

**Notice of Essential Fact  
Conclusion of a major transaction by the issuer**

<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, 63 Pyatiletki Street</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>
1.8. Date of the event (essential fact) to which this notice is related (if applicable)	<i>15.10.2019</i>
<b>2. Notice</b>	
<p>1. Type of organization which concluded a significant transaction: <i>issuer</i></p> <p>2. Category of transaction (significant non-major transaction; major transaction, interested-party transaction, major interested-party transaction): <i>a major transaction (series of interrelated transactions): Additional Agreement No.10 dated February 15, 2019 to Non-Revolving Credit Facility Agreement No.5674 dated December 19, 2013 (hereinafter Credit Facility 1); Additional Agreement No.7 dated December February 15, 2019 to Non-Revolving Credit Facility Agreement No. 5877 dated March 24, 2016 (hereinafter Credit Facility 2); Additional Agreement No. 7 dated February 15, 2019 to Non-Revolving Credit Facility Agreement No. 5878 dated March 24, 2016 (hereinafter Credit Facility 3); Additional Agreement of February 15, 2019 to Framework Revolving Credit Facility Agreement dated April 19, 2017 (hereinafter Credit Facility 4)</i></p> <p>2.3. <b>Credit Facility 1</b></p> <p>2.3.1 Type and subject matter of transaction: <i>Amendments to Non-Revolving Credit Facility Agreement No. 5674 dated December 19, 2013.</i></p> <p>2.3.2 Description of the transaction including the civil rights and obligations affected (established, altered or terminated) by the transaction: <i>Certain provisions of the Credit Facility 1 are amended under the Additional Agreement – in certain cases, the creditor is entitled to terminate loan provision and/or demand early repayment of the loan and due interest, as well as to foreclose on the pledged property. The principal terms of the transaction are not affected by the Additional Agreement.</i></p> <p>2.3.3 Period of performance of obligations: <i>Date of full repayment of the loan: December 18, 2019.</i></p> <p>2.4 <b>Credit Facility 2</b></p> <p>2.4.1 Type and subject matter of transaction: <i>Amendments to Non-Revolving Credit Facility Agreement No. 5877 dated March 24, 2016</i></p> <p>2.4.2 Description of the transaction including the civil rights and obligations affected (established, altered or terminated) by the transaction: <i>Certain provisions of the Credit Facility 2 are amended under the Additional Agreement – in certain cases, the creditor is entitled to terminate loan provision and/or demand early repayment of the loan and due interest, as well as to foreclose on the pledged property. The principal terms of the transaction are not affected by the Additional Agreement.</i></p> <p>2.4.3 Period of performance of obligations: <i>Date of full repayment of the loan: 23 March 2023</i></p> <p>2.5 <b>Credit Facility 3</b></p> <p>2.5.1 Type and subject matter of transaction: <i>Amendments to Non-Revolving Credit Facility Agreement No. 5878 dated March 24, 2016</i></p> <p>2.5.2 Description of the transaction including the civil rights and obligations affected (established, altered or terminated) by the transaction: <i>Certain provisions of the Credit Facility 3 are amended under the Additional Agreement – in certain cases, the creditor is entitled to terminate loan provision and/or demand early repayment of the loan and due interest, as well as to foreclose on the pledged property. The principal terms of the transaction are not affected by the Additional Agreement.</i></p> <p>2.5.3 Period of performance of obligations: <i>Date of full repayment of the loan: 23 March 2026</i></p>	

## 2.6. Credit Facility 4

2.6.1 Type and subject matter of transaction: *Amendments to the Framework Revolving Credit Facility Agreement of April 19, 2017*

2.6.2 Description of the transaction including the civil rights and obligations affected (established, altered or terminated) by the transaction: *Certain amendments are being made to the provisions of Credit Facility 4 in relation to the security under the Credit Facility 4. The principal terms of the transaction are not affected by the Additional Agreement.*

2.6.3 Period of performance of obligations: *Date of full repayment of the loan (loans) – July 1, 2023.*

2.7 Parties and beneficiaries of the transaction:

*Under Credit Facility 1, Credit Facility 2, Credit Facility 3 - Public Joint Stock Company Uralkali as borrower, Public Joint Stock Company Sberbank of Russia as creditor*

*Under Credit Facility 4 – PJSC Uralkali as Borrower, Public Joint Stock Company Sberbank of Russia as authorized lead underwriter (creditor), security agent and joint and several creditor, Sberbank (Switzerland) AG as authorized lead underwriter (creditor), credit agent and hedge provider.*

2.8 Value of the transactions in monetary terms and as a percentage of the value of the issuer's assets:

*The amount of the transaction – Credit Facility 1 - includes:*

*(i) total amount of the credit limit not exceeding US\$2,000,000,000; (ii) amount of interest in the currency of the facility accrued at a flexible interest rate LIBOR 3M plus a fixed margin rate accrued on the amount of actual outstanding loan during the entire period for which the credit facility is provided; a commitment fee, and (iv) drawdown charges.*

*The amount of the transaction – Credit Facility 2 - includes:*

*(i) total amount of the credit limit - US\$1,900,000,000; (ii) total interest accrued in relation to aggregate amount of principal debt during the entire period of its use; (iii) other fees payable under the Credit Facility a total of no more than US\$2,300,000,000.*

*The amount of the transaction – Credit Facility 3 - includes:*

*(i) total amount of the credit limit not exceeding US\$2,000,000,000 (ii) total amount of interest accrued in relation to aggregate amount of principal debt during the entire period of its use; (iii) other fees payable under the Credit Facility – a total of no more than US\$2,700,000,000.*

*The amount of the transaction – Credit Facility 4 – includes:*

*(i) total amount of the credit limit not exceeding US\$1,250,000,000; (ii) total interest accrued separately in relation to each loan provided to the borrower over the entire course of its use, but not exceeding of the period of the credit facility; (iii) an arrangement fee and other amounts payable under the credit agreement.*

*The total amount (value) of the indicated transactions*

*1. Non-Revolving Credit Facility Agreement 8-NKL dd. July 1, 2013 (including all amendments and addenda thereto) between PJSC Uralkali (Borrower) and PJSC Sberbank (creditor) approved (i) by the decision of the Board of Directors of PJSC Uralkali on September 10, 2013 (Minutes # 281 dd. September 10, 2013) (ii) by the decision of the extraordinary general shareholders meeting of PJSC Uralkali on October 22, 2013 (Minutes # 36 dd. October 22, 2013), (iii) by the decision of the extraordinary general shareholders meeting of PJSC Uralkali on December 18, 2013 (Minutes # 38 dd. December 18, 2013) and (iv) by the decision of the extraordinary general shareholders meeting of PJSC Uralkali on December 9, 2015 (Minutes # 48 dd. December 10, 2015);*

*2. Non-Revolving Credit Facility Agreement #5674 dd. December 19, 2013 (with all amendments and addenda thereto) between PJSC Uralkali (Borrower) and PJSC Sberbank (Creditor) approved (i) by the decision of the extraordinary general shareholders meeting of PJSC Uralkali on April 7, 2014 (Minutes # 40 dd. April 7, 2014) and (ii) by the decision of the extraordinary general shareholders meeting of PJSC Uralkali on December 9, 2015 (Minutes # 48 dd. December 10, 2015), and (iii) by the decision of the extraordinary general shareholders meeting of PJSC Uralkali on March 15, 2016 (Minutes # 50 dd. March 16, 2016);*

*3. Non-Revolving Credit Facility Agreement # 5877 dd. March 24, 2016 (including all amendments and addenda thereto) between PJSC Uralkali (Borrower) and PJSC Sberbank (Creditor) approved by the decision of the extraordinary general shareholders meeting of PJSC Uralkali on March 15, 2016 (Minutes # 50 dd. March 16, 2016);*

*4. Non-Revolving Credit Facility Agreement #5878 dd. March 24, 2016 (including all amendments and addenda thereto) between PJSC Uralkali (Borrower) and PJSC Sberbank (Creditor) approved by the decision of the extraordinary general shareholders meeting of PJSC Uralkali on March 15, 2016 (Minutes # 50 dd. March 16, 2016);*

*5. Revolving Credit Facility Agreement dated April 19, 2017 (with all amendments and addenda thereto) between PJSC Uralkali (borrower) and PJSC Sberbank (creditor) approved by the annual general shareholders meeting of PJSC Uralkali on June 20, 2017 (Minutes #55 dd. June 20, 2017) and (ii) the extraordinary general shareholders meeting of PJSC Uralkali on December 26, 2018 (Minutes No. 58 dated December 28, 2018), exceeds 50% of the book value of the assets of the Company according to its RAS accounting (financial) statements as of the last reporting date.*

2.9 Value of the issuer's assets on the end-date of the reporting period (quarter) preceding the date of the transaction (agreement) in relation to which the established period of provision of accounting (financial) statements has expired: ***the value of PJSC Uralkali's assets as at September 30, 2018 is 641,662,352,000 rubles.***

2.9 Date of the transactions (agreements): ***February 15, 2019.***

2.11 Information on the decision to permit the conclusion of or subsequently approve the transaction in case when such decision was taken by an authorized governance body of the issuer or of the person that has provided security for the bonds of the issuer, that concluded the transaction (name of the governance body of the organization that took the decision to permit the conclusion of or subsequently approved the transaction, date of the indicated decision and number of minutes of the meeting of the authorized governance body of the organization where the indicated decision was taken, if it was taken by a collegial governance body of the organization), or an indication of the fact that the decision to permit the conclusion of the transaction or to subsequently approve the transaction was not taken: ***the transaction does not require a decision permitting its conclusion***

### **3. Signature**

3.1. Director for Legal and Corporate Affairs  
PJSC Uralkali

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

3.2. Date: 18 February 2019

CORPORATE SEAL