

DRAFT RESOLUTIONS
of the Annual General Meeting of Shareholders of OJSC «ALROSA»

1. Approval of the annual report of OJSC «ALROSA».

Item put to vote:

To approve the annual report of OJSC ALROSA for 2013.

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 2013.

3. Approval of the distribution of profit of OJSC «ALROSA» following the results of the year 2013.

Item put to vote:

To distribute the net profit of OJSC «ALROSA» for 2013 as follows:

net profit to be distributed, total:	RUB 35,600,710,000
to be paid as a dividend	RUB 10,826,499,476
to be paid as remuneration to members of the Supervisory Board of OJSC «ALROSA»	RUB 28,300,000
the profit remaining at the disposal of OJSC «ALROSA» and allocated to finance ALROSA's investment programs stipulated by the consolidated budget 2014, approved by the Minutes of the Company's Supervisory Board meeting No. 206 of December 17, 2013	RUB 24,774,210,524

4. The amount, terms and form of payment of the 2013 year-end dividends.

Item put to vote:

1. To pass a resolution on (declare) the dividend payment based on the results of 2013 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 2013:

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

– the amount of accrued dividend calculated based on the amount of a dividend per one share of OJSC «ALROSA» or in compliance with the ownership percentage of shares of OJSC «ALROSA», is determined accurate to one kopeck based on the mathematical rounding rule;

– if the transferred dividend is returned for the reasons of incorrect payment details and other information contained in the list of persons entitled to a dividend, 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».

3. To determine the next date when the persons entitled to a dividend are to be defined: July 18, 2014.

5. Payment of the remuneration for the Supervisory Board members – non-government officials in the amount fixed by the internal document of OJSC «ALROSA».

Item put to vote:

To pay the remuneration for work in the Supervisory Board during the corporate period (year) from June 29, 2013, to June 28, 2014, 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» approved by the Annual General Meeting of Shareholders of OJSC «ALROSA» on June 30, 2011:

1. Pavel Andreevich Borodin – in the amount of RUB 2,833,333 (Two million eight hundred and thirty three thousand three hundred and thirty three rubles).

2. Sergey Konstantinovich Dubinin – in the amount of RUB 4,200,000 (Four million two hundred thousand rubles).

3. Dmitry Petrovich Zakharov – in the amount of RUB 3,666,667 (Three million six hundred and sixty six thousand six hundred and sixty seven rubles).

4. Valentina Iiinichna Kondratyeva – in the amount of RUB 1,666,667 (One million six hundred and sixty six thousand six hundred and sixty seven rubles).

5. Nadezhda Egorovna Kononova – in the amount of RUB 1,666,667 (One million six hundred and sixty six thousand six hundred and sixty seven rubles).

6. Denis Stanislavovich Morozov – in the amount of RUB 3,666,667 (Three million six hundred and sixty six thousand six hundred and sixty seven rubles).

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

8. Alexander Nikolayevich Shokhin – in the amount of RUB 4,600,000 (Four million six hundred thousand 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. Fyodor Borisovich Andreev;

2. Sergey Vladimirovich Barsukov;

3. Mikhail Lvovich Bruk (as an independent member of the Supervisory Board);

4. Viktor Viktorovich Budishchev (as an independent member of the Supervisory Board);

5. Maxim Yuryevich Bulshiy;

6. Ivan Kirillovich Demyanov;

7. Sergey Konstantinovich Dubinin;

8. Dmitry Petrovich Zakharov (as an independent member of the Supervisory Board);

9. Spartak Grigoryevich Illarionov (as an independent member of the Supervisory Board);

10. Valentina Iiinichna Kondratyeva;

11. Nadezhda Egorovna Kononova (as an independent member of the Supervisory Board);

12. Pavel Pavlovich Kylatchanov;

13. Igor Arnoldovich Lozhevsky (as an independent member of the Supervisory Board);

14. Sergey Vasilyevich Mestnikov;

15. Ralph Tavakolian Morgan (as an independent member of the Supervisory Board);

16. Denis Stanislavovich Morozov (as an independent member of the Supervisory Board);

17. Thomas John O'Neill (as an independent member of the Supervisory Board);

18. Nina Antoninovna Osipova;
19. Alexander Dmitryevich Safronov;
20. Oleg Romanovich Fyodorov;
21. Andrey Vladimirovich Sharonov;
22. Ilya Arturovich Yuzhanov.

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. Natalia Nikolayevna Annikova;
2. Lyubov Georgyevna Berezkina;
3. Anna Ivanovna Vasilieva;
4. Andrey Vladimirovich Glinov;
5. Denis Penkhvaevich Kim;
6. Marina Vitalyevna Mikhina;
7. Evgeny Mikhailovich Stolyarov.

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 2014.

2. To approve ZAO PricewaterhouseCoopers Audit as the statutory auditor of consolidated financial statements of ALROSA Group under the International Financial Reporting Standards for 2014.

9. Amendment to the Charter of OJSC «ALROSA».

Item put to vote:

To amend the Charter of OJSC «ALROSA» (Appendix 1).

10. Amendment to the Regulations on General Meetings of Shareholders of OJSC «ALROSA».

Item put to vote:

To amend the Regulations on General Meetings of Shareholders of OJSC «ALROSA» (Appendix 2).

11. Amendment to the Regulations on the Supervisory Board of OJSC «ALROSA».

Item put to vote:

To amend the Regulations on the Supervisory Board of OJSC «ALROSA» (Appendix 3).

12. Amendment to the Regulations on Remuneration to Members of the Supervisory Board of OJSC «ALROSA».

Item put to vote:

To amend the Regulations on Remuneration to Members of the Supervisory Board of OJSC «ALROSA» (Appendix 4).

13. Amendment to the Regulations on the Auditing Committee of OJSC «ALROSA».

Item put to vote:

To amend the Regulations on the Auditing Committee of OJSC «ALROSA» (Appendix 5).

14. Participation of OJSC «ALROSA» in the World Diamond Council.

Item put to vote:

To approve joining of OJSC «ALROSA» to the World Diamond Council with the payment of annual membership dues.

15. Approval of the interested party transaction: purchase of shares of OJSC Severalmaz by OJSC «ALROSA».

Item put to vote:

To approve the interested party transaction: purchase of the additional issue shares of OJSC Severalmaz by OJSC «ALROSA» – on the terms as follows:

- 1) Class, category (type), form of purchased shares of OJSC Severalmaz:
– ordinary registered uncertified shares.
- 2) Par value of each additional issue share of OJSC Severalmaz:
– RUB 1 (One).
- 3) Number of the additional issue shares of OJSC Severalmaz purchased by OJSC «ALROSA»:
– up to 12,121,212,121 (Twelve billion one hundred and twenty one million two hundred and twelve thousand one hundred and twenty one) shares.
- 4) Mode of acquisition of the additional issue shares of OJSC Severalmaz by OJSC ALROSA:
– exercise the preemptive right to purchase the additional issue shares.
- 5) Price of the additional issue shares of OJSC Severalmaz:
– up to RUB 16,000,000,000 (Sixteen billion) (at the price of 1 (One) ruble 32 (Thirty two) kopecks per one share).
- 6) Form of payment for the additional issue shares of OJSC Severalmaz:
– shares are paid in monetary funds in Russian rubles.

16. 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 terms as follows:

SUBJECT OF INSURANCE CONTRACT

Taking into account all the provisions of the Insurance Contract, the Insurer shall undertake upon occurrence of any of the insured events defined herein to pay in accordance with the Insurance Contract the insurance indemnity (as the case may be) to the relevant Insured person and/or any other person entitled to such indemnity.

OBJECTS INSURED AND INSURED EVENTS UNDER INSURANCE CONTRACT

Insurance coverage A (clause of Policy terms) (hereinafter Coverage A)

The object insured for the purposes of Coverage A, as related to the liability insurance of any Insured person for any Financial loss incurred by other persons, shall be the property interests of such Insured person related to the obligation to indemnify Financial loss incurred by other persons.

The Insured event for the purposes of Coverage A, as related to the liability insurance of any Insured person for any Financial loss incurred by other persons, shall be the occurrence of all the events as follows: (a) occurrence at any time before the start of the period of insurance or at any time during the period of insurance for any Insured person, in accordance with the applicable laws, of the obligation to indemnify any Financial loss incurred by other persons in connection with any Wrongful act of the Insured person, and (b) lodging during the period of insurance of any claim against such Insured person in connection with the Financial loss of other persons specified in clause (a) above; accordingly, the Insured event shall be deemed to have occurred when the Claim specified in clause (b) above is lodged. For the avoidance of doubt the Insurance Contract shall also cover any Financial loss indemnified by any Insured person and/or that any Insured person must indemnify at the expiration of the Insurance period as liability for the Financial loss of other persons (including, but not limited to, in case of a decision made by the court, arbitration, arbitral tribunal or any similar body/institute at the expiration of the Insurance period), but in connection with any Claim lodged during the Period of insurance and covered under the Insurance Contract.

The object insured for the purposes of Coverage A, as related to the insurance of any Expenses of any Insured person, shall be the property interests of such Insured person related to the bearing of any Expenses.

The Insured event for the purposes of Coverage A, as related to the insurance of any Expenses of any Insured person, shall be deemed the bearing by such Insured person of any Expenses related to any Claim. Any Expenses shall be deemed incurred by the Insured person and therefore an Insured event shall be deemed to have occurred on the date when any Claim is lodged against such Insured person and such Claim necessarily leads to any Expenses of the Insured person even if such Expenses were not actually incurred. For the avoidance of doubt the Insurance Contract shall also cover any Expenses incurred by any Insured person at the expiration of the Insurance period but in connection with any Claim lodged during the Period of insurance.

Insurance coverage B (clause of Policy terms) (hereinafter Coverage B)

The object insured for the purposes of Coverage B shall be the property interests of any Company related to the reimbursement of any Loss by such Company.

The Insured event for the purposes of Coverage B shall be deemed the bearing by any Company of any expenses solely in connection with the reimbursement by such Company of any Loss (as such term is defined in the Policy terms) to any Insured person and/or other person for the benefit of any Insured person in connection with any Claim lodged against any Insured person, and/or liability of any Insured person for any Financial loss incurred by other persons. For the avoidance of doubt the Insurance Contract shall also cover the said expenses incurred by any Company at the expiration of the Insurance period but in connection with any Claim lodged during the Period of insurance and/or in connection with the liability of any Insured person for any Financial loss of other persons in connection with which the Claim was lodged during the Period of insurance. For the avoidance of doubt the said expenses of any Company may not exceed the Insured amount and apply only to the Claims covered under the Insurance Contract.

Insurance coverage C (clause of Policy terms) (hereinafter Coverage C)

The object insured for the purposes of Coverage C, as related to the liability insurance of any Company for any Financial loss incurred by other persons, shall be the property interests of such Company related to the obligation to indemnify Financial loss incurred by other persons.

The Insured event for the purposes of Coverage C, as related to the liability insurance of any Company for any Financial loss incurred by other persons, shall be the occurrence of all the events as follows: (a) occurrence at any time before the start of the period of insurance or at any time during the period of insurance for any Company, in accordance with the applicable laws, of the obligation to indemnify any Financial loss incurred by other persons in connection with any Wrongful act of the Company, and (b) lodging during the period of insurance of any Claim with regard to securities against such Company in connection with the Financial loss of other persons specified in clause (a) above; accordingly, the Insured event shall be deemed to have occurred when the Claim with regard to securities specified in clause (b) above is lodged. For the avoidance of

doubt the Insurance Contract shall also cover any Financial loss indemnified by any Company and/or that any Company must indemnify at the expiration of the Insurance period as liability for the Financial loss of other persons (including, but not limited to, in case of a decision made by the court, arbitration, arbitral tribunal or similar body/institute at the expiration of the Insurance period), but in connection with any Claim with regard to securities lodged during the Period of insurance and covered under the Insurance Contract.

The object insured for the purposes of Coverage C, as related to the insurance of any Expenses of any Company, shall be the property interests of such Company related to the bearing of any Expenses.

The Insured event for the purposes of Coverage C, as related to the insurance of any Expenses of any Company, shall be deemed the bearing by such Company of any Expenses related to any Claim with regard to securities. Any Expenses shall be deemed incurred by the Company and therefore an Insured event shall be deemed to have occurred on the date when any Claim with regard to securities is lodged against such Company and such Claim necessarily leads to any Expenses of the Company even if such Expenses were not actually incurred. For the avoidance of doubt the Insurance Contract shall also cover any Expenses incurred by any Company at the expiration of the Insurance period but in connection with any Claim with regard to securities lodged during the Period of insurance.

For the purposes of the Insurance Contract any Claim or Claims referring to, based upon, or relating to, the same Wrongful act, regardless of when they were lodged, shall be deemed one and the same Claim first lodged against any Insured person during the Period of insurance.

MISCELLANEOUS PROVISIONS

- Item 1 / Insured person
Address /
- Item 2 / Insurer /
Address /
- Item 3 / Period of insurance / Start date /

Expiration date /

Both dates inclusive local time of the address specified in item 1 hereof
- Item 4 / Period of detection / 60 (sixty) days automatically without payment of additional insurance premium if a longer period is not stipulated by the Policy terms /
1 (one) year subject to payment of additional insurance premium in the amount of ___% of the Total annual insurance premium /
- Item 5 / Insurance amount / In total for all the insurance coverage and extensions [] USD []
except for the extension for Independent directors /

(i) Sublimit of liability for fines and/or penalties / [] USD []
- Item 6 / Additional insurance amount for an independent director / These insurance amounts shall be additional to and not included in the Insured amount / [] USD []

The aggregate additional insurance amount for independent directors /

[] USD []

Item 7 /	Underinsurance /	For the avoidance of doubt for the purposes of Art. 949 of the Civil Code of the Russian Federation (with all amendments and supplements), the Insurer and the Insured person hereby agree that in any event the Insurer shall pay the insurance indemnity under the Insurance Contract in the full amount of the Loss incurred (or for the purposes of Coverage B – in the full amount of the expenses incurred) within the Insured amount. The amount of the insurance indemnity shall be not reduced in proportion to the ratio of the Insured amount to the insurance value of the relevant property interests insured under the Insurance Contract.
Item 8 /	Deductible / Coverage A / Coverage B / With respect to Claims lodged in the U.S. or Canada With respect to Claims lodged in all other countries / Coverage C / With respect to Claims with regard to securities lodged in the U.S. or Canada / With respect to Claims with regard to securities lodged in all other countries /	Nil [] USD [] [] USD [] [] USD [] [] USD []
Item 9 /	Start date of continuity of insurance /	Inception
Item 10 /	Insurance premium /	[] USD []
Item 11 /	Insurance coverage and extensions /	All the insurance coverage and extensions stipulated by the Policy terms, except for those with respect to which it is expressly provided that they are not granted, shall be granted under the Insurance Contract. /
Item 12 /	Territory of insurance /	The whole world /

The persons, whose liability risk is insured under the Insurance Contract, as well as any beneficiaries under the Insurance Contract, shall be determined based on the provisions of the Policy terms.

The Insurance Contract shall enter into force upon the signing thereof and shall be valid till the expiration of the insurance.

The insurance premium must be paid by the Insured person to the Insurer's settlement account within () days from the date when the Insured person receives the Insurer's bill.

In case of failure to pay the Insurance premium in the amount and within the term set forth herein, the Insurance Contract shall be deemed not to have come into force.

In case of an early termination of the Insurance Contract for the reason above, the Insured person shall be obliged to pay a part of the Insurance premium in proportion to the Insurance Contract term.

The Insurance premium shall be paid in rubles at the exchange rate of the Central Bank of the Russian Federation as of the date of payment.

17. Approval of the interested party transactions between OJSC «ALROSA» and JSC VTB Bank.

Item put to vote:

To approve the interested party transactions between OJSC «ALROSA» and JSC VTB Bank that may be concluded in future during the normal course of business of OJSC «ALROSA» for the total sum of up to USD 3 billion (inclusive or an equivalent thereof) for each workday until the next Annual General Meeting of Shareholders on the terms as follows:

1. Bank loans:

Currency: US Dollars or an equivalent in other currency;

Term: 1 year;

Limit: USD 1 billion. The credit can be used within one day, in a lump sum;

Rate:

The maximum possible interest rate for loans in rubles:

market rates defined based on the results of a competitive procedure under the current internal documents of OJSC ALROSA, but no more than

– fixed – fifteen (15) percent per annum;

– floating – MosPrime Rate, maturity defined in the Application, increased by 6.5 (six point five) percent per annum.

The maximum possible interest rate for loans in USD/Euro:

market rates defined based on the results of a competitive procedure under the current internal documents of OJSC ALROSA, but no more than

– fixed – ten (10) percent per annum;

– floating – LIBOR/ EURIBOR Rate, maturity defined in the Application, increased by 7 (seven) percent per annum.

2. Documentary operations and trade finance transactions:

Currency: US Dollars or an equivalent in other currency;

Term: 1 year;

Limit: USD 140 million, a bank guarantee and a letter of credit can be issued / open within one day;

3. Deposits:

Currency: US Dollars or an equivalent in other currency;

Term: 1 year;

Limit: USD 500 million can be placed within one day;

Rate: appropriate to market conditions at placement.

4. Currency exchange transactions:

Currency: US Dollars or an equivalent in other currency;

Term: 1 year;

Limit: USD 1 billion. Transactions can be conducted within one day.

5. Derivative operations:

Currency: US Dollars or an equivalent in other currency;

Term: 1 year;

Limit: USD 1 billion. Operations can be conducted within one day.