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**Agenda of the extraordinary general shareholders meeting 26.12.2018:**

1. Approval of a major transaction (series of interrelated transactions).

**Item 1: Approval of a major transaction (series of interrelated transactions).**

**Wording of the resolution:**

In compliance with p. 14 clause 8.5 of the Charter of PJSC Uralkali and article 79 of the Federal Law *On Joint Stock Companies* No. 208-FZ dated December 26, 1995 (hereinafter the JSC Law) to approve a major transaction (series of interrelated transactions) – Additional Agreement dated October 10, 2018 to the Uncommitted Revolving Facility Agreement with the total credit limit not exceeding US\$1,250,000,000 (one billion two hundred fifty million US dollars) dated April 19, 2017 approved by the Annual General Shareholders Meeting of PJSC Uralkali on June 20, 2017 (Minutes of the Annual General Shareholders Meeting No. 55 dated June 20, 2017) with amendments under the additional agreement of June 30, 2017 and the agreement to amend and re-state the agreement dated December 27, 2017 (hereinafter the Agreement) which sets forth the following principal terms of the Agreement:

<b>Type of transaction</b>	An uncommitted revolving framework facility with differentiated rates provided in the form of a syndicated loan. The financing under the Agreement is provided through separate loan transactions (hereinafter the Loan Transaction). Loan Transaction means provision of credit funds by the Lenders to the Borrower in the amount not less than US\$25,000,000 (twenty-five million US dollars) and no more than the overall available facility limit on the terms and conditions approved by the Borrower and the Lenders and indicated in the confirmations (documents prepared in accordance with the form provided in the annex to the Agreement which confirm that a Loan Transaction was executed on the terms and conditions approved by the parties) prepared under the Agreement, and also repayment of the credit funds received by the Borrower to the Lenders. The number of Loan Transactions under the Agreement is unlimited.
<b>Parties</b>	<ol style="list-style-type: none"> <li>1) PJSC Uralkali as borrower,</li> <li>2) Public Joint Stock Company Sberbank of Russia as Mandated Lead Arranger , original lender, security agent and joint and several creditor, and</li> <li>3) Sberbank (Switzerland) AG as Mandated Lead Arrangers , original lender, facility agent and hedge provider.</li> </ol>
<b>Beneficiaries</b>	PJSC Uralkali as the borrower under the Agreement
<b>Amount of financing</b>	Total Commitments under the Agreement shall be not more than USD 1,250,000,000 (one billion two hundred fifty million US dollars) (the “Amount of Financing in US dollars”). At that, considering other obligations of PJSC Uralkali under the Agreement, the maximum amount of PJSC Uralkali’s liability under the Agreement shall be limited to the total obligations of PJSC Uralkali under the Agreement, including the obligation to repay the amount of Total Commitments and the obligation to pay the interest, the penalty interest, commissions and fees, and the early repayment fee, all described in this resolution, which shall be the value of the transaction for the purposes of p. 4, Article 79 of the JSC Law.
<b>Purpose of financing (purpose of the facility)</b>	Financing of current and investment activities including partial and full repayment of the current obligations of the Borrower to lenders, except for the indebtedness within the framework of the Agreement, other goals per preliminary approval by the lenders (Public Joint Stock Company Sberbank of Russia and Sberbank (Switzerland) AG).
<b>Period of financing</b>	Until July 1, 2023 (inclusive of this date) ( <i>Termination Date</i> )

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<b>Maximum term of the Loan Transaction</b>	Until July 1, 2023 (inclusive of this date)
<b>Availability period</b>	36 months from the effective date of the Agreement (April 19, 2017)
<b>Repayment of principal indebtedness under the relevant Loan Transaction</b>	<p>(1) If the repayment date under the relevant Loan Transaction falls within 36 months or less from the utilization date of the Loan Transaction (Utilization Date), the loan shall be repaid on the date of repayment of the loan under the relevant Loan Transaction (Repayment Date) indicated in the confirmation of the relevant Loan Transaction (Loan Confirmation), but not later than the date of final repayment (Repayment Date)</p> <p>(2) If the repayment date under a Loan Transaction falls on a date 36 months or later (not inclusive) from the utilization date of the relevant Loan Transaction, the repayment shall be made in equal portions:</p> <p>(A) on the last day of each quarter following the 36-month period from the relevant utilization dated under the relevant Loan Transaction until the Interim Repayment Date; and</p> <p>(B) on the Repayment Date.</p>
<b>Interest rate on the loan</b>	A fixed interest rate in US Dollars ( <i>Fixed Rate (USD/Borrower)</i> ) is charged on the amount of the Loan Transaction for each Interest Period (as defined below), which is determined in the relevant Loan Confirmation for the relevant Loan Transaction. The fixed interest rate in US dollars under the Agreement cannot exceed 7% per annum.
<b>Term and procedure of interest payment</b>	<p>Interest is payable on the last day of the relevant Interest Period starting on the utilization date of the relevant Loan Transaction, or, if the Loan Transaction has already been utilized (the Loan Transaction has been concluded) – on the last date of the previous Interest Period (hereinafter the Interest Period). In compliance with other provisions of the Agreement the Interest Period equals one month.</p> <p>Furthermore, if the period of any Interest Period exceeds the Repayment Date, Interim Repayment Date or the Termination Date, the period of such Interest Period must be reduced in such a way that it would end on the Repayment Date, Interim Repayment Date or Termination Date.</p>
<b>Penalty interest rate</b>	In case of any untimely payments under the Agreement or any other finance documents ( <i>Finance Documents</i> ), a raised interest rate (penalty interest rate) will be charged on such overdue amounts. The penalty rate is the amount of the relevant interest rate increased by 2.0% per annum which would have been applied, if the overdue payment during the period in arrears had been a Loan Transaction in the currency of the overdue payment, for subsequent Interest Periods, each for a period selected by the credit agent acting reasonably with consideration of any special terms indicated in the Agreement applicable to any specific overdue payments.
<b>Commissions and fees</b>	<p>PJSC Uralkali undertakes to pay the following commissions and fees:</p> <p>1) an upfront fee in the amount of up to 1.0% of the value of the Loan Transaction, which is payable for each drawdown under each Loan Transaction (where applicable) and which shall be distributed among the Lenders in proportion to their participation share;</p> <p>2) an agency fee in the amount of USD 20,000 per year.</p>
<b>Early repayment fee</b>	In case of a voluntary full or partial repayment of any amount of any Loan Transaction by PJSC Uralkali, PJSC Uralkali shall pay a fee for the early repayment (prepayment) under the relevant Loan Transaction in compliance with the terms of the Agreement and in the amount that will be calculated in compliance with the procedure indicated in the Agreement.

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<b>Other terms</b>	The Agreement is concluded in compliance with the requirements of English law. Other terms of the Agreement (including, but not limited to, tax refunds, other indemnities and payments to which PJSC Uralkali is or may be entitled to as the borrower under the Agreement) are set forth in the Agreement.
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interrelated with the following transactions:

Non-Revolver Credit Facility Agreement No. 8-NKL dated July 1, 2013 (with amendments and addenda thereto) between PJSC Uralkali (Borrower) and PJSC Sberbank (Creditor), approved by (i) the Board of Directors of PJSC Uralkali on September 10, 2013 (Minutes No. 281 dated September 10, 2013), (ii) extraordinary general shareholders meeting of PJSC Uralkali on October 22, 2013 (Minutes No. 35 dated October 22, 2013), (iii) extraordinary general shareholders meeting of PJSC Uralkali on December 18, 2013 (Minutes No. 38 dated December 18, 2013) and (iv) extraordinary general shareholders meeting of PJSC Uralkali on December 9, 2015 (Minutes No. 48 dated December 10, 2015);

Non-Revolver Credit Facility Agreement No. 5674 dated December 19, 2013 (with amendments and addenda thereto) between PJSC Uralkali (Borrower) and PJSC Sberbank (Creditor), approved by (i) the extraordinary general shareholders meeting of PJSC Uralkali on April 7, 2014 (Minutes No. 40 dated October April 7, 2014), (ii) extraordinary general shareholders meeting of PJSC Uralkali on December 9, 2015 (Minutes No. 48 dated December 10, 2015) and (iii) extraordinary general shareholders meeting of PJSC Uralkali on March 15, 2016 (Minutes No. 50 dated March 16, 2016);

Non-Revolver Credit Facility Agreement No. 5877 dated March 24, 2016 (with amendments and addenda thereto) between PJSC Uralkali (Borrower) and PJSC Sberbank (Creditor), approved by the extraordinary general shareholders meeting of PJSC on March 15, 2016 (Minutes No. 50 dated March 16, 2016);

Non-Revolver Credit Facility Agreement No. 5878 dated March 24, 2016 (with amendments and addenda thereto) between PJSC Uralkali (Borrower) and PJSC Sberbank (Creditor), approved by the extraordinary general shareholders meeting of PJSC on March 15, 2016 (Minutes No. 50 dated March 16, 2016).