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Draft resolutions of the extraordinary general shareholders meeting of PJSC Uralkali on 15 March 2016

1. Approval of a major transaction (series of interrelated transactions).
2. Reorganization of Public Joint Stock Company Uralkali (hereinafter PJSC Uralkali, Company) in the form of merger with Joint Stock Company Uralkali-Technologiya and approval of the agreement on the termination of the merger agreement between Joint Stock Company Uralkali-Technologiya and PJSC Uralkali.
3. Reduction of the charter capital of PJSC Uralkali.
4. Participation of PJSC Uralkali in the “Association for the development of application of deicing chemicals”.

ITEM 1: Approval of a major transaction (series of interrelated transactions)

Issue put to the vote:

In accordance with sub-paragraph 14 paragraph 8.5 of the Charter of PJSC Uralkali and paragraph 3 Article 79 of the Federal Law “On Joint Stock Companies” N 208-FZ dated 26 December 1995, to approve a major transaction (series of interrelated transactions) – the Non-Revolving Credit Facility Agreement N5877 between PJSC Uralkali as Borrower and PJSC Sberbank as Creditor with the total credit limit of US\$ 1,900,000,000 (hereinafter **Credit Agreement 1**), and the Non-Revolving Credit Facility Agreement N 5878 between PJSC Uralkali as Borrower and PJSC Sberbank as Creditor with the total credit limit of US\$ 2,000,000,000 (hereinafter **Credit Agreement 2**), on the following principal terms and conditions:

1) Credit Agreement 1

1. Type of transaction	Non-revolving credit facility agreement											
2. Borrower	PJSC Uralkali											
3. Creditor	PJSC Sberbank											
4. Amount of financing (limit of the credit line)	US\$1,900,000,000 (hereinafter the Limit)											
5. Purpose of financing (purpose of the credit)	<p>According to a preliminary written approval of the Creditor:</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>											
6. Period of financing	Up to 84 months (inclusive).											
7. Availability period	From the 22 nd until the 47 th month (inclusive) of the date of execution of Credit Agreement 1.											
8. Limit increase schedule	<p>The amount of the limit is increased during the availability period in accordance with the following schedule:</p> <table border="1" style="margin-left: 40px;"> <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 22nd to the 28th (inclusive)</td> <td>475,000,000</td> </tr> <tr> <td>From the 29th to the 33rd (inclusive)</td> <td>950,000,000</td> </tr> <tr> <td>From the 34th until the 41st (inclusive)</td> <td>1,425,000,000</td> </tr> <tr> <td>From the 42nd until the 47th (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 nd to the 28 th (inclusive)	475,000,000	From the 29 th to the 33 rd (inclusive)	950,000,000	From the 34 th until the 41 st (inclusive)	1,425,000,000	From the 42 nd until the 47 th (inclusive)	1,900,000,000
Month of the date of execution of Credit Agreement 1	Amount of limit, US dollars											
From the 22 nd to the 28 th (inclusive)	475,000,000											
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From the 34 th until the 41 st (inclusive)	1,425,000,000											
From the 42 nd until the 47 th (inclusive)	1,900,000,000											
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>											
10. Interest rate and procedure of interest accrual:												
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</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</p>										

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	<p>quotation date plus no more than 4.95 (four point nine five) percent per annum inclusive (fixed Margin). 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>compliance with the terms and conditions of Credit Agreement 1.</p> <p>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"> - 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; - 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. <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 no more than 6.5 (six point five) percent per annum (inclusive).</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>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.</p>
<p>Procedure of interest payment</p>	<p>Quarterly</p>	
<p>11. Credit fees</p>	<p>Amount, calculation base and payment procedure</p>	

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<p>- Commitment fee</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"> - 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 21st 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>- Drawdown fee</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>- Prepayment charge</p>	<p>Is charged</p> <p>In accordance with p. 13.3 below in case of early repayment of the loan (or a portion thereof)</p>	<p>Amount</p> <p>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 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="647 1361 1452 2047"> <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> </tbody> </table>	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
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		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 $(\text{IRS ask} + \text{IRS bid})/2$, 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 1 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"> - 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>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>The notice period 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>	
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</p>		

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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.

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.

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

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	<p>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"> - 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 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:

1. Type of transaction	Non-revolving credit facility agreement						
2. Borrower	PJSC Uralkali						
3. Creditor	PJSC Sberbank						
4. Amount of financing (amount of the credit line)	US\$2,000,000,000 (hereinafter the Limit).						
5. Purpose of financing (purpose of the credit)	Fulfillment of the Borrower's obligation (partially or fully) to repay the principal debt to the Creditor (or upon written approval of the Creditor) to other creditors and for other purposes.						
6. Period of financing	Up to 120 months (inclusive)						
7. Availability period	From 01 January 2018 to 31 December 2019 (inclusive of both dates).						
8. Limit increase schedule	<p>The amount of the limit is increased during the period of availability in accordance with the following schedule:</p> <table border="1" style="margin-left: 40px;"> <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.</p> <p>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\$)						
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<p>9. Repayment of principal debt</p>	<p>In equal quarterly payments starting from the sixth year of the loan. A more exact/detailed procedure of repayment under Credit Agreement 2 is indicated in Credit Agreement 2.</p>
<p>10. Interest rate and procedure of interest accrual:</p>	
<p>Adjustable</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 an Adjustable Margin. 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. 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). The terms and procedure of determination of the size of the Adjustable Margin are specified in Credit Agreement 2. 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. 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. 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. If on the LIBOR 3M quotation date specified under Credit</p>

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		<p>Agreement 2:</p> <ul style="list-style-type: none"> - 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; - 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>. <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 no more than 6.5 (six point five) percent per annum (inclusive).</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>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.</p>
Procedure of interest payment	Quarterly	
11. Credit fees	Amount and calculation base	Payment procedure

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- Commitment fee	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.	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.																																		
- Drawdown fee	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.																																		
- Prepayment charge	Charged In accordance with p. 13.3. below in case of early repayment the loan (or a portion thereof)	<table border="1"> <thead> <tr> <th colspan="2" data-bbox="639 723 1452 757">Amount</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="639 757 1452 1126">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:</td> </tr> <tr> <th data-bbox="639 1126 1283 1167">Remaining credit period, calendar days</th> <th data-bbox="1283 1126 1452 1167">IRS</th> </tr> <tr> <td data-bbox="639 1167 1283 1234">From 3651 (three thousand six hundred fifty-one) to 4015 (four thousand fifteen)</td> <td data-bbox="1283 1167 1452 1234">10 Y</td> </tr> <tr> <td data-bbox="639 1234 1283 1301">From 3286 (three thousand two hundred eighty-six) to 3650 (Three thousand six hundred fifty)</td> <td data-bbox="1283 1234 1452 1301">9Y</td> </tr> <tr> <td data-bbox="639 1301 1283 1402">From 2921 (Two thousand nine hundred twenty-one) to 3285 (Three thousand two hundred eighty-five)</td> <td data-bbox="1283 1301 1452 1402">8Y</td> </tr> <tr> <td data-bbox="639 1402 1283 1469">From 2556 (Two thousand five hundred fifty-six) to 2920 (Two thousand nine hundred twenty)</td> <td data-bbox="1283 1402 1452 1469">7Y</td> </tr> <tr> <td data-bbox="639 1469 1283 1536">From 2191 (Two thousand one hundred ninety-one) to 2555 (two thousand five hundred fifty-five)</td> <td data-bbox="1283 1469 1452 1536">6Y</td> </tr> <tr> <td data-bbox="639 1536 1283 1603">From 1826 (One thousand eight hundred twenty-six) to 2190 (two thousand one hundred ninety)</td> <td data-bbox="1283 1536 1452 1603">5Y</td> </tr> <tr> <td data-bbox="639 1603 1283 1671">From 1461 (one thousand four hundred sixty-one) to 1825 (one thousand eight hundred twenty-five)</td> <td data-bbox="1283 1603 1452 1671">4Y</td> </tr> <tr> <td data-bbox="639 1671 1283 1738">From 1096 (one thousand ninety-six) to 1460 (one thousand four hundred sixty)</td> <td data-bbox="1283 1671 1452 1738">3Y</td> </tr> <tr> <td data-bbox="639 1738 1283 1805">from 731 (seven hundred thirty-one) to 1095 (one thousand ninety-five)</td> <td data-bbox="1283 1738 1452 1805">2Y</td> </tr> <tr> <td data-bbox="639 1805 1283 1872">From 366 (three hundred sixty-six) to 730 (seven hundred thirty)</td> <td data-bbox="1283 1805 1452 1872">1Y</td> </tr> <tr> <td data-bbox="639 1872 1283 1939">From 181 (one hundred eighty-one) to 365 (three hundred sixty-five)</td> <td data-bbox="1283 1872 1452 1939">Libor 6M</td> </tr> <tr> <td data-bbox="639 1939 1283 1984">From 91 (ninety-one) to 180 (one hundred eighty)</td> <td data-bbox="1283 1939 1452 1984">Libor 3M</td> </tr> <tr> <td data-bbox="639 1984 1283 2018">From 61 (sixty-one) to 90 (ninety)</td> <td data-bbox="1283 1984 1452 2018">Libor 2M</td> </tr> <tr> <td data-bbox="639 2018 1283 2054">From 31 (thirty-one) to 60 (sixty)</td> <td data-bbox="1283 2018 1452 2054">Libor 1M</td> </tr> </tbody> </table>	Amount		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:		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
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		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 $(\text{IRS ask} + \text{IRS bid})/2$, 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"> - 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>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>The notice period 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>	
12. Penalties	Amount	Calculation procedure	
For overdue payments on the loan and/or interest and/or commissions/fees	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).	
13. Other terms and conditions	<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</p>		

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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 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

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	<p>to the Creditor as 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">- 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:<ul style="list-style-type: none">- 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 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:

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)

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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:
 - 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:

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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 5851 in accordance with a justified current financial model of the Borrower (in the opinion of the Creditor).

ITEM 2: Reorganization of Public Joint Stock Company Uralkali (hereinafter PJSC Uralkali, Company) in the form of merger with Joint Stock Company Uralkali-Technologiya and approval of the agreement on the termination of the merger agreement between Joint Stock Company Uralkali-Technologiya and PJSC Uralkali

Issue put to the vote:

1. To cancel the decision previously adopted by an extraordinary general shareholders meeting of PJSC Uralkali (Minutes 42 dated 01 August 2014, item 1 of the meeting agenda) to reorganize the Company in the form of merger with Joint Stock Company Uralkali-Technologiya (MSRN 1055904534322) (hereinafter also the Transferring Company) on the terms and conditions specified under the merger agreement between Joint Stock Company Uralkali-Technologiya and the Company (hereinafter the Merger Agreement).
2. To approve the agreement on the termination of the Merger Agreement (attached).
3. To determine that the Company must notify the authority responsible for state registration of legal entities of the decision to cancel the reorganization within 3 three business days of the date of the relevant decision of the shareholders meeting.

ITEM 3: Reduction of the charter capital of the Company

Issue put to the vote:

To cancel the decision previously adopted by an extraordinary general shareholders meeting of PJSC Uralkali (Minutes N 42 dated 01 August 2014, item 2 of the meeting agenda) to reduce the charter capital of PJSC Uralkali by reducing the total number of shares of PJSC Uralkali as a result of the cancellation of the common registered uncertificated shares of PJSC Uralkali belonging to Closed Joint Stock Company Uralkali-Technologiya (hereinafter the Transferring Company) at the moment when a record of cessation of the Transferring Company in connection with the reorganization of PJSC Uralkali in the form of merger in compliance with the Merger Agreement is made in the Unified State Register of Legal Entities.

ITEM 4: Participation of PJSC Uralkali in the “Association for the development of application of deicing chemicals”

Issue put to the vote:

To participate in the “Association for the development of application of deicing chemicals” by joining (becoming a member) the indicated non-commercial organization.