



PROACTIVE PROGRESSIVE PROUD

APPENDICIES TO ANNUAL
REPORT 2019



MAJOR TRANSACTIONS (A SET OF INTERRELATED TRANSACTIONS)

1. Major transaction (set of interrelated transactions):

Supplementary Agreement No. 10 of 15 February 2019 to Non-Revolving Credit Line Facility No. 5674 of 19 December 2013 (hereinafter referred to as "Credit Facility 1"); Supplementary Agreement No. 7 of 15 February 2019 to Non-Revolving Credit Line Facility No. 5877 of 24 March 2016 (hereinafter referred to as "Credit Facility 2"); Supplementary Agreement No. 7 of 15 February 2019 to Non-Revolving Credit Line Facility No. 5878 of 24 March 2016 (hereinafter referred to as "Credit Facility 3"); Supplementary Agreement of 15 February 2019 to Master Revolving Credit Facility of 19 April 2017 (hereinafter referred to as "Credit Facility 4").

Credit Facility 1.

Type and subject matter of the transaction: Amendments to Non-Revolving Credit Line Facility No. 5674 of 19 December 2013.

The Supplementary Agreement induces some changes to the provisions of Credit Facility 1, in particular with regard to the cases in which the Creditor has the right to terminate the loan and/or request early repayment of the loan and payment of the due loan interest, as well as to recover mortgaged property. The Supplementary Agreement does not affect the material terms of the transaction.

Terms for performance of obligations under the transaction: Date of full repayment of the loan disbursed: 18 December 2019.

Credit Facility 2.

Type and subject matter of the transaction: Amendments to Non-Revolving Credit Line Facility No. 5877 of 24 March 2016.

The Supplementary Agreement induces some changes to the provisions of Credit Facility 2, in particular with regard to the cases in which the Creditor has the right to terminate the loan and/or request early repayment of the loan and payment of the due loan interest, as well as to recover mortgaged property. The Supplementary Agreement does not affect the material terms of the transaction.

Terms for performance of obligations under the transaction: Date of full repayment of the loan disbursed: 23 March 2023.

Credit Facility 3.

Type and subject matter of the transaction: Amendments to Non-Revolving Credit Line Facility No. 5878 of 24 March 2016.

The Supplementary Agreement induces some changes to the provisions of Credit Facility 3, in particular with regard to the cases in which the Creditor has the right to terminate the loan and/or request early repayment of the loan and payment of the due loan interest, as well as to recover mortgaged property. The Supplementary Agreement does not affect the material terms of the transaction.

Terms for performance of obligations under the transaction: Date of full repayment of the loan disbursed: 23 March 2026.

Credit Facility 4.

Type and subject matter of the transaction: Amendments to the Master Revolving Credit Facility of 19 April 2017.

The Supplementary Agreement induces some changes to the provisions of Credit Facility 4, in particular with regard to the security under Credit Facility 4. The Supplementary Agreement does not affect the material terms of the transaction.

Terms for performance of obligations under the transaction: Date of full repayment of the loan(s) disbursed: 1 July 2023.

Parties and beneficiaries of the transaction:

Under Credit Facility 1, Credit Facility 2, Credit Facility 3, PJSC Uralkali is the Borrower and PJSC Sberbank of Russia is the Creditor.

Under Credit Facility 4 – PJSC Uralkali as the Borrower, Public Joint-Stock Company Sberbank of Russia as the authorised lead organiser (creditor), security agent and joint creditor, Sberbank (Switzerland) AG as the authorised lead organiser (creditor), credit agent and hedge provider.

The amount of the transaction in money terms and interest from the value of the issuer's assets:

The amount of Credit Facility 1 includes:

(i) the USD 2,000,000,000 credit limit; (ii) the amount of interest in the currency of the facility accrued at a flexible interest rate LIBOR 3M, plus a fixed margin rate accrued on the amount of the actual outstanding loan within the entire term of the credit facility; (iii) commitment fee, and (iv) drawdown charges.

The amount of Credit Facility 2 includes:

(i) the USD 1,900,000,000 credit limit, (ii) the interest accrued on the total disbursed amount within the entire period of its use (iii) and other fees payable under the credit facility for a total of no more than USD 2,300,000,000.

The amount of Credit Facility 3 includes:

(i) the USD 2,000,000,000 credit limit, (ii) the interest accrued on the total disbursed amount within the entire period of its use (iii) and other fees payable under the credit facility for a total of no more than USD 2,700,000,000.

The amount of Credit Facility 4 includes:

(i) the USD 1,250,000,000 credit limit; (ii) the total amount of interest accrued separately for each credit tranche provided to the Borrower within the entire period of its use but not exceeding the term of the credit line; and (iii) an arrangement fee as well as other fees generated under the Credit Facility.

Total amount of the interrelated transactions:

1. Non-Revolver Credit Line Facility No. 8-NKL of 1 July 2013 (including all amendments and addenda thereto) between PJSC Uralkali (the "Borrower") and PJSC Sberbank (the "Creditor") approved (i) by the decision of the Board of Directors of PJSC Uralkali on 10 September 2013 (Minutes No. 281 of 10 September 2013), (ii) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 22 October 2013 (Minutes No. 36 of 22 October 2013), (iii) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 18 December 2013 (Minutes No. 38 of 18 December 2013), and (iv) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 9 December 2015 (Minutes No. 48 of 10 December 2015);

2. Non-Revolver Credit Line Facility No. 5674 of 19 December 2013 (with all amendments and addenda thereto) between PJSC Uralkali (the "Borrower") and PJSC Sberbank (the "Creditor") approved (i) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 7 April 2014 (Minutes No. 40 of 7 April 2014), (ii) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 9 December 2015 (Minutes No. 48 of 10 December 2015), and (iii) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 15 March 2016 (Minutes No. 50 of 16 March 2016);

3. Non-Revolver Credit Line Facility No. 5877 of 24 March 2016 (including all amendments and addenda thereto) between PJSC Uralkali (the "Borrower") and PJSC Sberbank (the "Creditor") approved by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 15 March 2016 (Minutes No. 50 of 16 March 2016);

4. Non-Revolver Credit Facility No. 5878 of 24 March 2016 (including all amendments and addenda thereto) between PJSC Uralkali (the "Borrower") and PJSC Sberbank (the "Creditor") approved by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 15 March 2016 (Minutes No. 50 of 16 March 2016);

5. Master Revolving Credit Facility of 19 April 2017 (with all amendments and addenda thereto) between PJSC Uralkali (the "Borrower") and PJSC Sberbank (the "Creditor") approved (i) by the Annual General Shareholders Meeting of PJSC Uralkali on 20 June 2017 (Minutes No. 55 of 20 June 2017), and (ii) by the decision of the Extraordinary General Meeting of PJSC Uralkali on 26 December 2018 (Minutes No. 58 of 28 December 2018) which in aggregate represents more than 50% of the book value of the Company's assets, according to RAS financial statements as of the last reporting date.

The value of assets of the Issuer or the person who provided security for the issuer's bonds, who executed the transaction, as of the end date of the last completed reporting period preceding the transaction (conclusion of the contract): as of 30 September 2018, the value of assets of PJSC Uralkali amounts to RUB 641,662,352,000.

Date of transactions (conclusion of contracts): 15 February 2019.

The transaction does not require a decision permitting its implementation.

2. Major transaction (set of interrelated transactions):

Supplementary Agreement of 28 June 2019 to the Master Revolving Credit Facility of 19 April 2017 (hereinafter referred to as the «Credit Facility»).

Type and subject matter of the transaction: Amendments to the Credit Facility.

The Supplementary Agreement induces some changes to the provisions of the Credit Facility, in particular with regard to the cases in which the Creditor has the right to terminate the loan and/or request early repayment of the loan and payment of the due loan interest, as well as to recover mortgaged property. The Supplementary Agreement does not affect the material terms of the transaction.

Terms for performance of obligations under the transaction: Date of full repayment of the loan(s) disbursed: 1 July 2023.

Parties and beneficiaries of the transaction: Public Joint-Stock Company Uralkali as the Borrower, Public Joint-Stock Company Sberbank of Russia as the authorised lead organiser (creditor), security agent and joint creditor, Sberbank (Switzerland) AG as the authorised lead organiser (creditor), credit agent and hedge provider.

The amount of the transaction in money terms and interest from the value of the issuer's assets:

The full amount of the Credit Facility includes:

(i) the USD 1,250,000,000 credit limit; (ii) the total amount of interest accrued separately for each credit tranche provided to the Borrower within the entire period of its use but not exceeding the term of the credit line; and (iii) an arrangement fee as well as other fees generated under the Credit Facility.

Total amount of the interrelated transactions:

1. Non-Revolving Credit Line Facility No. 8-NKL of 1 July 2013 (including all amendments and addenda thereto) between PJSC Uralkali (the "Borrower") and PJSC Sberbank (the "Creditor") approved (i) by the decision of the Board of Directors of PJSC Uralkali on 10 September 2013 (Minutes No. 281 of 10 September 2013), (ii) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 22 October 2013 (Minutes No. 36 of 22 October 2013), (iii) by the decision of the Extraordinary General Shareholders Meeting of PJSC

Uralkali on 18 December 2013 (Minutes No. 38 of 18 December 2013), and (iv) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 9 December 2015 (Minutes No. 48 of 10 December 2015);

2. Non-Revolving Credit Line Facility No. 5674 of 19 December 2013 (with all amendments and addenda thereto) between PJSC Uralkali (the "Borrower") and PJSC Sberbank (the "Creditor") approved (i) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 7 April 2014 (Minutes No. 40 of 7 April 2014), (ii) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 9 December 2015 (Minutes No. 48 of 10 December 2015), and (iii) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 15 March 2016 (Minutes No. 50 of 16 March 2016);

3. Non-Revolver Credit Line Facility No. 5877 of 24 March 2016 (including all amendments and addenda thereto) between PJSC Uralkali (the "Borrower") and PJSC Sberbank (the "Creditor") approved by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 15 March 2016 (Minutes No. 50 of 16 March 2016);

4. Non-Revolver Credit Line Facility No. 5878 of 24 March 2016 (including all amendments and addenda thereto) between PJSC Uralkali (the "Borrower") and PJSC Sberbank (the "Creditor") approved (i) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 15 March 2016 (Minutes No. 50 of 16 March 2016) and (ii) by the decision of the Annual General Shareholders Meeting of PJSC Uralkali on 24 June 2019 (Minutes No. 60 of 24 June 2019);

5. Master Revolver Credit Facility of 19 April 2017 (with all amendments and addenda thereto) between PJSC Uralkali (the "Borrower") and PJSC Sberbank (the "Creditor") approved (i) by the Annual General Shareholders Meeting of PJSC Uralkali on 20 June 2017 (Minutes No. 55 of 20 June 2017), and (ii) by the decision of the Extraordinary General Meeting of PJSC Uralkali on 26 December 2018 (Minutes No. 58 of 28 December 2018), which in aggregate represents more than 50% of the book value of the Company's assets, according to RAS financial statements.

The value of assets of the Issuer or the person who provided security for the issuer's bonds, who executed the transaction, as of the end date of the last completed reporting period preceding the transaction (conclusion of the contract): the value of assets of PJSC Uralkali as of 1 March 2019 amounts to RUB 734,572,170,000.

Date of transaction (conclusion of the contract): 28 June 2019.

The transaction does not require a decision to consent to the transaction or subsequent approval.

3. Major transaction (set of interrelated transactions):

Supplementary Agreement No. 11 to Non-Revolver Credit Line Facility No. 5674 of 19 December 2013 (hereinafter, «Credit Facility 1»); Supplementary Agreement No. 8 to Non-Revolver Credit Line Facility No. 5877 of 24 March 2016 (hereinafter, «Credit Facility 2»); Supplementary Agreement No. 9 to Non-Revolver Credit Line Facility No. 5878 of 24 March 2016 (hereinafter, «Credit Facility 3»); Supplementary Agreement No. 8 to Non-Revolver Credit Line Facility No. 8-NKL of 1 July 2013 (hereinafter, «Credit Facility 4»).

Credit Facility 1.

Type and subject matter of the transaction: Amendments to Non-Revolver Credit Line Facility No. 5674 of 19 December 2013.

The Supplementary Agreement induces some changes to the provisions of Credit Facility 1, in particular with regard to the cases in which the Creditor has the right to terminate the loan and/or request early repayment of the loan and payment of the due loan interest, as well as to recover mortgaged property. The Supplementary Agreement does not affect the material terms of the transaction.

Terms for performance of obligations under the transaction: Date of full repayment of the loan disbursed: 18 December 2019.

Credit Facility 2.

Type and subject matter of the transaction: Amendments to Non-Revolver Credit Line Facility No. 5877 of 24 March 2016.

The Supplementary Agreement induces some changes to the provisions of Credit Facility 2, in particular with regard to the cases in which the Creditor has the right to terminate the loan and/or request early repayment of the loan and payment of the due loan interest, as well as to recover mortgaged property. The Supplementary Agreement does not affect the material terms of the transaction.

Terms for performance of obligations under the transaction: Date of full repayment of the loan disbursed: 23 March 2023.

Credit Facility 3.

Type and subject matter of the transaction: Amendments to Non-Revolving Credit Line Facility No. 5878 of 24 March 2016.

The Supplementary Agreement induces some changes to the provisions of Credit Facility 3, in particular with regard to the cases in which the Creditor has the right to terminate the loan and/or request early repayment of the loan and payment of the due loan interest, as well as to recover mortgaged property. The Supplementary Agreement does not affect the material terms of the transaction.

Terms for performance of obligations under the transaction: Date of full repayment of the loan disbursed: 23 March 2026.

Credit Facility 4.

Type and subject matter of the transaction: Amendments to Non-Revolving Credit Line Facility No. 8-NKL of 1 July 2013.

The Supplementary Agreement induces some changes to the provisions of Credit Facility 4, in particular with regard to the cases in which the Creditor has the right to terminate the loan and/or request early repayment of the loan and payment of the due loan interest, as well as to recover mortgaged property. The Supplementary Agreement does not affect the material terms of the transaction.

Terms for performance of obligations under the transaction: Date of full repayment of the loan disbursed: 30 June 2020.

Parties and beneficiaries of the transaction:

Under Credit Facility 1, Credit Facility 2, Credit Facility 3, and Credit Facility 4 – PJSC Uralkali as the Borrower, and PJSC Sberbank of Russia as the Creditor.

The amount of the transaction in money terms and interest from the value of the issuer's assets:

The amount of Credit Facility 1 includes:

(i) the USD 2,000,000,000 credit limit; (ii) the amount of interest in the currency of the facility accrued at a flexible interest rate LIBOR 3M, plus a fixed margin rate accrued on the amount of the actual outstanding loan within the entire term of the credit facility; commitment fee, and (iii) drawdown charges.

The amount of Credit Facility 2 includes:

(i) the USD 1,900,000,000 credit limit, (ii) the interest accrued on the total disbursed amount within the entire period of its use (iii) and other fees payable under the credit facility for a total of no more than USD 2,300,000,000.

The amount of Credit Facility 3 includes:

(i) the USD 2,000,000,000 credit limit, (ii) the interest accrued on the total disbursed amount within the entire period of its use (iii) and other fees payable under the credit facility for a total of no more than USD 2,700,000,000.

The amount of Credit Facility 4 includes:

(i) the USD 400,000,000 credit limit; (ii) the interest accrued on the total disbursed amount within the entire period of its use; (iii) commitment fee of 0.7% of the credit line which shall be paid before the first provision of the loan but not later than 1 July 2013; (iv) payment for using the credit line of 0.5% per annum of the unencumbered balance of the credit line paid together with interest payments; (v) payment for early loan repayment, (vi) other payments provided by the Credit Facility.

Total amount of the interrelated transactions:

1. Non-Revolving Credit Line Facility No. 8-NKL of 1 July 2013 (including all amendments and addenda thereto) between PJSC Uralkali (the "Borrower") and PJSC Sberbank (the "Creditor") approved (i) by the decision of the Board of Directors of PJSC Uralkali on 10 September 2013 (Minutes No. 281 of 10 September 2013), (ii) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 22 October 2013 (Minutes No. 36 of 22 October 2013), (iii) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 18 December 2013 (Minutes No. 38 of 18 December 2013), and (iv) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 9 December 2015 (Minutes No. 48 of 10 December 2015);
2. Non-Revolving Credit Line Facility No. 5674 of 19 December 2013 (with all amendments and addenda thereto) between PJSC Uralkali (the "Borrower") and PJSC Sberbank (the "Creditor") approved (i) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 7 April 2014 (Minutes No. 40 of 7 April 2014), (ii) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 9 December 2015 (Minutes No. 48 of 10 December 2015), and (iii) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 15 March 2016 (Minutes No. 50 of 16 March 2016);
3. Non-Revolving Credit Line Facility No. 5877 of 24 March 2016 (including all amendments and addenda thereto) between PJSC Uralkali (the "Borrower") and PJSC Sberbank (the "Creditor") approved by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 15 March 2016 (Minutes No. 50 of 16 March 2016);
4. Non-Revolving Credit Line Facility No. 5878 of 24 March 2016 (including all amendments and addenda thereto) between PJSC Uralkali (the "Borrower") and PJSC Sberbank (the "Creditor") approved (i) by the decision of the Extraordinary General Shareholders Meeting of PJSC Uralkali on 15 March 2016 (Minutes No. 50 of 16 March 2016) and (ii) by the decision of the Annual General Shareholders Meeting of PJSC Uralkali on 24 June 2019 (Minutes No. 60 of 24 June 2019);
5. Master Revolving Credit Facility of 19 April 2017 (with all amendments and addenda thereto) between PJSC Uralkali (the "Borrower") and PJSC Sberbank (the "Creditor") approved (i) by the Annual General Shareholders Meeting of PJSC Uralkali on 20 June 2017 (Minutes No. 55 of 20 June 2017), and (ii) by the decision of the Extraordinary General Meeting of PJSC Uralkali on 26 December 2018 (Minutes No. 58 of 28 December 2018), which in aggregate represents more than 50% of the book value of the Company's assets, according to RAS financial statements as of the last reporting date.

The value of assets of the Issuer or the person who provided security for the issuer's bonds, who executed the transaction, as of the end date of the last completed reporting period preceding the transaction (conclusion of the contract): as of 30 June 2019, the value of assets of PJSC Uralkali amounts to RUB 752,549,953,000.

Date of transactions (conclusion of contracts): 12 September 2019.

The transaction does not require a decision permitting its implementation or subsequent approval.