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APPROVED

Resolution of the extraordinary general shareholders meeting of Public Joint Stock Company Uralkali

(Minutes No. _____ dated _____ 2019)

APPROVED

Resolution of the extraordinary general shareholders meeting (sole shareholder) of Joint Stock Company Uralkali-Technology

(Resolution dated _____ 2019)

MERGER AGREEMENT

between

Joint Stock Company Uralkali-Technology

and

Public Joint Stock Company Uralkali

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Berezniki, Perm Region

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Public Joint Stock Company Uralkali, PSRN 1025901702188, location: Russian Federation, 618426, Perm Region, Berezniki, Pyatiletki Street, 63 (hereinafter **PJSC Uralkali**) represented by _____, acting on the basis of the Charter of PJSC Uralkali

AND

Joint Stock Company Uralkali-Technology, PSRN 1055904534322, location: Russian Federation, 618426, Perm Region, Berezniki, 4 Paris Commune Street, office 409/1 (hereinafter **JSC Uralkali-Technology** or the **Transferring Company**), represented by _____, acting on the basis of _____

(hereinafter together referred to as **Parties** and separately as **Party**)

have concluded this agreement (hereinafter the **Agreement**) on the following:

1. SUBJECT MATTER

1.1. The Agreement specifies the terms and procedure of the reorganization of the Parties in the form of merger of JSC Uralkali-Technology into PJSC Uralkali (hereinafter the Merger).

1.2. The reorganization shall be considered completed in relation to JSC Uralkali-Technology from the date when a record of cessation of the activity of JSC Uralkali-Technology is entered in the Unified State Register of Legal Entities (hereinafter USRLE). PJSC Uralkali shall be considered reorganized in the form of Merger from the moment when a record of cessation of the activity of the Transferring Company is entered in the USRLE.

1.3. As a result of the Merger, all property, rights and obligations of the Transferring Company shall be transferred to PJSC Uralkali on the terms stipulated herein in compliance with the current law of the Russian Federation

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The Parties are obliged to jointly undertake all actions and procedures prescribed by the Russian law and the founding documents of the Parties in order to complete the Merger. For this purpose, the Parties undertake to ensure that all Merger-related procedures and activities are carried out and coordinated by their own employees and external advisors. Such procedures and activities include:

- Adoption of resolutions required for the Merger by the relevant governance bodies of the Parties and execution of all documents required for the Merger by the authorized representatives of the Parties;
- Provision of organizational, methodological and other support and assistance to each other in preparation of all documents and procedures required for the Merger;

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- Prompt cooperation between all officers, employees, external consultants and other authorized persons in connection with the Merger.

2.2 The Parties undertake to carry out all necessary registration procedures and to submit all required notices and applications to the relevant government authorities of the Russian Federation (hereinafter Government authorities) and to other stakeholders in connection with the Merger.

2.3 The Parties undertake to ensure that the rights and legal interests of the employees of the Transferring Company are protected in compliance with the Russian laws.

2.4 The Parties undertake to provide each other with documents and information which may be required in order to properly perform the obligations undertaken by the Parties under the Agreement and in compliance with the requirements of the Russian laws

3. PROCEDURE AND TERMS OF THE MERGER

3.1. The main stages of the Merger include the following:

3.1.1. Adoption of all the necessary decisions related to the preparation for and holding of a general shareholders meeting by the Board of Directors of PJSC Uralkali including a proposal to the general shareholders meeting to adopt a decision on the Merger and inclusion of the matter of reduction of the charter capital of PJSC Uralkali based on the results of the Merger with subsequent amendment of the Charter of PJSC Uralkali into the agenda of the general shareholders meeting.

Adoption of all the necessary decisions concerning the Merger by the authorized governance bodies of the Transferring Company.

3.1.2 Adoption of decision on the reorganization in the form of Merger by the general shareholders meeting of PJSC Uralkali and the general shareholders meeting of JSC Uralkali-Technology (the sole shareholder) including the approval of the Agreement by the authorized governance bodies of the Parties and approval of the Deed of Transfer by the authorized governance bodies of the Transferring Company.

3.1.3. Adoption of a decision by the general shareholders meeting of PJSC Uralkali to reduce the charter capital of PJSC Uralkali by reducing the total number of shares of PJSC Uralkali as a result of cancellation of the shares of PJSC Uralkali belonging to the Transferring Company as of the date when a record of cessation of the activity of the Transferring Company in connection with the Merger is made in the USRLE, which are subject to cancellation during the Merger in compliance with the Agreement, with subsequent amendment of the Charter of PJSC Uralkali based on the results of such cancellation on the basis of the resolution of the general shareholders meeting of PJSC Uralkali to reduce the charter capital and of the report on the results of the cancellation approved by the Board of Directors of PJSC Uralkali in compliance with the law of the Russian Federation.

3.1.4. Within three business days from the date of the decision of the authorized governance bodies of the Company on the reorganization, PJSC Uralkali shall notify the state registration authority of the Parties' decision regarding the Merger and of commencement of the reorganization procedure.

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3.1.5. After a record of commencement of the procedure of reorganization of PJSC Uralkali has been made in the Unified State Register of Legal Entities, PJSC Uralkali, on behalf of all Parties participating in the reorganization shall place two notices of reorganization in the media that publish information on state registration of legal entities. The indicated notices shall be published one month apart from each other.

3.1.6. After the general shareholders meeting of PJSC Uralkali has passed the resolution to reduce the charter capital of PJSC Uralkali, PJSC Uralkali shall notify the state registration authority of this fact and publish two announcements of reduction of the charter capital of PJSC which publish information on state registration of legal entities: one announcement a month for two months.

3.1.7. PJSC Uralkali shall redeem shares from shareholders – owners of the voting shares of PJSC Uralkali who voted against the Merger or did not take part in the voting on this matter and who submitted share redemption requests in relation to all or a portion of the shares of PJSC Uralkali belonging to them in compliance with articles 75 and 76 of the Federal Law *On Joint Stock Companies* No. 208-FZ dated December 26, 1995 (as amended) (hereinafter the JSC Law).

3.1.8. PJSC Uralkali shall submit all documents required to enter a record of cessation of the activity of the Transferring Company in the USRLE to the authorized government body charged with state registration of legal entities.

3.1.9. Cancellation of (i) shares of the Transferring Company belonging to PJSC Uralkali, (ii) shares of PJSC Uralkali belonging to the Transferring Company as at the date of the record of cessation of the activity of the Transferring Company in the USRLE in compliance with the terms of the Agreement.

The reduction of the charter capital as a result of cancellation of the shares of PJSC Uralkali belonging to the Transferring Company shall be reflected in the accounting (financial) statements as at the moment of the state registration of the amendments to the Charter of PJSC Uralkali in connection with the reduction of the charter capital of PJSC Uralkali.

3.1.10. State registration of amendments to the Charter of PJSC Uralkali in connection with the reduction of the charter capital of PJSC Uralkali as a result of the Merger in compliance with article 4 and p. 3.1.3 and 5.2. of the Agreement.

3.1.11. Notification of the Bank of Russia of the changes related to the issuances (additional issuances) of securities including the information on the reduction of the charter capital of PJSC Uralkali and the information on the cancellation of the shares indicated in p. 3.1.9. of the Agreement.

3.1.12. Submission of notices to Government authorities and other stakeholders in connection with the completion of the Merger and the reduction of the charter capital of PJSC Uralkali (if necessary).

3.1.13. The parties undertake to observe all the relevant requirements of the Federal Law *“On Protection of Competition”* No. 135-FZ dated July 26, 2006.

3.1.14. Performance of other actions that do not contradict current Russian laws and are necessary for the purposes of the Merger.

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3.2. Upon the Merger and the reduction of the charter capital of PJSC Uralkali, the creditors of the Parties will be provided with guarantees in compliance with the law of the Russian Federation.

3.3. Upon the Merger, shareholders – owners of voting shares of PJSC Uralkali who voted against the Merger or did not take part in the voting of this matter will be provided with the right to demand redemption of all or a portion of the shares of PJSC Uralkali belonging to them in compliance with articles 75 and 76 of the JSC Law.

3.4. During the course of the Merger, the Parties shall notify the registrars of the Parties and /or other persons of the relevant stages of the Merger in a timely fashion as required by the law of the Russian Federation.

3.5. The Merger shall be accompanied by information disclosure in compliance with the requirements of Russian law.

4. CONVERSION AND CANCELLATION OF SHARES

4.1. In view of the fact that PJSC Uralkali will be the sole shareholder of JSC Uralkali-Technology as at the date of the decision of JSC Uralkali-Technology on the reorganization in the form of Merger of JSC Uralkali-Technology into Public Joint Stock Company Uralkali, the shares of the Transferring Company belonging to PJSC Uralkali shall not be converted into the shares of PJSC Uralkali and no additional shares of PJSC Uralkali shall be floated for the purposes of the reorganization.

4.2. in compliance with p. 4 art. 17 of the Federal Law *On Joint Stock Companies* upon the merger of the Transferring Company into PJSC Uralkali the following shall be cancelled:

- Own shares belonging to the Transferring Company;
- Shares of the Transferring Company owned by PJSC Uralkali; and
- Shares of PJSC Uralkali owned by the Transferring Company.

5. CHARTER CAPITAL OF PJSC URALKALI

5.1. On the date of execution of the Agreement by the Parties the charter capital of PJSC Uralkali is 1 483 007 945 (one billion four hundred eighty-three million seven thousand nine hundred forty-five) rubles 50 kopeks and is comprised of 2 936 015 891 (two billion nine hundred thirty-six million fifteen thousand eight hundred and one) common registered uncertificated shares with the face value of 0.5 rubles each and 30 000 000 (thirty million) preferred registered uncertificated shares with the face value of 0.5 rubles each.

5.2. Upon completion of the Merger the charter capital of PJSC Uralkali shall be reduced by the face value of the shares of PJSC Uralkali belonging to the Transferring Company which are subject to cancellation in compliance with the terms of the Agreement on the date of the record of cessation of the activity of the Transferring Company in connection with the Merger in the USRLE.

6. SUCCESSION

6.1. Prior to the date of the USRLE record of cessation of the activity of the Transferring Company, the Transferring Company will continue, without limitation, to own, use and manage its

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property, enter into any transactions that are not prohibited by the law, exercise rights and perform its obligations in compliance with the laws of the Russian Federation and the Agreement.

6.2. From the date of the USRLE record of cessation of the activity of the Transferring Company:

- The Transferring Company will cease to exist as an independent legal entity;
- Mutual obligations of the Transferring Company and PJSC Uralkali shall be terminated in compliance with article 413 of the Civil Code of the Russian Federation;
- PJSC Uralkali shall become the legal successor of JSC Uralkali-Technologiya in relation to all obligations of JSC Uralkali-Technology, in relation to all debtors and creditors of the Transferring Company including those obligations which are being contested by the parties to such obligations, regardless of whether or not the relevant creditors and/or obligations were reflected in the Deed of Transfer;
- All property, rights and obligations of the Transferring Company will be transferred to PJSC Uralkali in accordance with the rules of universal legal succession, with consideration of the changes specified in p. 6.3 of the Agreement. The property transferred (accepted) during the Merger shall be evaluated at remaining book value.

6.3. The Parties agree and are aware of the fact that during the period starting from the date of the Deed of Transfer of the Transferring Company until the date of the USRLE record of cessation of the activity of the Transferring Company changes may occur which can affect the type, content and value of the property and the rights and obligations of the Transferring Company in connection with:

- Satisfaction of claims submitted by creditors regarding termination and/or early performance of the obligations of the Transferring Company in compliance with the provisions of the laws of the Russian Federation;
- Normal business activities of the Transferring Company;
- Any other changes which may occur prior to the date of the USRLE record of termination of operations of the Transferring Company in the content/composition of the property and obligations (rights and obligations) of the Transferring Company which are being transferred to PJSC Uralkali.

The Transferring Company shall prepare the last accounting (financial) statements as of the date preceding the date of the USRLE record of cessation of the activity of the Transferring Company. The last accounting (financial) statements of the Transferring Company must include data on economic events that occurred in the period from the date of approval of the Deed of Transfer until the date of the USRLE record of cessation of the activity of the Transferring Company.

6.4. All permits, licenses and other such documents of the Transferring Company are subject to re-registration in the name of PJSC Uralkali in compliance with the law of the Russian Federation.

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6.5. All archive and other documents concerning the activity of the Transferring Company and/or those stored by the Transferring Company after the date of the USRLE record of cessation of the activity of the Transferring Company are subject to transfer to PJSC Uralkali in compliance with the requirements of Russian laws.

7. EFFECTIVE DATE AND EFFECTIVE PERIOD OF THE AGREEMENT

7.1. The Agreement is approved by the authorized governance bodies of the Parties and becomes effective on the date of its signature by the authorized representatives of the Parties.

7.2. The Agreement shall cease to be effective from the moment when a record of cessation of the activity of the Transferring Company as a result of the Merger is entered in the USRLE by the body charged with state registration of legal entities – in case that the Merger is completed – in case that a decision to cancel the Merger is made by the authorized governance bodies of the Parties is made, and in other cases indicated under Russian laws.

8. LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION

8.1. For non-performance or improper performance of their obligations under the Agreement the Parties shall be liable in compliance with the law of the Russian Federation.

8.2. All conflicts and disputes between the Parties which arise in connection with the provisions of the Agreement, its validity, execution and termination shall be settled by the Parties in bona fide negotiations.

8.3. If the Parties are unable to settle a conflict or a dispute in compliance with p. 8.2 hereinabove within a 30-day period from the date of occurrence of such conflict or dispute, such conflict or dispute shall be settled in court in compliance with the law of the Russian Federation.

9. FINAL PROVISIONS

9.1. Unless otherwise directly provided under the Agreement, all amendments and addenda to the Agreement must be executed in writing and signed by the authorized representatives of the Parties. All amendments and addenda made to the Agreement become effective upon their approval by the authorized governance bodies of both Parties.

9.2. The Parties shall abide by the laws of the Russian Federation in all matters not directly regulated under the Agreement.

9.3. The Parties shall promptly inform each other of any changes in their information.

9.4. The Parties undertake to independently bear all costs in connection with the Merger including, inter alia, legal fees, services of financial and other consultants, auditors, independent appraisers, registrars and all other costs in connection with the Merger.

9.5. If due to any changes in Russian law or in compliance with a court ruling or a decision of any other authorized government body any provision of the Agreement or any actions of the Parties under the Agreement are deemed invalid, non-binding or illegal, this will not affect the legality and validity of the remaining provisions of the Agreement and the Agreement shall remain valid and binding for both Parties as if the invalid provision has never been part of the Agreement.

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9.6. The Agreement shall be regulated and interpreted in compliance with the laws of the Russian Federation.

9.7. The legal entities named in the Agreement are identified by their principal state registration number (PSRN). If any of the Parties to the Agreement changes its name and/or location (address), this will not result in any changes to the provisions of the Agreement in relation to the Parties hereto.

9.8. The Agreement was prepared in two copies – one copy for each of the Parties. Both copies are equally legally binding.

SIGNATURES OF THE PARTIES

Public Joint Stock Company Uralkali

CORPORATE SEAL

Joint Stock Company Uralkali-Technology

CORPORATE SEAL