

**DRAFT RESOLUTIONS**  
**of the Annual General Meeting of Shareholders of OJSC ALROSA**  
**June 25, 2015**

**1. Approval of the annual report of OJSC ALROSA.**

**Item put to vote:**

To approve the annual report of OJSC ALROSA for 2014.

**2. Approval of the annual financial statements of OJSC ALROSA, including the income statement (profit and loss account).**

**Item put to vote:**

To approve the annual financial statements of OJSC ALROSA, including the income statement (profit and loss account) for 2014.

**3. Approval of the distribution of ALROSA's profit following the results of the year 2014.**

**Item put to vote:**

To distribute the net profit of OJSC ALROSA for 2014 as follows:

net profit to be distributed, total:	RUB 23,469,167 thousand
to be paid as dividend	RUB 10,826,499 thousand
to be paid as remuneration to members of the Supervisory Board of OJSC ALROSA	RUB 40,700 thousand
profit remaining at the disposal of OJSC ALROSA	RUB 12,601,968 thousand

**4. Amount, terms and form of payment of the 2014 year-end dividend and determining the date when the persons entitled to dividend are to be defined.**

**Item put to vote:**

1. To pass a resolution on (declare) the dividend payment based on the results of 2014 in the amount of 1 (One) ruble 47 (Forty seven) kopecks per one placed ordinary registered share of OJSC ALROSA of RUB 0.5 par value.

2. To fix the following dividend payment procedure based on the results of 2014:

– dividend is paid to the shareholders of OJSC ALROSA included in the list of persons entitled to dividend, by the transfer of funds from ALROSA's account, and, in case of a paying agent, from the paying agent's account by postal or bank transfer;

– to shareholders—individuals, who did not specify the way of obtaining dividend payment in the questionnaire of a registered person, dividend is paid by postal transfer;

– the amount of accrued dividend calculated based on the amount of dividend per one share of OJSC ALROSA or in compliance with the ownership percentage of share(s) of OJSC ALROSA, is determined accurate to one kopeck;

– if the transferred dividend is returned for the reasons of incorrect payment details and other information, the repeat payment of dividend shall be made after the registrar of OJSC

ALROSA receives the information about the changes made to payment details and other information, and the relevant changes are made to the shareholders' register of OJSC ALROSA;

– any fee for bank or postal transfer of dividend is paid at the expense of OJSC ALROSA.

3. To determine the next date when the persons entitled to dividend are to be defined: July 15, 2015.

## **5. Payment of the remuneration for the Supervisory Board members–non-government officials in the amount fixed by the internal documents of OJSC ALROSA.**

### **Item put to vote:**

To pay the remuneration for work in the Supervisory Board for the 2014-2015 corporate period (year) to the members of the Supervisory Board of OJSC ALROSA, who are non-government officials and who are not sole executive bodies or members of the plural executive body of OJSC ALROSA, in the amount fixed under the Regulations on Remuneration to Members of the Supervisory Board of OJSC ALROSA:

1. Fedor Borisovich ANDREEV – in the amount of RUB 3,927,273 (Three million nine hundred and twenty seven thousand two hundred and seventy three rubles).

2. Sergey Konstantinovich DUBININ – in the amount of RUB 4,363,636 (Four million three hundred and sixty three thousand six hundred and thirty six rubles).

3. Dmitry Petrovich ZAKHAROV – in the amount of RUB 4,000,000 (Four million rubles).

4. Valentina Iliinichna KONDRATYEVA – in the amount of RUB 4,000,000 (Four million rubles).

5. Nadezhda Egorovna KONONOVA – in the amount of RUB 3,818,182 (Three million eight hundred and eighteen thousand one hundred and eighty two rubles).

6. Igor Arnoldovich LOZHEVSKY – in the amount of RUB 4,000,000 (Four million rubles).

7. Denis Stanislavovich MOROZOV – in the amount of RUB 3,636,364 (Three million six hundred and thirty six thousand three hundred and sixty four rubles).

8. Ilya Arturovich YUZHANOV – in the amount of RUB 6,000,000 (Six million rubles).

9. Andrey Vladimirovich SHARONOV – in the amount of RUB 3,454,545 (Three million four hundred and fifty four thousand five hundred and forty five rubles).

10. Oleg Romanovich FYODOROV – in the amount of RUB 3,490,909 (Three million four hundred and ninety thousand nine hundred and nine rubles).

## **6. Election of the Supervisory Board members of OJSC ALROSA.**

### **Item put to vote:**

To elect the Supervisory Board of OJSC ALROSA consisting of the following members:

1. Gennady Fedorovich ALEKSEEV
2. Petr Vyacheslavovich ALEKSEEV
3. Sergey Vladimirovich BARSUKOV
4. Yegor Afanasyevich BORISOV
5. Alexander Sergeevich GALUSHKA

6. Maria Vladimirovna GORDON
7. Evgenia Vassilievna GRIGORIEVA
8. Oleg Viktorovich GRINKO
9. Galina Innokentievna DANCHIKOVA
10. Ivan Kirillovich DEMYANOV
11. Andrey Vyacheslavovich ZHARKOV
12. Valery Alexeevich ZHONDOROV
13. Dmitry Petrovich ZAKHAROV
14. Valentina Iliinichna KONDRATYEVA
15. Nadezhda Egorovna KONONOVA
16. Alexander Alexeevich KUGAEVSKY
17. Valery Ivanovich MAKSIMOV
18. Sergey Vasilyevich MESTNIKOV
19. Valentin Ivanovich NIKIFOROV
20. Nina Antoninovna OSIPOVA
21. Anton Germanovich SILUANOV
22. Andrey Anatolievich SINYAKOV
23. Oleg Romanovich FYODOROV
24. Pavel Vassilievich ULYANOV
25. Alexey Olegovich CHEKUNKOV

#### **7. Election of the Auditing Committee members of OJSC ALROSA.**

##### **Item put to vote:**

To elect the Auditing Committee of OJSC ALROSA consisting of the following members:

1. Anna Ivanovna VASILYEVA;
2. Andrey Vladimirovich GLINOV;
3. Denis Penkhvaevich KIM;
4. Marina Vitalyevna MIKHINA;
5. Viktor Nikolaevich PUSHMIN.

#### **8. Approval of the auditors of OJSC ALROSA.**

##### **Item put to vote:**

1. To approve LLC “FBK” as the statutory auditor of annual financial statements of OJSC ALROSA under the Russian Accounting Standards for 2015.
2. To approve ZAO PricewaterhouseCoopers Audit as the ALROSA’s statutory auditor of consolidated financial statements of ALROSA Group under the International Financial Reporting Standards for 2015.

#### **9. Approval of the interested party transaction: Liability Insurance Contract for the members of the Supervisory Board and the Executive Committee of OJSC ALROSA.**

##### **Item put to vote:**

To approve the interested party transaction: Liability Insurance Contract for the members of the Supervisory Board and the Executive Committee of OJSC ALROSA—on the key terms as follows:

- parties: OJSC ALROSA and Insurance Company VTB-Insurance, Ltd.;

- beneficiaries (insured parties): members of the Supervisory Board and Executive Committee of OJSC ALROSA; OJSC ALROSA (with regard to Securities claims);
- insurance object: property interests of the insured parties connected with the recovery of losses for which the insured parties bear responsibility under law and which arise as a result of bringing claims to the insured parties with regard to misconduct, mistakes or omissions of the insured parties at fulfillment of their obligations;
- list of covered risks (insured events): bringing to the insured parties claims on recovery of losses arising as a result of causing harm to the third parties through misconduct, mistakes or omissions of the insured parties at fulfillment of their obligations; bringing to OJSC ALROSA claims on recovery of losses on securities arising as a result of causing harm to the third parties through misconduct, mistakes or omissions of OJSC ALROSA;
- insurance period: one year and detection period of 60 (sixty) days in case of nonrenewal of insurance coverage—without payment of additional insurance premium;
- insurance territory: the whole world;
- maximum amount of insurance: USD 100 million;
- additional amount of insurance for independent directors: not more than USD 5 million;
- maximum amount of insurance: USD 140 thousand or its equivalent in the currency of the Russian Federation (for the insurance of all members of the Supervisory Board and Executive Committee of OJSC ALROSA, as well as OJSC ALROSA (with regard to Securities claims);
- deductible:
  - Coverage A: with regard to non-qualifying losses of insured parties, the deductible is not fixed.
  - Coverage B: with regard to other losses of insured parties, the deductible is fixed in the amount not exceeding USD 100,000.
  - Coverage C: with regard to losses of insured parties, in connection with the Securities claims, the deductible is fixed in the amount not exceeding USD 100,000.
- applicable legislation: the Russian Federation.

**10. Approval of the interested party transaction: Additional Agreement to the current Loan Agreement for the amount of USD 350 million between OJSC ALROSA and JSC VTB Bank**

**Item put to vote:**

To approve the interested party transaction: conclusion of an additional agreement to the current loan agreement of October 12, 2012, No. 3058 between OJSC ALROSA and JSC VTB Bank (hereinafter the Agreement), on the key terms as follows:

*Parties to the additional agreement:*

OJSC ALROSA – Borrower;

JSC VTB Bank—Lender or Bank.

*Subject of the additional agreement:*

- amount of loan—USD 350,000,000 (Three hundred and fifty million);
- loan repayment date—October 12, 2018;
- interest rate: floating rate in the amount of 6-months LIBOR rate and the margin of 5.95% per annum;
- due date for interest—twice a year;
- fee for the change of the loan agreement terms—0.5% of the amount of loan;
- Security—no security;
- Other terms: in case the Lender makes demand on the Borrower to fulfill its obligations under the Agreement ahead of time, the Borrower shall be obliged to pay to the Lender the Amount of additional monetary obligations calculated as follows: to provide financing to the

Borrower on the terms of the Agreement, including to decrease (subsidize) the Loan interest rate, the Bank uses additional financial instruments, in particular the Bank enters into agreements that are derivative financial instruments (including rate swap transactions) or other transactions aimed at funding the Agreement and the Bank's management of risks connected with such financing. The Borrower's early fulfillment of its obligations under the Agreement shall result in the necessity of early termination of the obligations under the abovementioned transactions or closing positions on other financial instruments. The below provisions define the method of calculation of the Bank's additional costs and/or losses connected with such early termination.

**Reference Banks or Contractors:** UBS AG, Deutsche Bank AG, Morgan Stanley, HSBC Europe B.V., Citibank N.A., JP Morgan Chase & Co, Barclays plc, Credit Suisse AG London Branch and/or their affiliates, Julius Baer, Sberbank of Russia OJSC, Gazprombank (JSC).

**Rate of Exchange** shall mean the purchase of 1 (one) US Dollar for rubles, indicated in rubles.

**Rate of Conversion** shall mean the RUB/USD rate of exchange agreed by the Parties at concluding the Agreement and making RUB 31.12 (thirty one 12/100) per one US Dollar.

**Fixing Rate** shall mean the Rate of Exchange defined under Clause 3.8, which is valid as of any date during the term of this Agreement.

**Principal Debt** shall mean, as of any date during the term of this Agreement, a granted but outstanding amount of the Loan, including the amount outstanding at the loan repayment date specified in the Agreement;

**Amount of additional monetary obligation** shall be calculated under Clauses 3.1.–3.8.

3.1. For the purposes of defining the Amount of additional monetary obligation, demonstrating soundness and good faith, the Bank shall define the amount of own losses and/or shortfall in profits that may arise as a result of the Lender's demand on the Borrower to fulfill its obligations under the Agreement ahead of time. In this case the Amount of additional monetary obligation shall be defined at the date of the Lender's demand on the Borrower to fulfill its obligations under the Agreement ahead of time.

3.2. On the date of defining the Amount of additional monetary obligation the Bank shall receive proposals for the conclusion of transactions, which are valid as offers (firm quotations) (hereinafter referred to as the Offers), for the following transactions mentioned in sub-clauses (A) and (B) below:

A) for the transaction (hereinafter referred to as the Replacement Transaction 1) which terms provide the following:

- on the date of the Lender's demand on the Borrower to fulfill its obligations under the Agreement ahead of time, the Bank shall pay to the Contractor the amount of the Principal debt in US Dollars and receive from the Contractor a ruble equivalent of the amount of the Principal debt calculated under the Rate of Conversion;

- on each due date for interest on the Loan not earlier than the date of the Lender's demand on the Borrower to fulfill its obligations under the Agreement ahead of time up to the due date for interest falling on October 12, 2015 (inclusive) (hereinafter referred to as the **Transaction Period**), the Bank shall receive from the Contractor the amounts in US Dollars calculated based on the LIBOR interest rate published by Reuters for 2 (two) work days when credit organizations are open for business in London, up to such due date for interest, increased by 2.60 (two point sixty) per cent per annum, applicable to the amount of the Principal Debt in US Dollars, and on a quarterly basis during the Transaction Period the Bank shall pay to the Contractor the amounts in rubles calculated based on the MosPrime Rate for the period of 3 (three) months, increased by 0.55 (zero point fifty five) per cent per annum, applicable to the amount of the ruble equivalent of the amount of the Principal Debt calculated at the Rate of Conversion;

- on the due date for interest falling on October 12, 2015, the Bank shall pay to the Contractor the ruble equivalent of the amount of the Principal Debt calculated at the Rate of Conversion, and receive from the Contractor the amount of the Principal Debt in US Dollars.

The Bank shall receive Offers for the transactions specified in this sub-clause (A) only if the date of defining the Amount of additional monetary obligation is before October 12, 2015.

In this case payments in rubles are converted into US Dollars at the Fixing Rate valid as of the date of defining the Amount of additional monetary obligation;

B) for the transaction (hereinafter referred to as the Replacement Transaction 2) which terms provide the following:

– on each due date for interest on the Loan after October 12, 2015, the Bank shall pay to the Contractor the amounts in US Dollars calculated based on the LIBOR interest rate published by Reuters for 2 (two) work days when credit organizations are open for business in London, up to such due date for interest, increased by 4.75 (four point seventy five) per cent per annum, applicable to the amount of the Principal Debt, and the Bank shall receive from the Contractor the amounts in US Dollars calculated based on the interest rate of 6.05 (six point zero five) per cent per annum, applicable to the amount of the Principal Debt.

The Bank shall receive Offers for the transactions specified in this sub-clause (B) in any case.

Hereinafter Replacement Transaction 1 and Replacement Transaction 2 are collectively referred to as the Replacement Transactions.

In case if under the terms of the Quotation, as defined in Clauses 3.3.-3.5., as a result of the conclusion of Replacement Transactions the Bank is obliged to pay an amount of money (hereinafter referred to as the Lump Sum Payment) to the Contractor, the amount of the Lump Sum Payment in US Dollars shall be deemed to be the Amount of additional monetary obligation. In case if under the terms of the Quotation the Contractor, as a result of the conclusion of Replacement Transactions, must pay the Lump Sum Payment to the Bank, the Amount of additional monetary obligation shall be deemed to be equal to zero.

3.3. For the purposes of defining the Quotation (hereinafter the Quotation), the Bank must request through the Reuters Dealing system not less than three Reference Banks to provide the Offers for the Replacement Transactions, the Lump Sum Payment on which is the payment in US Dollars to be paid/received by the Bank as a result of the conclusion of the Replacement Transactions with a Reference Bank.

3.4. If Reference Banks provide more than three Offers, an arithmetic average of Lump Sum Payments on them shall be deemed to be the Quotation (hereinafter referred to as the Arithmetic Average Quotation). If Reference Banks provide three Offers, the Offer remaining after the exclusion of the Offers with the highest and lowest Lump Sum Payments shall be deemed to be the Quotation (hereinafter referred to as the Average Quotation).

3.5. If after applying to all the above mentioned Reference Banks, these Banks, within two Work days from the moment of applying by the Bank, provide less than three Offers, the Bank, acting reasonably and in good faith, shall request and confirm to the Client, in accordance with the procedure established in Clause 3.3., the proposals not binding for Reference Banks to conclude the transaction (hereinafter referred to as the Indicative Offers). The Bank shall determine the Arithmetic Average Quotation or Average Quotation under Clause 3.4. based on such Indicative Offers.

3.6. For the avoidance of doubt, the Parties have agreed that for the calculation of the Average Quotation or Arithmetic Average Quotation under Clauses 3.3.-3.5, not more than one Offer/Indicative Offer from each Reference Bank can be used.

3.7. The Bank shall undertake to provide the Borrower with the terms of the Quotation (the size of the Amount of additional monetary obligation) and the printout of negotiations with Reference Banks through the Reuters Dealing system confirming the fact of providing Offers/Indicative Offers and their terms, not later than the Work day preceding the date of payment of the Amount of additional monetary obligation.

3.8. The procedure of defining the Fixing Rate: The Parties have agreed to use as the Fixing Rate the RUB/USD rate expressed as a number of rubles per one US Dollar for the settlement on the next Work day, calculated by Chicago Mercantile Exchange and declared by the

Emerging Market Traders Association (hereinafter referred to as the EMTA) on the EMTA page in the Reuters system, and if such page is unavailable—on other page of the Reuters or any other system where such information is published approximately at 1:30 p.m. Moscow time.

When it is impossible to define the Fixing Rate using the abovementioned procedure, the Bank must request through the Reuters Dealing system not less than four Reference Banks to provide firm quotations for the conclusion of conversion transactions for the amount of USD 50,000,000.00 (Fifty million 00/100) with the value date ‘tomorrow’. In case of receipt of three and more quotations, the Fixing Rate shall be calculated as the arithmetic average from the obtained quotations not taking into account the highest and lowest value. If it is impossible to receive three and more firm quotations of the listed Reference Banks, for the calculation of the Fixing Rate the Bank is entitled to use indicative (not binding to conclude the transactions) quotations of such Reference Banks.

**11. Approval of the interested party transaction: Additional Agreement to the current Loan Agreement for the amount of USD 250 million between OJSC ALROSA and JSC VTB Bank.**

**Item put to vote:**

To approve the interested party transaction: conclusion of an additional agreement to the current loan agreement of October 17, 2012, No. 3096 between OJSC ALROSA and JSC VTB Bank (hereinafter the Agreement), on the key terms as follows:

Parties to the additional agreement:

OJSC ALROSA – Borrower;

JSC VTB Bank–Lender or Bank.

Subject of the additional agreement:

- amount of loan–USD 250,000,000 (Two hundred and fifty million);
- loan repayment date–October 17, 2018;
- interest rate: floating rate in the amount of 6-months LIBOR rate and the margin of 5.95% per annum;
- due date for interest–twice a year;
- fee for the change of the loan agreement terms–0.5% of the amount of loan;
- Security–no security;
- Other terms: in case the Lender makes demand on the Borrower to fulfill its obligations under the Agreement ahead of time, the Borrower shall be obliged to pay to the Lender the Amount of additional monetary obligations calculated as follows: to provide financing to the Borrower on the terms of the Agreement, including to decrease (subsidize) the Loan interest rate, the Bank uses additional financial instruments, in particular the Bank enters into agreements that are derivative financial instruments (including rate swap transactions) or other transactions aimed at funding the Agreement and the Bank’s management of risks connected with such financing. The Borrower’s early fulfillment of its obligations under the Agreement shall result in the necessity of early termination of the obligations under the abovementioned transactions or closing positions on other financial instruments. The below provisions define the method of calculation of the Bank’s additional costs and/or losses connected with such early termination.

Reference Banks or Contractors: UBS AG, Deutsche Bank AG, Morgan Stanley, HSBC Europe B.V., Citibank N.A., JP Morgan Chase & Co, Barclays plc, Credit Suisse AG London Branch and/or their affiliates, Julius Baer, Sberbank of Russia OJSC, Gazprombank (JSC).

Rate of Exchange shall mean the purchase of 1 (one) US Dollar for rubles, indicated in rubles.

Rate of Conversion shall mean the RUB/USD rate of exchange agreed by the Parties at concluding the Agreement and making RUB 31.12 (thirty one 12/100) per one US Dollar.

Fixing Rate shall mean the Rate of Exchange defined under Clause 3.8, which is valid as of any date during the term of this Agreement.

Principal Debt shall mean, as of any date during the term of this Agreement, a granted but outstanding amount of the Loan, including the amount outstanding at the loan repayment date specified in the Agreement;

Amount of additional monetary obligation shall be calculated under Clauses 3.1.–3.8. 3.1. For the purposes of defining the Amount of additional monetary obligation, demonstrating soundness and good faith, the Bank shall define the amount of own losses and/or shortfall in profits that may arise as a result of the Lender's demand on the Borrower to fulfill its obligations under the Agreement ahead of time. In this case the Amount of additional monetary obligation shall be defined at the date of the Lender's demand on the Borrower to fulfill its obligations under the Agreement ahead of time.

3.2. On the date of defining the Amount of additional monetary obligation the Bank shall receive proposals for the conclusion of transactions, which are valid as offers (firm quotations) (hereinafter referred to as the Offers), for the following transactions mentioned in sub-clauses (A) and (B) below:

A) for the transaction (hereinafter referred to as the Replacement Transaction 1) which terms provide the following:

- on the date of the Lender's demand on the Borrower to fulfill its obligations under the Agreement ahead of time, the Bank shall pay to the Contractor the amount of the Principal debt in US Dollars and receive from the Contractor a ruble equivalent of the amount of the Principal debt calculated under the Rate of Conversion;

- on each due date for interest on the Loan not earlier than the date of the Lender's demand on the Borrower to fulfill its obligations under the Agreement ahead of time up to the due date for interest falling on October 18, 2015 (inclusive) (hereinafter referred to as the Transaction Period), the Bank shall receive from the Contractor the amounts in US Dollars calculated based on the LIBOR interest rate published by Reuters for 2 (two) work days when credit organizations are open for business in London, up to such due date for interest, increased by 2.60 (two point sixty) per cent per annum, applicable to the amount of the Principal Debt in US Dollars, and on a quarterly basis during the Transaction Period the Bank shall pay to the Contractor the amounts in rubles calculated based on the MosPrime Rate for the period of 3 (three) months, increased by 0.55 (zero point fifty five) per cent per annum, applicable to the amount of the ruble equivalent of the amount of the Principal Debt calculated at the Rate of Conversion;

- on the due date for interest falling on October 18, 2015, the Bank shall pay to the Contractor the ruble equivalent of the amount of the Principal Debt calculated at the Rate of Conversion, and receive from the Contractor the amount of the Principal Debt in US Dollars.

The Bank shall receive Offers for the transactions specified in this sub-clause (A) only if the date of defining the Amount of additional monetary obligation is before October 18, 2015.

In this case payments in rubles are converted into US Dollars at the Fixing Rate valid as of the date of defining the Amount of additional monetary obligation;

B) for the transaction (hereinafter referred to as the Replacement Transaction 2) which terms provide the following:

- on each due date for interest on the Loan after October 18, 2015, the Bank shall pay to the Contractor the amounts in US Dollars calculated based on the LIBOR interest rate published by Reuters for 2 (two) work days when credit organizations are open for business in London, up to such due date for interest, increased by 4.75 (four point seventy five) per cent per annum, applicable to the amount of the Principal Debt, and the Bank shall receive from the Contractor the amounts in US Dollars calculated based on the interest rate of 6.05 (six point zero five) per cent per annum, applicable to the amount of the Principal Debt.

The Bank shall receive Offers for the transactions specified in this sub-clause (B) in any case.



Hereinafter Replacement Transaction 1 and Replacement Transaction 2 are collectively referred to as the Replacement Transactions.

In case if under the terms of the Quotation, as defined in Clauses 3.3.-3.5., as a result of the conclusion of Replacement Transactions the Bank is obliged to pay an amount of money (hereinafter referred to as the Lump Sum Payment) to the Contractor, the amount of the Lump Sum Payment in US Dollars shall be deemed to be the Amount of additional monetary obligation. In case if under the terms of the Quotation the Contractor, as a result of the conclusion of Replacement Transactions, must pay the Lump Sum Payment to the Bank, the Amount of additional monetary obligation shall be deemed to be equal to zero.

3.9. For the purposes of defining the Quotation (hereinafter the Quotation), the Bank must request through the Reuters Dealing system not less than three Reference Banks to provide the Offers for the Replacement Transactions, the Lump Sum Payment on which is the payment in US Dollars to be paid/received by the Bank as a result of the conclusion of the Replacement Transactions with a Reference Bank.

3.10. If Reference Banks provide more than three Offers, an arithmetic average of Lump Sum Payments on them shall be deemed to be the Quotation (hereinafter referred to as the Arithmetic Average Quotation). If Reference Banks provide three Offers, the Offer remaining after the exclusion of the Offers with the highest and lowest Lump Sum Payments shall be deemed to be the Quotation (hereinafter referred to as the Average Quotation).

3.11. If after applying to all the above mentioned Reference Banks, these Banks, within two Work days from the moment of applying by the Bank, provide less than three Offers, the Bank, acting reasonably and in good faith, shall request and confirm to the Client, in accordance with the procedure established in Clause 3.3., the proposals not binding for Reference Banks to conclude the transaction (hereinafter referred to as the Indicative Offers). The Bank shall determine the Arithmetic Average Quotation or Average Quotation under Clause 3.4. based on such Indicative Offers.

3.12. For the avoidance of doubt, the Parties have agreed that for the calculation of the Average Quotation or Arithmetic Average Quotation under Clauses 3.3.-3.5, not more than one Offer/Indicative Offer from each Reference Bank can be used.

3.13. The Bank shall undertake to provide the Borrower with the terms of the Quotation (the size of the Amount of additional monetary obligation) and the printout of negotiations with Reference Banks through the Reuters Dealing system confirming the fact of providing Offers/Indicative Offers and their terms, not later than the Work day preceding the date of payment of the Amount of additional monetary obligation.

3.14. The procedure of defining the Fixing Rate: The Parties have agreed to use as the Fixing Rate the RUB/USD rate expressed as a number of rubles per one US Dollar for the settlement on the next Work day, calculated by Chicago Mercantile Exchange and declared by the Emerging Market Traders Association (hereinafter referred to as the EMTA) on the EMTA page in the Reuters system, and if such page is unavailable—on other page of the Reuters or any other system where such information is published approximately at 1:30 p.m. Moscow time.

When it is impossible to define the Fixing Rate using the abovementioned procedure, the Bank must request through the Reuters Dealing system not less than four Reference Banks to provide firm quotations for the conclusion of conversion transactions for the amount of USD 50,000,000.00 (Fifty million 00/100) with the value date 'tomorrow'. In case of receipt of three and more quotations, the Fixing Rate shall be calculated as the arithmetic average from the obtained quotations not taking into account the highest and lowest value. If it is impossible to receive three and more firm quotations of the listed Reference Banks, for the calculation of the Fixing Rate the Bank is entitled to use indicative (not binding to conclude the transactions) quotations of such Reference Banks.

## **12. Participation of OJSC ALROSA in the Diamond Producers Association.**

**Item put to vote:**

OJSC ALROSA is to join (take part in establishing as a founder of) the Diamond Producers Association

**13. Approval of the revised version of the Charter of Public Joint Stock Company ALROSA (PJSC ALROSA).****Item put to vote:**

To approve the Charter of PJSC ALROSA (Appendix 1).

**14. Approval of the Regulations on the General Meetings of Shareholders of PJSC ALROSA.****Item put to vote:**

To approve the Regulations on General Meetings of Shareholders of PJSC ALROSA (Appendix 2).

**15. Approval of the Regulations on the Supervisory Board of PJSC ALROSA.****Item put to vote:**

To approve the Regulations on the Supervisory Board of PJSC ALROSA (Appendix 3).

**16. Approval of the Regulations on the Executive Committee of PJSC ALROSA.****Item put to vote:**

To approve the Regulations on the Executive Committee of PJSC ALROSA (Appendix 4).

**17. Approval of the Regulations on the Auditing Committee of PJSC ALROSA.****Item put to vote:**

To approve the Regulations on the Auditing Committee of PJSC ALROSA (Appendix 5).

**18. Approval of the Regulations on Remuneration to Members of the Supervisory Board of PJSC ALROSA.****Item put to vote:**

To approve the Regulations on Remuneration to Members of the Supervisory Board of PJSC ALROSA (Appendix 6).

**19. Approval of the Regulations on Remuneration and Compensation to Members of the Auditing Committee of PJSC ALROSA.****Item put to vote:**

To approve the Regulations on Remuneration and Compensation to Members of the Auditing Committee of PJSC ALROSA (Appendix 7).