

MINING FOR ENRICHMENT

Appendices to Integrated
Report 2017



Appendices to 2017 Integrated Report

Appendix 1

Major transactions (a series of interconnected transactions)

1. Conditionally Revolving Credit Facility Agreement dated 19 April 2017

Subject matter: The Creditors undertake to provide the Borrower with a revolving line of credit with differentiated interest rates for a total limit of up to USD 750,000,000 (seven hundred fifty million US dollars). The funds can be granted in parts, against a corresponding request of the Borrower sent to the Credit Agent specified in the Facility Agreement, in which the Borrower indicates the amount of the requested loan which shall be not less than USD 25,000,000 and not more than the total credit limit, and indicates the expected date of the disbursement, which shall be not later than the last day of the availability period (36 months from the date of the Facility Agreement). All parties involved in the loan disbursement must sign a disbursement confirmation. The Borrower pays interest to the Creditor in the currency of the loan. The interest rate shall be specified in the indicated disbursement confirmation separately in each case of cash disbursement.

Parties to and beneficiaries under the transaction: PJSC Uralkali as the Borrower, PJSC Sberbank as a mandated lead arranger (creditor), a security agent and a joint and several creditor, Sberbank (Switzerland) AG as a mandated lead arranger (creditor) and a credit agent, and SIB (CYPRUS) LIMITED as a hedge provider.

Maturity: Full repayment date: 40 months from the date of execution.

Value of the Facility Agreement includes: (i) the credit limit of up to USD 750,000,000; (ii) total interest accrued separately in relation to each disbursement during the entire period of financing but not exceeding the credit term; (iii) the arrangement fee and other fees payable under the Facility Agreement.

The Facility Agreement is interconnected with the following transactions:

1. Non-Revolving Credit Facility Agreement No 8-NKL dated 1 July 2013 (as amended) between PJSC Uralkali as the Borrower and PJSC Sberbank as the Creditor, which was approved by:
 - (i) a resolution of the Board of Directors of PJSC Uralkali dated 10 September 2013 (Minutes No 281 dated 10 September 2013);
 - (ii) a resolution of the Extraordinary General Shareholders' Meeting of PJSC Uralkali dated 22 October 2013 (Minutes No 36 dated 22 October 2013);
 - (iii) a resolution of the Extraordinary General Shareholders' Meeting of PJSC Uralkali dated 18 December 2013 (Minutes No 38 dated 18 December 2013); and
 - (iv) a resolution of the Extraordinary General Shareholders' Meeting of PJSC Uralkali dated 9 December 2015 (Minutes No 48 of 10 December 2015);
2. Non-Revolving Credit Facility Agreement No 5674 dated 19 December 2013 (as amended) between PJSC Uralkali as the Borrower and PJSC Sberbank as the Creditor, which was approved by:
 - (i) a resolution of the Extraordinary General Shareholders' Meeting of PJSC Uralkali dated 7 April 2014 (Minutes No 40 dated 7 April 2014);
 - (ii) a resolution of the Extraordinary General Shareholders' Meeting of PJSC Uralkali dated 9 December 2015 (Minutes No 48 dated 10 December 2015); and
 - (iii) a resolution of the Extraordinary General Shareholders' Meeting of PJSC Uralkali dated 15 March 2016 (Minutes No 50 dated 16 March 2016).
3. Non-Revolving Credit Facility Agreement No 5877 dated 24 March 2016 (as amended) between PJSC Uralkali as the Borrower and PJSC Sberbank as the Creditor, which was approved by a resolution of the Extraordinary General Shareholders' Meeting of PJSC Uralkali dated 15 March 2016 (Minutes No 50 dated 16 March 2016).
4. Non-Revolving Credit Facility Agreement No 5878 dated 24 March 2016 (as amended) between PJSC Uralkali as the Borrower and PJSC Sberbank as the Creditor, which was approved by a

resolution of the Extraordinary General Shareholders' Meeting of PJSC Uralkali dated 15 March 2016 (Minutes No 50 dated 16 March 2016),

which cumulatively represents more than 50% of the book value of the Company's assets according to its RAS accounting statements as of the latest reporting date (being 31 December 2016).

The transaction was executed on 19 April 2017 and further approved by the Annual General Shareholders' Meeting of PJSC Uralkali on 20 June 2017.

2. A series of interconnected transactions executed on 27 December 2017:

- Additional Agreement No 8 dated 27 December 2017 to Non-Revolver Credit Facility Agreement No 5674 dated 19 December 2013 (hereinafter – Facility Agreement 1);
- Additional Agreement No 5 dated 27 December 2017 to Non-Revolver Credit Facility Agreement No 5877 dated 24 March 2016 (hereinafter – Facility Agreement 2);
- Additional Agreement No 5 dated 27 December 2017 to Non-Revolver Credit Facility Agreement No 5878 dated 24 March 2016 (hereinafter – Facility Agreement 3);
- the Amendment Agreement dated 27 December 2017 to the Non-Revolver Credit Facility Agreement dated 19 April 2017 (hereinafter – Facility Agreement 4);
- Additional Agreement No 7 dated 27 December 2017 to Non-Revolver Credit Facility Agreement No 8-NKL dated 1 July 2013 (hereinafter – Facility Agreement 5).

Facility Agreement 1

Subject matter: Amendments to Non-Revolver Credit Facility Agreement No 5674 dated 19 December 2013.

Under Facility Agreement 1, the Creditor undertakes to provide the Borrower with a non-revolving line of credit for a total limit of USD 2,000,000,000 (as per the agreed limit increase schedule) to finance current and investment activities of the Borrower including but not limited to finance production of products for export, refinancing of current obligations (including obligations to the Creditor), grant loans to repurchase own shares/bonds/global depository receipts (GDRs) representing the shares of the Borrower, acquire shares/stakes in the charter capital of companies including own exchange-traded shares/bonds/GDRs representing the shares of the Borrower, and pay dividends (including payment of taxes withheld from the income of taxpayers-recipients of dividends), for a term ending on 18 December 2019.

Maturity: Full repayment date: 18 December 2019.

Facility Agreement 2

Subject matter: Amendments to Non-Revolver Credit Facility Agreement No 5877 dated 24 March 2016.

Under Facility Agreement 2, the Creditor undertakes to provide the Borrower with a non-revolving line of credit for a total limit of USD 1,900,000,000 (as per the agreed limit increase schedule). The Financing Period is up to 84 months. Principal repayment: in 12 equal quarterly payments during the last 36 months of the Financing Period. The availability period ends on 19 June 2020. The Borrower pays interest to the Creditor in the currency of the loan at a floating interest rate. The interest rate is LIBOR 3M as of the quotation date plus a fixed margin. The fixed margin is 4.95% per annum from the day following the disbursement date through 27 December 2017, and 3.65% per annum from 28 December 2017 until the full repayment date.

Maturity: Full repayment date: 23 March 2023.

Facility Agreement 3

Subject matter: Amendments to Non-Revolving Credit Facility Agreement No 5878 dated 24 March 2016.

Under Credit Facility 3, the Creditor undertakes to provide the Borrower with a non-revolving line of credit for a total limit of USD 2,000,000,000 (as per the agreed limit increase schedule). The Financing Period is up to 120 months. Principal repayment: in equal quarterly payments starting from the sixth year of financing. The availability period ends on 31 December 2020. The Borrower pays interest to the Creditor in the currency of the loan at a floating interest rate. The interest rate is LIBOR 3M as of the quotation date plus an adjustable margin. The adjustable marking depends on Net Debt/EBITDA as per Facility Agreement 3 on the basis of the consolidated financial statements of Uralkali Group. The adjustable margin cannot be less than 3.1% per annum and cannot exceed 3.9% per annum.

Maturity: Full repayment date: 23 March 2026.

Facility Agreement 4

Subject matter: Amendments to the Non-Revolving Credit Facility Agreement, whereby the creditors indicated in said agreement shall provide PJSC Uralkali with a revolving line of credit for a total limit of up to USD 750,000,000.

Under Credit Facility 4, the Creditors undertake to provide the Borrower with a revolving credit facility with differentiated rates whereby the total credit limit will not exceed USD 750,000,000. The funds can be granted in parts, against a corresponding request of the Borrower sent to the Credit Agent specified in the Facility Agreement, in which the Borrower indicates the amount of the requested loan which shall be not less than USD 25,000,000 and not more than the total credit limit, and indicates the expected date of the disbursement, which shall be not later than the last day of the availability period (36 months from the date of the Facility Agreement). All parties involved in the loan disbursement must sign a disbursement confirmation. The Borrower pays interest to the Creditor in the currency of the loan. The interest rate shall be specified in the indicated disbursement confirmation separately in each case of cash disbursement.

Maturity: Full repayment date: 40 months from the date of execution.

Credit Facility 5

Subject matter: Amendments to Non-Revolving Credit Facility Agreement No 8-NKL dated 1 July 2013.

Under Credit Facility 5, the Creditor undertakes to provide the Borrower with a non-revolving line of credit for a total limit of USD 400,000,000 to finance current and investment activities of the Borrower including but not limited to finance production of products for export, refinancing of current obligations (including obligations to the Creditor), grant loans to repurchase own shares/bonds/global depositary receipts (GDRs) representing the shares of the Borrower, acquire shares/stakes in the charter capital of companies including own exchange-traded shares/bonds/GDRs representing the shares of the Borrower, and pay dividends. The availability period is from 1 July 2013 through 31 December 2013. Repayment shall be annual, in six equal tranches starting from 1 July 2015. The interest rate shall be (i) LIBOR 3M (reviewed quarterly) plus a fixed rate of 3.1% per annum; or (ii) if LIBOR is unavailable within 10 business days, a fixed rate of 5% per annum.

Maturity: Full repayment date: 30 June 2020.

Parties to and beneficiaries under the transaction:

Under Facility Agreement 1, Facility Agreement 2, Facility Agreement 3, and Facility Agreement 5, PJSC Uralkali is the Borrower, and PJSC Sberbank is the Creditor.

Under Facility Agreement 4, PJSC Uralkali is the Borrower, PJSC Sberbank is a mandated lead arranger (creditor), a security agent and a joint and several creditor, Sberbank (Switzerland) AG is a mandated lead arranger (creditor) and a credit agent, and SIB (CYPRUS) LIMITED is a hedge provider.

Value of Facility Agreement 1 includes:

(i) the credit limit of up to USD 2,000,000,000; (ii) total interest in the currency of the loan at a floating interest rate of LIBOR 3M plus a fixed rate of 3.55% accrued on the debt balance during the entire period of financing; (iii) the commitment fee, and (iii) the drawdown charges.

Value of Facility Agreement 2 includes:

(i) the credit limit of USD 1,900,000,000; (ii) total interest accrued on the principal debt during the entire period of financing; (iii) other fees payable under the Facility Agreement; up to 2,300,000,000 USD in total.

Value of Facility Agreement 3 includes:

(i) the credit limit of USD 2,000,000,000; (ii) total interest accrued on the principal debt during the entire period of financing; (iii) other fees payable under the Facility Agreement; up to 2,700,000,000 USD in total.

Value of Facility Agreement 4 includes:

(i) the credit limit of up to USD 750,000,000; (ii) total interest accrued separately in relation to each disbursement during the entire period of financing but not exceeding the credit term; (iii) the arrangement fee and other fees payable under the Facility Agreement.

Value of Facility Agreement 5 includes:

(i) the credit limit of up to USD 400,000,000; (ii) total interest accrued on the principal debt during the entire period of financing; (iii) the commitment fee of 0.7% of the credit limit payable before the first disbursement but not later than 1 July 2013; (iv) the drawdown charge of 0.5% per annum of the unencumbered balance of the line of credit payable together with interest payments; (v) the early repayment fee, and (vi) other payments under the Facility Agreement.

Total value of the interconnected transactions:

1. Non-Revolver Credit Facility Agreement No 8-NKL dated 1 July 2013 (as amended) between PJSC Uralkali as the Borrower and PJSC Sberbank as the Creditor, which was approved by:
 - (v) a resolution of the Board of Directors of PJSC Uralkali dated 10 September 2013 (Minutes No 281 dated 10 September 2013);
 - (vi) a resolution of the Extraordinary General Shareholders' Meeting of PJSC Uralkali dated 22 October 2013 (Minutes No 36 dated 22 October 2013);
 - (vii) a resolution of the Extraordinary General Shareholders' Meeting of PJSC Uralkali dated 18 December 2013 (Minutes No 38 dated 18 December 2013); and
 - (viii) a resolution of the Extraordinary General Shareholders' Meeting of PJSC Uralkali dated 9 December 2015 (Minutes No 48 of 10 December 2015);
2. Non-Revolver Credit Facility Agreement No 5674 dated 19 December 2013 (as amended) between PJSC Uralkali as the Borrower and PJSC Sberbank as the Creditor, which was approved by:
 - (iv) a resolution of the Extraordinary General Shareholders' Meeting of PJSC Uralkali dated 7 April 2014 (Minutes No 40 dated 7 April 2014);
 - (v) a resolution of the Extraordinary General Shareholders' Meeting of PJSC Uralkali dated 9 December 2015 (Minutes No 48 dated 10 December 2015); and

- (vi) a resolution of the Extraordinary General Shareholders' Meeting of PJSC Uralkali dated 15 March 2016 (Minutes No 50 dated 16 March 2016);
- 3. Non-Revolving Credit Facility Agreement No 5877 dated 24 March 2016 (as amended) between PJSC Uralkali as the Borrower and PJSC Sberbank as the Creditor, which was approved by a resolution of the Extraordinary General Shareholders' Meeting of PJSC Uralkali dated 15 March 2016 (Minutes No 50 dated 16 March 2016);
- 4. Non-Revolving Credit Facility Agreement No 5878 dated 24 March 2016 (as amended) between PJSC Uralkali as the Borrower and PJSC Sberbank as the Creditor, which was approved by a resolution of the Extraordinary General Shareholders' Meeting of PJSC Uralkali dated 15 March 2016 (Minutes No 50 dated 16 March 2016);
- 5. Revolving Credit Facility Agreement dated 19 April 2017 between PJSC Uralkali as the Borrower and PJSC Sberbank as the Creditor, which was approved by a resolution of the Annual General Shareholders' Meeting of PJSC Uralkali dated 20 June 2017 (Minutes No 55 dated 20 June 2017),

exceeds 50% of the book value of the Company's assets according to its RAS accounting statements as of the latest reporting date (being 30 September 2017).

The transaction does not require an approval resolution.

Appendix 2. Related party transactions valued at 2% or more of the book value of Uralkali's assets as of the last reporting date

1. The Surety Agreement on non-gratious basis dated 22 February 2017

Subject of the Agreement: In accordance with the conditions of the Surety Agreement, PJSC Uralkali (hereinafter – the Surety) provides to Uralkali Trading SIA (Latvia) (hereinafter – the Debtor) with guarantee services related to the liabilities of the Debtor to Yara Switzerland Ltd, Yara Norge AS, Yara Suomi OY (hereinafter – the Lender) under the contracts on potassium chloride supplies signed between the Debtor and the Lender on 1 July 2016, ensured by the Insurance Contract of 1 July 2016 signed between the Surety and the Lender, according to which the Debtor becomes a beneficiary, and approved by the resolution of Uralkali's Annual General Meeting of Shareholders (Minutes No. 51 of 22 June 2016) (hereinafter – the Insurance Contract) and related to the approved transaction.

The Surety provides the Debtor with non-gratuitous guarantee services and the Debtor shall pay remuneration to the Surety in the amount not exceeding 1% per annum of the remuneration amount payable to the Lender according to the conditions of the contracts on potassium chloride supplies signed between the Debtor and the Lender, which will amount to no more than USD 70,000,000 (seventy million) or the same amount in other currency.

Parties and Beneficiaries: PJSC Uralkali is the Surety under the Surety Agreement and the Guarantor under the Insurance Contract; Uralkali Trading SIA (Latvia) is the Debtor under the Surety Agreement, and the Beneficiary under the Insurance Contract; Yara Switzerland Ltd, Yara Norge AS, Yara Suomi OY is the Lender under the Insurance Contract.

Duration: The guarantee services shall be provided starting from conclusion of the Insurance Contract between the Surety and the Debtor to termination of the Insurance Contract. The Insurance Contract is valid until the Parties perform their liabilities to a full extent

Amount: the price of property (services), which can be expropriated (purchased) as the result of entering into a transaction and its execution, consisting of (i) the remuneration for guarantee services in the amount not exceeding 1% per annum of the remuneration amount payable to the Lender in accordance with the conditions of the contracts on potassium chloride supplies signed between the Debtor and the Lender which will amount to not more than USD 70,000,000 (seventy million) or the same amount in other currency, and (ii) the amount of provided services under the Insurance Contract not exceeding the maximum cost of products supplied during the period of contracts on potassium chloride supplies signed between the Debtor and the Lender on 1 July 2016.

Interested party: JSC Uralkali-Technology

Reason of interest: controller of the legal entity being a party to the transaction

Equity interest of JSC Uralkali-Technology in PJSC Uralkali – 54.3872%

Equity interest of JSC Uralkali-Technology in Uralkali Trading SIA – 0%

Equity interest of JSC Uralkali-Technology in Yara Switzerland Ltd, Yara Norge AS, Yara Suomi OY – 0%

The transaction is approved by Uralkali Extraordinary General Meeting of Shareholders (Minutes of the Extraordinary General Meeting of Shareholders No. 54 of 23 December 2016).

2. Independent Guarantee of 24 October 2017

Subject of the Agreement: The liability of the Guarantor to pay the Beneficiary money in the amount, terms, and conditions set by the Insurance Contract in case of violation of the liabilities.

In accordance with the Insurance Contract, PJSC Uralkali is the Guarantor of JSC Uralkali-Technology (the Principal); Uralkali makes all payments under the following contracts signed between JSC Uralkali-Technology and JSC VTB Capital on 24 October 2017: Bond Purchase Agreement No. 1 (state registration number of securities issue: 4B02-01-00296-A-001P), Bond Purchase Agreement No. 2 (state registration number of securities issue: 4B02-02-00296-A-001P), the General Agreement on forward transactions in financial markets and transactions concluded in accordance with the General Agreement: Confirmation of the bond option transaction with registered number 1, and Confirmation of the bond option transaction with registered number 2. The Insurance Contract is irrevocable and limited to the maximum sum, which is PJSC Uralkali's liability cap.

Parties and Beneficiaries: PJSC Uralkali is the Guarantor; JSC VTB Capital is the Beneficiary; JSC Uralkali-Technology is the Principal (beneficiary to the transaction).

Duration: The Insurance Contract shall enter into force on the issue date. The term of the Insurance Contract for one part of the secured obligations is 31 March 2020, and for the other part — 31 March 2022.

Amount: not exceeding USD 890,000,000

Interested party: JSC Uralkali-Technology

Reason of interest: controller of the legal entity being a party to the transaction

Equity interest of JSC Uralkali-Technology in PJSC Uralkali – 54.7656%

Equity interest of JSC Uralkali-Technology in JSC VTB Capital – 0%

The transaction is approved by the Board of Directors of Uralkali (Minutes of the Board of Directors Meeting No. 337 of 21 September 2017).