

Notice of Significant Fact
Conclusion of a major transaction by the issuer

1. General information	
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. http://www.uralkali.com 2. http://www.e-disclosure.ru/portal/company.aspx?id=1233</i>

2. Notice
<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>major transaction (series of interrelated transactions): Additional Agreement No.8 dated December 27, 2017 to Non-Revolving Credit Facility Agreement No.5674 dated December 19, 2013 (hereinafter Credit Facility 1); Additional Agreement No.5 dated December 27, 2017 to Non-Revolving Credit Facility Agreement No. 5877 dated March 24, 2016 (hereinafter Credit Facility 2); Additional Agreement No. 5 dated December 27, 2017 to Non-Revolving Credit Facility Agreement No. 5878 dated March 24, 2016 (hereinafter Credit Facility 3); Amendment Agreement dated December 27, 2017 to Non-Revolving Credit Facility Agreement dated April 19, 2017 (hereinafter Credit Facility 4).</i></p> <p>2.3 Credit Facility 1</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>Under Credit Facility 1 the Creditor undertakes to provide the Borrower with a non-revolving credit line with the total limit of US\$2,000,000,000 (two billion US dollars) in accordance with the agreed limit increase schedule for the purpose of financing current and investment activities of the Borrower including (but not limited to) financing of the costs of production of products for export, refinancing of current obligations (including the obligations to the Creditor), provision of loans for the purpose of repurchasing own shares/bonds/global depository receipts ("GDR") issued in relation to the shares of the Borrower, acquisition of shares/stakes in the charter capital of companies including own exchange-traded shares/bonds/GDRs issued on the shares of the Borrower and payment of dividends (including payment of taxes withheld from the income of taxpayers-recipients of dividends) for a period ending on December 18, 2019 (inclusive of this date).</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 Credit Facility 2</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>Under Credit Facility 2 the Creditor undertakes to provide the Borrower with a credit line with the total limit of US\$ 1,900,000,000 (one billion nine hundred million US dollars) in accordance with the agreed limit increase schedule. Period of financing: up to 84 months (inclusive). Availability period: from the 22nd to the 47th month (inclusive) from the date of execution of Credit Agreement 1. Repayment of principal debt: in 12 equal quarterly payments in the last 36 months of the Financing Period. The Borrower shall pay interest to the Creditor in the currency of the credit in accordance with an adjustable interest rate. The interest rate is determined on the basis of LIBOR 3M as of the quotation date plus no more than 4.95 (four point nine five) percent per annum inclusive (fixed margin). The amount of the fixed margin is: for the period from the date of credit disbursement (not inclusive of this date until December 27, 2017 (inclusive) – 4.95% per annum; for the period from December 28, 2017 (inclusive) until the date of full repayment under the agreement – 3.65% per annum.</i></p>

2.4.3 Period of performance of obligations: *Date of full repayment of the loan: 23 March 2023*

2.5 Credit Facility 3

2.5.1 Type and subject matter of transaction: *Amendments to Non-Revolving Credit Facility Agreement No. 5878 dated March 24, 2016*

2.5.2 Description of the transaction including the civil rights and obligations affected (established, altered or terminated) by the transaction: *Under Credit Facility 3 the Creditor undertakes to provide the Borrower with a credit line with the total limit of US\$ 2,000,000,000 (two billion US dollars) in accordance with the agreed limit increase schedule. Period of financing: up to 120 months (inclusive). Repayment of principal debt: in equal quarterly payments starting with the sixth year of the credit facility. The period of availability ends on December 31, 2020. The Borrower shall pay interest to the Creditor in the currency of the credit in accordance with an adjustable interest rate on the following conditions: The interest rate is determined on the basis of LIBOR 3M as of the quotation date plus an Adjustable Margin. The Adjustable Margin is determined in accordance with the indicator Net Debt/EBITDA calculated in compliance with the terms and conditions of Credit Facility 2 on the basis of consolidated financial statements of Uralkali Group to be provided to the Creditor in compliance with the terms and conditions of Credit Agreement 2. The Adjustable Margin cannot be less than 3.1% per annum and cannot exceed 3.9% per annum.*

2.5.3 Period of performance of obligations: *Date of full repayment of the loan: 23 March 2026*

2.6 Credit Facility 4

2.6.1 Type and subject matter of transaction: *Amendments to Non-Revolving Credit Facility Agreement whereby the creditors indicated in the agreement shall provide PJSC Uralkali with a revolving credit facility not exceeding US\$750,000,000.*

2.6.2 Description of the transaction including the civil rights and obligations affected (established, altered or terminated) by the transaction *Under Credit Facility 4 the Creditors undertake to provide the Borrower with a revolving credit facility with differentiated rates whereby the total credit limit will not exceed US\$750,000,000 (seven hundred fifty million US dollars). The monetary funds can be provided in tranches per the request of the Borrower to disburse and use cash funds, whereby the Borrower shall send the Credit Agent a loan disbursement application indicating the amount of the requested loan which shall be no less than US\$25,000,000 and no more than the amount of the total credit limit, indicating the expected date of the disbursement, not later than on the last day of the period of cash disbursement, which equals 36 months from the date of execution of the Credit Agreement (inclusive) and signature of the loan disbursement confirmation by all parties to the drawdown. The Borrower shall pay interest to the Creditor for the use of the loan in the currency of the loan. The interest rate shall be specified in the indicated confirmation separately in each case of cash disbursement.*

2.6.3 Period of performance: *The date of full repayment of the loan (loans): 40 months after the Date of signature (Date of signature – April 19, 2017).*

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 – Public Joint Stock Company Uralkali as borrower, PJSC Sberbank of Russia as authorized lead arranger (creditor), security agent and joint and several creditor, Sberbank (Switzerland) AG as authorized lead arranger (creditor) and credit agent, SIB (CYPRUS) LIMITED as 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 rate of 3.55% per annum accrued on the amount of actual outstanding loan during the entire period for which the credit facility is provided; 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) 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\$750,000,000; (ii) total amount of interest accrued separately in relation to each credit amount (tranche) provided to the Borrower during the entire period of its use, but not exceeding the term of the credit facility; (iii) arrangement fee and other fees payable under the Credit Facility.

Total amount of the interrelated 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),

exceeds 50% of the book value of the assets of the Company according to its RAS accounting statements as of the last reporting date in aggregate.

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, 2017 – 602,875,278,000 rubles.***

2.10 Date of the transactions (agreements): ***December 27, 2017***

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: 28 December 2017

CORPORATE SEAL