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## Draft resolutions of the EGM of PJSC Uralkali

### Agenda of the EGM:

1. Approval of a previously concluded major transaction (a series of interconnected transactions).

### AGENDA ITEM 1. Approval of a previously concluded major transaction (a series of interconnected transactions).

#### Wording of the resolution:

In accordance with Sub-Item 14, Item 8.5 of the Charter of PJSC Uralkali and Para. 2 of Item 2, Article 79 of Federal Law No 208-FZ dated 26 December 1995 “On joint stock companies”, **approve the following major transaction (series of interconnected transactions)** previously entered into between PJSC Uralkali as the Borrower represented by the CFO Natalia Soboleva acting on the basis of Power of Attorney No 396 dated 30 August 2021 and PJSC Sberbank as the Lender represented by the Managing Director and Head of the Sub-Department of Industrial and Agricultural Financing of the Key Accounts Credit Department Maksim Terekhov acting under the Charter of PJSC Sberbank and on the basis of Power of Attorney No 429-D dated 6 May 2019: **Amendment Agreement 3 dated 30 September 2021 to Non-Revolving Credit Facility Agreement No 7345 dated 2 March 2020** as amended by Amendment Agreement 2 dated 30 November 2020 and subject to Amendment Agreement 1 dated 28 August 2020 between PJSC Uralkali as the Borrower and PJSC Sberbank as the Lender (the Credit Facility Agreement), whereby the Lender shall open for the Borrower a non-revolving credit line with a total limit of USD 1,600,000,000, interconnected with the Credit Facility Agreement (duly approved by resolutions of the general shareholders’ meeting of PJSC Uralkali (Minutes No 70 dated 29 September 2021 of the EGM) and the Revolving Credit Facility Framework Agreement dated 19 April 2017 (as amended and supplemented) between, among others, PJSC Uralkali as the Borrower, PJSC Sberbank as the mandated lead arranger, original lender, security agent and joint and several creditor, and Sberbank (Switzerland) AG as the facility agent, lender and the existing hedge provider (duly approved by resolutions of the general shareholders’ meeting of PJSC Uralkali (Minutes No 55 dated 20 June 2017 of the AGM and Minutes No 70 dated 29 September 2021 of the EGM)), the subject of which is property, whose value cumulatively amounts to over 25% but less than 50% of the book value of the Company’s assets based on the latest financial statements preceding the date of the first of the interconnected transactions (i.e. the date of the Revolving Credit Line Framework Agreement with a total limit of up to \$1,250,000,000 dated 19 April 2017 as mentioned above), on the following key terms and conditions:

Amend the Credit Facility Agreement as follows:

<b>Amount of financing, period of availability</b>	Total limit is \$1,600,000,000 according to a limit increase schedule as shown below:	
	<b>Periods of availability</b>	<b>Limit</b>
	1 June 2022 through 30 November 2022	\$1.6 bln
	The Borrower may unilaterally refuse the limit of up to \$1.6 bln available starting from 1 June 2022 fully or partially if the Lender receives on or before 1 May 2022 a properly made written request from the Borrower, in which case the Parties will enter into an addendum to the Credit Facility Agreement on or before 1 June 2022.	