

**Corporate Action Notice  
Major Transaction**

<b>1. General information</b>	
1.1. Full trademark name of the issuer	<i>Public Joint Stock Company Uralkali</i>
1.2. Abbreviated trademark name of the issuer	<i>PJSC Uralkali</i>
1.3. Issuer's address	<i>Russian Federation, 618426, Perm Region, Berezniki, Pyatiletki Street, 63</i>
1.4. Issuer's MSRN	<i>1025901702188</i>
1.5. Issuer's TIN	<i>5911029807</i>
1.6. Issuer's unique code assigned by the registration authority	<i>00296-A</i>
1.7. Address of the webpage utilized by the issuer for information disclosure	<i>1. <a href="http://www.uralkali.com">http://www.uralkali.com</a> 2. <a href="http://www.e-disclosure.ru/portal/company.aspx?id=1233">http://www.e-disclosure.ru/portal/company.aspx?id=1233</a></i>
<b>2. Notice</b>	
2.1. Type of organization which concluded a major transaction: <i>issuer</i>	
2.2. Type of transaction: <i>major transaction</i>	
2.3. Type and subject-matter of the transaction: <i>Agreement on a non-revolving credit line between PJSC Uralkali (Borrower) and PJSC Sberbank of Russia (Creditor) (Credit Agreement) whereby the Creditor provides the Borrower with a non-revolving credit line with the total amount of up to US\$1,500,000,000 (one billion five hundred million US dollars) and the Borrower undertakes to repay the indicated loan to the Creditor including the relevant interest and other fees and payments in compliance with the terms and conditions of the Credit Agreement.</i>	
2.4. Essence of the transaction including the civil rights and obligations affected (established, amended or terminated) by the indicated transaction: <i>Pursuant to the Credit Agreement, the Creditor undertakes to open a non-revolving credit line for the Borrower for the following purposes: financing of statutory activities of the Borrower including (but not limited to) financing of production costs and sales expenses, full or partial refinancing of the current loans provided to the Borrower by the Creditor and other creditors, payment of dividends (including after taxes which must be withheld from the income of taxpayers-recipients of dividends) and other purposes, which must be preliminary approved by the Creditor in writing, for a period until 07 September 2020 (inclusive) with the following limit (in each case depending on the limit of the previous period):</i>	
<i>Period of limit availability - from 09 September (inclusive) until 05 May 2016 (inclusive)</i>	
<i>Amount of the limit – US\$300,000,000 (three hundred million US dollars);</i>	
<i>Period of limit availability – from 06 May 2016 (inclusive) until 05 July 2016 (inclusive)</i>	
<i>Amount of the limit – US\$600,000,000 (six hundred million US dollars);</i>	
<i>Period of limit availability – from 06 July 2016 (inclusive) until 04 September 2016 (inclusive)</i>	
<i>Amount of the limit – US\$ 1,000,000,000 (one billion US dollars);</i>	
<i>Period of limit availability – from 05 September 2016 (inclusive) until 03 March 2017 (inclusive)</i>	
<i>Amount of the limit – US\$ 1,500,000,000 (one billion five hundred million US dollars),</i>	
<i>and the Borrower undertakes to repay the loan received from the Creditor and to pay interest on the loan and other fees and payments in compliance with the terms and conditions of the Credit Agreement.</i>	
<i>All drawdowns on the credit line must be within the framework of the free remaining amount of the limit calculated in accordance with the following formula:</i>	
<i>FRCL = Lim – (OL + P), where</i>	

**FRCL – free remaining credit limit;**

**Lim – amount of the limit determined for a particular period of time in compliance with the Credit Agreement;**

**OL – actual outstanding loan amount as of the current date;**

**P – previous payments made (amount) by the Borrower.**

**The payments made toward loan repayment do not increase the amount of free available credit limit (non-revolving).**

2.5. Date of fulfillment of obligations under the transaction: **07 September 2020 is the date of full repayment of the indicated loan (credit).**

**Pursuant to the Credit Agreement, the Borrower shall repay the loan in 7 (seven) payments which must be made on the dates specified under the Credit Agreement.**

2.6. Parties and beneficiaries:

- **Public Joint Stock Company Uralkali incorporated under the laws of the Russian Federation and registered at the following address: Russian Federation, 618426, Perm Region, Berezniki, 63, Pyatiletki Street (Borrower)**

- **Public Joint Stock Company Sberbank of Russia (Creditor)**

2.7. Amount of the transaction in monetary terms and as a percentage of the value of the issuer's assets:

**The amount of the transaction under the Credit Agreement includes (i) the amount of principal debt under the Credit Agreement – US\$ 1,500,000,000 (one billion five hundred million US dollars), (ii) interest on the actual outstanding amount during the entire period of credit availability, (iii) a booking fee, and (iv) a commitment fee, which, in aggregate, constitutes more than 25% but less than 50% of the balance-sheet value of the assets of PJSC Uralkali in accordance with Uralkali's financial statements prepared in compliance with Russian Accounting Standards for 6M 2015.**

2.8. Value of the issuer's assets as of the end-date of the reporting period (quarter, year) preceding the date of the transaction (agreement) for which the term of submission of accounting (financial) statements has expired: **the value of the assets of PJSC Uralkali as of 30.06.2015 is RUB460, 271,457,000.**

2.9. Date of the transaction (agreement): **09 September 2015.**

2.10. Information about approvals in cases when such transactions must be approved by an authorized governance body of the issuer: **the transaction has not undergone approvals**

Additional information:

**Pursuant to the Credit Agreement, the Borrower must provide the Creditor with a corporate approval (approvals) of the relevant authorized governance body (bodies) of the Borrower within 120 (one hundred and twenty) calendar days o the date of execution of the Agreement.**

### **3. Signature**

3.1. Director for Legal and Corporate Affairs  
PJSC Uralkali

\_\_\_\_\_ M. Shvetsova  
(signature)

3.2. Date: 10 September 2015

CORPORATE SEAL