

Notice

Of significant fact – general meeting of shareholders of the issuer and the decisions adopted by the general meeting

1. General information	
1.1. Full trademark name of the issuer (for non-commercial organizations – name)	<i>Open Joint Stock Company “Uralkali”</i>
1.2. Short trademark name of the issuer	<i>OJSC “Uralkali”</i>
1.3. Address of the issuer	<i>Russian Federation, 618426, Perm Territory, Berezniki, Pyatiletki Street 63</i>
1.4. MSRN of the issuer	<i>1025901702188</i>
1.5. TIN of the issuer	<i>5911029807</i>
1.6. Issuer’s unique code assigned by the registration authority	<i>00296-A</i>
1.7. Address of the website utilized for information disclosure	<i>http://www.uralkali.com</i>

2. Notice content

1. Type of the general meeting of shareholders of the issuer - *extraordinary*;
2. Form of the general meeting of shareholders – *absentee voting (by poll)*;
3. Date, venue, time of the general meeting of shareholders of the issuer -*16 April 2012, postal address to which completed voting ballots were sent: Russian Federation, 618426, Perm Territory, Berezniki, Pyatiletki Street, 63*;
4. Quorum of the general meeting of shareholders – *Voting shares of the Company counted while establishing the presence of quorum:*
 - 4.1. Category (type) of the shares of the Company – *ordinary shares*;
 - 4.2. Outstanding shares of the Company - *3 094 637 905 shares*;
 - 4.3. Shares of the Company owned by the Company as of the date of preparation of the list of persons who are entitled to participate in the general meeting of shareholders – *121 329 shares*;
 - 4.4. Voting shares of the Company counted while establishing the presence of quorum - *3 094 516 576 shares*;
The shareholders who participated in the general meeting owned a total of more than 50% of the outstanding voting shares of the Company. The quorum required to adopt resolutions on the issues on the agenda was present.
5. Agenda of the general meeting of shareholders:
 - 5.1. *Reorganization of Open joint stock company Uralkali (“OJSC Uralkali” or the “Company”) through merger of Closed joint stock company Investment Company Silvinit-Resurs, Closed joint stock company SP Kama and Open joint stock company Kamskaya mining company into the Company, including the approval of the agreement on the merger of Closed joint stock company Investment Company Silvinit-Resurs, Closed joint stock company SP Kama and Open joint stock company Kamskaya mining company into the Company.*
 - 5.2. *Reduction of the Company’s charter capital.*
 - 5.3. *On approval of the interested-party transaction – the Agreement No 5480 on a nonrevolving credit line dated 23.11.2011 (hereinafter referred to as the NCL Agreement No 5480 dated 23.11.2011) between OJSC “Uralkali” (Borrower) and OJSC “Sberbank of Russia” (Creditor), including the Additional Agreement No 1 dated 09.12.2011, Additional Agreement No 2 dated 27.12.2011 and Additional Agreement No 3.*
 - 5.4. *On approval of the interrelated transactions as interested-party transactions – the interrelated transactions ensuring the performance of obligations OJSC “Uralkali” under the Agreement No 5480 dated 23.11.2011 on a nonrevolving credit line (hereinafter referred to as the NCL Agreement No 5480*

dated 23.11.2011) between OJSC “Uralkali” (Borrower) and OJSC “Sberbank of Russia” (Creditor), including the Additional Agreement No 1 dated 09.12.2011, Additional Agreement No 2 dated 27.12.2011 and Additional Agreement No 3, – the agreement on the pledge of property assets of OJSC “Uralkali” and the agreement on the pledge of property rights under the contract (contract) concluded between OJSC “Uralkali” and CJSC “Belarusian Potash Company”.

5.5 On approval of the interested-party transaction - the cross-currency interest rate swap under the agreement on the general conditions of bilateral interest rate transactions between OJSC “Sberbank of Russia” and OJSC “Uralkali”.

5.6. On approval of the new edition of the Regulations on the Revision Commission of OJSC “Uralkali”.

5.7. On approval of the Amendments to the Regulations on the Remuneration and Reimbursement of the Members of the Board of Directors of OJSC “Uralkali”.

6. Results of voting on the issues of the agenda of the general meeting of shareholders where a quorum was present, wording of the resolutions adopted by the general meeting of shareholders on the indicated issues::

AGENDA ITEM No. 1. Reorganization of Open joint stock company Uralkali (“OJSC Uralkali” or the “Company”) through merger of Closed joint stock company Investment Company Silvinit-Resurs, Closed joint stock company SP Kama and Open joint stock company Kamskaya mining company into the Company, including the approval of the agreement on the merger of Closed joint stock company Investment Company Silvinit-Resurs, Closed joint stock company SP Kama and Open joint stock company Kamskaya mining company into the Company.

Results of voting – number of votes: "In favor"- 2 286 563 499; "Against" - 214 656; "Abstained"- 1 938 866; **Decision adopted:**

Wording of the resolution adopted on the issue put to the vote:

1.1. To reorganize the Company in the form its merger with Closed joint stock company Investment Company Silvinit-Resurs (OGRN 1115919001824), Closed joint stock company SP Kama (OGRN 1115911003185) and Open joint stock company Kamskaya mining company (OGRN 1075919001344) (hereinafter also referred to as the “Merging Companies”) on the terms set forth in the agreement on the merger of Closed joint stock company Investment Company Silvinit-Resurs, Closed joint stock company SP Kama and Open joint stock company Kamskaya mining company into the Company (hereinafter referred to as the “Merger Agreement”), with the transfer to the Company of all the property, rights and obligations of the Merging Companies and their termination.

1.2. To approve the Merger Agreement (attached).

1.3. Since OJSC Uralkali (i) owns 100 percent of uncertificated registered ordinary shares of Closed joint stock company SP Kama, (ii) pursuant to the Merger Agreement, it will own 100 percent of uncertified registered ordinary shares of Closed joint stock company Investment Company Silvinit-Resurs as at the date of submission to the body that carries out state registration of legal entities of the petition for the state registration of the termination of Closed joint stock company Investment Company Silvinit-Resurs due to its merger into OJSC Uralkali, and (iii) pursuant to the Merger Agreement, it will own 100 percent of uncertificated registered ordinary shares of Open joint stock company Kamskaya mining company as at the date of submission to the body that carries out state registration of legal entities of the petition for the state registration of the termination of Open joint stock company Kamskaya mining company due to its merger into OJSC Uralkali, determine that:

- in the course of reorganization through merger of Closed joint stock company Investment Company Silvinit-Resurs, Closed joint stock company SP Kama and Open joint stock company Kamskaya mining company into OJSC Uralkali, the uncertificated registered ordinary shares of each of the Merging Companies owned by OJSC Uralkali will not to be converted and no additional OJSC Uralkali shares will be placed for the purpose of reorganization;
- all of the uncertificated registered ordinary shares of Closed joint stock company Investment Company Silvinit-Resurs, Closed joint stock company SP Kama and Open joint stock company Kamskaya mining company owned by OJSC Uralkali are to be cancelled as of the date when an entry was made in the unified state register of legal entities on the termination of a respective Merging Company.

1.4. To determine that pursuant to Clause 4 of Article 17 of the Federal Law “On Joint Stock Companies”, the following are to be cancelled during the merger of each of the Merging Companies into OJSC Uralkali:

- the own shares owned by each of the Merging Companies;
- the shares of each of the Merging Companies owned by OJSC Uralkali;
- the shares of OJSC Uralkali owned by the respective Merging Company.

1.5. To determine that following completion of the merger of the Merging Companies into OJSC Uralkali, the charter capital of OJSC Uralkali will be decreased by the nominal value of shares of OJSC Uralkali that are owned by the respective Merging Company as at the date at which an entry was made in the unified state register of legal entities on the termination of the respective Merging Company due to its merger into OJSC Uralkali and are subject to cancellation upon merger in accordance with the Merger Agreement.

1.6. To determine that the Company should report on the commencement of reorganization of OJSC Uralkali, Closed joint stock company Investment Company Silvinit-Resurs, Closed joint stock company SP Kama and Open joint stock company Kamskaya mining company to the body that carries out state registration of legal entities within three working days of the reorganization decision. After an entry has been made in the unified state register of legal entities on the commencement of reorganization, the Company should publish a reorganization notice in the mass media that ordinarily publish information on the reorganization of legal entities, placing such notices twice at one-month intervals on behalf of all the companies involved in the reorganization.

AGENDA ITEM No. 2. On reduction of the charter capital of the Company.

Results of voting – number of votes: “In favor” - 2 016 792 113; "Against"- 311 355; "Abstained"- 2 196 509; **Decision adopted;**

Wording of the resolution adopted on the issue put to the vote:

To reduce the charter capital of OJSC Uralkali by reducing the total number of OJSC Uralkali shares through redemption of uncertificated registered ordinary shares of OJSC Uralkali owned by Closed joint stock company Investment Company Silvinit-Resurs, Closed joint stock company SP Kama and Open joint stock company Kamskaya mining company (hereinafter referred to as the “Merging Companies”) as of the date at which an entry was made in the unified state register of legal entities on the termination of the respective Merging Company due to the reorganization of OJSC Uralkali through merger under the Merger Agreement, with subsequent amendment of the Company Charter after such redemption on the basis of this resolution to reduce the charter capital of OJSC Uralkali and the report on the results of redemption to be approved by the Board of Directors of OJSC Uralkali in accordance with effective laws of the Russian Federation.

AGENDA ITEM No. 3. On approval of the interested-party transaction – the Agreement No. 5480 on a nonrevolving credit line dated 23.11.2011 (hereinafter referred to as the NCL Agreement No. 5480 dated 23.11.2011) between OJSC “Uralkali” (Borrower) and OJSC “Sberbank of Russia” (Creditor), including the Additional Agreement No. 1 dated 09.12.2011, Additional Agreement No 2 dated 27.12.2011 and Additional Agreement No 3.

Results of voting – number of votes: “In favor” - 1 629 560 609; "Against" - 350 595; "Abstained"- 11 038 563; **Decision adopted;**

Wording of the resolution adopted on the issue put to the vote:

1. In compliance with Clause 5, Article 79 and Article 83 of the Federal Law “On Joint Stock Companies” and in pursuant to sub-clause 13, Clause 8.5 of the Charter of OJSC “Uralkali”, to approve the conclusion of the NCL Agreement No. 5480 dated 23.11.2011 between OJSC “Uralkali” (Borrower) and OJSC “Sberbank of Russia” (Creditor) including the Additional Agreement No. 1 dated 09.12.2011, Additional Agreement No 2 dated 27.12.2011 and Additional Agreement No. 3 as an interested-party transaction (the value of the transaction is more than 2% of the balance-sheet value of the assets of OJSC “Uralkali” in compliance with the accounting statements of the Company prepared under the RSA as of the last reporting date) on the following conditions:

1.1. Subject matter of transaction – credit facility in the form of a nonrevolving credit line.

1.2. Credit limit – 66,000,000,000 rubles.

1.3. Purpose of financing

1.3.1. financing of investment activity, working capital financing, payment of dividends (including payment

of taxes payable by recipients of dividends) and provision of a loan to finance the buyback of the shares of the Borrower and the global depository receipts issued in relation to the shares of the Borrower (stipulated by the terms of the Additional Agreement No. 3 to the NCL Agreement No.5480 dated 23.11.2011).

1.3.2. working capital financing, payment of dividends (including payment of taxes payable by recipients of dividends) and provision of a loan to finance the buyback of the shares of the Borrower and the global depository receipts issued in relation to the shares of the Borrower (stipulated by the terms of the NCL Agreement No. 5480 dated 23.11.2011 including the Additional Agreement No. 1 dated 09.12.2011, Additional Agreement No. 2 dated 27.12.2011).

1.4. Term of credit – until 22 November 2014 (inclusive of this date).

1.5. Period of availability of credit funds – from 23 November 2011 (inclusive of this date) until 20 May 2012 (inclusive of this date).

1.6. The loan must be repaid in compliance with the following schedule:

Date	Amount of payment in percentage of outstanding debt as of the final date of the period of availability
22 February 2014	0.25 (zero point two five)
22 May 2014	0.25 (zero point two five)
22 August 2014	0.25 (zero point two five)
22 November 2014	0.25 (zero point two five)

1.7. Interest rate:

) From the date of granting of the credit (not inclusive of this date) until 27 August 2012 (inclusive of this date) – a fixed interest rate of 9.05% per annum;

) From 28 August 2012 (inclusive of this date) until the date of full repayment of the loan indicated in 1.4 hereinabove – a variable rate:

9.05% per annum on the condition that the amount of revenue received by the Borrower into its bank account with the Creditor during the Settling period is at least 35% of the total revenue of the Borrower in the Settling period;

10.05% per annum on the condition that the amount of revenue received by the Borrower into its bank account with the Creditor during the Settling period is less than 35% of the total revenue of the Borrower in the Settling period;

) The interest rate is set once every six months and applies to the relevant Settling period without execution of an additional agreement. The Creditor notifies the Borrower of the interest rate set for the Interest period in compliance with the table below in writing:

Settling period	Interest period
From 01 January until 30 June	From 28 August until 27 February
From 01 July until 31 December	From 28 February until 27 August

1.8. Interest is paid quarterly on the 27th day of the second month of each calendar quarter and on the date of full repayment of the loan.

1.9. Payment of credit line opening – 0.75% of the credit limit, which is 495,000,000 rubles, to be paid in a lump sum prior to the date of granting of credit but not later than 29 November 2011.

1.10. Payment for use of the credit line – 0.75% per annum of the clear balance of the credit line – to be paid on the dates of interest payment.

1.11. Early repayment of the loan:

1.1. If the loan is repaid earlier (partially or fully) than the dates indicated in c. 1.6 within the period starting on the date of granting of the credit and finishing on 22 November 2012 the Borrower shall pay the Creditor a prepayment charge as follows:

(a) 1.5 (one point five) percent per annum of the amount of the early repayment for the period starting on the date of factual repayment of the loan (not inclusive of this date) until the nearest date indicated in c. 1.6 hereinabove (inclusive of this date) for which there is an outstanding indebtedness under the loan in the relevant amount, if the loan (portion of the loan) is repaid without prior written notification at least forty-five (45) calendar days prior to the date of repayment (inclusive of this date);

- (b) 1.0 (one) percent per annum of the amount of the early repayment for the period starting on the date of factual loan repayment (not inclusive of this date) until the nearest date indicated in c. 1.6 hereinabove (inclusive of this date) for which there is an outstanding indebtedness under the loan in the relevant amount, if the loan (portion of the loan) is repaid with prior written notification at least forty-five (45) calendar days prior to the date of repayment (not inclusive of this date).
- 1.2. In the period starting on 23 November 2012 and ending on the date of full repayment of the loan indicated in c. 1.4 hereinabove, if the loan (fully or partially) is repaid before the dates indicated in c. 1.6 hereinabove, the Borrower shall pay the Creditor a prepayment charge as follows:
- (a) 1.0 (one) percent per annum of the amount of the early repayment of the loan (portion of the loan) for the period starting on the date of factual repayment of the loan (not inclusive of this date) until the nearest date indicated in c. 1.6 hereinabove (inclusive of this date) for which there is an outstanding indebtedness under the loan in the relevant amount, if the loan (portion of the loan) is repaid without prior written notification at least forty-five (45) days prior to the date of repayment (inclusive of this date);
- (b) 0.5 (zero point five) percent per annum of the amount of the early repayment of the loan (portion of the loan) for the period starting with the date of factual repayment of the loan (not inclusive of this date) until the nearest date indicated in c. 1.6 hereinabove (inclusive of this date) for which there is an outstanding indebtedness under the loan in the relevant amount, if the loan (portion of the loan) is repaid with prior written notification at least forty-five (45) calendar days prior to the date of repayment (not inclusive of this date).
- 1.3. The date of receipt of the notification indicated above by the Creditor is not taken into consideration when the number of days is calculated.
- 1.4. The charge for early repayment of the loan is paid by the Borrower to the Creditor at the same time as the payment for early repayment of the outstanding debt.
- 1.12. The penalty for overdue payments is double the maximum interest rate under the NCL Agreement No.5480 dated 23.11.2011 which is charged in percent per annum on the amount of overdue payment for each day of delay from the first day of delay (not inclusive of this date) until the date of full repayment of the overdue amount (inclusive of this date).
- 1.13. The Borrower agrees to conclude agreements on direct debiting of monetary funds in order to repay any overdue amounts under the loan from the accounts of the Borrower with the.
- 1.14. The collateral ensuring the performance of the Borrower's obligations under the NCL Agreement No. 5480 dated 23.11.2011:
- (a) Pledge of property assets of OJSC "Uralkali" whose appraised value is at least 10,000,000,000 rubles;
- (b) Pledge of the property rights under the contracts with CJSC "Belarusian Potash Company" whose contract value is at least 21,000,000,000 rubles.
- 1.15. OJSC "Sberbank of Russia" has the right to change the procedure of interest rate calculation and to increase the interest rates indicated in c. 1.7 hereinabove due to (but not limited to) the decision of the Bank of Russia to increase the refinancing rate.

AGENDA ITEM No. 4. On approval of the interrelated transactions as interested-party transactions – the interrelated transactions ensuring the performance of obligations OJSC "Uralkali" under the Agreement No. 5480 dated 23.11.2011 on a nonrevolving credit line (hereinafter referred to as the NCL Agreement No. 5480 dated 23.11.2011) between OJSC "Uralkali" (Borrower) and OJSC "Sberbank of Russia" (Creditor), including the Additional Agreement No. 1 dated 09.12.2011, Additional Agreement No. 2 dated 27.12.2011 and Additional Agreement No. 3, – the agreement on the pledge of property assets of OJSC "Uralkali" and the agreement on the pledge of property rights under the contract (contract) concluded between OJSC "Uralkali" and CJSC "Belarusian Potash Company".

Results of voting – number of votes "In favor" - 1 629 475 111; "Against" - 268 369; "Abstained"- 11 262 316; **Decision adopted**

Wordings of the resolution adopted on the issue put to the vote:

In order to fulfill the obligations of OJSC "Uralkali" under the NCL Agreement No. 5480 dated 23.11.2011 including the Additional Agreement No. 1 dated 09.12.2011, Additional Agreement No 2. dated 27.12.2011 and also Additional Agreement No 3. fully and in a timely manner, to approve the conclusion of the pledge agreements between OJSC "Uralkali" and OJSC "Sberbank of Russia" as interested-party transactions (the total value of the property pledged under the indicated agreements exceeds 2% of the balance-sheet value of

the assets of OJSC “Uralkali” in compliance with the accountings statements of the Company prepared under the RSA as of the last reporting date).

1. The pledge agreements are concluded on the following general conditions:

Clause	Type of collateral	Procedure of appraisal of market value	Appraised value	Discount, %	Collateral value, million rubles	Jurisdiction
1.1.1	Property assets	Independent appraiser	At least 10,000 million rubles	Set by OJSC “Sberbank of Russia”	Appraised value with discount	Russian law
1.1.2	Property rights under the contract (contracts) concluded between OJSC “Uralkali” and CJCS “Belarusian Potash Company”	In compliance with the contract value	At least 21,000 million rubles	0%	At least 21,000 million rubles	Swedish/English Law

2. Conditions of the conclusion of pledge transactions:

2.1. The appraised value of the subject matter of the pledge indicated in c. 1.1.1 hereinabove is determined in compliance with the appraisal report prepared by an independent appraiser selected by OJSC “Uralkali” from the list of appraisers-partners of OJSC “Sberbank of Russia” whose form and content is found to be satisfactory by OJSC “Sberbank of Russia”. All expenses (if applicable) related to notarization of the pledge agreement (s), registration of the pledge of vehicles by state authorities, registration of the pledge by authorized government bodies (if the pledged property is immovable property) are born by OJSC “Uralkali”. The collateral value is based on the appraised value and the discount set by the OJSC “Sberbank of Russia”.

2.2. The collateral value of the subject of the pledge indicated in c. 1.1.2 hereinabove is determined on the basis of the contract value without a discount.

3. Insurance of the subject matter of pledge:

3.1. OJSC “Uralkali” undertakes to insure the pledged property from the risk of destruction, loss, deficiency or damage (the required suite of documents) within thirty (30) calendar days following the date of the pledge of the collateral indicated in c. 1.1.1 hereinabove and to name OJSC “Sberbank of Russia” as the beneficiary under the insurance agreement in all cases set forth under the rules of insurance and to extend the term of insurance until the obligations of OJSC “Uralkali” under the NCL Agreement No 5480 dated 23.11.2011 are fulfilled.

3.2. OJSC “Uralkali” must obtain approval (ensure obtainment of approvals) of the conditions of the insurance agreement including the amount of insurance coverage and the possibility to extend the insurance agreement from OJSC “Sberbank of Russia”.

3.3. OJSC “Uralkali” has the right to have the pledged property insured by any insurance company which meets the requirements of OJSC ‘Sberbank of Russia’ and which has concluded a Cooperation Agreement with OJSC “Sberbank of Russia” and which has been listed on the website of OJSC “Sberbank of Russia” as an insurance company involved in insurance of pledged assets.

3.4. If upon expiration of the insurance agreement the insurance company no longer satisfies the requirements of OJSC “Sberbank of Russia” published on the official website of the Bank on the Internet, OJSC “Sberbank of Russia” has the right to demand that OJSC “Uralkali” engage another insurance company while OJSC “Uralkali” must replace the insurance company within the term

indicated by OJSC “Sberbank of Russia”.

- 3.5. OJSC “Uralkali” must ensure the transfer to OJSC “Uralkali” of a copy of the insurance policy (if available) and/or a copy of the insurance agreement (if available) (additional agreement on extension of the term of the insurance agreement) signed by the director of the insurance company and bearing the official seal of the insurance company within three (3) business days following the date of execution of the insurance agreement or an additional insurance agreement on extension of the term of the insurance agreement.
- 3.6. When the term of the insurance agreement is extended, the amount of insurance coverage may be changed with the consent of OJSC “Sberbank of Russia”.
- 3.7. The beneficiary under the insurance agreement may be changed only with written consent of OJSC “Sberbank of Russia”.
4. To instruct the General Director of OJSC “Uralkali” and/or another authorized person acting on the basis of a power of attorney to conclude (execute) on behalf of OJSC “Uralkali” the pledge agreements between OJSC “Uralkali” and OJSC “Sberbank of Russia” on the conditions indicated hereinabove and to independently approve other parameters of the concluded pledge agreements (including, inter alia, the structure of the pledged property).

AGENDA ITEM No. 5. On approval of the interested-party transaction - the cross-currency interest rate swap under the agreement on the general conditions of bilateral interest rate transactions between OJSC “Sberbank of Russia” and OJSC “Uralkali”.

Results of voting – number of votes: “In favor” - 1 626 110 342; “Against” - 246 158; “Abstained”- 11 404 103; **Decision adopted:**

Wording of the resolution adopted on the issue put to the vote:

In compliance with Clause 4, Article 83 of the Federal Law “On Joint Stock Companies” and in accordance to sub-clause 25, Clause 9.3 of the Charter of OJSC “Uralkali”, to approve the conclusion of the interested party transaction (transactions) – the cross-currency interest rate swap No. 003-KL concluded on 22 February 2011 between OJSC “Uralkali” and OJSC “Sberbank of Russia” (hereinafter referred to as the General Agreement) (the value of the transaction is more than 2% of the balance sheet value of the assets of OJSC “Uralkali” in compliance with the accounting statements of the Company prepared under the RSA as of the last reporting date)– on the following conditions:

1. Subject matter of the transaction –the initial exchange of nominal amounts in rubles and US dollars between OJSC “Sberbank of Russia” and OJSC ‘Uralkali” (OJSC “Sberbank of Russia” transfers to OJSC “Uralkali” a nominal amount in US dollars and OJSC “Uralkali” transfers to OJSC “Sberbank of Russia” a nominal amount in rubles) on the date of the initial payment, and one or several interim exchanges of nominal amounts in rubles and US dollars (OJSC “Sberbank of Russia” transfers to OJSC “Uralkali” one or several nominal amounts in rubles and OJSC “Uralkali” transfers to OJSC “Sberbank of Russia” one or several nominal amounts in US dollars) on the date (dates) of the interim payments, and the final exchange of nominal amounts and in rubles and US dollars (OJSC “Sberbank of Russia” transfer to OJSC “Uralkali” a nominal amount in rubles and OJSC “Uralkali” transfers to OJSC “Sberbank of Russia” a nominal amount in US dollars) on the date of the final payment, and the making by OJSC “Sberbank of Russia” to OJSC “Uralkali” of an interest payment calculated as the nominal amount in rubles plus the fixed interest rates in rubles, and the making by OJSC “Uralkali” a payment to OJSC “Sberbank of Russia” of an interest payment calculated as the nominal amount in US dollars plus the agreed fixed interest rates in US dollars (hereinafter the “Cross-currency interest rate swap”). The cross-currency interest rate swap is regulated by the written notice of the parties confirming the execution of the Cross-currency interest rate swap transaction on the basis of the General Agreement.
2. The parties of the Cross-currency interest rate swap: OJSC “Uralkali” and OJSC “Sberbank of Russia”.
3. The value of the Cross-currency interest rate swap is based on the nominal amount in US dollars and the interest payment in US dollars on the indicated nominal amount in US dollars at an agreed fixed rate.
4. The nominal amount in rubles – no more than 66,000,000,000 rubles.
5. The nominal amount in US dollars is equivalent to the nominal amount in rubles exchanged into US dollars at the exchange rate approved by the parties on the date of transaction.
6. Fixed interest rate in rubles – 9.05 %.
7. Fixed interest rate in US dollars – to be determined on the date when the parties exchange confirmations of the conclusion of the cross-currency interest rate swap transaction.

8. Term of the Cross-currency interest rate swap – no more than 3 years from the beginning of the term.
9. Payment currency – rubles at the exchange rate of the Bank of Russia on the date of payment.
10. Payment conditions –counter payments of the nominal amount in rubles and the nominal amount in US dollars on the date of the initial exchange, the date (dates) of the interim exchange and on the date of the final exchange, and interest payments in rubles and US dollars made by the parties on the conditions of payment netting, i.e. by payment of the difference between the amounts by one party to the other and not the full amount.

AGENDA ITEM No. 6. On approval of the new edition of the Regulations on the Revision Commission of OJSC “Uralkali”.

Results of voting – number of votes: “In favor ”- 2 279 908 550; "Against" - 200 257; "Abstained"- 5 369 350; **Decision adopted;**

Wording of the resolution adopted on the issue put to the vote:

To approve the new edition of the Regulations on the Revision Commission of OJSC “Uralkali” (enclosed).

AGENDA ITEM No. 7. On approval of the Amendments to the Regulations on the Remuneration and Reimbursement of the Members of the Board of Directors of OJSC “Uralkali”.

Results of voting – number of votes “In favor” - 2 277 042 508; "Against" - 309 490; "Abstained"- 8 163 492; **Decision adopted;**

Wording of the resolution adopted on the issue put to the vote:

To approve the Amendments to the Regulations on the Remuneration and Reimbursement of the Members of the Board of Directors of OJSC “Uralkali” (enclosed).

7. Date and number of the Minutes of the general meeting of shareholders – **MOM No. 32 of the extraordinary general meeting of shareholders dated 17.04.2012.**

3. Signature

3.1. Director of Legal and Corporate Affairs _____ M. Shvetsova
(signature)

3.2. Date 18 April 2012 SEAL