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**Draft resolutions of the extraordinary general shareholders meeting of OJSC Uralkali on 11 November 2014**

**Agenda of the meeting:**

1. Approval of the new edition of the Charter of OJSC Uralkali.
2. Determination of the price of the services acquired by OJSC Uralkali under the Directors and Officers Liability Insurance Agreement # 2331N10877 dated 24 July 2014.
3. Approval of the Directors and Officers Liability Insurance Agreement # 2331N10877 dated 24 July 2014 as an interested-party transaction.

**Item # 1. Approval of the new edition of the Charter of OJSC Uralkali**

**Draft resolution:**

To approve the new edition of the Charter of OJSC Uralkali

**Item #2. Determination of the price of the services acquired by OJSC Uralkali under the Directors and Officers Liability Insurance Agreement # 2331N10877 dated 24 July 2014**

**Draft resolution:**

To determine the price of the services acquired by OJSC Uralkali under the Directors and Officers Liability Insurance Agreement # 2331N10877 dated 24 July 2014 between OJSC Uralkali and CJSC AIG as 339,880 US dollars.

**Item #3. Approval of the Directors and Officers Liability Insurance Agreement # 2331N10877 dated 24 July 2014 as an interested-party transaction**

**Draft resolution:**

To approve the Directors and Officers Liability Insurance Agreement N 2331N10877 dated 24 July 2014 (hereinafter the Insurance Agreement) - as an interested-party transaction on the following conditions:

**1. Parties to the Insurance Agreement:**

Policy holder – OJSC “Uralkali”;  
Insurer – CJSC “AIG”

**2. Persons insured under the Insurance Agreement:**

Insured legal entity (hereinafter the Insured Company) – OJSC “Uralkali”, current subsidiary companies of OJSC “Uralkali” and certain future subsidiaries of OJSC “Uralkali”.

Insured individual (hereinafter the Insured Individual) – any individual who is a properly elected or appointed as a past, present or future director, officer, administrator or manager of an Insured Company, the sole executive body, member of the Management Board or member of any other governance body, any member of the Board of Directors or the Supervisory Board or Advisory Board of an Insured Company, and any past, present or future Chief Legal Counsel, Financial Director, Chief Accountant, Corporate Secretary, Secretary of the Board of Directors or Head of Risk Management (or similar post) of an Insured Company, and any individual employed in the indicated capacity in any Insured Company whose duties and job responsibilities are similar to the posts indicated above in compliance with any legislation; any individual who was, is or will be an employee of an Insured Company during the period of insurance coverage: against whom a claim is brought with regard to their official managerial or supervisory duties in such Insured Company or who is named as a co-defendant with a director or an officer of an Insured Company under any claim where it is stated that the indicated employee participated or cooperated in wrongful acts; any individual who was is or will be during the period of insurance, upon specific request of the Insured Company, a director, officer, trustee, manager (or equivalent position) in a separate company. The Insured Companies and the Insured Individuals are hereinafter referred to as the Insured Persons.

**3. Beneficiaries under the Insurance Agreement: the Insured Persons**

**4. Period of insurance: from 25 July 2014 until 24 July 2015 (inclusive of both of these dates)**

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**5. Periods of discovery:**

- At least 60 days without payment of additional insurance premiums;
- 1 year with payment of no more than 75% of a full insurance premium valid on the date of expiry of the period of insurance;

**6. Term of validity of the Insurance Agreement:** a period of time coinciding with the commencement of the period of insurance and expiration of the discovery period.

**7. Insurance amounts:**

The total insurance amount (total insurance limit) – at least 100,000,000 US dollars. Lesser insurance amounts (sub-limits) are set under the Insurance Agreement and are included in the total insurance amount (not added):

- Sub-limit for case-related expenses – at least 3,000,000,000 US dollars;
- Sub-limit for additional expenses in case of unexpected actions by supervisory authorities – at least 100,000 US dollars;
- Sub-limit for investigations – at least 10,000,000 US dollars;
- Sub-limit for fines under the US Anti-Corruption Act – at least 1,000,000 US dollars;
- Sub-limit for media expenses in connection with extradition – at least 500,000 US dollars.

An additional insurance amount of all independent directors – not less than a total of 5,000,000 US dollars but at least 1,000,000 US dollars per independent director. The additional insurance amount for independent directors is applied on top of the total insurance amount under the Insurance Agreement.

**8. Price of services under the Insurance Agreement (insurance premium):** no more than 339,880 US dollars.

**9. Franchise:**

- For the Insured Individuals – no more than 100,000 US dollars
- For the Insured Companies – no more than 200,000 US dollars

**10. Subject matter of the Insurance Agreement:** The Policy Holder undertakes to pay the insurance premium and to abide by the terms and conditions of the Insurance Agreement; the Insurer undertakes to pay insurance coverage in cases of insurance events in compliance with the Insurance Agreement.

**11. Insurance coverage**

- Coverage of losses of the Insured Individual – the losses incurred by the Insured Individual as a result of claims against them for their actions/omissions when acting in an official capacity/holding a post in an Insured Company or a separate company.
- Coverage of compensation paid by an Insured Company – all amounts paid by an Insured Company to an Insured Individual as compensation of losses (including the amounts of liability, legal and certain other expenses) which the Insured Person incurred as a result of claims against them for their actions/omissions when acting in an official capacity/ holding a post in an Insured Company or in a separate company.
- Coverage of losses of an Insured Company – coverage of all losses (including the amount of liability, legal and certain other costs) which the Insured Company incurred as a result of claims against it for violations of the legislation on securities.

**12. Object of insurance:** Property interests of the Insured Persons related to incurrance of losses.

**13. Insurance event:** Fact of lodging of claims against the Insured Persons which are certain to result in incurrance of losses by the Insured Persons even if no actual losses have been incurred yet during the period of insurance or the period of discovery.

**14. Limit of insurance coverage:**

The Insurance Agreement does not cover:

- The salary of any Insured Individual, the cost of their time or any overhead costs of any Insured Company;
- Fines and penalty sanctions (with exception of certain cases), taxes, salaries or employment benefits, multiplied losses awarded as multiplied damages, any amounts due in compliance with orders for financial

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support or notices of payment from a regulatory authority on pensions or other authorities, and all amounts which cannot be insured;

- Anyclaimsrelatedto: (a) receiptofincomeorbenefitstowhichtheInsuredPersonisnotlegallyentitled; (b) anyintentionalcriminalormalevolentact, intentionalerrororomissionoranyintentionalordeliberateviolationofthelawbytheInsuredPerson; (c) personal injuries or damage to property; (d) past claims and circumstances; (e) pollution of the environment; (f) pension plans, profit participation programs or benefit programs for employees; and (g) American claims filed by one Insured Person against another Insured Person;
- Anyclaimsrelatedto: (a) publicorprivateofferingofthesecuritiesofanyInsuredCompanyinanyjurisdictionand/or (b) listing of the securities of any Insured Company or trading in the securities of any Insured Company in any stock exchange or securities market by the Insured Company in the period from 16 June 2011 until the date of expiration of the period of insurance;
- Amountsof overrated costs of acquired assets;
- Proceedingson administrative cases and other cases opened by regulatory authorities against an Insured Company, any investigations of an Insured Company and claims related to criminal, administrative and other disciplinary action against any Insured Company;
- Any claims which are covered by the directors and officers liability insurance in connection with public placement of securities executed in April-June 2013 between OJSC "Uralkali" (Policy Holder), CJSC "AIG" (Co-Insurer 1) and LLC IC "Zurich" (Co-Insurer 2);
- AnyclaimswhicharecoveredbythePolicy (insuranceagreement) # 2331A00175 executed on 21 June 2011 between OJSC "Uralkali" (Policy Holder) and CJSC "AIG" (former name as of the date of issuance of the Policy # 2331A00175 – CJSC "Chartis") (as Insurer).

The Insurer is not obliged to provide insurance coverage or to make insurance payment or to provide any other economic benefits if such coverage, insurance payment or economic benefit result in violations of any imposed sanctions, prohibitions or restrictions within the framework of UN resolutions or trade or economic sanctions, law or regulations of the Russian Federation, European Union or the USA by the Insurer or its founder or the person entitled to issue mandatory instructions for the Insurer.