified in the notification. The Borrower will be notified of the indicated changes in compliance</p>		Essence of change	Reasons for change	Replacement of LIBOR 3M rate with a LIBOR rate determined for a different period.	If the situation in the domestic and external financial market has changed compared to the situation on the date of execution of Credit Agreement 1 (including an increase of daily volatility of LIBOR by more than 10 (ten) percent over a period of 30 (thirty) calendar days)
Essence of change	Reasons for change					
Replacement of LIBOR 3M rate with a LIBOR rate determined for a different period.	If the situation in the domestic and external financial market has changed compared to the situation on the date of execution of Credit Agreement 1 (including an increase of daily volatility of LIBOR by more than 10 (ten) percent over a period of 30 (thirty) calendar days)					

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	<p>with the procedure prescribed under Credit Agreement 1.</p> <p>13.2. Within the framework of Credit Agreement 1 the Borrower and the Creditor shall execute Agreement N5877-C whereby the Creditor will be entitled to withdraw funds from the accounts of the Borrower with the Creditor in order to repay outstanding overdue amount under Credit Agreement 1.</p> <p>13.3. Credit Agreement 1 will include provisions restricting the right of the Borrower/prohibiting prepayment (full or partial) of the loan under Credit Agreement 1. The restriction/prohibition of full or partial prepayment of the loan under Credit Agreement 1 will be effective until the date when common shares of the Borrower and/or GDRs representing common shares of the Borrower (a total of no more than 20.1% (inclusive) of the charter capital of the Borrower (no more than 20.1% (inclusive) of common shares of the Borrower)) pledged to the Creditor as security for the obligations of the Borrower under Credit Agreement 1 are released from the pledge.</p> <p>The securities of the Borrower indicated above may be released from the pledge:</p> <ul style="list-style-type: none"> <li>- By mutual agreement of the parties (on the date agreed by the parties), or</li> <li>- On the date following the date when the total amount of funds extended to the Borrower under Credit Agreement 1 becomes equal to the maximum amount of the Limit indicated in p. 4 above, <b>provided that:</b> <ul style="list-style-type: none"> <li>- there have been no violations and/or improper performance of obligations by the Borrower under current credit agreements and/or other agreements/contracts executed between the Borrower and the Creditor whereby the Creditor becomes entitled to demand early prepayment of the amount (amounts) of the loan (loans) or to full recourse in relation to the pledged property, and</li> <li>- there have been no violations by the Borrower of the financial covenants/obligations under current credit agreements and/or other agreements/contracts between the Borrower and the Creditor, and that none are forecasted for the remainder of the credit period under Credit Agreement 1 in accordance with a justified current financial model of the Borrower (in the opinion of the Creditor).</li> </ul> </li> </ul>
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**2) Credit Agreement 2:**

<b>1. Type of transaction</b>	Non-revolving credit facility agreement	
<b>2. Borrower</b>	PJSC Uralkali	
<b>3. Creditor</b>	PJSC Sberbank	
<b>4. Amount of financing (amount of the credit line)</b>	US\$2,000,000,000 (hereinafter the <b>Limit</b> ).	
<b>5. Purpose of financing (purpose of the credit)</b>	Fulfillment of the Borrower's obligation (partially or fully) to repay the principal debt to the Creditor ( <b>or upon written approval of the Creditor</b> ) to other creditors and for other purposes.	
<b>6. Period of financing</b>	Up to 120 months (inclusive)	
<b>7. Availability period</b>	From 01 January 2018 to 31 December 2019 (inclusive of both dates).	
<b>8. Limit increase schedule</b>	The amount of the limit is increased during the period of availability in accordance with the following schedule:	
	<b>Date of opening/change of limit</b>	<b>Amount of limit (US\$)</b>
	From 01.01.2018 until 31.12.2018 (inclusive of both dates)	1,000,000,000

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	<table border="1"> <tr> <td data-bbox="659 271 1034 371">From 01.01.2019 until 31.12.2019 (inclusive of both dates)</td> <td data-bbox="1034 271 1425 371">2,000,000,000</td> </tr> </table>	From 01.01.2019 until 31.12.2019 (inclusive of both dates)	2,000,000,000	<p>The amounts of the limit are reduced by previously extended loan amounts. The Borrower is entitled to unilaterally refuse a full or partial increase of the limit under Credit Agreement 2 (with execution of the relevant additional agreement to Credit Agreement 2), opened from 01.01.2019, provided that the Creditor has received a proper notification from the Borrower within the period from 01.02.2018 until 15.12.2018.</p>
From 01.01.2019 until 31.12.2019 (inclusive of both dates)	2,000,000,000			
<p><b>9. Repayment of principal debt</b></p>	<p>In equal quarterly payments starting from the sixth year of the loan. <b>A more exact/detailed procedure of repayment under Credit Agreement 2 is indicated in Credit Agreement 2.</b></p>			
<p><b>10. Interest rate and procedure of interest accrual:</b></p>				
<p><b>Adjustable</b></p>	<p>The Borrower pays interest on the loan to the Creditor in the currency of the loan in accordance with an adjustable interest rate on the following terms and conditions: The interest rate is determined on the basis of LIBOR 3M as of the quotation date plus <u>an Adjustable Margin</u>. In accordance with Credit Agreement 2, LIBOR (London Interbank Offered Rate) is understood as the London Interbank Offered Rate in relation to deposits in US dollars fixed by ICE Benchmark Administration Limited (published by Thomson Reuters on the LIBOR01 page of the Reuters information system).</p>	<p>The size of the Adjustable Margin is determined depending on the indicator Net Debt/EBITDA calculated in accordance with Credit Agreement 2 on the basis of consolidated financial statements of Uralkali Group provided to the Creditor in compliance with the terms and conditions of Credit Agreement 2. <b>The size of the Adjustable Margin is at least 4.4 (four point four) percent per annum (inclusive) but no more than 5.2 (five point two) percent per annum (inclusive).</b> <b>The terms and procedure of determination of the size of the Adjustable Margin are specified in Credit Agreement 2.</b> Additional condition for the determination of the Adjustable Margin: absence/existence of Sanctions imposed on the Creditor by the USA or the European Union (hereinafter the EU).  If the Borrower fails to comply with the requirements of Credit Agreement 2 in relation to the provision of consolidated financial statements of Uralkali Group to the Creditor, the Creditor will apply the highest possible amount of the Adjustable Margin indicated in the relevant chart in Credit Agreement 2. Sanctions imposed by the USA and EU are understood as restrictions imposed by international organizations (UN etc) which were initiated and/or otherwise stimulated by the USA, EU and/or other states which are not part of the EU, and the restrictions imposed directly by the USA, EU and/or other states which are not part of the EU in relation to the Russian Federation, certain parts of the Russian Federation, certain segments of the economy of the Russian Federation or certain goods/produce produced in the Russian Federation, provided that the indicated restrictions result (directly or indirectly) in a prohibition and/or appearance of obstacles whereby the Creditor and/or its subsidiaries (whose share in the charter capital of the Creditor is more than 50 (fifty) percent) cannot freely borrow funds (in any form: loan, credit, bond, debenture etc) in the USA, EU and/or in other states which are not part of the EU. Once the sanctions are lifted, the Creditor will use the Creditor's own discretion in determining the amount of the Adjustable Margin. Should new restrictions whereby the Creditor's access, or the access of its subsidiary companies, to borrowing in any form (loan, credit, debenture, bonds, etc) in the USA, EU and/or other states which are not part of the EU, be imposed on the Creditor and/or its subsidiaries, the Adjustable Margin shall be increased on the business day following the date of notification of the Borrower but not earlier than the date when the restrictions described above become effective.</p>		

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		<p>The LIBOR 3M rate is determined in compliance with the data provided on the page LIBOR01 of the Reuters information system as of 15-00 Moscow time on the quotation date.</p> <p>If on the LIBOR 3M quotation date specified under Credit Agreement 2:</p> <ul style="list-style-type: none"> <li>- LIBOR 3M rate is not published on the indicated page (including due to the relevant day being a holiday/day off), the amount of the LIBOR 3M rate will be determined on the basis of the nearest previous quotation date;</li> <li>- the period during which the LIBOR 3M rate on the indicated page is not published is at least 10 (ten) business days (for reasons unrelated to holidays/days off or a temporary technical malfunction during the publication of rates), the LIBOR 3M rate will be replaced by the <u>LIBOR 3M substitute rate</u>.</li> </ul> <p>According to Credit Agreement 2, "LIBOR 3M substitute rate" is a rate in percent per annum determined by the Creditor as an arithmetic average (rounded up to four digits after the point) of rates provided to the Creditor at the Creditor's request, which are offered by Reference Banks for the London Interbank Market as of 11:00 (London time) on the quotation date for rates offered in relation to deposits in US dollars for 3 (three) months. If the indicated rate is unavailable at the indicated time for any reason, the LIBOR 3M substitute rate will be determined as <b>no more than 6.5 (six point five) percent per annum (inclusive)</b>.</p> <p>Reference Banks are Deutsche Bank, Bank of America, HSBC, Credit Suisse, JP Morgan Chase and other banks or financial institutions appointed as such by the Creditor in consultation with the Borrower.</p> <p>The Creditor will send a notification of the amount of the interest rate to the Borrower not later than on the first business day of the relevant interest period.</p> <p>If the Borrower does not receive the indicated notification, the interest rate will be calculated independently by the Borrower in compliance with the terms and conditions of Credit Agreement 2.</p> <p>Regardless of whether the Creditor sent/the Borrower received the indicated notification, the current amount of the interest rate under Credit Agreement 2 for the relevant interest period becomes effective as of the first day (inclusive) of the indicated interest period.</p> <p>Interest is accrued on the amount of effective debt starting from the date following the date of occurrence of the debt (inclusive) until the date of full repayment of the loan (inclusive).</p> <p><b>The interest rate and a more exact/detailed procedure settlements/determination of the interest rate under Credit Agreement 2 are indicated in Credit Agreement 2.</b></p>	
<b>Procedure of interest payment</b>	Quarterly		
<b>11. Credit fees</b>	<b>Amount and calculation base</b>	<b>Payment procedure</b>	

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<p><b>- Commitment fee</b></p>	<p><b>Consists of two parts and is in aggregate at least 1 (one) percent (inclusive) but no more than 2 (two) percent (inclusive) of the maximum Limit under Credit Agreement 2.</b></p>	<p>The Commitment fee is paid by the Borrower to the Creditor in the currency of the credit in compliance with the terms (procedure) specified by Credit Agreement 2.</p>																																				
<p><b>- Drawdown fee</b></p>	<p>No more than 0.35 (zero point three five) percent per annum (inclusive) of the amount of available (free) Limit under Credit Agreement 2.</p>	<p>Is accrued starting from the first date of Limit availability indicated in Credit Agreement 2. To be paid quarterly in the currency of the credit on the interest payment dates and on the final date of the availability period.</p>																																				
<p><b>- Prepayment charge</b></p>	<p><b>Charged</b> <b>In accordance with p. 13.3. below in case of early repayment the loan (or a portion thereof)</b></p>	<p><b>Amount</b> The amount of the fee is determined in accordance with the following formula:  <math>PF = ((IRS1 - IRS2) * PA * t) / T</math>, where:  PF – prepayment charge,  IRS1 – Interest Rate Swap for the credit period (fixed on the date preceding the date of execution of Credit Agreement 2);  IRS2 - Interest Rate Swap for the remainder of the credit period (fixed on the date preceding the date of early repayment of the loan (or a portion thereof), and is determined in compliance with the following chart:</p> <table border="1" data-bbox="681 1111 1489 2069"> <thead> <tr> <th>Remaining credit period, calendar days</th> <th>IRS</th> </tr> </thead> <tbody> <tr> <td>From 3651 (three thousand six hundred fifty-one) to 4015 (four thousand fifteen)</td> <td>10 Y</td> </tr> <tr> <td>From 3286 (three thousand two hundred eighty-six) to 3650 (Three thousand six hundred fifty)</td> <td>9Y</td> </tr> <tr> <td>From 2921 (Two thousand nine hundred twenty-one) to 3285 (Three thousand two hundred eighty-five)</td> <td>8Y</td> </tr> <tr> <td>From 2556 (Two thousand five hundred fifty-six) to 2920 (Two thousand nine hundred twenty)</td> <td>7Y</td> </tr> <tr> <td>From 2191 (Two thousand one hundred ninety-one) to 2555 (two thousand five hundred fifty-five)</td> <td>6Y</td> </tr> <tr> <td>From 1826 (One thousand eight hundred twenty-six) to 2190 (two thousand one hundred ninety)</td> <td>5Y</td> </tr> <tr> <td>From 1461 (one thousand four hundred sixty-one) to 1825 (one thousand eight hundred twenty-five)</td> <td>4Y</td> </tr> <tr> <td>From 1096 (one thousand ninety-six) to 1460 (one thousand four hundred sixty)</td> <td>3Y</td> </tr> <tr> <td>from 731 (seven hundred thirty-one) to 1095 (one thousand ninety-five)</td> <td>2Y</td> </tr> <tr> <td>From 366 (three hundred sixty-six) to 730 (seven hundred thirty)</td> <td>1Y</td> </tr> <tr> <td>From 181 (one hundred eighty-one) to 365 (three hundred sixty-five)</td> <td>Libor 6M</td> </tr> <tr> <td>From 91 (ninety-one) to 180 (one hundred eighty)</td> <td>Libor 3M</td> </tr> <tr> <td>From 61 (sixty-one) to 90 (ninety)</td> <td>Libor 2M</td> </tr> <tr> <td>From 31 (thirty-one) to 60 (sixty)</td> <td>Libor 1M</td> </tr> <tr> <td>from 15 (fifteen) to 30 (thirty)</td> <td>Libor 2W</td> </tr> <tr> <td>From 7 (seven) to 14 (fourteen)</td> <td>Libor 1W</td> </tr> <tr> <td>From 1 (one) to 6 (six)</td> <td>Libor ON</td> </tr> </tbody> </table> <p>IRS – interest rate swap for the remaining period of the credit calculated in accordance with the formula <math>(IRS\ ask + IRS\ bid) / 2</math>,</p>	Remaining credit period, calendar days	IRS	From 3651 (three thousand six hundred fifty-one) to 4015 (four thousand fifteen)	10 Y	From 3286 (three thousand two hundred eighty-six) to 3650 (Three thousand six hundred fifty)	9Y	From 2921 (Two thousand nine hundred twenty-one) to 3285 (Three thousand two hundred eighty-five)	8Y	From 2556 (Two thousand five hundred fifty-six) to 2920 (Two thousand nine hundred twenty)	7Y	From 2191 (Two thousand one hundred ninety-one) to 2555 (two thousand five hundred fifty-five)	6Y	From 1826 (One thousand eight hundred twenty-six) to 2190 (two thousand one hundred ninety)	5Y	From 1461 (one thousand four hundred sixty-one) to 1825 (one thousand eight hundred twenty-five)	4Y	From 1096 (one thousand ninety-six) to 1460 (one thousand four hundred sixty)	3Y	from 731 (seven hundred thirty-one) to 1095 (one thousand ninety-five)	2Y	From 366 (three hundred sixty-six) to 730 (seven hundred thirty)	1Y	From 181 (one hundred eighty-one) to 365 (three hundred sixty-five)	Libor 6M	From 91 (ninety-one) to 180 (one hundred eighty)	Libor 3M	From 61 (sixty-one) to 90 (ninety)	Libor 2M	From 31 (thirty-one) to 60 (sixty)	Libor 1M	from 15 (fifteen) to 30 (thirty)	Libor 2W	From 7 (seven) to 14 (fourteen)	Libor 1W	From 1 (one) to 6 (six)	Libor ON
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		<p>published by Bloomberg or Reuters;  PA – amount of prepayment on the loan (or a portion thereof);  t – remaining credit period (difference between the date of repayment of the loan under Credit Agreement 2 and the date of prepayment of the loan (a portion thereof));  T – number of days in the calendar year coinciding with period t.</p> <p>No prepayment fee is charged in the following cases:  - If on the date of prepayment IRS1 is less or equals IRS2;  - In case of prepayment of the loan within 60 calendar days of the date of the Creditor’s notice of unilateral increase of the interest rate, provided that the Creditor has been notified of the Borrower’s decision to prepay the loan within 30 calendar days of the date of the Creditor’s notice.</p> <p>The prepayment charge is paid to the Creditor by the Borrower at the same time as the prepayment on the loan in the currency of the credit.</p> <p><b>The notice period</b> for loan prepayments (with the exception of a prepayment due to the fact that the interest rate under Credit Agreement 2 has been increased): at least 15 business days prior to the date of prepayment.</p>
<p><b>12. Penalties</b></p> <p><b>For overdue payments on the loan and/or interest and/or commissions/fees</b></p>	<p><b>Amount</b></p> <p>Current interest rate under Credit Agreement 2 set on the date of occurrence of overdue payments, multiplied by 1.5, in percent per annum of the amount of overdue payment</p>	<p><b>Calculation procedure</b></p> <p>Charged on overdue amounts for each date of delay starting from the date of occurrence of overdue payments (not inclusive of this date) until the date of full repayment of overdue amounts (inclusive).</p>
<p><b>13. Other terms and conditions</b></p>	<p>13.1. Under Credit Agreement 2 the Creditor is entitled to:</p> <p>13.1.1. In cases of overdue payment on the loan and/or interest and/or other payments and fees under Credit Agreement 2 and/or penalties under Credit Agreement 2, debit the indicated amounts from the accounts of the Borrower with the Creditor in the currency of the obligations without consent of the Borrower. The indicated amounts will be used to repay overdue amounts and penalties.</p> <p>The Creditor will notify the Borrower in writing of the fact that the Creditor has debited the indicated amounts without the Borrower’s consent from the Borrower’s account and that these amounts will be used to repay overdue payments and penalties in accordance with the procedure prescribed by Credit Agreement 2.</p> <p>13.1.2. Should the amount of funds in the Borrower’s accounts be insufficient to pay overdue amounts and/or penalties under Credit Agreement 2, the Creditor has the right to withdraw funds from the Borrower’s accounts in other currency, different from the currency of the obligation, and to convert the debited funds into the currency of the obligation using the exchange rate established by the Creditor for currency exchange transactions on the date of the relevant transaction; the funds obtained as a result of the indicated exchange will be credited into the account of the Borrower with the Creditor in the currency of the obligation.</p> <p>The Creditor will notify the Borrower in writing of the fact that funds have been debited from the accounts of the Borrower without the Borrower’s consent and that the indicated funds have</p>	

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been exchanged into a different currency in compliance with the procedure prescribed under Credit Agreement 2.

13.1.3. Unilaterally, at the Creditor's own discretion, change the size, procedure and terms of determination of the interest rate under Credit Agreement 2 which may result in an increase/decrease of the amount of the interest rate under Credit Agreement 2, including but not limited to:

Essence of change	Reasons for change
Replacement of LIBOR 3M rate with a LIBOR rate determined for a different period.	If the situation in the domestic and external financial market has changed compared to the situation on the date of execution of Credit Agreement 2 (including an increase of daily volatility of LIBOR by more than 10 (ten) percent over a period of 30 (thirty) calendar days)

with notification of the Borrower without having to formalize this change by executing an additional agreement.

The change indicated above becomes effective after 30 (thirty) calendar days from the date of notification of the Borrower of by the Creditor, unless a later date is specified in the notification. The Borrower will be notified of the indicated changes in compliance with the procedure prescribed under Credit Agreement 2.

13.2. Within the framework of Credit Agreement 2 the Borrower and the Creditor shall execute Agreement N5878-C whereby the Creditor will be entitled to withdraw funds from the accounts of the Borrower with the Creditor in order to repay outstanding overdue amount under Credit Agreement 2.

13.3. Credit Agreement 2 will include provisions restricting the right of the Borrower/prohibiting prepayment (full or partial) of the loan under Credit Agreement 2. The restriction/prohibition of full or partial prepayment of the loan under Credit Agreement 2 will be effective until the date when common shares of the Borrower and/or GDRs representing common shares of the Borrower (a total of no more than 20.1% (inclusive) of the charter capital of the Borrower (no more than 20.1% (inclusive) of common shares of the Borrower)) pledged to the Creditor as security for the obligations of the Borrower under Credit Agreement 2 are released from the pledge.

The securities of the Borrower indicated above may be released from the pledge:

- By mutual agreement of the parties (on the date agreed by the parties), or
- On the date following the date when the total amount of funds extended to the Borrower under Credit Agreement 2 becomes equal to the maximum amount of the Limit indicated in p. 4 above, **provided that:**
  - there have been no violations and/or improper performance of obligations by the Borrower under current credit agreements and/or other agreements/contracts executed between the Borrower and the Creditor whereby the Creditor becomes entitled to demand early prepayment of the amount (amounts) of the loan (loans) or to full recourse in relation to the pledged property, and
  - there have been no violations by the Borrower of the financial



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	covenants/obligations under current credit agreements and/or other agreements/contracts between the Borrower and the Creditor, and that none are forecasted for the remainder of the credit period under Credit Agreement 2 in accordance with a justified current financial model of the Borrower (in the opinion of the Creditor).
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related to the following transactions:

1. Non-Revolving Credit Facility Agreement N 8-NKL dated 01.07.2013 between PJSC Uralkali (Borrower) and PJSC Sberbank of Russia (Creditor) including amendments and addenda thereto (hereinafter the Agreement N 8-NKL) which was approved (i) by the Board of Directors of PJSC Uralkali on 10.09.2013 (Minutes 281 dated 10.09.2013), (ii) the General Shareholders Meeting of PJSC Uralkali on 22.10.2013 (Minutes N36 dated 22.10.2013) and (iii) the General Shareholders Meeting of PJSC Uralkali on 18.12.2013 (Minutes N38 of the Extraordinary General Shareholders Meeting dated 18.12.2013) and (iv) the Extraordinary General Shareholders Meeting of PJSC Uralkali on 09.12.2015 (Minutes N 48 dated 10.12.2015);
2. Non-Revolving Credit Facility Agreement N 29-NKL dated 15.09.2011 between PJSC Uralkali (Borrower) and PJSC Sberbank of Russia (Creditor) including amendments and addenda thereto (hereinafter Agreement N29-NKL) with was approved by (i) the Board of Directors of PJSC Uralkali on 10.09.2013 (Minutes N281 dated 10.09.2013), (ii) the General Shareholders Meeting of PJSC Uralkali on 22.10.2013 (Minutes N36 of the General Shareholders Meeting dated 22.10.2013), and (iii) the General Shareholders Meeting of PJSC Uralkali on 18.12.2013 (Minutes N38 of the Extraordinary General Shareholders Meeting dated 18.12.2013 and (iv) the Extraordinary General Shareholders Meeting of PJSC Uralkali on 09.12.2015 (Minutes N 48 dated 10.12.2015);
3. Non-Revolving Credit Facility Agreement N 5674 dated 19.12.2013 (with all amendments and addenda thereto) between PJSC Uralkali (Borrower) and PJSC Sberbank of Russia (Creditor) (hereinafter the Agreement N 5674) which was approved by the General Shareholders Meeting of PJSC Uralkali on 07.04.2014 (Minutes N40 of the General Shareholders Meeting of PJSC Uralkali dated 07.04.2014) and (ii) the Extraordinary General Shareholders Meeting of PJSC Uralkali on 09.12.2015 (Minutes N 48 dated 10.12.2015); AND
4. Non-Revolving Credit Facility Agreement N 5851 dated 09.09.2015 between PJSC Uralkali (Borrower) and PJSC Sberbank (Lender) with all amendments and addenda thereto (hereinafter the Agreement N 5851 approved by the Extraordinary General Shareholders Meeting of PJSC Uralkali (Minutes N 47 dated 18.11.2015),

and the following amendments to the terms and conditions of a major transaction (series of interrelated transactions) under Agreement N 5674 and Agreement N 5851:

**(a) Additional Agreement N 3 to Agreement N 5674:**

The following provision is added to Agreement N 5674:

- Provisions restricting the right of the Borrower/prohibiting prepayment (full or partial) of the loan under Agreement N 5674 are included in Agreement N 5674. The restriction/prohibition of full or partial prepayment of the loan under Agreement N 5674 will be effective until the date when common shares of the Borrower and/or GDRs representing common shares of the Borrower (a total of no more than 20.1% (inclusive) of the charter capital of the Borrower (no more than 20.1% (inclusive) of common shares of the Borrower)) pledged to the Creditor as security for the obligations of the Borrower under Agreement N 5674 are released from the pledge.  
The securities of the Borrower indicated above may be released from the pledge:
- by mutual agreement of the parties (on the date agreed by the parties), or
- on the date following the date when the total amount of funds extended to the Borrower under Credit Agreement 1 (US\$ 1,900,000,000) becomes equal to the maximum amount of the Limit indicated in Credit Agreement 1 (US\$ 1,900,000,000), provided that:

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- there have been no violations and/or improper performance of obligations by the Borrower under current credit agreements and/or other agreements/contracts executed between the Borrower and the Creditor whereby the Creditor becomes entitled to demand early prepayment of the amount (amounts) of the loan (loans) or to full recourse in relation to the pledged property, and
- there have been no violations by the Borrower of the financial covenants/obligations under current credit agreements and/or other agreements/contracts between the Borrower and the Creditor, and that none are forecasted for the remainder of the credit period under Agreement N 5674 in accordance with a justified current financial model of the Borrower (in the opinion of the Creditor).

**(b) Additional Agreement N 1 to Agreement N 5851:**

The following provision is added to Agreement N 5851:

- Provisions restricting the right of the Borrower/prohibiting prepayment (full or partial) of the loan under Agreement N 5851 are included in Agreement N 5851. The restriction/prohibition of full or partial prepayment of the loan under Agreement N 5851 will be effective until the date when common shares of the Borrower and/or GDRs representing common shares of the Borrower (a total of no more than 20.1% (inclusive) of the charter capital of the Borrower (no more than 20.1% (inclusive) of common shares of the Borrower)) pledged to the Creditor as security for the obligations of the Borrower under Agreement N 5851 are released from the pledge.  
The securities of the Borrower indicated above may be released from the pledge:
  - by mutual agreement of the parties (on the date agreed by the parties), or
  - on the date following the date when the total amount of funds extended to the Borrower under Credit Agreement 1 (US\$ 1,900,000,000) becomes equal to the maximum amount of the Limit indicated in Credit Agreement 1 (US\$ 1,900,000,000), provided that:
- there have been no violations and/or improper performance of obligations by the Borrower under current credit agreements and/or other agreements/contracts executed between the Borrower and the Creditor whereby the Creditor becomes entitled to demand early prepayment of the amount (amounts) of the loan (loans) or to full recourse in relation to the pledged property, and
- there have been no violations by the Borrower of the financial covenants/obligations under current credit agreements and/or other agreements/contracts between the Borrower and the Creditor, and that none are forecasted for the remainder of the credit period under Agreement N 5851 in accordance with a justified current financial model of the Borrower (in the opinion of the Creditor)

for review by the extraordinary general shareholders meeting of PJSC Uralkali and to propose to the extraordinary general shareholders meeting of PJSC Uralkali to approve the indicated transaction (series of interrelated transactions) and amendments to the terms and conditions of a previously approved major transaction (series of interrelated transactions).

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These Minutes were compiled on **21 January 2016**.

**Attachments:**

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**Chairman of the Board of Directors  
PJSC Uralkali**

**S. Chemezov**

**Secretary of the Board of Directors  
PJSC Uralkali**

**M. Klimashevskaya**

ВЫПИСКА ВЕРНА.  
СЕКРЕТАРЬ СОВЕТА ДИРЕКТОРОВ  
ПАО «УРАЛКАЛИЙ»  
М. М. КЛИМАСHEVСКАЯ  
«04» 01 2016 г.

