

EXECUTION VERSION

TRUST DEED

20 JUNE 2014

between

**JOINT STOCK COMPANY "NATIONAL COMPANY "KAZAKHSTAN TEMIR ZHOLY"
as Issuer**

and

JOINT STOCK COMPANY "KAZTEMIRTRANS"

and

**JOINT STOCK COMPANY "LOKOMOTIV"
as Guarantors**

and

**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED
as Trustee**

**relating to
CHF185,000,000 3.638% Notes due 2022**

ALLEN & OVERY

Allen & Overy LLP

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THIS TRUST DEED is made on 20 June 2014

BETWEEN:

- (1) **JOINT STOCK COMPANY "NATIONAL COMPANY "KAZAKHSTAN TEMIR ZHOLY"**, a legal entity registered in the Republic of Kazakhstan, registration number 11867-1901-AO, business identification number 020540003431 (the **Issuer**);
- (2) **JOINT STOCK COMPANY "KAZTEMIRTRANS"** a legal entity registered in the Republic of Kazakhstan, registration number 14750-1901-AO, business identification number 031040000572 (**Kaztemirtrans**) and **JOINT STOCK COMPANY "LOKOMOTIV"** a legal entity registered in the Republic of Kazakhstan, registration number 14689-1901-AO, business identification number 031040001799 (**Lokomotiv**) (each a **Guarantor** and, together the **Guarantors**); and
- (3) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**, as trustee (the **Trustee**, which expression, where the context so admits, includes any other trustee for the time being of this Trust Deed).

WHEREAS:

- (A) The Issuer, a joint stock company organised in the Republic of Kazakhstan, has authorised the issue of CHF185,000,000 3.638% Notes due 20 June 2022 to be constituted by this Trust Deed and each Guarantor has authorised the giving of a joint and several guarantee in respect of such Notes.
- (B) The Trustee has agreed to act as trustee of this Trust Deed on the following terms and conditions.

THIS DEED WITNESSES AND IT IS DECLARED as follows:

1. INTERPRETATION

1.1 Definitions

The following expressions have the following meanings:

Additional Guarantor means any Transferee Subsidiary, Eligible Transferee or other Subsidiary which is obliged pursuant to Condition 6 (Additional Guarantors) to guarantee the obligations of the Issuer under the Notes and which so agrees by means of an amendment or supplement to this Trust Deed and the Paying Agency Agreement pursuant to Clause 5.9 (Additional Guarantors);

Appointee has the meaning given to it in Clause 9.7 (Agents);

Auditors means the auditors for the time being of the Issuer or the Guarantors (or any one or more of them), as the context requires, or, if they are unable or unwilling to carry out any action requested of them under this Trust Deed, such other firm of accountants as may be nominated or approved in writing by the Trustee for the purpose;

Authorised Signatory means a managing director, vice president or other senior representative of the Issuer or a Guarantor, acting on the basis of a power of attorney issued by that Issuer or Guarantor;

Capital Stock means, with respect to any person, any and all shares, interests (including partnership interests), rights to purchase, warrants, options, participations or other equivalents (however designated, whether voting or non-voting) of such person's equity, including any Preferred Stock of such person, whether now outstanding or issued after the Issue Date, including without limitation, all

series and classes of such Capital Stock but excluding any debt securities convertible into or exchangeable for such Capital Stock;

Certification Date has the meaning given to it in Clause 7.6 (Compliance Certificate);

Conditions means the terms and conditions set out in Schedule 5 (Terms and Conditions of the Notes) in respect of the Notes as modified from time to time in accordance with this Trust Deed and, with respect to any Notes represented by the Permanent Global Note, as modified by the provisions of the Permanent Global Note. Any reference to a particularly numbered Condition shall be construed accordingly;

Couponholders means the several persons who are for the time being holders of the Coupons;

Coupons means the bearer interest coupons appertaining to the Notes in definitive form or, as the context may require, a specific number thereof and includes any replacements for Coupons issued pursuant to Condition 13 (Replacement of Notes and Coupons);

Definitive Note means the individual note certificate in definitive form representing a Noteholder's entire holding of Notes issued pursuant to Clause 3.2 (Definitive Notes), and any individual note certificate representing further notes issued pursuant to Condition 16 (Further Issues) or any of them (in or substantially in the form set out in Schedule 2 and Definitive Notes will be construed accordingly;

Distribution Compliance Period means the period ending 40 days after the later of the commencement of the offering of the Notes and the date hereof;

Extraordinary Resolution has the meaning set out in Schedule 4 (Provisions for Meetings of Noteholders);

Fair Market Value means, with respect to any property or assets, the sale price for such property or asset as could be negotiated in a free market transaction for cash conducted at arm's length between a willing seller and a willing and able buyer, as determined by the board of directors of the Issuer, in the case of property or assets with a Fair Market Value in excess of U.S.\$50,000,000, or by the chief financial officer or President of the Issuer, in the case of property or assets with a Fair Market Value equal to or less than U.S.\$50,000,000;

Guarantee means the guarantee and indemnity of each Guarantor in Clause 5 (Guarantee and Indemnity) and/or any guarantee and indemnity provided by any Additional Guarantor pursuant to an amendment or supplement to this Trust Deed and references to **Guarantees** shall be construed as a reference to the Guarantee given by all of the Guarantors and each Additional Guarantor;

Guarantors means Kaztemirtrans, Lokomotiv and/or any Additional Guarantor(s) pursuant to Condition 6 (Additional Guarantors);

IFRS means International Financial Reporting Standards, including International Accounting Standards and Interpretations issued by the International Accounting Standards Board;

Intermediary means the SIS or, as the case may be, any other intermediary in Switzerland recognised for such purposes by SIX Swiss Exchange;

Intermediated Securities (Bucheffekten) means the Permanent Global Note deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary;

KASE means the Kazakhstan Stock Exchange;

Kazakhstan means the Republic of Kazakhstan;

Noteholders means the several persons who are for the time being bearers of the Notes save that, for so long as such Notes or any part thereof are represented by the Permanent Global Note, each person holding Notes in a securities account in their own name or, in the case of an intermediary, the intermediary holding such Notes for their own account in a securities account which is in their name shall be deemed to be the holder of such principal amount of such Notes (and the holder of the relevant Permanent Global Note shall be deemed not to be the holder) for all purposes of these presents other than with respect to the payment of principal or interest on such principal amount of such Notes, the rights to which shall be vested, as against the Issuer and the Trustee, solely in the Intermediary and for which purpose the Intermediary shall be deemed to be the holder of such principal amount of such Notes in accordance with and subject to its terms and the provisions of these presents; and the words **holder** and **holders** and related expressions shall (where appropriate) be construed accordingly;

Notes means the CHF185,000,000 3.638% Notes due 20 June 2022 constituted by this Trust Deed and for the time being outstanding or, as the context may require, a specific number of them and includes any further notes issued pursuant to Condition 16 (Further Issues), replacement Notes issued pursuant to the Conditions and (except for the purposes of Clause 3) the Permanent Global Note;

outstanding means, in relation to the Notes, all Notes issued except (a) those which have been redeemed in accordance with the Conditions and this Trust Deed, (b) those in respect of which the date for redemption has occurred and the redemption moneys (including all interest accrued on such Notes to the date for such redemption and any interest payable under the Conditions and this Trust Deed after such date) have been duly paid to the Trustee or to the Principal Paying Agent as provided in Clause 2 (Amount of the Notes and Covenant to Pay) and remain available for payment in accordance with the Conditions, (c) those which have become void under Condition 12 (Prescription), (d) those which have been purchased and cancelled as provided in the Conditions, (e) those mutilated or defaced Notes which have been surrendered in exchange for replacement Notes, (f) (for the purpose only of determining how many Notes are outstanding and without prejudice to their status for any other purpose) those Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Notes have been issued, and (g) any Permanent Global Note to the extent that it shall have been exchanged for Definitive Notes and Coupons pursuant to its provisions provided that for the purposes of (1) ascertaining the right to attend and vote at any meeting of the Noteholders, (2) the determination of how many and which Notes are outstanding for the purposes of Conditions 11 (Events of Default) and 14 (Meetings of Noteholders) and Schedule 4 (Provisions for Meetings of Noteholders), (3) the exercise of any discretion, power or authority which the Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Noteholders and (4) the certification (where relevant) by the Trustee as to whether a Potential Event of Default is in its opinion materially prejudicial to the interests of the Noteholders, those Notes which are beneficially held by or on behalf of the Issuer, the Guarantors (or any one or more of them) or any of their respective Subsidiaries and not cancelled shall (unless no longer so held) be deemed not to remain outstanding;

Paying Agency Agreement means the paying agency agreement entered into by the Issuer, each Guarantor, the Trustee, Credit Suisse AG and UBS AG dated 20 June 2014;

Paying Agents means the paying agents (including the Principal Paying Agent) referred to as such in the Conditions or any Successor Paying Agents in each case at their respective specified offices;

Permanent Global Note means the permanent global note representing the Notes to be issued pursuant to Clause 3.1 (Permanent Global Note) and any Permanent Global Note representing

further notes issued pursuant to Condition 16 (Further Issues), in or substantially in the form set out in Schedule 1 (Form of Permanent Global Note);

Permitted Business means any business which is the same as or related, ancillary or complementary to any of the businesses of the Guarantors (or any one or more of them) and its Subsidiaries on the issue date of the Notes;

Potential Event of Default means an event or circumstance which could with any one or more of the giving of notice, lapse of time, issue of a certificate and/or fulfilment of any other requirement provided for in Condition 11 (Events of Default) become an Event of Default;

Preferred Stock, as applied to the Capital Stock of any person, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such person, over shares of Capital Stock of any other class of such person;

Principal Paying Agent means the bank named as such in the Conditions or any Successor Principal Paying Agent;

Regulation S Legend means the transfer restriction legend set out in the Permanent Global Note and any definitive Note issued in respect thereof at any time prior to the expiry of the Distribution Compliance Period;

Securities Act means the U.S. Securities Act of 1933, as amended;

SIS means SIX SIS Ltd, the Swiss Securities Services Corporation located in Olten, Switzerland, which expression shall include any other clearing institution recognised by the SIX Swiss Exchange;

SIX Swiss Exchange means SIX Swiss Exchange Ltd;

specified office means, in relation to a Paying Agent, the office identified with its name at the end of the Conditions or any other office approved by the Trustee and notified to Noteholders pursuant to Clause 7.15 (Change in Paying Agents);

Successor means, in relation to the Paying Agents, such other or further person as may from time to time be appointed by the Issuer and the Guarantors (or any one or more of them) as a Paying Agent with the written approval of, and on terms approved in writing by, the Trustee and notice of whose appointment is given to Noteholders pursuant to Clause 7.15 (Change in Paying Agents);

Successor in Business means any company which, as a result of any amalgamation, merger or reconstruction:

(i) owns beneficially the whole or substantially the whole of the undertaking, property and assets owned by the Issuer or, as the case may be, a Guarantor immediately prior thereto; and

(ii) carries on, as successor to the Issuer or, as the case may be, a Guarantor, the whole or substantially the whole of the business carried on by the Issuer or, as the case may be, a Guarantor immediately prior thereto;

trust corporation means a trust corporation (as defined in the Law of Property Act 1925) or a corporation entitled to act as a trustee pursuant to applicable foreign legislation relating to trustees; and

Trust Deed means this Trust Deed (as from time to time amended in accordance with this Trust Deed) and any other document executed in accordance with this Trust Deed (as from time to time so amended) and expressed to be supplemental to this Trust Deed; and

Terms defined in the Conditions have the same meanings where used herein unless separately defined herein.

1.2 Construction of Certain References

References to:

- (a) costs, charges, remuneration or expenses include any value added, turnover or similar tax charged in respect thereof;
- (b) **Tenge** or **KZT** are to Kazakhstan Tenge, the official currency of Kazakhstan, references to **U.S. Dollars** or **U.S.\$** are to United States Dollars, references to **CHF** are to Swiss Francs and references to **Euro** or **€** are to the lawful currency of the member states of the European Union that have adopted the single currency in accordance with the Treaty Establishing the European Community, as amended by the Treaty on European Union and as further amended by the Treaty of Amsterdam; and
- (c) an action, remedy or method of judicial proceedings for the enforcement of creditors' rights include references to the action, remedy or method of judicial proceedings in jurisdictions other than England as shall most nearly approximate thereto.

1.3 Headings

Headings shall be ignored in construing this Trust Deed.

1.4 Schedules

The Schedules are an integral part of this Trust Deed and have effect accordingly.

1.5 Statutes

Any reference in this Trust Deed to a statute or statutory provision shall, unless the contrary is indicated, be construed as a reference to such statute or statutory provision as the same shall have been or may be amended or re-enacted.

1.6 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Trust Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Trust Deed except and to the extent (if any) that this Trust Deed expressly provides for such Act to apply to any of its terms.

2. AMOUNT OF THE NOTES AND COVENANT TO PAY

2.1 Amount of the Notes

The aggregate principal amount of the Notes is limited to CHF185,000,000. The Notes are constituted by this Trust Deed.

2.2 Covenant to pay

The Issuer will at least one business day before any date when any Notes become due to be redeemed, unconditionally pay or procure to be paid to or to the order of the Trustee in Swiss Francs in same day immediately available, freely transferable and cleared funds the principal amount of the Notes becoming due for redemption on that date and will (subject to the Conditions), until such payment (both before and after judgment), unconditionally so pay to or to the order of the Trustee (and, unless otherwise instructed by the Trustee, will make such payment to the Principal Paying Agent) interest on the principal amount of the Notes outstanding as set out in Condition 7 (Interest) provided that (a) payment of any sum due in respect of the Notes made to the Principal Paying Agent as provided in the Paying Agency Agreement shall, to that extent, satisfy such obligation except to the extent that there is failure in its subsequent payment to the relevant Noteholders under the Conditions and (b) a payment made after the due date or pursuant to Condition 11 (Events of Default) will be deemed to have been made when the full amount due has been received by the Principal Paying Agent or the Trustee and notice to that effect has been given to the Noteholders (if required under Clause 7.10 (Notice of Late Payment)), except to the extent that there is failure in its subsequent payment to the relevant Noteholders under the Conditions. The Trustee hereby declares that it will hold the benefit of this covenant and its proceeds on trust for itself and the Noteholders.

2.3 Discharge and Cancellation

Subject to Clause 2.4 (Payment after a Default), any payment to be made in respect of the Notes by the Issuer, any Guarantor or the Trustee may be made as provided in the Conditions and any payment so made will (subject to Clause 2.4 (Payment after a Default)) to that extent be a good discharge to the Issuer, such Guarantor or the Trustee, as the case may be.

2.4 Payment after a Default

At any time after an Event of Default or a Potential Event of Default has occurred the Trustee may:

- (a) by notice in writing to the Issuer and the Paying Agents, require the Paying Agents, until notified by the Trustee to the contrary, so far as permitted by applicable law:
 - (i) to act as agents of the Trustee under this Trust Deed and the Notes on the terms of the Agency Agreement (with consequential amendments as necessary and except that the Trustee's liability for the indemnification, remuneration and expenses of the Paying Agents will be limited to the amounts for the time being held by the Trustee in respect of the Notes on the terms of this Trust Deed which are available for that purpose) and thereafter to hold all Notes and all moneys, documents and records held by them in respect of Notes to the order of the Trustee; and/or
 - (ii) to deliver all Notes and all moneys, documents and records held by them in respect of the Notes to the Trustee or as the Trustee directs in such notice; and
- (b) by notice in writing to the Issuer and or any Guarantor, require it to make all subsequent payments in respect of the Notes to or to the order of the Trustee and not to the Principal Paying Agent.

2.5 Enforcement

The Trustee may at any time, at its discretion and without notice, institute such proceedings as it thinks fit to enforce its rights under the Trust Deed in respect of the Notes, but it shall not be bound to do unless: (i) it has been so requested in writing by the holders of at least one-quarter in principal amount of the outstanding Notes or has been so directed by an Extraordinary Resolution; and (ii) it

has been indemnified or provided with security to its satisfaction. Only the Trustee may enforce the provisions of the Notes or this Trust Deed and no Noteholder shall be entitled to proceed directly against the Issuer or any Guarantor, unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

The Trustee shall not be liable to any person for having acted in good faith upon any such instruction as set out in this Trust Deed.

3. FORM OF THE NOTES

3.1 Permanent Global Note

The Notes will initially be represented by the Permanent Global Note in the principal amount of CHF185,000,000. Interests in the Permanent Global Note shall be exchangeable (but only in accordance with its terms) for Definitive Notes and Coupons.

Notes represented by the Permanent Global Note shall be exchangeable and transferable only in accordance with, and subject to, the provisions of the Permanent Global Note and the Agency Agreement and the rules and operating procedures of the Intermediary then in effect.

Title to the Notes represented by the Permanent Global Note shall be transferred or otherwise disposed of in accordance with the provisions of the Swiss Federal Intermediated Securities Act (Bucheffectengesetz).

3.2 Definitive Notes and Coupons

Definitive Notes and Coupons will be printed in accordance with the applicable legal and stock exchange requirements substantially in the form set out in Schedule 2 (Form of Definitive Note). Definitive Notes will have attached thereto or endorsed thereon the Conditions. Definitive Notes issued in exchange for interests in the Permanent Global Note during the Distribution Compliance Period shall bear the Regulation S Legend.

3.3 Signature

The Permanent Global Note will be signed manually and Definitive Notes and Coupons in facsimile by an authorised officer of the Issuer and will be authenticated manually or in facsimile by or on behalf of the Principal Paying Agent. Notes so executed and authenticated will be binding and valid obligations of the Issuer.

4. STAMP DUTIES AND TAXES

4.1 Stamp Duties

The Issuer will pay any *stamp, issue, documentary* or other taxes and duties, including interest and penalties, payable in respect of the creation, issue and offering of the Notes and the execution or delivery of this Trust Deed. The Issuer will also indemnify the Trustee and the Noteholders from and against all stamp, issue, documentary or other taxes paid by any of them in any jurisdiction in connection with any action taken by or on behalf of the Trustee or, as the case may be, the Noteholders to enforce the Issuer's obligations under this Trust Deed or the Notes.

4.2 Change of Taxing Jurisdiction

If the Issuer or any Guarantor becomes subject generally to the taxing jurisdiction of a territory or a taxing authority of or in that territory with power to tax other than or in addition to Kazakhstan or

any such authority of or in such territory then the Issuer or, as the case may be, the relevant Guarantor will (unless the Trustee otherwise agrees) give the Trustee an undertaking satisfactory to the Trustee in terms corresponding to the terms of Condition 10 (Taxation) with the substitution for, or (as the case may require) the addition to, the references in that Condition to Kazakhstan, as the case may be, of references to that other or additional territory or authority to whose taxing jurisdiction the Issuer or the relevant Guarantor has become so subject. In such event this Trust Deed and the Notes will be read accordingly.

5. GUARANTEE AND INDEMNITY

5.1 Guarantee

Each Guarantor jointly and severally unconditionally and irrevocably guarantees that if the Issuer does not pay any sum payable by the Issuer under this Trust Deed or the Notes by the time and on the date specified for such payment (whether on the normal due date, on acceleration or otherwise), such Guarantor shall pay that sum to or to the order of the Trustee, in the manner provided in Clause 2.2 (Covenant to pay) (or if in respect of sums due under Clause 8 (Remuneration and Indemnification of the Trustee), in *London in immediately available funds*) before close of business on that date in the city to which payment is so to be made. Clauses 2.2 (Covenant to pay) shall apply (with consequential amendments as necessary) to such payments other than those in respect of sums due under Clause 8 (Remuneration and Indemnification of the Trustee). All payments under the Guarantee by the Guarantors shall be made subject to Condition 10 (Taxation) and Clause 4.2 (Change of Taxing Jurisdiction).

5.2 Guarantors as Principal Debtor

Without affecting the Issuer's obligations, each Guarantor shall be liable as a guarantor as if it were the sole principal debtor and not merely a surety, and it shall not be discharged, nor shall its liability be affected, by (a) any time, indulgence, waiver or consent at any time given to the Issuer or any other person, (b) any amendment to any other provisions of this Trust Deed or to the Conditions or to any security or other guarantee or indemnity, (c) the making or absence of any demand on the Issuer or any other person for payment, (d) the enforcement or absence of enforcement of this Trust Deed or the Notes or of any security or other guarantee or indemnity, (e) the taking, existence or release of any security, guarantee or indemnity, (f) the dissolution, amalgamation, reconstruction or reorganisation of the Issuer or any of the Guarantors (g) the illegality, invalidity or unenforceability of or any defect in any provision of this Trust Deed or the Notes or any of the Issuer's or any of the Guarantors' obligations under any of them) or (h) any other event, act or omission which would or might otherwise discharge or affect its liability as a surety.

5.3 Guarantor's Obligations Continuing

Each Guarantor's obligations under this Trust Deed are and shall remain in full force and effect by way of continuing security until no sum remains payable under this Trust Deed or the Notes by the Issuer or any Guarantor. Furthermore, the obligations of each Guarantor are additional to, and not instead of, any security or other guarantee or indemnity at any time existing in favour of any person, whether from a Guarantor or otherwise and may be enforced without first having recourse to the Issuer, any other person, any security or any other guarantee or indemnity. Each Guarantor irrevocably waives all notices and demands of any kind.

5.4 Exercise of Guarantor's Rights

So long as any sum remains unpaid and overdue under this Trust Deed or the Notes:

- (a) any right of a Guarantor, by reason of the performance of any of its obligations under this Clause 5, to be indemnified by the Issuer or to take the benefit of or to enforce any security or other guarantee or indemnity shall be exercised and enforced by such Guarantor only in such manner and on such terms as the Trustee may require or approve; and
- (b) any amount received or recovered by a Guarantor (i) as a result of any exercise of any such right or (ii) in the dissolution, amalgamation, reconstruction or reorganisation of the Issuer shall be held in trust for the Trustee and immediately paid to the Trustee and the Trustee shall hold it on the trusts set out in Clause 6.1 (Declaration of Trust).

5.5 Suspense Accounts

Any amount received or recovered by the Trustee from the Guarantors (otherwise than as a result of a payment by the Issuer to the Trustee in accordance with Clause 2 (Amount of the Notes and Covenant to Pay)) in respect of any sum payable by the Issuer under this Trust Deed or the Notes may be placed in a suspense account and kept there for so long as the Trustee determines such security is necessary.

5.6 Avoidance of Payments

Each Guarantor shall jointly and severally on demand indemnify the Trustee and each Noteholder against any cost, loss, expense or liability sustained or incurred by such Noteholder or the Trustee, as the case may be, as a result of such Noteholder or the Trustee being required for any reason (including any bankruptcy, insolvency, winding-up, dissolution, or similar law of any jurisdiction) to refund all or part of any amount received or recovered by such Noteholder or the Trustee, as the case may be, in respect of any sum payable by the Issuer under this Trust Deed or the relevant Note and shall in any event pay to such Noteholder or the Trustee, as the case may be, on demand the amount as refunded by such Noteholder or the Trustee, as the case may be.

5.7 Debts of Issuer

If any moneys become payable by a Guarantor under this Guarantee, the Issuer shall not (except in the event of the liquidation of the Issuer), so long as any such moneys remain unpaid, pay any moneys for the time being due from the Issuer to such Guarantor.

5.8 Indemnity

As separate, independent and alternative stipulations, each Guarantor jointly and severally unconditionally and irrevocably agrees (a) that any sum that, although expressed to be payable by the Issuer under this Trust Deed or the Notes, is for any reason (whether or not now existing and whether or not now known or becoming known to the Issuer, any Guarantor, the Trustee or any Noteholder) not recoverable from such Guarantor on the basis of a guarantee shall nevertheless be recoverable from it as if it were the sole principal debtor and shall be paid by it to the Trustee on demand and (b) as a primary obligation to indemnify the Trustee and each Noteholder against any loss suffered by it as a result of any sum expressed to be payable by the Issuer under this Trust Deed or the Notes not being paid on the date and otherwise in the manner specified in this Trust Deed or any payment obligation of the Issuer under this Trust Deed or the Notes being or becoming void, voidable or unenforceable for any reason (whether or not now existing and whether or not now known or becoming known to the Trustee or any Noteholder), the amount of that loss being the amount expressed to be payable by the Issuer in respect of the relevant sum.

5.9 Additional Guarantors

The Issuer and the Guarantors shall procure that any entity required to guarantee the obligations of the Issuer under the Notes pursuant to the Conditions shall become an Additional Guarantor in accordance with the terms of the Conditions.

6. APPLICATION OF MONEYS RECEIVED BY THE TRUSTEE

6.1 Declaration of Trust

All moneys received by the Trustee in respect of the Notes or amounts payable under this Trust Deed will, despite any appropriation of all or part of them by the Issuer or a Guarantor, be held by the Trustee on trust to apply them (subject to Clause 6.2 (Accumulation)):

- (a) first, in payment of all costs, charges, expenses and liabilities incurred by the Trustee (including remuneration payable to it) in carrying out its functions under this Trust Deed;
- (b) secondly, in payment of any amounts owing in respect of the Notes *pari passu* and rateably; and
- (c) thirdly, in payment of any balance to the Issuer for itself or, if any moneys were received from a Guarantor and to the extent of such moneys, such Guarantor.

If the Trustee holds any moneys in respect of Notes which have become void under Condition 12 (Prescription), the Trustee will hold them on these trusts and the same shall be applied in accordance with the order of payment set out above.

6.2 Accumulation

If the amount of the moneys at any time available for payment in respect of the Notes under Clause 6.1 (Declaration of Trust) is less than 10% of the principal amount of the Notes then outstanding, the Trustee may, at its discretion, invest such moneys on the basis set out in Clause 6.3 (Investment) below. The Trustee may retain such investments and accumulate the resulting income until the investments and the accumulations, together with any other funds for the time being under its control and available for such payment, amount to at least 10% of the principal amount of the Notes then outstanding and then such investments, accumulations and funds (after deduction of, or provision for, any applicable taxes) will be applied as specified in Clause 6.1 (Declaration of Trust).

6.3 Investment

Moneys held by the Trustee which may be invested by the Trustee pursuant to Clause 6.2 (Accumulation), may be invested in its name or under its control in any investments or other assets (though the Trustee shall be under no obligation to do so) anywhere, whether or not they produce income, or deposited in its name or under its control at such bank or other financial institution in such currency as the Trustee may, in its absolute discretion, think fit. If that bank or institution is the Trustee or a subsidiary, holding or associated company of the Trustee, it need only account for an amount of interest equal to the standard amount of interest payable by it on an interest-bearing deposit account. The Trustee may at any time vary or transfer any such investments for or into other such investments or convert any moneys so deposited into any other currency, and will not be responsible for any resulting loss, whether by depreciation in value, change in exchange rates or otherwise.

7. COVENANTS

So long as any Note is outstanding, each of the Issuer and each Guarantor will:

7.1 Books of Account

Keep, and procure that each of their respective Subsidiaries keeps, proper books of account and accounting records in accordance with IFRS and, so far as permitted by applicable law, allow, and procure that each such Subsidiary will allow, the Trustee and anyone appointed by it to whom the Issuer, the relevant Guarantor and/or the relevant Subsidiary has no reasonable objection, access to its books of account at all reasonable times during normal business hours.

7.2 Terms and Conditions

Comply with the covenants contained in Conditions 3 (Negative Pledge), 4 (Limitations on Changes in Business and Disposal of Assets) and 5 (Limitations on Merger or Consolidation).

7.3 Notice of Events of Default

Notify the Trustee in writing immediately on becoming aware of the occurrence of any Event of Default or Potential Event of Default.

7.4 Information

Upon request, as permitted by applicable law, furnish the Trustee with details of any transactions at less than Fair Market Value and, so far as permitted by applicable law, give the Trustee such other information as it reasonably requires to perform its functions.

7.5 Financial Statements, etc

Send to the Trustee at the time of their issue and, in any event, in the case of annual financial statements within 180 days of the end of each financial year and, in the case of semi-annual financial statements, if any, within 90 days after the end of the first six months of each financial year, a copy in English of every balance sheet, profit and loss account, report or other notice, statement or circular issued, or which legally or contractually should be issued, to the members or creditors (or any class of them) of the Issuer, the relevant Guarantor or any holding company thereof generally in their capacity as such, in each case prepared in accordance with IFRS.

7.6 Compliance Certificate

Send to the Trustee, within 14 days (or such longer period as the Trustee may determine) of its annual audited financial statements and its semi-annual unaudited financial statements, if any, (which are to be prepared in accordance with IFRS) being made available to its members, and also within 14 days (or such longer period as the Trustee may determine) of any request by the Trustee, a certificate signed by one Authorised Signatory, that, having made all reasonable enquiries, to the best of its knowledge, information and belief, as at a date (the **Certification Date**) (i) not more than five days before the date of the certificate no Event of Default or Potential Event of Default or other breach of this Trust Deed had occurred since the Certification Date of the last such certificate or (if none) the date on which this Trust Deed was first executed by the Issuer or, if such an event had occurred, giving details of it, (ii) that it is otherwise in compliance with its obligations hereunder, or, if not, giving details thereof, and what action the Issuer or the relevant Guarantor is taking or proposes to take with respect thereto, (iii) a statement that the Issuer or the relevant Guarantor, as the case may be, is in compliance with Condition 3 (Negative Pledge) or, if not, giving details thereof, and what action the Issuer or the relevant Guarantor is taking or proposes to take with respect thereto

and (iv) in the case of the Issuer only, a statement as to the aggregate value of all Core Assets disposed of under Condition 4 (Limitations on Changes in Business and Disposals of Assets) since 31 December 2013 and confirmation that these Core Assets (other than Core Assets disposed of under (i) and (iii) of Condition 4(b) and excluding any Core Asset included in or as part of a Permitted Disposal) do not exceed 15% of the value of property, plant and equipment as shown in the Issuer's then most recent audited consolidated financial statements prepared in accordance with IFRS.

7.7 Notice of Material Subsidiary

Ensure that the Issuer will send to the Trustee, within 14 days of the anniversary of this Trust Deed (or such longer period as the Trustee may determine), a certificate signed by one Authorised Signatory, that, having made all reasonable enquiries, to the best of its knowledge, information and belief, stating which of the Issuer's Subsidiaries are, have become or have ceased to be a Material Subsidiary of the Issuer.

7.8 Notices to Noteholders

Send to the Trustee the form of each notice to be given to any Noteholders and, once given, two copies of each such notice, such notice to be in a form approved by the Trustee.

7.9 Further Acts

So far as permitted by applicable law, do such further things as may be necessary in the opinion of the Trustee to give effect to this Trust Deed.

7.10 Notice of Late Payment

Forthwith upon request by the Trustee give notice to the Noteholders of any unconditional payment to the Principal Paying Agent or the Trustee of any sum due in respect of the Notes made after the due date for such payment.

7.11 Listing and Trading

Use all reasonable endeavours to maintain the listing of the Notes on Six Swiss Exchange and KASE, but, if it is unable to do so, having used such endeavours, or if the maintenance of such listing is agreed by the Trustee to be unduly onerous and the Trustee is satisfied that the interests of the Noteholders would not be thereby materially prejudiced, instead use all reasonable endeavours to obtain and maintain a quotation or listing of the Notes on another stock exchange or stock exchanges, as the case may be, approved in writing by the Trustee, which approval shall not be unreasonably withheld.

7.12 Approvals, consents, etc

Maintain, obtain and promptly renew from time to time when necessary all such authorisations, approvals, consents, licences and other requirements (if any) as may be required under any applicable law or regulation to enable it to carry on its business and to perform its obligations under the Notes and this Trust Deed in all material respects or as may be required for the validity or enforceability of the Notes and this Trust Deed and it will comply with all the terms of the same.

7.13 Corporate Existence

Preserve and keep in full force and effect its corporate existence and it will at all times comply with all laws and regulations applicable to it in all material respects, non-compliance with which could (in the opinion of the Trustee) be materially prejudicial to the interest of Noteholders.

7.14 Taxes

Duly and punctually pay when due all taxes payable by it, other than taxes which are being contested in good faith and with respect to which adequate reserves have been established pursuant to generally accepted accounting principles and it will pay such contested taxes properly due and payable after the final determination or settlement of such contest.

7.15 Change in Paying Agents

Give at least 14 days' prior notice to the Noteholders of any future appointment, resignation or removal of a Paying Agent or of any change by a Paying Agent of its specified office and not make any such appointment or removal without the Trustee's written approval, such approval not to be unreasonably withheld or delayed.

7.16 Notes held by the Issuer etc

Send to the Trustee as soon as reasonably practicable after being so requested by the Trustee a certificate of the Issuer or the relevant Guarantor, as the case may be, signed by an Authorised Signatory stating the number of Notes held at the date of such certificate by or on behalf of the Issuer or the relevant Guarantor, as the case may be, or their respective Subsidiaries.

7.17 Maintenance of Property

So long as any of the Notes remains outstanding (as defined herein), each Guarantor shall, and each Guarantor shall procure that each of its Subsidiaries shall, cause all property used in the carrying on by it of its Permitted Business for the time being to be kept in good repair and working order as, in the judgement of the relevant Guarantor, may be reasonably necessary so that the Permitted Business may be carried on, but only if the failure to keep such property in such condition would have a Material Adverse Effect.

7.18 Maintenance of Insurance

So long as any of the Notes remains outstanding, the Issuer and the Guarantors shall, and each Guarantor shall procure that each of its Subsidiaries shall, continue to maintain, with respect to those of its properties and assets and against such losses and risks as it currently insures, insurance with an insurer or insurers of sufficient standing (in the reasonable judgment of each Guarantor) who implement good business practices, and upon terms at least as favourable as the insurance maintained by it on the issue date.

7.19 Material Subsidiaries

Give to the Trustee, within 14 days (or such longer period as the Trustee may determine) of its annual audited financial statements being made available to its members and also within 28 days of a request by the Trustee, a certificate by the Auditors listing those Subsidiaries of the Issuer which as at the last day of the last financial year of the Issuer or as at the date specified in such request were Material Subsidiaries.

7.20 Issuer Information

The Issuer hereby covenants with the Trustee that, upon becoming aware that the Trustee intends to make any payment under clause 6 (Application of Moneys Received by the Trustee), the Issuer will provide to the Trustee any relevant information of which it is aware that would enable the Trustee to determine whether or not the Trustee is obliged, in respect of any payments to be made by it pursuant to the transaction documents, to make any withholding or deduction pursuant to an agreement described in Section 1471(b) of the US Internal Revenue Code of 1986 (the Code) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof (FATCA Withholding Tax).

7.21 Paying Agent

The Issuer hereby covenants that, so long as the Notes are outstanding, it will at all times maintain a Paying Agent having a specified office in Switzerland.

8. REMUNERATION AND INDEMNIFICATION OF THE TRUSTEE

8.1 Normal Remuneration

So long as any Note is outstanding, the Issuer will pay the Trustee as remuneration for its services as Trustee such sum on such dates in each case as they may from time to time agree. Such remuneration will accrue from day to day from the date of this Trust Deed. However, if any payment to a Noteholder of moneys due in respect of any Note is improperly withheld or refused, such remuneration will again accrue as from the date of such withholding or refusal until payment to such Noteholder is duly made.

8.2 Extra Remuneration

If an Event of Default or Potential Event of Default shall have occurred or if the Trustee finds it expedient or necessary or is requested by the Issuer or any Guarantor to undertake duties which they both agree to be of an exceptional nature or otherwise outside the scope of the Trustee's normal duties under this Trust Deed, the Issuer will pay such additional remuneration as they may agree or, failing agreement as to any of the matters in this Clause 8.2 (Extra Remuneration) (or as to such sums referred to in Clause 8.1 (Normal Remuneration)), as determined by an investment bank (acting as an expert) selected by the Trustee and approved by the Issuer and any Guarantor or, failing such approval, nominated by the President for the time being of The Law Society of England and Wales. The expenses involved in such nomination and such investment bank's fee will be paid by the Issuer. The determination of such investment bank will be conclusive and binding on the Issuer, the Guarantors, the Trustee and the Noteholders.

8.3 Expenses

The Issuer will, within thirty business days of any receipt of a demand by the Trustee, pay or discharge all costs, charges, liabilities and expenses incurred by the Trustee in the preparation and execution of this Trust Deed and the performance of its functions under this Trust Deed including, but not limited to, legal and travelling expenses and any stamp, documentary or other taxes or duties paid by the Trustee in connection with any legal proceedings reasonably brought or contemplated by the Trustee against the Issuer or any Guarantor to enforce any provision of this Trust Deed or the Notes. Such costs, charges, liabilities and expenses will:

- (a) in the case of payments made by the Trustee before such demand carry interest from twenty business days after the date of the demand at the rate of two per cent. per annum over the

base rate of a United Kingdom clearing bank (as selected by the Trustee and notified to the Issuer and the Guarantors) on the date on which the Trustee made such payments; and

- (b) in other cases carry interest at such rate from 30 days after the date of the demand or (where the demand specifies that payment is to be made on an earlier date) from such earlier date.

8.4 Indemnity

Each of the Issuer and each Guarantor jointly and severally will on demand by the Trustee indemnify it in respect of Amounts or Claims paid or incurred by it in acting as trustee under this Trust Deed (including (a) any Agent/Delegate Liabilities and (b) in respect of disputing or defending any Amounts or Claims made against the Trustee or any Agent/Delegate Liabilities). Each of the Issuer and each Guarantor will jointly and severally on demand by such agent or delegate indemnify it against such Agent/Delegate Liabilities. Amounts or Claims are losses, liabilities, costs, claims, taxes, actions, demands or expenses and Agent/Delegate Liabilities are Amounts or Claims which the Trustee is or would be obliged to pay or reimburse to any of its agents or delegates appointed pursuant to this Trust Deed. The Contracts (Rights of Third Parties) Act 1999 applies to this Clause 8.4 (Indemnity).

8.5 Consequential Loss

Notwithstanding any provision of this Trust Deed to the contrary, the Trustee shall not in any event be liable for indirect, punitive or consequential loss or special damages or other damage of any kind whatsoever (including but not limited to lost profits), whether or not foreseeable, even if the Trustee has been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract or otherwise.

8.6 Continuing Effect

Clauses 8.1 (Normal Remuneration), 8.2 (Extra Remuneration), 8.3 (Expenses) and 8.4 (Indemnity) will continue in full force and effect as regards the Trustee even if it is no longer the Trustee and notwithstanding any discharge of this Trust Deed.

8.7 Value Added Tax

The Issuer shall in addition pay to the Trustee an amount equal to the amount of the value added tax or similar tax chargeable in respect of its remuneration of its costs, charges, liabilities or expenses under or in respect of this Trust Deed or in respect of any amount payable under the indemnity in Clause 8.4 (Indemnity) or any interest payable under Clause 8.3 (Expenses) and the Trustee shall promptly provide the Issuer with a copy of an appropriate invoice in connection therewith.

8.8 No Withholding

All payments to be made by the Issuer or any Guarantor, as the case may be, under this Trust Deed shall be made free and clear of, and without any deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed under any applicable law by or within any relevant jurisdiction or any authority therein or thereof having the power to tax, unless such withholding or deduction is required by law. In such an event, the amount payable shall be increased to an amount which will result in the receipt by the Trustee of such amount as would have been received by it had no such withholding or deduction been required. Each of the Trustee and the Agents which are resident in countries that have concluded double tax treaties with Kazakhstan shall provide tax residency certificates or other documents certifying residency of each of the Trustee and the Agents as required by the legislation of Kazakhstan provided, however, that a failure to procure such certificate or a delay in doing so shall not relieve

the Issuer or any Guarantor from the obligation to pay the increased amounts referred to herein. The reasonable cost of providing such certificates will be borne by the Issuer, failing whom the Guarantors.

9. PROVISIONS SUPPLEMENTAL TO THE TRUSTEE ACT 1925 AND THE TRUSTEE ACT 2000

By way of supplement to the Trustee Act 1925 and the Trustee Act 2000, it is expressly declared as follows:

9.1 Advice

The Trustee may act on the opinion or advice of, or information obtained from, any expert auditor, lawyer or firm of lawyers or professional entity and will not be responsible to anyone for any loss occasioned by so acting (or not acting) whether such advice is obtained or addressed to the Issuer any Guarantor, the Trustee, or any other person. Any such opinion, advice or information may be sent or obtained by letter, email or fax and the Trustee will not be liable to anyone for acting (or not acting) in good faith on any opinion, advice or information purporting to be conveyed by such means even if it contains some error or is not authentic. The Trustee may rely without liability to Noteholders on any certificate or report prepared by any of the above experts, including specifically the Auditors, or any auditor, pursuant to the Conditions or this Trust Deed, whether or not the expert or auditor's liability in respect thereof is limited by a monetary cap or otherwise.

9.2 Trustee to Assume Performance

The Trustee need not notify anyone of the execution of this Trust Deed or do anything to find out if an Event of Default or Potential Event of Default has occurred. Until it has actual knowledge or express notice to the contrary, the Trustee may assume that no such event has occurred and that each of the Issuer and each Guarantor is performing all its obligations under this Trust Deed and the Notes.

9.3 Resolutions of Noteholders

The Trustee will not be responsible for having acted in good faith on (i) a resolution purporting to have been passed at a meeting of Noteholders in respect of which minutes have been made and signed or (ii) a written resolution made in accordance with paragraph 1 of Schedule 4 (Provisions for Meetings of Noteholders) even if it is later found that there was a defect in the constitution of the meeting or the passing of the resolution or that the resolution was not valid or binding on such Noteholders.

9.4 Certificate signed by Authorised Signatory

If the Trustee, in the exercise of its functions, requires to be satisfied or to have information as to any fact or the expediency of any act, it may call for and accept as sufficient evidence of that fact or the expediency of that act a certificate signed by any Authorised Signatory of the Issuer or any Guarantor as to that fact or to the effect that, in their opinion, that act is expedient and the Trustee need not call for further evidence and will not be responsible for any loss occasioned by acting on such a certificate.

9.5 Deposit of Documents

The Trustee may appoint as custodian, on any terms, any bank or entity whose business includes the safe custody of documents or any lawyer or firm of lawyers believed by it to be of good repute and may deposit this Trust Deed and any other documents with such custodian and pay all sums due in

respect in thereof. The Trustee shall not be responsible for or required to insure against any loss incurred in connection with any such deposit.

9.6 Discretion

The Trustee will have absolute and uncontrolled discretion as to the exercise of its functions and will not be responsible for any loss, liability, cost, claim, action, demand, expense or inconvenience which may result from their exercise or non-exercise.

9.7 Agents

Whenever it considers it expedient in the interests of any Noteholders, the Trustee may, in the conduct of its trust business, instead of acting personally, employ and pay an agent selected by it, whether or not a lawyer or other professional person, to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Trustee (including the receipt and payment of money). If the Trustee exercises reasonable care in selecting any custodian, agent, delegate or nominee (an Appointee) it will not have any obligation to supervise the Appointee or be responsible for any loss, liability, cost, claim, action, demand or expense incurred by reason of the Appointee's acts, omissions, misconduct or default or the acts, omissions, misconduct or default of any substitute appointed by the Appointee.

9.8 Delegation

Whenever it considers it expedient in the interests of any Noteholders, the Trustee may delegate to any person on any terms (including power to sub-delegate) all or any of its powers, trusts, authorities and discretions vested in the Trustee hereby and any such delegation may be by power of attorney or in such other manner as the Trustee may think fit and subject to such regulation as the Trustee may think fit. The Trustee shall exercise reasonable care in its appointment of any delegate on the terms of this Clause 9.8 (Delegation). Provided it has exercised such reasonable care, the Trustee will not have any obligation to notify anyone of such appointment or to supervise such delegate or be responsible for any loss, liability, cost, claim, action, demand or expense incurred by reason of any acts, omissions, misconduct or default by any such delegate or sub-delegate. Provided it has exercised such reasonable care, the Trustee will not be responsible for any acts, omissions, misconduct or default on the part of any person appointed by it hereunder or be bound to supervise the proceedings or acts of any such person and, without prejudice to the generality of the foregoing, the Trustee shall be entitled at any time following an Event of Default to appoint an agent (subject to the provisions of applicable law) in the name and on behalf of the Issuer or any Guarantor.

9.9 Nominees

In relation to any asset held by it under this Trust Deed, the Trustee may appoint any person to act as its nominee on any terms.

9.10 Forged Notes

The Trustee will not be liable to the Issuer, any Guarantor or any Noteholder by reason of having accepted as valid or not having rejected any Note purporting to be such and later found to be forged or not authentic.

9.11 Confidentiality

Unless ordered to do so by a court of competent jurisdiction or duly authorised state agency, the Trustee shall not be required to disclose to any Noteholder any confidential financial or other information made available to the Trustee by the Issuer or any Guarantor.

9.12 Determinations Conclusive

As between itself and the Noteholders, the Trustee may determine all questions and doubts arising in relation to any of the provisions of this Trust Deed. Such determinations, whether made upon such a question actually raised or implied in the acts or proceedings of the Trustee, will be conclusive and shall bind the Trustee and the Noteholders.

9.13 Currency Conversion

Where it is necessary or desirable to convert any sum from one currency to another, it will (unless otherwise provided hereby or required by law) be converted at such rate or rates, in accordance with such method and as at such date as may reasonably be specified by the Trustee but having regard to current rates of exchange, if available. Any rate, method and date so specified will be binding on the Issuer, any Guarantor and the Noteholders.

9.14 Events of Default

The Trustee may determine whether or not an Event of Default or Potential Event of Default is in its opinion capable of remedy and/or materially prejudicial to the Noteholders. Any such determination will be conclusive and binding on the Issuer, Guarantors and the Noteholders.

9.15 Payment for and Delivery of Notes

The Trustee will not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Notes, any exchange of Notes or the delivery of Definitive Notes and Coupons to the persons entitled to them.

9.16 Notes held by the Issuer, etc

In the absence of knowledge or express notice to the contrary, the Trustee may assume without enquiry that no Notes are for the time being held by or on behalf of the Issuer, Guarantor or their respective Subsidiaries.

9.17 Right to Deduct or Withhold

Notwithstanding anything contained in this Trust Deed, to the extent required by any applicable law, if the Trustee is or will be required to make any deduction or withholding from any distribution or payment made by it hereunder, or if the Trustee is or will be otherwise charged to, or is or may become liable to, tax as a consequence of performing its duties hereunder, and whether as principal, agent or otherwise, and whether by reason of any assessment, prospective assessment or other imposition of liability to taxation of whatsoever nature and whensoever made upon the Trustee, and whether in connection with or arising from any sums received or distributed by it or to which it may be entitled under this Trust Deed (other than in connection with its remuneration as provided for herein) or any investments or deposits, from time to time representing the same, including any income or gains arising therefrom or any action of the Trustee in connection with the trusts of this Trust Deed (other than the remuneration herein specified) or otherwise, then the Trustee shall be entitled to make such deduction or withholding or, as the case may be, to retain out of sums received by it an amount sufficient to discharge any liability to tax which relates to sums so received or distributed or to discharge any such other liability of the Trustee to tax, from the funds held by the Trustee upon the trusts of this Trust Deed.

Each of the Issuer and each Guarantor hereby advises the Trustee that, save as provided in the prospectus dated 17 June 2014 in respect of the Notes, no withholding or deduction is required in respect of payments on the Notes or on any payments under a Guarantee and that if any change in

the withholding or deduction hereafter becomes required in respect of payments on the Notes or on any payments under a Guarantee, each of the Issuer and each Guarantor hereby agrees to promptly send written notice to the Trustee, which notice shall state the relevant jurisdiction requiring such withholding or deduction and the applicable rate of such withholding or deduction and/or change to such withholding or deduction, as the case may be and in such cases, the provisions of Clause 8.8 (No Withholding) shall apply.

9.18 Reliance

The Trustee may rely on any notice, certificate, circular or other communication reasonably believed by it to be genuine and to have been delivered or signed by the proper parties and shall not be liable for so doing.

9.19 Actions, Proceedings and Indemnification

The Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction or, to the extent applicable, of England. Furthermore, the Trustee may also refrain from taking such action if it would otherwise render it liable to any person in that jurisdiction or England or if, in its opinion based upon such legal advice, it would not have the power to take the relevant action in that jurisdiction by virtue of any applicable law in that jurisdiction or in England or if it is determined by any court or other competent authority in that jurisdiction or in England that it does not have such power.

9.20 No Obligation to Monitor

The Trustee shall be under no obligation to monitor or supervise the functions of any other person under the Notes or any other agreement or document relating to the transactions herein or therein contemplated and, for the avoidance of doubt, shall be under no obligation to monitor any financial performance of the Issuer or the Guarantor, as the case may be.

9.21 Regulatory Position

- (a) Notwithstanding anything in the Trust Deed to the contrary, the Trustee shall not do, or be authorised or required to do, anything which might constitute a regulated activity for the purpose of the Financial Services and Markets Act 2000 (FSMA), unless it is authorised under FSMA to do so.
- (b) The Trustee shall have the discretion at any time:
 - (i) to delegate any of the functions which fall to be performed by an authorised person under FSMA to any other agent or person which also has the necessary authorisations and licences; and
 - (ii) to apply for authorisation under FSMA and perform any or all such functions itself if, in its absolute discretion, it considers it necessary, desirable or appropriate to do so.
- (c) Nothing in this Trust Deed shall require the Trustee to assume an obligation of the Issuer arising under any provisions of the listing, prospectus, disclosure or transparency rules (or equivalent rules of any other competent authority besides the Financial Conduct Authority).

9.22 Trustee Liability

Subject to Sections 750 and 751 of the Companies Act 2006 (if applicable) and notwithstanding anything to the contrary in any other documents, the Trustee shall not be liable to any person for any

matter or thing done or omitted in any way in connection with or in relation to the transaction documents save in relation to its own gross negligence, wilful default or fraud having regard to the provisions of this Trust Deed and the other transaction documents conferring on it any powers, authorities or directions.

9.23 Illegality

Nothing contained herein shall require the Trustee to do anything which it believes is illegal or contrary to applicable law or regulation.

9.24 Incurrence of Financial Liability

Nothing contained in this Trust Deed or any of the other transaction documents shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any power, rights, authority or discretion hereunder if it has grounds for believing the repayment of the funds or adequate indemnity against such risk or liability is not assured to it.

9.25 Right to Withhold

The Trustee shall be entitled to deduct FATCA Withholding Tax, and shall have no obligation to gross-up any payment hereunder or to pay any additional amount as a result of such FATCA Withholding Tax.

10. TRUSTEE LIABLE FOR NEGLIGENCE

Section 1 of the Trustee Act 2000 shall not apply to any function of the Trustee, provided that if the Trustee fails to show the reasonable degree of care and diligence required of it as trustee, nothing in this Trust Deed shall relieve or indemnify it from or against any liability which would otherwise attach to it in respect of any gross negligence, wilful default or fraud of which it may be guilty.

11. WAIVER AND PROOF OF DEFAULT

11.1 Waiver

The Trustee may, without the consent of any Noteholder and without prejudice to its rights in respect of any subsequent breach, from time to time and at any time, if in its opinion the interests of any of the Noteholders will not be materially prejudiced thereby, waive or authorise, on such terms as seem expedient to it, any breach or proposed breach by the Issuer or any Guarantor of this Trust Deed or the Conditions or determine that an Event of Default or Potential Event of Default will not be treated as such provided that the Trustee will not do so in contravention of an express direction given by an Extraordinary Resolution or a request made pursuant to Condition 11 (Events of Default). No such direction or request will affect a previous waiver, authorisation or determination. Any such waiver, authorisation or determination will be binding on the Noteholders and, if the Trustee so requires, will be notified to the Noteholders as soon as practicable.

11.2 Proof of Default

Proof that either the Issuer or any Guarantor has failed to pay a sum due to the holder of any one Note will (unless the contrary be proved) be sufficient evidence that it has made the same default as regards all other Notes which are then payable.

12. TRUSTEE NOT PRECLUDED FROM ENTERING INTO CONTRACTS

The Trustee and any other person, whether or not acting for itself, may acquire, hold or dispose of any Note or other security (or any interest therein) of the Issuer, any Guarantor or any other person, and/or may enter into or be interested in any contract or transaction with the Issuer, any Guarantor or any other person, and/or act on, or as depository or agent for, any committee or body of holders of any securities of the Issuer, any Guarantor or any other person in each case with the same rights as it would have had if the Trustee were not acting as Trustee and need not account for any profit.

13. MODIFICATION AND SUBSTITUTION

13.1 Modification

The Trustee may agree without the consent of any of the Noteholders to any modification to this Trust Deed of a formal, minor or technical nature or to correct a manifest error. The Trustee may also so agree to any modification to this Trust Deed which is in its opinion not materially prejudicial to the interests of any of the Noteholders, but such power does not extend to any such modification as is mentioned in the proviso to paragraph 7 of Schedule 4 (Provisions for Meetings of Noteholders).

13.2 Substitution

(a) Procedure

The Trustee (i) may, without the consent of the Noteholders, agree to the substitution of any Subsidiary of the Issuer or its Successor in Business (in each case, the **Substituted Obligor**) in place of the Issuer as the principal debtor under this Trust Deed and the Notes and (ii) may, without the consent of the Noteholders, agree to the substitution of a Guarantor or its Successor in Business or any Subsidiary of such Guarantor or its Successor in Business (also a **Substituted Obligor**) in place of a Guarantor (or any previous substitute under this sub-Clause) as the guarantor under this Trust Deed and the Notes, in each case, if:

- (i) a trust deed is executed or some other written form of undertaking is given by the **Substituted Obligor** to the Trustee, in form and manner reasonably satisfactory to the Trustee agreeing to be bound by the terms of this Trust Deed and the Notes with any consequential or other amendments which the Trustee may reasonably deem appropriate as fully as if the **Substituted Obligor** had been named in this Trust Deed and on the Notes as the principal debtor in place of the Issuer or as a guarantor in place of a Guarantor as the case may be or of any previous substitute under this Clause;
- (ii) arrangements are made to the reasonable satisfaction of the Trustee for the Noteholders and the Trustee to have or be able to have the same or equivalent rights against the **Substituted Obligor** as they have against the Issuer or any of the Guarantors as the case may be (or any such previous substitute);
- (iii) the Trustee is reasonably satisfied that the **Substituted Obligor** has obtained all governmental and regulatory approvals and consents necessary for its assumption of the obligations and liabilities as principal debtor under this Trust Deed and in respect of the Notes in place of the Issuer or as a guarantor in place of a Guarantor as the case may be (or such previous substitute as aforesaid) and such approvals and consents are at the time of substitution in full force and effect;
- (iv) without prejudice to the generality of the preceding Subclauses 13.2(a)(i) to (iii), where the **Substituted Obligor** is incorporated, domiciled or resident in a territory other than

Kazakhstan, undertakings or covenants are given in terms corresponding to the provisions of this Trust Deed and Condition 10 (Taxation) with the substitution for or addition to the references to Kazakhstan of references to the territory in which the Substituted Obligor is incorporated, domiciled or resident or to the taxing jurisdiction of which, or of any political subdivision or authority of or in which, the Substituted Obligor is otherwise subject generally;

- (v) (unless the Issuer's Successor in Business is the Substituted Obligor as the principal debtor under this Trust Deed and the Notes), the obligations of the Substituted Obligor as the principal debtor under this Trust Deed and the Notes are guaranteed by the Guarantors in the same terms (with consequential amendments as necessary) as the Guarantee to the Trustee's satisfaction;
- (vi) a substitution does not cause the Substituted Obligor to have the right to redeem any Notes pursuant to Condition 8(b) (Redemption for Tax Reasons) immediately following the completion of the substitution (including the Substitution);
- (vii) immediately after giving effect to a substitution, no Event of Default shall have occurred and be continuing; and
- (viii) the Trustee is satisfied that a substitution is not materially prejudicial to the interests of the Noteholders as a class.

(b) Directors' certification

If any two directors of the Substituted Obligor certify that, immediately prior to the assumption of its obligations as Substituted Obligor under this Trust Deed, the Substituted Obligor is solvent after taking account of all prospective and contingent liabilities resulting from its becoming the Substituted Obligor, the Trustee need not have regard to the financial condition, profits or prospects of the Substituted Obligor or compare the same with those of the Issuer or the Guarantor (or of any previous substitute under this Clause).

(c) Interests of Noteholders

In connection with any proposed substitution, the Trustee shall not have regard to, or be in any way liable for, the consequences of such substitution for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory. No Noteholder shall, in connection with any such substitution, be entitled to claim from the Issuer, the Guarantors or the Trustee any indemnification or payment in respect of any tax consequence of any such substitution upon individual Noteholders.

(d) Release of Issuer or Guarantor

Provided that Condition 6 (Additional Guarantors) is complied with by the Issuer and each Guarantor, any such agreement by the Trustee pursuant to this Clause 13.2 (Substitution) shall, if so expressed, operate to release the Issuer or the relevant Guarantor (or such previous substitute as aforesaid) from any or all of their obligations as principal debtor and guarantor, respectively, under this Trust Deed and the Notes. Not later than 14 days after the execution of any such documents to effect the substitution as aforesaid and after compliance with the said requirements of the Trustee, the Substituted Obligor shall cause notice of the substitution to be given to the Noteholders.

(e) Completion of Substitution

Upon the execution of such documents and compliance with the said requirements, the Substituted Obligor shall be deemed to be named in this Trust Deed and the Notes as the principal debtor in place of the Issuer (or of any previous substitute under this Clause) or as a guarantor in place of the relevant Guarantor (or of any previous substitute) as the case may be and this Trust Deed, the Notes and the Paying Agency Agreement shall thereupon be deemed to be amended in such manner as shall be necessary to give effect to the substitution and without prejudice to the generality of the foregoing any references in this Trust Deed, in the Notes or in the Paying Agency Agreement to the Issuer or the Guarantors, as the case may be, shall be deemed to be references to the Substituted Obligor.

14. APPOINTMENT, RETIREMENT AND REMOVAL OF THE TRUSTEE

14.1 Appointment

Each of the Issuer and the Guarantors has the power of appointing new trustees but no-one may be so appointed unless previously approved by an Extraordinary Resolution. A trust corporation will at all times be a Trustee and may be the sole Trustee. Any appointment of a new Trustee will be notified by the Issuer or the Guarantors, as the case may be, to the Noteholders as soon as practicable.

14.2 Retirement and Removal

Any Trustee may retire at any time on giving at least 30 days' written notice to the Issuer and the Guarantors without giving any reason or being responsible for any costs occasioned by such retirement and the Noteholders may by Extraordinary Resolution remove any Trustee provided that the retirement or removal of a sole trust corporation will not be effective until a trust corporation is appointed as successor Trustee. If a sole trust corporation gives notice of retirement or an Extraordinary Resolution is passed for its removal, it will use all reasonable endeavours to procure that another trust corporation be appointed as Trustee.

14.3 Co-Trustees

The Trustee may, despite Clause 14.1 (Appointment), by written notice to the Issuer and the Guarantors appoint anyone to act as an additional Trustee jointly with the Trustee:

- (a) if the Trustee considers the appointment to be in the interests of the Noteholders;
- (b) to conform with a legal requirement, restriction or condition in a jurisdiction in which a particular act is to be performed; or
- (c) to obtain a judgment or to enforce a judgment or any provision of this Trust Deed in any jurisdiction.

Subject to the provisions of this Trust Deed, the Trustee may confer on any person so appointed such functions as it thinks fit. The Trustee may by written notice to the Issuer, the Guarantors and such person, remove such person. At the Trustee's request, the Issuer and the Guarantors will forthwith do all things as may be required to perfect such appointment or removal and irrevocably appoints the Trustee as its attorney in its name and on its behalf to do so. The Trustee shall exercise reasonable care in its appointment of any co-trustee on the terms of this Clause 14.3. Provided it has exercised such reasonable care, the Trustee will not have any obligation to notify anyone of such appointment or to supervise such co-trustee or be responsible for any loss, liability, cost, claim, action, demand or expense incurred by reason of any acts, omissions, misconduct or default by any such co-trustee or sub co-trustee.

14.4 Competence of a Majority of Trustees

If there are more than two Trustees the majority of them will be competent to perform the Trustee's functions provided the majority includes a trust corporation.

14.5 Attorneys

The Issuer hereby irrevocably appoints the Trustee to be its attorney in its name and on its behalf to execute an instrument of appointment in accordance with Clause 14.3 (Co-Trustees). Such person appointed by the Trustee under such instrument of appointment shall (subject always to the provisions of this Trust Deed) have such trusts, powers, authorities and discretions (not exceeding those conferred on the Trustee by this Trust Deed) and such duties and obligations as shall be conferred on such person or imposed by the instrument of appointment. The Trustee shall have power in like manner to remove any such person.

14.6 Merger

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of the Trustee, shall be the successor of the Trustee under this Trust Deed, provided such corporation shall be otherwise qualified and eligible under this Clause, without the execution or filing of any paper or any further act on the part of any of the parties to this Trust Deed.

15. CURRENCY INDEMNITY

15.1 Currency of Account and Payment

Swiss Francs (the **Contractual Currency**) is the sole currency of account and payment for all sums payable by the Issuer or the Guarantors under or in connection with this Trust Deed and the Notes, save for fees payable by the Issuer or the Guarantors to the Trustee, which shall be paid in U.S. Dollars, including damages.

15.2 Extent of discharge

An amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or on the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer or a Guarantor or otherwise), by the Trustee or any Noteholder in respect of any sum expressed to be due to it from the Issuer or any Guarantor, as the case may be, will only discharge the Issuer or such Guarantor, as the case may be, to the extent of the Contractual Currency amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).

15.3 Indemnity

If that Contractual Currency amount is less than the Contractual Currency amount expressed to be due to the recipient under this Trust Deed or the Notes, each of the Issuer and each Guarantors will indemnify the recipient against any loss sustained by it as a result. In any event, each of the Issuer and each Guarantor jointly and severally will indemnify the recipient against the cost of making any such purchase.

15.4 Indemnity separate

The indemnities in this Clause 15 (Currency Indemnity) and in Clause 8.4 (Indemnity) constitute separate and independent obligations from the other obligations in this Trust Deed, will give rise to a separate and independent cause of action, will apply irrespective of any indulgence granted by the Trustee and/or any Noteholder and will continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Trust Deed and the Notes or any other judgment or order.

16. COMMUNICATIONS

Any communication shall be in writing and in English and shall be by letter, email or fax:

in the case of the Issuer, to it at:

Joint Stock Company "National Company "Kazakhstan Temir Zholy"

Joint Stock Company "National Company" Kazakhstan Temir Zholy"
6 Kunayev Street
Esil District
Astana 010000
Republic of Kazakhstan

Fax no.: +7 7172 60 43 08
Attention: Almas M. Lepesbayev

in the case of the Guarantors, to them respectively at:

Joint Stock Company Kaztemirtrans

Joint Stock Company "Kaztemirtrans"
10 Kunayev Street
Esil District
Astana 010000
Republic of Kazakhstan

Fax no.: +7 7172 93 02 06
Attention: Erik M. Akhmurzin

Joint Stock Company Lokomotiv

Joint Stock Company "Lokomotiv"
10 Kunayev Street
Esil District
Astana 010000
Republic of Kazakhstan

Fax no.: +7 7172 60 03 03
Attention: Askar B. Maxutov

and in the case of the Trustee, to it at:

BNY Mellon Corporate Trustee Services Limited

40th Floor
One Canada Square
London E14 5AL
United Kingdom

Fax no.: +44 (0)20 7964 4637
Attention: Trustee Administration Manager

Communications will take effect, in the case of delivery, when delivered or, in the case of a fax or email, when received. Communications not by letter shall be confirmed by letter but failure to send or receive that letter shall not invalidate the original communication.

17. FURTHER ISSUES

17.1 Supplemental Trust Deed

If the Issuer issues further notes as provided in Condition 16 (Further Issues), the Issuer and each Guarantor shall, before their issue, execute and deliver to the Trustee a deed supplemental to this Trust Deed containing such provisions (corresponding to any of the provisions of this Trust Deed) as the Trustee may require.

17.2 Meetings of Noteholders

If the Trustee so directs, Schedule 4 (Provisions for Meetings of Noteholders) shall apply equally to Noteholders and to holders of any securities issued pursuant to the Conditions as if references in it to Notes and Noteholders were also to such securities and their holders respectively.

18. NOTES HELD ON BEHALF OF AN INTERMEDIARY

So long as any Notes represented by a Permanent Global Note are held on behalf of the Intermediary, in considering the interests of Noteholders, the Trustee may have regard to any information provided to it by such Intermediary or its operator as to the identity (either individually or by category) of its accountholders or participants with entitlements to any such Notes and may consider such interests on the basis that such accountholders or participants were the holder(s) thereof.

19. GOVERNING LAW, JURISDICTION AND ARBITRATION

19.1 Governing Law

This Trust Deed, including any non-contractual obligations arising out of or in connection with this Trust Deed, is governed by, and shall be construed in accordance with, English law.

19.2 Arbitration

The Issuer and each Guarantor agrees that any claim, dispute or difference of whatever nature arising under, out of or in connection with this Trust Deed (including a claim, dispute or difference regarding its existence, termination or validity or any non-contractual obligations arising out of or in connection with this Trust Deed) (a Dispute), shall be referred to and finally settled by arbitration in accordance with the rules of the London Court of International Arbitration (LCIA) (the Rules) as at present in force and as modified by this Clause, which Rules shall be deemed incorporated into this Clause. The number of arbitrators shall be three, one of whom shall be nominated by the Issuer/Guarantors, one by the Trustee and the third of whom, who shall act as Chairman, shall be nominated by the two party-nominated arbitrators, provided that if the third arbitrator has not been

nominated within 30 days of the nomination of the second party-nominated arbitrator, such third arbitrator shall be appointed by the LCIA court. The seat of arbitration shall be London, England and the language of arbitration shall be English. Sections 45 and 69 of the Arbitration Act 1996 shall not apply.

19.3 Trustee's Option

At any time before the Trustee has nominated an arbitrator to resolve any Dispute(s) pursuant to Clause 19.2 (Arbitration), the Trustee, at its sole option, may elect by notice in writing to the Issuer and the Guarantors that such Dispute(s) shall instead be heard by the courts of England or by any other court of competent jurisdiction, as more particularly described in Clause 19.4 (Jurisdiction). *Following any such election, no arbitral tribunal shall have jurisdiction in respect of such Dispute(s).*

19.4 Jurisdiction

In the event that the Trustee serves a written notice of election in respect of any Dispute(s) pursuant to Clause 19.3 (Trustee's Option), the Trustee and the Issuer and each Guarantor agrees, that the courts of England shall have jurisdiction to hear and determine any such Dispute(s) and, for such purposes, irrevocably submit to the jurisdiction of such courts. Subject to Clause 19.2 (Arbitration), nothing in this Clause shall (or shall be construed so as to) limit the right of the Trustee to bring proceedings (Proceedings) for the determination of any Dispute(s) in any other court of competent jurisdiction, nor shall the bringing of such Proceedings in any one or more jurisdictions preclude the bringing of Proceedings by the Trustee in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law.

19.5 Appropriate Forum

For the purposes of Clause 19.4 (Jurisdiction), the Issuer and each Guarantor irrevocably waive any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and agreed not to claim that any such court is not a convenient or appropriate forum.

19.6 Process Agent

The Issuer and each Guarantor agrees that the process by which any Proceedings in England are begun may be served on it by being delivered to Cheeswrights (Notaries Public) at Bankside House, 107 Leadenhall Street, London EC3A 4AF or, if different, its registered office for the time being or at any address of the Issuer or the relevant Guarantor, as the case may be, in Great Britain at which process may be served on it in accordance with Part 34 of the Companies Act 2006. If such person is not or ceases to be effectively appointed so to accept service of process on behalf of the Issuer or the relevant Guarantor, as the case may be, the Issuer or the relevant Guarantor, as the case may be, shall notify the Trustee and appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the Trustee shall be entitled to appoint such a person by written notice to the Issuer in accordance with Condition 15 (Notices) and the relevant Guarantor. Nothing in this paragraph shall affect the right of the Trustee to serve process in any other manner permitted by law.

19.7 Consent to Enforcement

The Issuer and each Guarantor irrevocably consents in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings, including (without limitation) the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment that may be given in such Proceedings.

19.8 Enforcement of Awards and Judgments; Waiver of Immunity

To the extent that the Issuer or any Guarantor may in respect of any Proceedings or Dispute in any jurisdiction be entitled to claim for itself or its assets or revenues immunity from suit, from the jurisdiction of any court, from execution, attachment (whether in aid of execution of a judgment, before judgment or otherwise) or any other relief or other legal process, including in relation to the enforcement of any arbitration award or final judgment in any Proceeding, and to the extent that such immunity (whether or not claimed) may be attributed in any such jurisdiction to the Issuer or such Guarantor or its assets or revenues, the Issuer and each Guarantor irrevocably consent to the enforcement of any judgment and agree not to claim and irrevocably waive such immunity to the fullest extent permitted now or hereafter by the laws of such jurisdiction in which such Proceedings or Dispute are commenced.

20. POWER OF ATTORNEY

If the Issuer is represented by an attorney in connection with the signing of this Trust Deed, and the relevant power of attorney is governed by the laws of the Republic of Kazakhstan, it is hereby expressly accepted and acknowledged by the other parties to this Trust Deed that such laws shall govern the existence and extent of such attorney's authority, and the effects of the exercise thereof.

21. COUNTERPARTS

This Trust Deed may be executed in any number of counterparts, each of which shall be deemed to be an original.

22. LANGUAGE

This Trust Deed has been prepared and negotiated in English which shall be the governing language. In order to comply with internal requirements of the Issuer, the Guarantors, Kazakh and Russian versions of this Trust Deed may be prepared. In the event of any inconsistency between the Kazakh, Russian and English language versions, the English language version shall prevail to the extent of such inconsistency and the Kazakh and Russian versions shall be amended accordingly, without any act or approval by any party hereto, to reflect the meaning of the English version. The existence of multiple versions of this Trust Deed shall not be construed to create multiple obligations on the parties hereto.

SCHEDULE 1

FORM OF PERMANENT GLOBAL NOTE

ISIN: CH0246199050

Common Code: 107654151

THE NOTES, AND THE ASSOCIATED GUARANTEES, REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**) AND MAY NOT BE OFFERED AND SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (I) AS PART OF THEIR DISTRIBUTION AT ANY TIME OR (II) OTHERWISE UNTIL 40 DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING AND THE CLOSING DATE, EXCEPT IN EITHER CASE IN ACCORDANCE WITH REGULATIONS UNDER THE SECURITIES ACT. TERMS USED ABOVE HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S.

JOINT STOCK COMPANY "NATIONAL COMPANY "KAZAKHSTAN TEMIR ZHOLY"

(a joint stock company established in the Republic of Kazakhstan)

CHF185,000,000 3.638% NOTES DUE 2022

guaranteed by

JOINT STOCK COMPANY "KAZTEMIRTRANS"

(a joint stock company established in the Republic of Kazakhstan)

and

JOINT STOCK COMPANY "LOKOMOTIV"

(a joint stock company established in the Republic of Kazakhstan)

1. Introduction

This Permanent Global Note is issued in respect of the CHF185,000,000 3.638% Notes due 2022 (the **Notes**) of Joint Stock Company "National Company "Kazakhstan Temir Zholy" (the **Issuer**) and is jointly and severally unconditionally and irrevocably guaranteed by Joint Stock Company Kaztemirtrans and Joint Stock Company Lokomotiv (the **Guarantors**). The Notes are constituted by, are subject to, and have the benefit of, the Conditions (as defined below) and a trust deed (as amended or supplemented from time to time, the **Trust Deed**) dated 20 June 2014 between the Issuer, the Guarantors and BNY Mellon Corporate Trustee Services Limited, as trustee (the **Trustee**, which expression includes all persons for the time being appointed trustee or trustees under the Trust Deed) and are the subject of a paying agency agreement dated 20 June 2014 (as amended or supplemented from time to time, the **Paying Agency Agreement**) and made between the Issuer, the Guarantors, Credit Suisse AG as principal paying agent (the **Principal Paying Agent**), the other paying agent named therein and the Trustee. References herein to the Conditions (or to any particular numbered Condition) shall be to the Conditions (or that particular one of them) set out in Schedule 5 to the Trust Deed.

This Permanent Global Note will be deposited by the Principal Paying Agent with SIX SIS Ltd (SIS) or such other intermediary (Verwahrungsstelle) in Switzerland recognised for such purposes by the SIX Swiss Exchange Ltd (the **SIX Swiss Exchange**) (SIS or such other intermediary, the **Intermediary**). Once this Global Note has been deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Notes will constitute intermediated

securities (Bucheffekten) (**Intermediated Securities**) in accordance with the provisions of the Swiss Federal Intermediated Securities Act.

2. References to Conditions

Any reference herein to the **Conditions** is to the terms and conditions of the Notes set out in Schedule 5 (Terms and Conditions of the Notes) of the Trust Deed and any reference to any particular numbered **Condition** is to the correspondingly numbered provision thereof.

Words and expressions defined in the Conditions shall bear the same meanings when used in this Permanent Global Note.

3. Promise to pay

For value received the Issuer, subject to and in accordance with the Conditions and the Trust Deed, promises to pay to the bearer hereof on 20 June 2022 (or on such other or earlier date(s) as all or any of the Notes represented by this Permanent Global Note may become due and repayable in accordance with the Conditions and the Trust Deed), the amount payable under the Conditions in respect of such Notes on each such date and to pay interest on the principal amount of the Notes from time to time represented by this Permanent Global Note calculated and payable as provided in the Conditions and the Trust Deed together with any other sums payable under the Conditions and the Trust Deed, upon presentation and, at maturity, surrender of this Global Note at the specified office of the Principal Paying Agent.

4. Delivery of Definitive Notes and Coupons

On and after the Exchange Date (as defined below) this Permanent Global Note may be exchanged in whole but not in part at the specified office of the Principal Paying Agent (or such other place as the Trustee may agree) for Definitive Notes and Coupons by the Principal Paying Agent giving notice to the Issuer, the Trustee and the Noteholders of its intention to exchange the Permanent Global Note for Definitive Notes, and the Issuer shall procure that the Principal Paying Agent shall issue and deliver, in full exchange for this Permanent Global Note, Definitive Notes (together with the Coupons appertaining thereto) in an aggregate principal amount equal to the principal amount of this Permanent Global Note.

For these purposes **Exchange Date** means a day falling not less than 60 days after the date on which a notice requiring exchange is given by the Principal Paying Agent and on which banks are open for business in the city in which the specified office of the Principal Paying Agent is located and any Intermediary is located.

5. Conditions apply

Save as otherwise provided herein, the Holder of this Permanent Global Note shall have the benefit of, and be subject to, the Conditions.

6. Notices

Notwithstanding Condition 15 (Notices), so long as this Permanent Global Note is held on behalf of an Intermediary, notices to Holders of Notes represented by this Permanent Global Note (**Noteholders**) may be given by delivery of the relevant notice to the Intermediary; provided, however, that, so long as the Notes are listed on the SIX Swiss Exchange or KASE and its rules so require, notices will also be published in accordance with the relevant Swiss or Kazakhstan listing rules).

7. Contracts (Rights of Third Parties) Act 1999

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Permanent Global Note but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

8. Payment

Payments of principal, interest and any other amount in respect of the Permanent Global Note will be made through the Principal Paying Agent to SIS for distribution to the Noteholders. None of the Issuer or any Paying Agent will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Permanent Global Note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

On any payment of interest being made in respect of any of the Notes represented by this Permanent Global Note, or any purchase and cancellation of any of the Notes represented by this Permanent Global Note, details of such payment or purchase and cancellation, as the case may be, shall be entered into the records of SIS.

9. Authentication

This Permanent Global Note shall not be valid for any purpose until it has been authenticated for and on behalf of the Principal Paying Agent.

10. Governing law

This Permanent Global Note, including any non-contractual obligations arising out of or in connection with this Permanent Global Note, is governed by, and shall be construed in accordance with, English law.

If the Issuer is represented by an attorney in connection with the signing of this Note, and the relevant power of attorney is by its terms governed by the laws of the Republic of Kazakhstan, the Holder hereof shall, by acceptance of this Note, be deemed to have accepted and acknowledged that the existence and extent of the authority of the attorney of the Issuer for the purpose of the signing hereof, and the effects of such attorney's existence or purported exercise of such authority, shall be governed by and construed in accordance with the laws of the Republic of Kazakhstan.

AS WITNESS the manual signature of a duly authorised person on behalf of the Issuer.

JOINT STOCK COMPANY "NATIONAL COMPANY "KAZAKHSTAN TEMIR ZHOLY"

By:
(duly authorised)

ISSUED on 20 June 2014

AUTHENTICATED

by Credit Suisse AG as Principal Paying Agent
without recourse, warranty or liability

By:
(duly authorised)

SCHEDULE 2

FORM OF DEFINITIVE NOTE

Serial Number:
ISIN: CH0246199050
Common Code: 107654151

THE NOTES, AND THE ASSOCIATED GUARANTEES, REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT) AND MAY NOT BE OFFERED AND SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (I) AS PART OF THEIR DISTRIBUTION AT ANY TIME OR (II) OTHERWISE UNTIL 40 DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING AND THE CLOSING DATE, EXCEPT IN EITHER CASE IN ACCORDANCE WITH REGULATIONS UNDER THE SECURITIES ACT. TERMS USED ABOVE HAVE THE MEANINGS GIVEN TO THEM BY REGULATIONS.

JOINT STOCK COMPANY "NATIONAL COMPANY "KAZAKHSTAN TEMIR ZHOLY"

(a joint stock company organised in The Republic of Kazakhstan)

CHF185,000,000 3.638% NOTES DUE 2022

guaranteed by

JOINT STOCK COMPANY "KAZTEMIRTRANS"

(a joint stock company established in the Republic of Kazakhstan)

and

JOINT STOCK COMPANY "LOKOMOTIV"

(a joint stock company established in the Republic of Kazakhstan)

This Note is issued in respect of the CHF185,000,000 3.638% Notes due 2022 (the Notes) of Joint Stock Company "National Company "Kazakhstan Temir Zholy" (the Issuer) and is jointly and severally unconditionally and irrevocably guaranteed by Joint Stock Company Kaztemirtrans and Joint Stock Company Lokomotiv (the Guarantors). The Notes are constituted by, are subject to, and have the benefit of, a trust deed (as amended or supplemented from time to time, the Trust Deed) dated 20 June 2014 between the Issuer, the Guarantors and BNY Mellon Corporate Trustee Services Limited, as trustee (the Trustee, which expression includes all persons for the time being appointed trustee or trustees under the Trust Deed) and are the subject of a paying agency agreement dated 20 June 2014 (as amended or supplemented from time to time, the Agency Agreement) and made between the Issuer, the Guarantors, Credit Suisse AG as principal paying agent (the Principal Paying Agent), the other paying agent named therein and the Trustee.

Any reference herein to the Conditions is to the terms and conditions of the Notes endorsed hereon and any reference to a numbered Condition is to the correspondingly numbered provision thereof. If the Conditions endorsed hereon are different from those appearing in the Schedule to the Trust Deed, the Conditions endorsed hereon prevail.

The Issuer, for value received, hereby promises to the bearer on 20 June 2022 (or on such earlier date or dates as the same may become payable in accordance with the Conditions) the principal sum of:

CHF5,000

and to pay interest on such principal sum in arrear on the dates and at the rates specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

This Note shall not be valid for any purpose until it has been authenticated for and on behalf of the Principal Paying Agent.

If the Issuer is represented by an attorney in connection with the signing of this Note, and the relevant power of attorney is by its terms governed by the laws of Republic of Kazakhstan, the Holder hereof shall, by acceptance of this Note, be deemed to have accepted and acknowledged that the existence and extent of the authority of the attorney of the Issuer for the purpose of the signing hereof, and the effects of such attorney's existence or purported exercise of such authority, shall be governed by and construed in accordance with the laws of Republic of Kazakhstan.

This Note, including any non-contractual obligations arising out of or in connection with this Note is governed by, and shall be construed in accordance with, English law.

The statements set forth in the legend above are an integral part of this Note and by acceptance thereof each Holder agrees to be subject to and bound by the terms and provisions set forth in such legend.

AS WITNESS the manual or facsimile signature of a duly authorised person on behalf of the Issuer.

By:
(duly authorised)

By:
(duly authorised)

ISSUED on 20 June 2014

AUTHENTICATED for and on behalf of
Credit Suisse AG as Principal Paying Agent
without recourse, warranty or liability

By:
(duly authorised)

SCHEDULE 3
FORM OF COUPON

On the front:

JOINT STOCK COMPANY "NATIONAL COMPANY "KAZAKHSTAN TEMIR ZHOLY"

CHF185,000,000 3.638% Notes due 2022

Coupon appertaining to a Note in the denomination of CHF[0,000][00,000].

This Coupon is separately
negotiable, payable to bearer,
and subject to the
Conditions of the said Notes.

Coupon for
CHF ●
due on
20 June, 2022

This Coupon is payable to bearer subject to such Conditions, under which it may become void before its due date.

JOINT STOCK COMPANY "NATIONAL COMPANY "KAZAKHSTAN TEMIR ZHOLY"

By:

By:

[No.]	[0,000/00,000]	[ISIN:CH024619 9050]	[Serial No.]
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On the back:

**PRINCIPAL PAYING AGENT
CREDIT SUISSE AG**

OTHER PAYING AGENT[S]

UBS AG

SCHEDULE 4

PROVISIONS FOR MEETINGS OF NOTEHOLDERS

DEFINITIONS

1. As used in this Schedule the following expressions shall have the following meanings unless the context otherwise requires:

Basic Terms Modification means any proposal (i) to alter the status or maturity of the Notes or the due date for any amount payable in respect of the Notes or under the Guarantee, (ii) to reduce or cancel the principal amount of, or interest on, the Notes, (iii) to modify or cancel the Guarantee, (iv) to change the currency of payment in respect of the Notes or under the Guarantee, (v) to change the obligation of the Issuer and each Guarantor to pay Additional Amounts pursuant to Condition 10 (Taxation) or under the Trust Deed; (vi) to modify the covenants of the Issuer or any Guarantor in Conditions 3 (Negative Pledge), 4 (Limitations on Changes in Business and Disposals of Assets), 5 (Limitations on Merger or Consolidation), 8(c) (Redemption at the option of the Noteholders) or 8(d) (Redemption by the Issuer following a partial redemption of the Notes at the option of the Noteholders), (vii) to modify the provisions concerning the quorum required at any meeting of Noteholders or (viii) to modify the percentage required to amend or modify the Notes or the Trust Deed (including the Guarantee) or waive any future compliance or past default by the Issuer or any Guarantor or reduce the percentage of the aggregate principal amount of Notes required for the taking of action or the quorum required at any meeting of Noteholders at which a resolution is adopted.

Block Voting Instruction means an English language document issued by a Paying Agent in which:

- (a) it is certified that on the date thereof Notes (whether in definitive form or represented by a Permanent Global Note) which are held on behalf of an Intermediary (in each case not being Notes in respect of which a Voting Certificate has been issued and is outstanding in respect of the meeting specified in such Block Voting Instruction) have been deposited with such Paying Agent or (to the satisfaction of such Paying Agent) are held to its order or under its control or are blocked in an account with an Intermediary and that no such Notes will cease to be so deposited or held or blocked until the first to occur of:
 - (1) the conclusion of the meeting specified in such Block Voting Instruction; and
 - (2) the surrender to the Paying Agent, not less than 48 Hours before the time for which such meeting is convened, of the receipt issued by such Paying Agent in respect of each such deposited Note which is to be released or (as the case may require) the Notes ceasing with the agreement of the Paying Agent to be held to its order or under its control or so blocked and the giving of notice by the Paying Agent to the Issuer in accordance the necessary amendment to the Block Voting Instruction;
- (b) it is certified that each holder of such Notes has instructed such Paying Agent that the vote(s) attributable to the Notes so deposited or held or blocked should be cast in a particular way in relation to the resolution(s) to be put to such meeting and that all such instructions are, during the period commencing 48 Hours prior to the time for which such meeting is convened and ending at the conclusion or adjournment thereof, neither revocable nor capable of amendment;
- (c) the aggregate principal amount of the Notes so deposited or held or blocked is listed distinguishing with regard to each such resolution between those in respect of which

instructions have been given that the votes attributable thereto should be cast in favour of the resolution and those in respect of which instructions have been so given that the votes attributable thereto should be cast against the resolution; and

- (d) one or more persons named in such Block Voting Instruction (each hereinafter called a **proxy**) is or are authorised and instructed by such Paying Agent to cast the votes attributable to the Notes so listed in accordance with the instructions referred to in (c) above as set out in such Block Voting Instruction.

Eligible Person means any one of the following persons who shall be entitled to attend and vote at a meeting:

- (a) a holder of a Note in definitive form;
- (b) a bearer of any Voting Certificate; and
- (c) a proxy specified in any Block Voting Instruction.

Extraordinary Resolution means:

- (a) a resolution passed at a meeting duly convened and held in accordance with these presents by a majority consisting of not less than two-thirds of the Eligible Persons voting thereon upon a show of hands or, if a poll is duly demanded, by a majority consisting of not less than two-thirds of the votes cast on such poll; or
- (b) a resolution in writing signed by or on behalf of the holders of not less than two-thirds in principal amount of the Notes for the time being outstanding which resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the holders.

Intermediary means the SIS or, as the case may be, any other intermediary recognised for such purposes by SIX Swiss Exchange.

Voting Certificate means an English language certificate issued by a Paying Agent in which it is stated:

- (a) that on the date thereof Notes (whether in definitive form or represented by a Permanent Global Note) which are held in an account on behalf of an Intermediary (in each case not being Notes in respect of which a Block Voting Instruction has been issued and is outstanding in respect of the meeting specified in such Voting Certificate) were deposited with such Paying Agent or (to the satisfaction of such Paying Agent) are held to its order or under its control or are blocked in an account on behalf of an Intermediary and that no such Notes will cease to be so deposited or held or blocked until the first to occur of:
 - (1) the conclusion of the meeting specified in such Voting Certificate; and
 - (2) the surrender of the Voting Certificate to the Paying Agent who issued the same; and
- (b) that the bearer thereof is entitled to attend and vote at such meeting in respect of the Notes represented by such Voting Certificate;

24 Hours means a period of 24 hours including all or part of a day upon which banks are open for business in both the place where the relevant meeting is to be held and in each of the places where

the Paying Agents have their specified offices (disregarding for this purpose the day upon which such meeting is to be held) and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of a day upon which banks are open for business in all of the places as aforesaid; and

48 Hours means a period of 48 hours including all or part of two days upon which banks are open for business both in the place where the relevant meeting is to be held and in each of the places where the Paying Agents have their specified offices (disregarding for this purpose the day upon which such meeting is to be held) and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of two days upon which banks are open for business in all of the places as aforesaid.

For the purposes of calculating a period of **Clear Days** in relation to a meeting, no account shall be taken of the day on which the notice of such meeting is given (or, in the case of an adjourned meeting, the day on which the meeting to be adjourned is held) or the day on which such meeting is held.

All references in this Schedule to a "meeting" shall, where the context so permits, include any relevant adjourned meeting.

EVIDENCE OF ENTITLEMENT TO ATTEND AND VOTE

2. A holder of a Note (whether in definitive form or represented by a Permanent Global Note) which is held in an account on behalf of an Intermediary may require the issue by a Paying Agent of Voting Certificates and Block Voting Instructions in accordance with the terms of paragraph 3.

For the purposes of paragraph 3, the Principal Paying Agent and each Paying Agent shall be entitled to rely, without further enquiry, on any information or instructions received from an Intermediary and shall have no liability to any holder or other person for any loss, damage, cost, claim or other liability occasioned by its acting in reliance thereon, nor for any failure by an Intermediary to deliver information or instructions to the Principal Paying Agent or any Paying Agent.

The holder of any Voting Certificate or the proxies named in any Block Voting Instruction shall for all purposes in connection with the relevant meeting be deemed to be the holder of the Notes to which such Voting Certificate or Block Voting Instruction relates and the Paying Agent with which such Notes have been deposited or the person holding Notes to the order or under the control of such Paying Agent or an Intermediary in which such Notes have been blocked shall be deemed for such purposes not to be the holder of those Notes.

PROCEDURE FOR ISSUE OF VOTING CERTIFICATES, BLOCK VOTING INSTRUCTIONS AND PROXIES

3. (A) *Definitive Notes not held on behalf of an Intermediary*

If Notes have been issued in definitive form and are not held in an account with an Intermediary, the Trustee may from time to time prescribe further regulations (in accordance with paragraph 23) to enable the holders of such Notes to attend and/or vote at a meeting in respect of such Notes.

- (B) *Global Notes and definitive Notes held on behalf of an Intermediary - Voting Certificate*

A holder of a Note (not being a Note in respect of which instructions have been given to the Principal Paying Agent in accordance with paragraph 3(C)) represented by a Permanent Global Note or which is in definitive form and is held in an account on behalf of an

Intermediary may procure the delivery of a Voting Certificate in respect of such Note by giving notice to the Intermediary through which such holder's interest in the Note is held specifying by name a person (an **Identified Person**) (which need not be the holder himself) to collect the Voting Certificate and attend and vote at the meeting. The relevant Voting Certificate will be made available at or shortly prior to the commencement of the meeting by the Principal Paying Agent against presentation by such Identified Person of the form of identification previously notified by such holder to the Intermediary. The Intermediary may prescribe forms of identification (including, without limitation, a passport or driving licence) which it deems appropriate for these purposes. Subject to receipt by the Principal Paying Agent from the Intermediary, no later than 24 Hours prior to the time for which such meeting is convened, of notification of the principal amount of the Notes to be represented by any such Voting Certificate and the form of identification against presentation of which such Voting Certificate should be released, the Principal Paying Agent shall, without any obligation to make further enquiry, make available Voting Certificates against presentation of the form of identification corresponding to that notified.

(C) *Global Notes and definitive Notes held on behalf of an Intermediary - Block Voting Instruction*

A holder of a Note (not being a Note in respect of which a Voting Certificate has been issued) represented by a Permanent Global Note or which is in definitive form and is held in an account with an Intermediary may require the Principal Paying Agent to issue a Block Voting Instruction in respect of such Note by first instructing the Intermediary through which such holder's interest in the Note is held to procure that the votes attributable to such Note should be cast at the meeting in a particular way in relation to the resolution or resolutions to be put to the meeting. Any such instruction shall be given in accordance with the rules of the Intermediary then in effect. Subject to receipt by the Principal Paying Agent of instructions from the Intermediary, no later than 24 Hours prior to the time for which such meeting is convened, of notification of the principal amount of the Notes in respect of which instructions have been given and the manner in which the votes attributable to such Notes should be cast, the Principal Paying Agent shall, without any obligation to make further enquiry, appoint a proxy to attend the meeting and cast votes in accordance with such instructions.

(D) Each Block Voting Instruction, together (if so requested by the Trustee) with proof satisfactory to the Trustee of its due execution on behalf of the relevant Paying Agent shall be deposited by the relevant Paying Agent at such place as the Trustee shall approve not less than 24 Hours before the time appointed for holding the meeting at which the proxy or proxies named in the Block Voting Instruction proposes to vote, and in default the Block Voting Instruction shall not be treated as valid unless the Chairman of the meeting decides otherwise before such meeting proceeds to business. A copy of each Block Voting Instruction shall be deposited with the Trustee before the commencement of the meeting but the Trustee shall not thereby be obliged to investigate or be concerned with the validity of or the authority of the proxy or proxies named in any such Block Voting Instruction.

(E) Any vote given in accordance with the terms of a Block Voting Instruction shall be valid notwithstanding the previous revocation or amendment of the Block Voting Instruction or of any of the instructions of the relevant holder or the relevant Intermediary (as the case may be) pursuant to which it was executed provided that no intimation in writing of such revocation or amendment has been received from the relevant Paying Agent by the Issuer at its registered office (or such other place as may have been required or approved by the Trustee for the purpose) by the time being 24 Hours before the time appointed for holding the meeting at which the Block Voting Instruction is to be used.

CONVENING OF MEETINGS, QUORUM AND ADJOURNED MEETINGS

4. The Trustee, the Issuer or the Guarantors at any time may, and the Trustee (subject to its being indemnified or secured to its satisfaction against all costs and expenses thereby occasioned) upon a request in writing of Noteholders holding not less than one-tenth of the principal amount of the Notes for the time being outstanding shall, convene a meeting of the Noteholders. Whenever any such party is about to convene any such meeting it shall forthwith give notice in writing to the other party of the day, time and place thereof and of the nature of the business to be transacted thereat. Every such meeting shall be held at such time and place as the Trustee may appoint or approve.
5. At least 21 Clear Days' notice specifying the place, day and hour of meeting shall be given to the holders prior to any meeting in the manner provided by Condition 15 (Notices). Such notice, which shall be in the English language, shall state generally the nature of the business to be transacted at the meeting thereby convened and, where an Extraordinary Resolution will be proposed at the meeting, shall either specify in such notice the terms of such resolution or state fully the effect on the holders of such resolution, if passed. Such notice shall include statements as to the manner in which holders may arrange for Voting Certificates or Block Voting Instructions to be issued and, if applicable, appoint proxies. A copy of the notice shall be sent by post to the Trustee (unless the meeting is convened by the Trustee), to the Issuer (unless the meeting is convened by the Issuer) and to the Guarantor (unless the meeting is convened by the Guarantor).
6. A person (who may but need not be a holder) nominated in writing by the Trustee shall be entitled to take the chair at the relevant meeting, but if no such nomination is made or if at any meeting the person nominated shall not be present within 15 minutes after the time appointed for holding the meeting the holders present shall choose one of their number to be Chairman, failing which the Issuer may appoint a Chairman. The Chairman of an adjourned meeting need not be the same person as was Chairman of the meeting from which the adjournment took place.
7. At any such meeting one or more Eligible Persons present and holding or representing in the aggregate not less than one-tenth in principal amount of the Notes for the time being outstanding shall (subject as provided below) form a quorum for the transaction of business. The quorum at any such meeting for passing an Extraordinary Resolution shall (subject as provided below) be one or more persons present in person holding Notes or being proxies or representatives and holding or representing in the aggregate a clear majority in principal amount of such Notes for the time being outstanding PROVIDED THAT at any meeting the business of which includes any Basic Terms Modification (which shall, subject only to Condition 14(b), only be capable of being effected after having been approved by Extraordinary Resolution) the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than one-quarter of the principal amount of the Notes for the time being outstanding. No business (other than the choosing of a Chairman) shall be transacted at any meeting unless the requisite quorum is present at the commencement of the relevant business.
8. If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any such meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the meeting shall if convened upon the requisition of holders be dissolved. In any other case it shall stand adjourned for such period, being not less than 13 Clear Days nor more than 42 Clear Days, and to such place as may be appointed by the Chairman either at or subsequent to such meeting and approved by the Trustee. If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any adjourned meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is

present, the Chairman may either (with the approval of the Trustee) dissolve such meeting or adjourn the same for such period, being not less than 13 Clear Days (but without any maximum number of Clear Days), and to such place as may be appointed by the Chairman either at or subsequent to such adjourned meeting and approved by the Trustee, and the provisions of this sentence shall apply to all further adjourned such meetings.

9. At any adjourned meeting one or more Eligible Persons present (whatever the principal amount of the Notes so held or represented by them) shall (subject as provided below) form a quorum and shall have power to pass any resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had the requisite quorum been present PROVIDED THAT at any adjourned meeting the quorum for the transaction of business comprising any Basic Terms Modification shall be one or more Eligible Persons present and holding or representing in the aggregate not less than one-quarter of the principal amount of the Notes for the time being outstanding.
10. Notice of any adjourned meeting shall be given in the same manner as notice of an original meeting but as if 10 were substituted for 21 in paragraph 5 and such notice shall state the required quorum.

CONDUCT OF BUSINESS AT MEETINGS

11. Every question submitted to a meeting shall be decided in the first instance by a show of hands. A poll may be demanded (before or on the declaration of the result of the show of hands) by the Chairman, the Issuer, the Guarantors, the Trustee or any Eligible Person (whatever the amount of the Notes so held or represented by him).
12. At any meeting, unless a poll is duly demanded, a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
13. Subject to paragraph 15, if at any such meeting a poll is so demanded it shall be taken in such manner and, subject as hereinafter provided, either at once or after an adjournment as the Chairman directs and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the motion on which the poll has been demanded.
14. The Chairman may, with the consent of (and shall if directed by) any such meeting, adjourn the same from time to time and from place to place; but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.
15. Any poll demanded at any such meeting on the election of a Chairman or on any question of adjournment shall be taken at the meeting without adjournment.
16. Any director or officer of the Trustee, its lawyers and financial advisers, any director or officer of the Issuer or, as the case may be, the Guarantors, their lawyers and financial advisers, any director or officer of any of the Paying Agents and any other person authorised so to do by the Trustee may attend and speak at any meeting. Save as aforesaid, no person shall be entitled to attend and speak nor shall any person be entitled to vote at any meeting unless he is an Eligible Person. No person shall be entitled to vote at any meeting in respect of Notes which are deemed to be not outstanding by virtue of the proviso to the definition of "outstanding" in clause 1.

17. **At any meeting:**

- (a) **on a show of hands every Eligible Person present shall have one vote; and**
- (b) **on a poll every Eligible Person present shall have one vote in respect of each CHF or such other amount as the Trustee may in its absolute discretion stipulate, in principal amount of the Notes held or represented by such Eligible Person.**

Without prejudice to the obligations of the proxies named in any Block Voting Instruction, any Eligible Person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.

18. **The proxies named in any Block Voting Instruction need not be holders. Nothing herein shall prevent any of the proxies named in any Block Voting Instruction from being a director, officer or representative of or otherwise connected with the Issuer or the Guarantors.**

19. **The Noteholders shall in addition to the powers hereinbefore given have the following powers exercisable (without prejudice to any powers conferred on other persons by these presents) only by Extraordinary Resolution (subject, in the case of an Extraordinary Resolution to be proposed at a meeting, to the provisions relating to quorum contained in paragraphs 7 and 9) namely:**

- (a) **power to sanction any proposal by the Issuer, the Guarantors or the Trustee for any modification, alteration, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Noteholders against the Issuer or any Guarantor, or against any of its property whether such rights shall arise under this Trust Deed, the Notes or otherwise;**
- (b) **power to sanction any scheme or proposal for the exchange, substitution or sale of the Notes for or the conversion of the Notes into or the cancellation or termination of the Notes in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer, the Guarantors or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as aforesaid and partly for or into or in consideration of cash;**
- (c) **power to assent to any alteration of the provisions contained in this Trust Deed, the Conditions or the Notes which shall be proposed by the Issuer, the Guarantors or the Trustee;**
- (d) **power to approve a person proposed to be appointed as a new trustee under the Trust Deed and power to remove any Trustee or Trustees for the time being thereof;**
- (e) **power to authorise the Trustee to concur in and execute and do all such documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;**
- (f) **power to discharge or exonerate the Trustee from any liability in respect of any act or omission for which the Trustee may have become responsible under this Trust Deed or in respect of the Notes;**
- (g) **power to give any authority, discretion or sanction under which the provisions of this Trust Deed or the Notes is required to be given by Extraordinary Resolution; and**

- (h) power to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders and to confer upon such committee or committees any powers or discretions which Noteholders could themselves exercise by Extraordinary Resolution.
20. Any Extraordinary Resolution (i) passed at a meeting of the holders duly convened and held in accordance with these presents or (ii) passed as an Extraordinary Resolution in writing in accordance with these presents shall be binding upon all the holders whether or not present or whether or not represented at any meeting and whether or not voting on such Extraordinary Resolution and upon all Couponholders and each of them shall be bound to give effect thereto accordingly and the passing of any such Extraordinary Resolution shall be conclusive evidence that the circumstances justify the passing thereof. Notice of the result of the voting on any Extraordinary Resolution duly considered by the holders shall be published in accordance with Condition 15 (Notices) by the Issuer within 14 days of such result being known, PROVIDED THAT the non-publication of such notice shall not invalidate such result.
21. Minutes of all resolutions and proceedings at every meeting shall be made and entered in books to be from time to time provided for that purpose by the Issuer and any such minutes as aforesaid, if purporting to be signed by the Chairman of the meeting at which such resolutions were passed or proceedings transacted, shall be conclusive evidence of the matters therein contained and, until the contrary is proved, every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed or proceedings transacted thereat to have been duly passed or transacted.
22. (A) If and whenever the Issuer has issued and has outstanding Notes of more than one series the foregoing provisions of this Schedule shall have effect subject to the following modifications:
- (i) a resolution which in the opinion of the Trustee affects the Notes of only one series shall be deemed to have been duly passed if passed at a separate meeting (or by a separate resolution in writing or by a separate resolution passed by way of consents received through the relevant Intermediary(ies)) of the holders of the Notes of that series;
 - (ii) a resolution which in the opinion of the Trustee affects the Notes of more than one series but does not give rise (in the opinion of the Trustee) to an actual or potential conflict of interest between the holders of Notes of any of the series so affected shall be deemed to have been duly passed if passed at a single meeting (or by a single resolution in writing or by a single resolution passed by way of consents received through the relevant Intermediary(ies)) of the holders of the Notes of all the series so affected;
 - (iii) a resolution which in the opinion of the Trustee affects the Notes of more than one series and gives or may give rise (in the opinion of the Trustee) to a conflict of interest between the holders of the Notes of one series or group of series so affected and the holders of the Notes of another series or group of series so affected shall be deemed to have been duly passed only if passed at separate meetings (or by separate resolutions in writing or by separate resolutions passed by way of consents received through the relevant Intermediary(s)) of the holders of the Notes of each series or group of series so affected; and
 - (iv) to all such meetings all the preceding provisions of this Schedule shall *mutatis mutandis* apply as though references therein to Notes and holders were references to

the Notes of the series or group of series in question or to the holders of such Notes, as the case may be.

- (B) Subject as provided below, if the Issuer has issued and has outstanding Notes which are not denominated in CHF, or in the case of any meeting of Notes of more than one currency, the principal amount of such Notes shall:
- (i) for the purposes of paragraph 4, be the equivalent in CHF at the spot rate of a bank nominated by the Trustee for the conversion of the relevant currency or currencies into CHF on the seventh dealing day prior to the day on which the requisition in writing is received by the Issuer; and
 - (ii) for the purposes of paragraphs 7, 9 and 17 (whether in respect of the meeting or any adjourned such meeting or any poll resulting therefrom), be the equivalent at such spot rate on the seventh dealing day prior to the day of such meeting.

In such circumstances, on any poll each person present shall have one vote for each CHF1 (or such other CHF amount as the Trustee may in its absolute discretion stipulate) in principal amount of the Notes (converted as above) which he holds or represents. For the avoidance of doubt, in the case of a meeting of Notes which are denominated in a single currency which is not CHF, the Trustee (in its sole discretion) may agree with the Issuer that *the relevant currency for the purposes of the meeting (including, without limitation, the quorum and voting calculations)* shall be the currency of the relevant Notes, in which case the provisions of this Schedule shall be construed accordingly.

23. Subject to all other provisions of these presents the Trustee may (after consultation with the Issuer and the Guarantors where the Trustee considers such consultation to be practicable but without the consent of the Issuer, the Guarantors, the holders or the Couponholders) prescribe such further or alternative regulations regarding the requisitioning and/or the holding of meetings and attendance and voting thereat as the Trustee may in its sole discretion reasonably think fit (including, without limitation, the substitution for periods of 24 Hours and 48 Hours referred to in this Schedule of shorter periods). Such regulations may, without prejudice to the generality of the foregoing, reflect the practices and facilities of any relevant Intermediary. Notice of any such further or alternative regulations may, at the sole discretion of the Trustee, be given to holders in accordance with Condition 15 (Notices) at the time of service of any notice convening a meeting or at such other time as the Trustee may decide.

SCHEDULE 5

TERMS AND CONDITIONS OF THE NOTES

The CHF 185,000,000 3.638% Notes due 2022 (the "Notes", which expression shall, unless the context otherwise so requires, be deemed to include a reference to any further notes issued pursuant to Condition 16 (*Further Issues*) and forming a single series therewith), are issued by Joint Stock Company "National Company "Kazakhstan Temir Zholy" (the "Issuer") and guaranteed by JSC "Kaztemirtrans" and JSC "Lokomotiv" (each a "Guarantor" and together, the "Guarantors", which term shall also include any Person becoming a Guarantor pursuant to Condition 4 (*Limitations on Changes in Business and Disposals of Assets*)) pursuant to a guarantee (the "Guarantee") contained in the Trust Deed referred to below. The Notes are constituted by a Trust Deed dated 20 June 2014 (the "Trust Deed"), between the Issuer, each Guarantor and BNY Mellon Corporate Trustee Services Limited (the "Trustee", which expression shall include its successors as trustee under the Trust Deed), as trustee for holders of the Notes. The Issuer and each Guarantor have entered into a Paying Agency Agreement (the "Agency Agreement") dated 20 June 2014 with the Trustee, Credit Suisse AG, as principal paying agent (the "Principal Paying Agent") and UBS AG (together with the Principal Paying Agent, the "Paying Agents") which expression includes any successor paying agents appointed from time to time in connection with the Notes.

The holders of the Notes and the holders of the interest coupons appertaining to definitive Notes (the Couponholders and the Coupons, respectively) are bound by, subject to, and are deemed to have notice of, all the provisions of the Notes, the Coupons, the Agency Agreement and the Trust Deed (including the Guarantee). Certain provisions of these terms and conditions (the "Conditions") are summaries of the Trust Deed (including the Guarantee) and the Agency Agreement and are subject to the detailed provisions contained therein. Copies of the Trust Deed (including the Guarantee) and the Agency Agreement are available for inspection during normal business hours at the specified office, for the time being, of each of the Paying Agents and the Trustee. The initial Paying Agents and their initial specified offices are listed in Condition 9(b).

References to Conditions are, unless the context otherwise requires, to the numbered paragraphs of these Conditions.

1. Form, Denomination and Title

(a) *Form and Denomination*

The Notes are in bearer form in the denomination of CHF5,000 or higher integral multiples thereof.

The Notes will initially be represented by a permanent global note (the "Permanent Global Note"). The Permanent Global Note shall be deposited by the Principal Paying Agent with SIX SIS Ltd (SIX SIS Ltd or any other intermediary in Switzerland recognised for such purpose by SIX Swiss Exchange Ltd, the "Intermediary"). Once the Permanent Global Note is deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Notes will constitute intermediated securities (*Bucheffekten*) in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*). Prior to expiry of the distribution compliance period (as defined in Regulation S), beneficial interests in the Permanent Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person and may not be held otherwise than through the Intermediary and the Permanent Global Note will bear a legend regarding such restrictions on transfer.

Neither the Issuer nor the Noteholders (as defined below) shall at any time have the right to effect or demand the conversion of the Permanent Global Note (*Globalurkunde*) into, or the delivery of, uncertificated securities (*Wertrechte*) or definitive Notes (*Wertpapiere*) with Coupons attached.

No physical delivery of the Notes shall be made unless and until definitive Notes (*Wertpapiere*) and the Coupons shall have been printed. Notes and the Coupons may only be printed, in whole, but not in part, if the Principal Paying Agent determines, in its sole discretion, that the printing of the definitive Notes (*Wertpapiere*) and the Coupons is

necessary or useful. Should the Principal Paying Agent so determine, it shall provide for the printing of definitive Notes (*Wertpapiere*) and the Coupons without cost to the Noteholders.

If printed, the definitive Notes (*Wertpapiere*) and the Coupons shall be executed by affixing thereon the facsimile signatures of two authorized officers of the Issuer. In the case definitive Notes (*Wertpapiere*) and the Coupons are delivered, the Permanent Global Note will immediately be cancelled by the Principal Paying Agent and the definitive Notes (*Wertpapiere*) and the Coupons shall be delivered to the Noteholders against cancellation of the Notes in the Noteholders' securities accounts.

As used herein:

"Regulation S" means Regulation S promulgated under the Securities Act;

"Noteholders" means the several persons who are for the time being bearers of the Notes save that, for so long as such Notes or any part thereof are represented by the Permanent Global Note, each person holding Notes in a securities account (*Effektenkonto*) in their own name or, in the case of an intermediary (*Verwahrungsstellen*), the intermediary holding such Notes for their own account in a securities account (*Effektenkonto*) which is in their name shall be deemed to be the holder of such principal amount of such Notes (and the holder of the relevant Permanent Global Note shall be deemed not to be the holder) for all purposes of these presents other than with respect to the payment of principal or interest on such principal amount of such Notes, the rights to which shall be vested, as against the Issuer and the Trustee, solely in the Intermediary and for which purpose the Intermediary shall be deemed to be the holder of such principal amount of such Notes in accordance with and subject to its terms and the provisions of these Condition and Trust Deed; and the words holder and holders and related expressions shall (where appropriate) be construed accordingly.

"Securities Act" means the United States Securities Act of 1933, as amended;

(b) *Title*

Each Noteholder shall have a quotal co-ownership interest (*Miteigentumsanteil*) in the Permanent Global Note to the extent of his claim against the Issuer, provided that for so long as the Permanent Global Note remains deposited with the Intermediary the co-ownership interest shall be suspended and the Notes may only be transferred by the entry of the transferred Notes in a securities account of the transferee.

The records of the Intermediary will determine the number of Notes held through each participant in that Intermediary.

Title to the definitive Notes and to the Coupons will pass by delivery.

(c) *Holder Absolute Owner*

Subject as provided in paragraph (a) above, the Issuer, the Guarantors and any Paying Agents may (to the fullest extent permitted by applicable laws) deem and treat the bearer of any Note or Coupon as the absolute owner for all purposes (whether or not the Note or Coupon shall be overdue and notwithstanding any notice of ownership or writing on the Note or Coupon or any notice of previous loss or theft of the Note or Coupon).

2. *Status*

(a) *Status of the Notes*

The Notes and the Coupons constitute direct, general, unconditional, unsubordinated and (subject to Condition 3 (*Negative Pledge*)) unsecured obligations of the Issuer and rank and will rank *pari passu* among themselves and at least *pari passu* in right of payment with all other present and future unsubordinated and unsecured obligations of the Issuer, save only for such obligations as may be preferred by mandatory provisions of applicable law.

(b) *Status of the Guarantee*

Pursuant to the Guarantee, each Guarantor has unconditionally and irrevocably guaranteed and each of the Additional Guarantors (as defined below) will unconditionally and irrevocably guarantee (or, in the case of a Person becoming a Guarantor pursuant to the provisions of Condition 4 (*Limitations on Changes in Business and Disposals of Assets*), will unconditionally and irrevocably guarantee) on a joint and several basis, the due and punctual payment of all sums from time to time payable by the Issuer in respect of the Notes and the Trust Deed. The obligations of each Guarantor under the Guarantee constitute (or, in the case of any Additional Guarantor or any Person becoming a Guarantor as provided above, will constitute) direct, general, unconditional, unsubordinated and (subject to Condition 3 (*Negative Pledge*)) unsecured obligations of each Guarantor, which rank and will rank at least *pari passu* in right of payment with all other present and future unsubordinated and unsecured obligations of each Guarantor, save only for such obligations as may be preferred by mandatory provisions of applicable law.

Each Guarantor has undertaken (or, in the case of any Additional Guarantor or any Person becoming a Guarantor as provided above, will undertake) in the Trust Deed that, so long as any of the Notes remain outstanding (as defined in the Trust Deed), it will not take any action for the liquidation or winding-up of the Issuer and will procure that sufficient funds are at all times made available to the Issuer to enable it to meet its liabilities as and when they fall due.

3. **Negative Pledge**

(a) *Negative Pledge of the Issuer*

So long as any Note remains outstanding (as defined in the Trust Deed), the Issuer shall not, and shall not permit any Material Subsidiary (as defined below) to, create, incur, assume or permit to arise or subsist any Security Interest (other than a Permitted Security Interest) upon the whole or any part of their respective undertakings, assets or revenues, present or future, to secure any Financial Indebtedness of the Issuer, any Material Subsidiary or any other Person, or any Indebtedness Guarantee in respect thereof, unless, at the same time or prior thereto, the Issuer's obligations under the Notes and the Coupons and the Trust Deed are secured, to the satisfaction of the Trustee, equally and rateably therewith or have the benefit of such other arrangement as may be approved by an Extraordinary Resolution (as defined in the Trust Deed) of Noteholders or as the Trustee in its discretion shall deem to be not materially less beneficial to the Noteholders.

(b) *Negative Pledge of each Guarantor*

So long as any Note remains outstanding (as defined in the Trust Deed), each Guarantor shall not, and shall not permit any Material Subsidiary (as defined below) to, create, incur, assume or permit to arise or subsist any Security Interest (other than a Permitted Security Interest) upon the whole or any part of their respective undertakings, assets or revenues, present or future, to secure any Financial Indebtedness of any Guarantor, any Material Subsidiary or any other Person, or any Indebtedness Guarantee in respect thereof, unless, at the same time or prior thereto, the relevant Guarantor's obligations under the Trust Deed (including, in particular, but without limitation, the Guarantee) are secured, to the satisfaction of the Trustee, equally and rateably therewith or have the benefit of such other arrangement as may be approved by an Extraordinary Resolution of Noteholders or as the Trustee in its discretion shall deem to be not materially less beneficial to the Noteholders.

(c) *Certain Definitions*

For the purposes of these Conditions:

"Consolidated EBITDA" means, in relation to any year and without double counting, the net profit of the Issuer and the Consolidated Subsidiaries for such period (i) before deducting any depreciation or amortisation, (ii) before deducting income tax or withholding tax (in each case whether current or deferred) and their equivalents in any relevant jurisdiction or any other tax on income or gains, (iii) before taking into account interest and other amounts in the nature of interest treated under IFRS as or in a like manner to interest accrued in respect of Financial Indebtedness as an obligation of or owed to the Issuer or any Consolidated Subsidiary, in each case whether or not paid, deferred or capitalised during such period, (iv) after deducting any gain over book value and after adding back any loss on book value arising on the sale, lease or

other disposal of property, plant and equipment by the Issuer or any Consolidated Subsidiary during such period and any gain or loss arising on revaluation of property, plant and equipment during such period which has been reflected in the Issuer's consolidated statement of income and (v) after deducting any gains and adding any losses attributable to the foreign currency exchange differences applicable to the Issuer or any Consolidated Subsidiary.

"Consolidated Subsidiaries" means, at any time, those Subsidiaries of the Issuer that are consolidated in the most recent consolidated audited accounts of the Issuer prepared in accordance with IFRS.

"Financial Indebtedness" means any Indebtedness of any Person for or in respect of (i) Indebtedness for Borrowed Money, (ii) documentary credit facilities or (iii) bonds, standby letters of credit or other similar instruments issued in connection with the performance of contracts and Indebtedness Guarantees in respect of any of the foregoing Indebtedness.

"IFRS" means international financial reporting standards within the meaning of the IAS Regulation 1606/2002, as in effect from time to time.

"Indebtedness" means any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent.

"Indebtedness for Borrowed Money" means any Indebtedness for or in respect of (i) moneys borrowed, (ii) amounts raised by acceptance under any acceptance credit facility, (iii) amounts raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or similar instruments, (iv) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with IFRS, be treated as finance or capital leases, (v) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred primarily as a means of raising finance or financing the acquisition of the relevant asset or service, (vi) amounts raised under any other transaction (including any forward sale or purchase agreement and the sale of receivables on a "with recourse" basis) having the commercial effect of a borrowing and (vii) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account).

"Indebtedness Guarantee" means in relation to any Indebtedness of any Person, any obligation of another Person to pay such Indebtedness including (without limitation) (i) any obligation to purchase such Indebtedness, (ii) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Indebtedness, (iii) any indemnity against the consequences of a default in the payment of such Indebtedness and (iv) any other agreement to be responsible for such Indebtedness.

"Material Subsidiary" means, at any given time, any Subsidiary of the Issuer (including each of the Guarantors) whose gross assets, gross revenues or pre tax profits attributable to the Issuer represent 10.0% or more of the consolidated gross assets, consolidated gross revenues or pre tax profits, as the case may be, of the Issuer and the Consolidated Subsidiaries; whether or not a Subsidiary is a Material Subsidiary shall be established in the first instance by an annual certificate of the Issuer delivered to the Trustee stating which of its Subsidiaries are Material Subsidiaries and, for the avoidance of doubt, a Subsidiary of the Issuer may become, or cease to be, a Material Subsidiary as a result of an amalgamation, reorganisation or restructuring (but without prejudice to any restrictions on amalgamation, reorganisation or restructuring under these Conditions), in which event calculations shall be made as if the financial statements for such Subsidiary had been drawn up immediately after such amalgamation, reorganisation or restructuring and such financial statements formed the basis of the relevant calculation and, in addition, a certificate provided by the Issuer that in the Issuer's management's opinion a Subsidiary of the Issuer is or is not or was or was not at any particular time or throughout any period a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on all parties and the Trustee shall be entitled to rely upon any such certificate prepared by the Issuer and shall not be responsible for any loss occasioned by acting or not acting on any such certificate.

"Permitted Security Interest" means any Security Interest: (a) granted in favour of the Issuer or any Guarantor by any Material Subsidiary to secure Financial Indebtedness owed by such Material Subsidiary to the Issuer or such Guarantor, as the case may be; (b) being liens or rights of set off arising by operation of law and in the ordinary course of business, including, without limitation, any rights of set off with respect to demand or time deposits maintained with financial institutions and bankers' liens with respect to property of the Issuer, any Guarantor or any Material Subsidiary held by financial institutions; (c) granted upon or with regard to any property or assets to secure the purchase price thereof or the cost of construction, improvement or repair of all or any part of such property or assets or to secure Financial Indebtedness incurred solely for the purpose of financing the acquisition, construction, improvement or repair of all or any part of such property or assets and transactional expenses related thereto (so long as such Security Interest was not created in contemplation thereof), provided that the maximum amount of Financial Indebtedness thereafter secured by such Security Interest does not exceed the purchase price or cost of construction, improvement or repair of such property or assets (including transactional expenses) or the Financial Indebtedness incurred solely for the purpose of financing the acquisition, construction, improvement or repair of such property or assets; (d) on or relating to any property or assets hereafter acquired by the Issuer, or any Guarantor or any Material Subsidiary and existing on the date of acquisition (so long as such Security Interest was not created in contemplation of the acquisition of such property or assets); (e) on or over goods or related documents of title arising or created in the ordinary course of business as security only for Financial Indebtedness under export credit or trade finance facilities relating to those goods or documents of title; (f) granted upon or with regard to any property or assets of the Issuer, any Guarantor or any Material Subsidiary to secure Financial Indebtedness incurred in connection with any securitisation relating to such property or assets, provided that the revenues attributable to property or assets subject to any such Security Interest are less than in aggregate 25.0% of Consolidated EBITDA in the most recent financial year for which the Issuer has audited consolidated financial statements prepared in accordance with IFRS; (g) in respect of any interest rate swap, option, cap, collar or floor agreement or any foreign currency swap agreement or other similar agreement or arrangement designed to protect the Issuer, any Guarantor or any Material Subsidiary against fluctuations in interest or foreign currency rates; (h) not covered by any of the provisions under paragraphs (a) to (g) above (inclusive) of this definition of Permitted Security Interest which secures Financial Indebtedness with an aggregate principal amount at any time not exceeding the greater of U.S.\$15,000,000 and 15.0% of Consolidated EBITDA in the most recent financial year for which the Issuer has audited consolidated financial statements prepared in accordance with IFRS, or the equivalent in other currencies; or (i) arising out of the refinancing, extension, renewal or refunding of any Financial Indebtedness secured by a Security Interest permitted by any of the above exceptions, provided that the Financial Indebtedness thereafter secured by such Security Interest does not exceed the amount of the original Financial Indebtedness and such Security Interest is not extended to cover any property not previously subject to such Security Interest.

"Security Interest" means a mortgage, charge, pledge, lien security interest or other encumbrance of any kind whatsoever securing any obligation of any Person or any other type of preferential arrangement having a similar effect over any assets or revenues of such Person.

"Subsidiary" means, in relation to any Person (the "first Person") at a given time, any other Person (the "second Person") (i) whose affairs and policies the first Person directly or indirectly Controls or (ii) as to whom the first Person owns directly or indirectly more than 50% of the capital, voting stock or other right of ownership and "Control", as used in these Conditions, means the power to direct the management and the policies of the relevant Person, whether through the ownership of share capital, by contract or otherwise, "Controlled" being construed accordingly.

4. **Limitations on Changes in Business and Disposals of Assets**

(a) *Limitation on Changes in Business*

The Issuer shall procure that the business of the Issuer and its Subsidiaries shall comprise at a minimum the business of owning and operating Kazakhstan's national railway network and the infrastructure relating thereto and of providing, either by itself or its Subsidiaries or by the

procurement of the relevant services from third parties, of all relevant network services in relation thereto.

(b) *Limitations on Disposals*

For so long as any Note remains outstanding, except as permitted by Condition 5 (*Limitations on Merger or Consolidation*), neither the Issuer nor any Guarantor will, and the Issuer will procure that any Material Subsidiary will not, either in a single transaction or in a series of transactions, whether related or not and whether voluntarily or involuntarily, sell, assign, convey, transfer, grant or otherwise dispose of all or any of its or their assets or property to any Person, except as follows:

- (i) disposals of Core Assets (otherwise than under paragraph (iii) or (v) below) to the Issuer or a Subsidiary of the Issuer (each, a "Transferee Subsidiary") or to an Eligible Transferee, provided, however, that (A) after giving effect to such disposal and any related transactions, the Transferee Subsidiary (in the case of a disposal to a Transferee Subsidiary) remains a Subsidiary of the Issuer and (in the case of a disposal to either a Transferee Subsidiary or an Eligible Transferee) no Event of Default (as defined in Condition 11 (*Events of Default*)) nor any event which, with the giving of notice or lapse of time or the satisfaction of any other condition, would be an Event of Default has occurred and is continuing and (B) in the case of a Transferee Subsidiary, if either (X) the relevant Transferee Subsidiary is, or after giving effect to such disposal will become, a Material Subsidiary or (Y) in case such Transferee Subsidiary is not a Guarantor, after giving pro forma effect to such disposal as if such disposal occurred on 1 January of the last Fiscal Year, the Issuer and the Guarantors would not have been in compliance with the Guarantor Threshold Test in Condition 6 as of 31 December of the last Fiscal Year, then such Transferee Subsidiary or, in the case of a transfer to an Eligible Transferee, such Eligible Transferee, will become an Additional Guarantor in accordance with the terms of Condition 6 (*Additional Guarantors*); or
- (ii) disposals of assets, other than Core Assets;
- (iii) disposals of Core Assets which are obsolete, redundant or surplus and not necessary for the operation of the Issuer's or the relevant Guarantor's business;
- (iv) disposals of other Core Assets provided that the aggregate value of all such other Core Assets disposed of since 31 December 2013 does not exceed at any time 15% of the value of property, plant and equipment as shown in the Issuer's then most recent audited consolidated financial statements prepared in accordance with IFRS; or
- (v) disposals which are Permitted Disposals.

(c) *Defined Terms*

For the purposes of these Conditions:

"Core Assets" means (i) the mainline railway network, (ii) the locomotives and cargo wagons now owned or hereafter acquired by Lokomotiv or Kaztemirtrans, as the case may be, and (iii) ownership interests in any Person owning or controlling directly or indirectly, Core Assets referred to in (i) or (ii) of this definition;

"Eligible Transferee" means any Person which is not a Subsidiary of the Issuer but is engaged in business in the railway transportation sector in Kazakhstan and is controlled by the Government of Kazakhstan;

"Group" means the Issuer and its consolidated subsidiaries, collectively;

"mainline railway network" means the mainline railway infrastructure of the Republic of Kazakhstan that consists of main tracks and station tracks as well as objects of power supply, signalling, communications, devices, equipment, buildings and other objects, technologically necessary for its operation;

"maintenance" includes the detection and rectification of any faults;

"network services" means services of providing mainline railway network in exploitation and operation of rolling stock traffic;

"Permitted Disposal" means a disposal by the Issuer on arm's length commercial terms of up to a 49 per cent. interest in Kaztemirtans provided that Kaztemirtans remains a consolidated subsidiary of the Group ; and

"track" means land or other property comprising the permanent way of any railway, together with the ballast, sleepers and metals laid thereon and overhead power lines related thereto, whether or not the land or other property is also used for other purposes, along with crossings, bridges, viaducts, tunnels, culverts, retaining walls or other structures used or to be used for the support, or otherwise in connection with, track and any walls, fences or other structures bounding the railway or bounding any adjacent or adjoining property.

5. **Limitations on Merger or Consolidation**

(a) *Limitations on the Issuer and each Guarantor*

Neither the Issuer nor any of the Guarantors shall, except as approved by an Extraordinary Resolution, consolidate with or merge into any Person other than the Issuer or a Guarantor unless:

- (i) the Person formed by the consolidation or into which the Issuer or the relevant Guarantor, as the case may be, is merged (the "Successor Company") agrees to assume, by a trust deed supplemental to the Trust Deed in form and substance satisfactory to the Trustee, the obligation to make due and punctual payment of all amounts payable under the Notes and the Guarantee (as the case may be) and all other obligations of the Issuer or the relevant Guarantor (as the case may be) under the Notes and the Trust Deed (including the Guarantee);
- (ii) immediately after giving effect to the transaction, no Event of Default will have occurred and be continuing;
- (iii) the Issuer or the relevant Guarantor, as the case may be, has delivered to the Trustee (A) a certificate, of the managing director, or vice president or other senior representative acting on the basis of a power of attorney issued by the Issuer or such Guarantor (each, an "Authorised Signatory") stating that the consolidation or merger complies with this Condition 5 and that all requirements set forth herein relating to the transaction have been complied with and (B) an opinion of independent legal advisers of recognised standing in form and substance satisfactory to the Trustee that the Successor Company has validly assumed the obligations to be assumed by it pursuant to Condition 5(a)(i) and that the Trust Deed (including the Guarantee) and the Notes constitute legal, valid, binding and enforceable obligations of the Successor Company, and the Trustee shall be entitled to rely upon any such certificate or opinion and shall not be responsible for any loss occasioned by acting (or not acting) on any such certificate or opinion, as the case may be; and
- (iv) the Successor Company expressly agrees, subject to Condition 10 (*Taxation*), (A) to pay such Additional Amounts (as defined in Condition 10) as may be necessary in order that the net amounts received by each Noteholder shall, after any deduction or withholding of Taxes and any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed or levied by or on behalf of, or within any political subdivision of, or any authority having power to tax in the jurisdiction in which the Successor Company is incorporated or is engaged in business, equal the amounts that would have been received by such Noteholder in respect of the Notes held by it in the absence of the consolidation or merger and (B) to indemnify and hold harmless each holder of a Note from and against, and reimburse each such holder for, the amount of any Taxes withheld or deducted from, or paid by such holder in respect of payments made under or with respect to the Notes or the Trust Deed in circumstances where the said obligation to pay Additional Amounts is or may have become illegal, unenforceable or otherwise invalid.

In any such case, the Trustee shall be obliged to agree to any substitution of any such Successor Company as the principal obligor under the Notes, the Trust Deed and the Agency Agreement or as the case may be, as Guarantor of the Issuer's payment obligations under the Trust Deed and the Notes, and to the assumption by such Successor Company of the obligations of the Issuer or as the case may be of the relevant Guarantor under the Notes, the Trust Deed and the Agency Agreement, subject to compliance by the Issuer, the Guarantor(s) and/or such Successor Company with paragraphs (i) to (iii) above and shall not be liable to the Noteholders or any other person if it does so.

(b) *Effect of Consolidation or Merger*

Upon any consolidation, merger, conveyance or transfer in accordance with this Condition 5 the Successor Company shall succeed to and be substituted for, may exercise every right and power of, and shall be bound by every obligation of, the Issuer or the relevant Guarantor, as the case may be, under the Notes and the Trust Deed (including, in the case of a Guarantor, the Guarantee) with the same effect as if the Successor Company had been named as the Issuer or a Guarantor, as the case may be.

6. **Additional Guarantors**

The Issuer and each Guarantor shall ensure that on the Issue Date and as at the end of each of the Issuer's fiscal years beginning with the fiscal year ending 31 December 2014 (each, a "Fiscal Year"), the aggregate combined total assets and total revenue of the Issuer and the Guarantors (determined separately and calculated on a stand-alone non-consolidated basis for each entity and without double counting (for the avoidance of doubt, all intra-group items and investments in Subsidiaries by the Issuer or a Guarantor, as the case may be, or any of their Subsidiaries shall be excluded) (such calculation, a "Combined Unconsolidated Basis")) for the most recently ended Fiscal Year shall equal or exceed (the "Guarantor Threshold Test") 85.0% of the aggregate combined total assets and total revenue, respectively, of the Issuer and its Subsidiaries (determined on a consolidated basis), by causing one or more of its Subsidiaries that are not Guarantors to become Guarantors (each, an "Additional Guarantor") in accordance with the terms of these Conditions to the extent necessary to ensure the foregoing thresholds are met. Such Guarantor Threshold Test shall be tested following each annual audit of the Issuer using financial information prepared in accordance with IFRS.

The Issuer and each Guarantor shall procure that any Subsidiary, Transferee Subsidiary or Eligible Transferee that needs to become an Additional Guarantor pursuant to these Conditions shall execute a supplemental trust deed and a supplemental paying agency agreement in a form specified by the Trustee, subject to the Trustee having been provided with such information as it may require in relation to any proposed Additional Guarantor prior to any supplemental trust deed or supplemental paying agency agreement being executed (the "Additional Guarantee Agreements"). The Issuer and each Guarantor shall give not less than 30 days' notice to the Trustee and the Noteholders in accordance with Condition 15 (Notices) of the addition of each Additional Guarantor and, so long as the Notes are listed on the SIX Swiss Exchange and/or any other stock exchange on which the Notes may be listed or quoted from time to time, shall comply with applicable rules of the SIX Swiss Exchange and/or such other exchange. The accession of the Additional Guarantors pursuant to this Condition 6 shall be conditional upon receipt by the Trustee of legal opinion(s), in form and substance satisfactory to the Trustee, of independent legal counsel of recognised standing as to the enforceability of the guarantee under the Additional Guarantee Agreements from such Additional Guarantor and as to any limitations as referred to in (i) and (ii) below. The Trustee shall be entitled to accept the legal opinion referred to above without further enquiry or liability to any Person as sufficient evidence of the matters contained therein.

The obligations of each Additional Guarantor will be limited under relevant laws applicable to such Additional Guarantor to the extent that the granting of the relevant Guarantee would:

- (i) not be consistent with corporate benefit, capital preservation, financial assistance or fraudulent conveyance rules or any other general statutory laws or regulations (or analogous restrictions) of any applicable jurisdiction; or

- (ii) cause the directors of such Additional Guarantor to contravene their fiduciary duties, to incur civil or criminal liability or to contravene any legal prohibition.

The Trustee shall be obliged to execute the Additional Guarantee Agreements with any such limitations to the relevant Guarantee subject to compliance by the Issuer and each Guarantor with the applicable rules of the SIX Swiss Exchange and/or such other exchange and receipt of the legal opinion(s) referred to above.

The guarantee of a Guarantor will be released automatically and without further action on the part of any Noteholder or the Trustee:

- (iii) in connection with any sale, assignment, transfer, conveyance or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger, consolidation, amalgamation, combination, transfer or conveyance of substantially all of its assets to, or liquidation into), provided that the sale or other disposition does not breach Condition 4 (*Limitations on Changes in Business and Disposals of Assets*) and Condition 5 (*Limitations on Merger or Consolidation*); or
- (iv) in connection with any sale or other disposition of Capital Stock of that Guarantor, provided that the sale or other disposition does not breach Condition 4 (*Limitations on Changes in Business and Disposals of Assets*) and Condition 5 (*Limitations on Merger or Consolidation*)

provided that, (A) the release of such Guarantor or (B) the release and simultaneous replacement of such Guarantor with one or more Additional Guarantors in accordance with (iii) or (iv) above is in compliance with this Condition 6 (*Additional Guarantors*).

The Issuer shall promptly notify the Trustee and the Noteholders in accordance with Condition 15 (*Notices*) of the release of any Guarantor.

7. Interest

(a) *Interest Payment Dates*

The Notes bear interest from (and including) 20 June 2014 (the "Issue Date") to (but excluding) the Final Redemption Date (as defined in Condition 8 (*Redemption, Purchase and Cancellation*)) at the rate of 3.638% per annum, payable annually in arrear on 20 June in each year commencing on 20 June 2015 (each, an "Interest Payment Date"), subject as provided in Condition 9 (*Payments*). Each period beginning on (and including) the Issue Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date is herein called an "Interest Period".

(b) *Cessation of Interest*

Each Note will cease to bear interest from the Final Redemption Date unless payment of principal is improperly withheld or refused. In such event, it will continue to bear interest at such rate (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant holder and (ii) the day which is seven days after the Trustee or the Principal Paying Agent has notified Noteholders of receipt of all sums due in respect of the Notes up to that seventh day (except to the extent that there is any subsequent default in payment).

(c) *Day-Count Fraction*

If interest is required to be calculated for any period other than an Interest Period, it will be calculated on the basis of a year of 360 days consisting of 12 months of 30 days each and, in the case of an incomplete month, the actual number of days elapsed.

8. Redemption, Purchase and Cancellation

(a) *Final Redemption*

Unless previously redeemed or purchased and cancelled, the Notes will be redeemed at their principal amount on 20 June 2022 (the "Final Redemption Date"), subject as provided in Condition 9 (*Payments*).

(b) *Redemption for Tax Reasons*

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable) at their principal amount, together with interest accrued to the date fixed for redemption and any Additional Amounts (as defined in Condition 10) then payable, if (i) the Issuer satisfies the Trustee immediately prior to the giving of such notice that it has or will become obliged to pay Additional Amounts as provided or referred to in Condition 10 (*Taxation*) as a result of any change in, or amendment of, the laws, treaties or regulations of the Republic of Kazakhstan or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, treaties or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after 17 June 2014, and such obligation cannot be avoided by the Issuer taking reasonable measures available to it or (ii) the Issuer satisfies the Trustee immediately prior to the giving of such notice that a Guarantor has or (if a demand was made under the Guarantee) would become obliged to pay Additional Amounts as provided or referred to in Condition 10 (*Taxation*) or the Guarantee, as the case may be, as a result of any change in, or amendment to, the laws, treaties or regulations of the Republic of Kazakhstan or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, treaties or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after 17 June 2014, and such obligation cannot be avoided by the relevant Guarantor, taking reasonable measures available to it; provided, however, that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer, or such Guarantor, as the case may be, would be obliged to pay such Additional Amounts (as defined in Condition 10) or make such withholding or deduction. Prior to the publication of any notice of redemption pursuant to this Condition 8(b), the Issuer shall deliver or procure that there is delivered to the Trustee a certificate signed by an Authorised Signatory stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and an opinion of independent legal advisers of recognised standing in form and substance satisfactory to the Trustee to the effect that the Issuer or (as the case may be) the relevant Guarantor, has or will become obliged to pay such Additional Amounts to make such withholding or deduction as a result of such change or amendment. The Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out above in which event such certificate and opinion shall be conclusive and binding on the Noteholders. Upon the expiry of any such notice as is referred to in this Condition 8(b), the Issuer shall be bound to redeem the Notes in accordance with this Condition 8(b).

(c) *Redemption at the option of the Noteholders*

Following the occurrence of a Relevant Event, the Issuer will, give notice in accordance with Condition 15 (*Notices*) within 30 days of such Relevant Event, with a copy to the Trustee, at the option of the holder of any Note, redeem such Note on the sixtieth day after notice thereof has been given by the Issuer to the Noteholders (the "Put Settlement Date") (with a copy to the Trustee) at 101% of its principal amount together with interest accrued to the Put Settlement Date.

In order to exercise the option contained in this Condition 8(c) the holder of a Note must, not less than 15 days before the Put Settlement date, deposit with the Principal Paying Agent the relevant Note and a duly completed put option notice (a "Put Option Notice") in the form obtainable from the Principal Paying Agent specifying the principal amount of the Notes in respect of which such option is exercised and in which the holder must specify a bank account to which payment is to be made under this Condition accompanied by this Note or evidence satisfactory to the Principal Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control. No Note, once deposited or so held with a duly completed Put Option Notice in accordance with this Condition 8(c) may be

withdrawn; provided, however, that if, prior to the Put Settlement Date, any such Note becomes immediately due and payable or, upon due presentation of any such Note on the Put Settlement Date, payment of the redemption moneys is improperly withheld or refused, such Note shall, without prejudice to the exercise of the relevant option, be returned to the holder or cease to be so held. Neither the Trustee nor the Principal Paying Agent shall be required to take any steps to ascertain whether a Relevant Event or any event which could lead to a Relevant Event has occurred or may occur and will not be responsible or liable to the holder of any Note for any loss arising from any failure by it to do so.

“Relevant Event” means the Issuer ceasing to be Controlled by the Government of the Republic of Kazakhstan or any Guarantor ceasing to be a Subsidiary of the Issuer or otherwise Controlled by the Government of Kazakhstan.

(d) *Redemption by the Issuer following a partial redemption of the Notes at the option of Noteholders*

If 85% or more of the aggregate principal amount of the Notes originally issued shall have been redeemed on the Put Settlement Date in accordance with the provisions of Condition 8(c), the Issuer shall, within 90 days of the Put Settlement Date, having given not less than 30 or more than 60 days' notice to the Noteholders in accordance with Condition 15 (*Notices*) (which notice shall be irrevocable) (with a copy to the Trustee), redeem on the expiry date of such notice all (but not some only) of the Notes at their principal amount together with interest accrued to but excluding the date of such redemption.

(e) *No other redemption*

The Issuer shall not be entitled to redeem the Notes otherwise than as provided in this Condition 8.

(f) *Purchase*

The Issuer or any Guarantor, or any Person acting on behalf of the Issuer or any Guarantor, may at any time purchase or procure others to purchase for its account Notes provided that all unmatured Coupons appertaining to the Notes are purchased with the Notes, at any price, in the open market or otherwise. Notes so purchased may be held or resold (provided that such resale is outside the United States as defined in Regulation S under the Securities Act). Any Notes so purchased, while held by or on behalf of the Issuer or a Guarantor, or any Person acting on behalf of the Issuer or a Guarantor, shall not entitle the holder to vote at any meeting of Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of Noteholders.

(g) *Cancellation*

All Notes redeemed, or purchased and surrendered for cancellation as aforesaid, will be cancelled, together with all relative unmatured Coupons attached to the Notes or surrendered with the Notes, forthwith and may not be re-issued or re-sold.

Cancellation of any Note represented by the Permanent Global Note will be effected by reduction in the principal amount of the Permanent Global Note. Such reduction shall be effected by recording by the Intermediary in electronic book-entry form in accordance with its customary procedures, where upon the principal amount hereof shall be reduced for all purposes by the amount so cancelled and endorsed or, as the case may be, recorded.

9. **Payments**

(a) *Principal and interest*

Payment of principal and/or interest under the Notes represented by the Permanent Global Note shall be made, in freely disposable Swiss francs through the Principal Paying Agent to the Intermediary for distribution to the Noteholders shown on the Record Date, without collection costs in Switzerland, without any restrictions and whatever the circumstances may be, irrespective of nationality, domicile or residence of the Noteholders and without requiring any certification, affidavit or the fulfilment of any formality. None of the Issuer or any Paying

Agent will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Permanent Global Note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. As used herein, "Record Date" means the business day before due date for the relevant payment.

Payment of principal and/or interest under the Notes in definitive form shall be made, in freely disposable Swiss francs at the offices of the Principal Paying Agent or any other Paying Agent upon presentation of such Note in definitive form (in the case of principal) and on presentation and surrender (or in the case of part payment only, endorsement) of the relevant Coupon. Such payments will be made by credit or transfer and surrender (or in the case of part payment only, endorsement) to an account in Swiss francs maintained by the payee.

If the due date for payment of interest or principal is not a Business Day, a Noteholder shall not be entitled to payment of the amount due until the next following Business Day and shall not be entitled to any further interest or other payment in respect of any such delay.

(b) *Agents*

The names of the initial Paying Agents and their initial specified offices are set forth below:

Principal Paying Agent: Credit Suisse AG
Paradeplatz 8
CH-8001 Zurich
Switzerland

Additional Paying Agent: UBS AG
Bahnhofstrasse 45
CH-8001 Zurich
Switzerland

The Issuer and the Guarantors reserve the right under the Agency Agreement by giving to the Principal Paying Agent and any other Paying Agent concerned at least 60 days' prior written notice, which notice shall expire at least 30 days before or after any due date for payment in respect of the Notes and subject to the prior written consent of the Trustee, to remove any Paying Agent, and to appoint successor or additional Paying Agents, provided that it will at all times maintain a Principal Paying Agent with a specified office in Switzerland.

Notice of such removal or appointment and of any change in the specified office of any Paying Agent will be given to Noteholders in accordance with Condition 15 (*Notices*) as soon as practicable.

(c) *Payments subject to Fiscal Laws*

All payments of principal and interest in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 10 (*Taxation*). No commissions or expenses shall be charged to the Noteholders in respect of such payments.

(d) *Business Days*

In this Condition, "Business Day" means any day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Zurich, Almaty and London.

(e) *Missing Unmatured Coupons*

Upon the date on which any Note becomes due and repayable, all unmatured Coupons appertaining to the Note (whether or not attached) shall become void and no payment shall be made in respect of such Coupons.

10. **Taxation**

All payments of principal and interest in respect of the Notes (including payments by a Guarantor under the Guarantee or otherwise under the Trust Deed) shall be made free and clear of, and without deduction or withholding for, any taxes, duties, assessments, or governmental charges imposed, levied, collected, withheld or assessed by the Republic of Kazakhstan or any political subdivision or any authority thereof or therein having the power to tax (collectively "Taxes"), unless such withholding or deduction is required by law. In such event, the Issuer or (as the case may be) the relevant Guarantor will, subject to certain exceptions and limitations set forth below, pay such additional amounts ("Additional Amounts") to the holder of any Note or Coupons as may be necessary in order that every net payment of the principal of and interest on such Note or Coupon, after withholding for or on account of such Taxes upon or as a result of such payment will not be less than the amount provided for in such Note to be then due and payable. Notwithstanding the foregoing, neither the Issuer nor any Guarantor will be required to make any payment of Additional Amounts (a) to any such holder for or on account of any such Taxes which would not have been so imposed but for (i) the existence of any present or former connection between such holder (or between a fiduciary, settlor, beneficiary, member or shareholder of such holder) and Kazakhstan (including but not limited to, citizenship, nationality residence, domicile, or existence of a business, a permanent establishment, a dependent agent, a place of business or a place of management present or deemed to be present within that jurisdiction) other than the mere holding of the Note or Coupon or (ii) the presentation by the holder of the relevant Note or interest coupon for payment on a date more than 30 days after the date (the "Relevant Date") which is the later of the date on which such payment became due and payable and the date on which payment thereof is duly provided for, except to the extent that the holder would have been entitled to Additional Amounts on presenting the same for payment on the last day of such 30-day period; (b) where the withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any European Union Directive on the taxation of savings or any law implementing or complying with, or introduced in order to conform to, such Directive or the agreements between the European Community and other countries or territories providing for measures equivalent to those laid down in the Directive including, but not limited to, the agreement between the European Union and Switzerland of 26 October 2004 and the EU Member States and any law or other governmental regulation implementing or complying with, or introduced in order to conform to, such agreements, or where such withholding or deduction is required to be made pursuant to any agreements between Switzerland and other countries on final withholding taxes and based on the Federal Act on International Tax Cooperation (*Bundesgesetz über die internationale Quellenbesteuerung*) which was adopted by the Swiss parliament during the summer session 2012 and entered into force on 20 December 2012 ("Tax Cooperation Agreement"), levied by Swiss paying agents in respect of persons resident in the other country on income of such person on Notes booked or deposited with a Swiss paying agent and any law or other governmental regulation implementing or complying with, or introduced in order to conform to, such Tax Cooperation Agreements; or (c) with respect to any payment on a Note or Coupon or under the Trust Deed to a holder who is a fiduciary or partnership or other than the sole beneficial owner of such payment to the extent such payment would be required to be included in the income for tax purposes of a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner who would not have been entitled to such Additional Amounts had such beneficiary, settlor, member or beneficial owner been the holder of the Note or Coupon.

In addition, if and to the extent that the obligations of the Issuer or a Guarantor, as the case may be, to pay Additional Amounts pursuant to this Condition 10 are or have become illegal, unenforceable or otherwise invalid, the Issuer and each Guarantor will indemnify and hold harmless each holder of a Note or Coupon from and against, and will, upon written request of a holder and presentation of reasonable supporting documentation, reimburse each such holder for, the amount of any Taxes withheld or deducted from, or paid by such holder in respect of, payments made under or with respect to the Notes or Coupons or the Trust Deed and which would not have been withheld, deducted or paid had the said obligations not been or become

illegal, unenforceable or otherwise invalid. Solely for purposes of these Conditions, any payment made pursuant to this paragraph shall be considered an Additional Amount.

If the Issuer or a Guarantor becomes generally subject at any time to any taxing jurisdiction other than or in addition to the Republic of Kazakhstan, references in these Conditions to the Republic of Kazakhstan shall be read and construed as a reference to the Republic of Kazakhstan and/or such other jurisdiction.

Any reference in these Conditions to principal, redemption amount and/or interest in respect of the Notes or Coupons shall be deemed also to include a reference to any Additional Amounts which may be payable under this Condition 10.

Notwithstanding anything to the contrary in this Condition 10, none of the Issuer, the Guarantor, the Trustee, any paying agent or any other person shall be required to pay any Additional Amounts with respect to any withholding or deduction imposed on or in respect of any Note or Coupon pursuant to sections 1471-1474 of the U.S. Internal Revenue Code of 1986, as amended ("FATCA"), the laws of the Republic of Kazakhstan implementing FATCA, or any agreement between the Issuer and the United States or any authority thereof entered into for FATCA purposes.

11. Events of Default

The Trustee at its discretion may, and if so requested in writing by the holders of not less than one-quarter in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution (subject in each case to being indemnified to its satisfaction) shall, by notice to the Issuer, declare the Notes to be, and whereupon they shall immediately become, due and repayable at their principal amount, together with accrued interest and all other amounts (including Additional Amounts), if any, then due and payable in respect thereof, if any of the following events (each an "Event of Default") occurs:

- (a) *Non-payment*: the Issuer or a Guarantor, as the case may be, fails to pay any principal or redemption amount in respect of any of the Notes when the same becomes due and payable, either at maturity, upon redemption, by declaration or otherwise, or the Issuer or a Guarantor, as the case may be, is in default with respect to the payment of interest on, or any other amounts, including Additional Amounts, due in respect of, any of the Notes and such default continues for a period of five Business Days; or
- (b) *Breach of other obligations*: the Issuer or any Guarantor is in default in the performance, or is otherwise in breach, of any covenant, obligation, undertaking or other agreement under the Notes, the Trust Deed (including, in the case of each Guarantor, under the Guarantee) or the Agency Agreement (other than a default or breach elsewhere specifically dealt with in this Condition 11) and such default or breach (which is, in the opinion of the Trustee, capable of remedy) is not remedied within 40 days (or such longer period as the Trustee may in its sole discretion determine) after notice thereof has been given to the Issuer by the Trustee and is, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders; or
- (c) *Cross-default*: (i) any Financial Indebtedness of the Issuer or any Guarantor or Material Subsidiary becomes or becomes capable of being declared due and payable prior to the due date for payment thereof by reason of default by the Issuer or the relevant Guarantor or Material Subsidiary thereunder or is not repaid at maturity as extended by any grace period applicable thereto or (ii) any Indebtedness Guarantee given by the Issuer or any Guarantor or Material Subsidiary is not honoured when due and called, provided that the aggregate principal amount of such Financial Indebtedness and the Financial Indebtedness covered by such Indebtedness Guarantee exceeds U.S.\$35,000,000 (or its equivalent in other currency); or
- (d) *Invalidity or Unenforceability*: (i) the validity of the Notes or the Trust Deed (including the Guarantee) is contested by the Issuer or any Guarantor or the Issuer or any Guarantor shall deny any of its obligations under the Notes, the Trust Deed (including the Guarantee) or the Agency Agreement (whether by a general suspension of payments or a moratorium on the payment of debt or otherwise), (ii) it

is or becomes (or the Trustee determines that it will become) unlawful for the Issuer or any Guarantor to perform or comply with all or any of its obligations set out in the Notes, the Trust Deed (including the Guarantee) or the Agency Agreement or (iii) all or any of the Issuer's or any Guarantor's obligations set out in the Notes, the Trust Deed (including the Guarantee) or the Agency Agreement shall be or become unenforceable or invalid; or

- (e) *Insolvency or Bankruptcy*: (i) a proceeding shall have been instituted or a decree or order shall have been entered for the appointment of a receiver, administrator, liquidator or other similar officer in any insolvency, rehabilitation, readjustment of debt, marshalling of assets and liabilities or similar arrangements involving the Issuer or any Guarantor or Material Subsidiary or all or, in the opinion of the Trustee, substantially all of any of their respective properties and such proceeding, decree or order shall not have been vacated or shall have remained in force undischarged or unstayed for a period of 60 days or (ii) the Issuer or any Guarantor or Material Subsidiary shall institute proceedings under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect to be adjudicated a bankrupt or shall consent to the filing of a bankruptcy, insolvency or similar proceeding against it or shall file a petition or answer or consent seeking reorganisation under any such law or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver, administrator or liquidator or trustee or assignee in bankruptcy or liquidation of it or in respect of its property or shall make an assignment for the benefit of its creditors or shall otherwise be unable or admit its inability to pay its debts generally as they become due or is (or could be deemed by law or a court to be) insolvent or bankrupt or commences proceedings with a view to the general adjustment of its Indebtedness; or
- (f) *Enforcement proceeding*: a distress, attachment, execution or other legal process is levied, enforced or sued out on or against a substantial part, in the opinion of the Trustee, of the property, assets or revenues of the Issuer or any Guarantor or Material Subsidiary and is not discharged or stayed within 60 days; or
- (g) *Security enforced*: any Security Interest, present or future, created or assumed by the Issuer or any Guarantor or Material Subsidiary becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, manager or other similar Person) and the aggregate amount secured by any such Security Interests so enforced exceeds U.S.\$50,000,000 (or its equivalent in any other currency); or
- (h) *Judgments*: a final judgment or judgments for the payment of money have been entered by a court or courts of competent jurisdiction against the Issuer or any Guarantor or Material Subsidiary and remain undischarged for a period of at least 60 days without stay of execution of the relevant judgment or judgments during the period and the aggregate amount of all such judgments at any time outstanding (to the extent not paid or to be paid by insurance) exceeds U.S.\$35,000,000 or the equivalent in any other currency (for this purpose, any deductibles, self-insurance or retention shall not be treated as covered by insurance); or
- (i) *Winding-Up*: an order is made or an effective resolution passed for the winding-up or dissolution of the Issuer or any Guarantor or Material Subsidiary or the Issuer or any Guarantor or Material Subsidiary ceases to carry on all or, in the opinion of the Trustee, a material part, of its business or operations, except for the purpose of and followed by a merger or consolidation which is permitted by Condition 5 (*Limitations on Merger or Consolidation*) or on terms approved by the Trustee or by an Extraordinary Resolution of the Noteholders; or
- (j) *Analogous events*: any event occurs, which, under the laws of the Republic of Kazakhstan, has an analogous effect to any of the events referred to in paragraphs (e) to (i) above; or
- (k) *Authorisations and consents*: any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration, the entering into of all necessary agreements

or other documents and the compliance in all material respects (in the opinion of the Trustee) with any applicable laws or regulations (including any foreign exchange rules or regulations pertaining to the Issuer's or any Guarantor's ability to make payments in respect of the Notes or otherwise under the Guarantee or the Trust Deed) of any governmental or other regulatory authority) which is at any time required to be taken, fulfilled or done in order (i) to enable the Issuer or any Guarantor lawfully to enter into, exercise its rights and perform and comply with its obligations under the Notes and the Trust Deed (including the Guarantee) or (ii) to ensure that those obligations are legally binding and enforceable is not done, lapses and is not renewed or is cancelled or otherwise ceases to be maintained in full force and effect; or

- (l) *Maintenance of business*: the Issuer, any Guarantor or Material Subsidiary fails to take any action as is required of it under applicable regulations in the Republic of Kazakhstan to maintain in effect any material rights, privileges, titles to property, franchises and the like necessary or desirable in the normal conduct of its business, activities or operations and such failure is not remedied within 30 days (or such longer period as the Trustee may in its sole discretion determine) after notice thereof has been given to the Issuer and is materially prejudicial (in the opinion of the Trustee) to the interests of the Noteholders; or
- (m) *Government Intervention*: (i) all or, in the opinion of the Trustee, a substantial part of the undertaking, assets and revenues of the Issuer or any Guarantor or Material Subsidiary is condemned, seized or otherwise appropriated or (ii) the Issuer or any Guarantor or Material Subsidiary is prevented from exercising normal control over all or a substantial part of its undertaking, assets and revenues.

12. Prescription

Claims in respect of principal of and interest or other amounts (including Additional Amounts) payable under the Notes and Coupons (whether in definitive form or represented by the Permanent Global Note) will become void unless made within a period of ten years (in the case of principal) or (in the case of interest and other amounts) five years from the appropriate Relevant Date in respect of the Notes or as the case may be in respect of the Coupons.

13. Replacement of Notes and Coupons

If any Note or Coupon is mutilated, defaced, destroyed, stolen or lost it may be replaced at the specified office of the Principal Paying Agent subject to all applicable laws and stock exchange requirements (if applicable), upon payment by the claimant of such costs as may be incurred in connection therewith and on such terms as to evidence, security and indemnity or otherwise as the Issuer may reasonably require. Mutilated or defaced Notes and Coupons must be surrendered before replacements will be issued.

14. Meetings of Noteholders, Modification, Waiver and Substitution

(a) Meetings of Noteholders

The Trust Deed contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the modification of these Conditions or the Trust Deed (including the Guarantee) or the waiver of past defaults. Except for the purpose of passing an Extraordinary Resolution, the quorum at any such meeting shall be one or more persons present holding Notes or being proxies or representatives and holding or representing in the aggregate not less than one-tenth in principal amount of such Notes for the time being outstanding. The quorum at any meeting for passing an Extraordinary Resolution shall be one or more persons present in person holding Notes or being proxies or representatives and holding or representing in the aggregate a clear majority in principal amount of such Notes for the time being outstanding, or at any adjourned meeting, one or more Persons holding or representing any Notes for the time being outstanding, except that the adoption of any proposal (i) to alter the status or maturity of the Notes or the due date for any amount payable in respect of the Notes or under the Guarantee, (ii) to reduce or cancel the principal amount of, or interest on, the Notes, (iii) to modify or cancel the Guarantee, (iv) to change the currency of payment in respect of the Notes or under the Guarantee, (v) to change the obligation of the Issuer and each Guarantor to pay Additional Amounts pursuant to Condition 10 (*Taxation*) or

under the Trust Deed; (vi) to modify the covenants of the Issuer or any Guarantor in Conditions 3 (*Negative Pledge*), 4 (*Limitations on Changes in Business and Disposals of Assets*), 5 (*Limitations on Merger or Consolidation*), 8(c) (*Redemption at the option of the Noteholders*) or 8(d) (*Redemption by the Issuer following a partial redemption of the Notes at the option of the Noteholders*), (vii) to modify the provisions concerning the quorum required at any meeting of Noteholders or (viii) to modify the percentage required to amend or modify the Notes or the Trust Deed (including the Guarantee) or waive any future compliance or past default by the Issuer or any Guarantor or reduce the percentage of the aggregate principal amount of Notes required for the taking of action or the quorum required at any meeting of Noteholders at which a resolution is adopted, requires the approval of Noteholders pursuant to an Extraordinary Resolution adopted at a meeting at which one or more Persons holding or representing not less than three-quarters or, at an adjourned meeting, not less than one-quarter of the principal amount of the Notes for the time being outstanding form a quorum or at any adjourned meeting at which one or more Persons form a quorum. An Extraordinary Resolution passed at any meeting of Noteholders will be binding on all Noteholders, whether or not they are present at the meeting and on all Couponholders.

(b) *Modification and Waiver*

Subject to the Trust Deed, the Trustee may agree, without the consent of the Noteholders or Couponholders, (i) to any modification of any provision of the Trust Deed (including the Guarantee), the Agency Agreement or the Notes (including these Conditions) which is of a formal, minor or technical nature or is made to correct a manifest error and (ii) any other modification and any waiver or authorisation of any breach or proposed breach of any provision of the Trust Deed (including the Guarantee), the Agency Agreement or the Notes (including these Conditions) which is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders or Couponholders. Any such modification, waiver or authorisation shall be binding on the Noteholders or Couponholders and shall be notified to the Noteholders as soon as practicable thereafter.

(c) *Entitlement of the Trustee*

In connection with the exercise of its functions (including but not limited to those referred to in this Condition 14), the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences of such exercise for individual Noteholders and the Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer or any Guarantor, any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders.

(d) *Substitution*

The Trust Deed contains provisions permitting the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require but without the consent of the Noteholders to the substitution of any other entity in place of the Issuer or a Guarantor, or of any previous substituted company.

15. **Notices**

(a) *To Noteholders*

All notices to the Noteholders shall be deemed to have been duly given if, so long as the Notes are listed on the SIX Swiss Exchange and on the KASE and so long as the rules of the SIX Swiss Exchange or the KASE so require, by publication (i) on the internet website of the SIX Swiss Exchange Ltd (www.six-swiss-exchange.com, where notices are currently published under the address www.six-swiss-exchange.com/news/official_notices/search_en.html) and the internet website of the KASE at www.kase.kz or (ii) otherwise in accordance with the regulations of SIX Swiss Exchange and the KASE.

If the Notes cease to be listed on the SIX Swiss Exchange and on the KASE, any notice shall be deemed to have been duly given to the Noteholders if sent to the Intermediary for communication by it to the holders of the Notes and shall be deemed to be given on the date on which it was so sent.

In case by reason of any other cause it shall be impracticable to publish or deliver any notice to holders of Notes as provided above, then such notification to such holders as shall be given with the approval of the Trustee shall constitute sufficient notice to such holders for every purpose hereunder.

(b) *To the Issuer and any Guarantor*

Notices to the Issuer or any Guarantor will be deemed to be validly given if delivered to the Issuer at 6 Kunayev street, Esil District, Astana, 010000, the Republic of Kazakhstan for the attention of the General Manager (or at such other address and for such other attention as may have been notified to the holders in accordance with Condition 15(a)) and will be deemed to have been validly given when delivered.

(c) *To the Trustee*

Notices to the Trustee will be deemed to have been validly given if delivered to the specified office, for the time being, of the Trustee, as the case may be, and will be validly given when delivered.

16. **Further Issues**

Subject to the Issuer's and Guarantors' covenants and in accordance with the Trust Deed, the Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes in all respects (except for the issue price, issue date and the first payment of interest on them) and so that such further issues shall be consolidated and form a single series with the outstanding Notes. References in these Conditions to the Notes include (unless the context requires otherwise) any other notes issued pursuant this Condition. Any such further notes shall be constituted by a deed supplemental to the Trust Deed.

17. **Enforcement**

The Trustee may, at its discretion and without further notice, institute such proceedings against the Issuer and/or any Guarantor as it may think fit to enforce the terms of the Trust Deed (including the Guarantee) and the Notes (whether by arbitration pursuant to the Trust Deed or by litigation), but it shall not be bound to take such proceedings or any other action under the Notes or the Trust Deed unless it shall have been so directed by an Extraordinary Resolution or so requested in writing by Noteholders holding at least one-quarter in principal amount of the Notes outstanding and it shall have been indemnified and/or provided with security to its satisfaction. Except as provided in the Trust Deed, no Noteholder may proceed directly against the Issuer or each Guarantor in respect of the Notes or otherwise under the Trust Deed unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing. It may not be possible for the Trustee to take certain actions in relation to the Notes and accordingly in such circumstances the Trustee will be unable to take action notwithstanding the provision of an indemnity to it, and it will be for Noteholders to take such action directly.

18. **The Trustee**

The Trustee may, in making any determination under these Conditions, act on the opinion or advice, or information obtained from, any expert and will not be responsible for any loss, liability, cost, claim, action, demand, expense or inconvenience which may result from it so acting.

Until the Trustee has actual or express knowledge to the contrary, the Trustee may assume that no Event of Default has occurred.

The Trustee is not liable for any failure to monitor compliance by the Issuer or the Guarantors with the Conditions (including the Issuer's and Guarantors' covenants and Condition 11 (*Events of Default*)) and may rely upon the information provided to it in any certificate, of an Authorised Signatory of the Issuer or a Guarantor, as the case may be, pursuant to these Conditions or the Trust Deed.

Unless ordered to do so by a court of competent jurisdiction or unless required by the rules of the SIX Swiss Exchange Ltd. or the Kazakhstan Stock Exchange, the Trustee shall not be required to disclose to any Noteholder any confidential financial or other information made available to the Trustee by the Issuer or any Guarantor.

19. Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility and for payment of its costs and expenses in priority to the claims of the Noteholders. The Trustee is entitled to enter into business transactions with the Issuer, any Guarantor or any entity related to the Issuer or any Guarantor without accounting for any profit.

20. Currency Indemnity

Each reference in these Conditions to a specified currency is of the essence. To the fullest extent permitted by applicable law, the obligations of the Issuer and each Guarantor in respect of any amount due under the Notes or the Trust Deed (including the Guarantee) shall, notwithstanding any payment in any other currency (whether pursuant to a judgment or otherwise), be discharged only to the extent of the amount in Swiss Francs that the Noteholder entitled to receive that payment may, in accordance with normal banking procedures, purchase with the sum paid in such other currency (after any premium and costs of exchange) on the Business Day immediately following the date on which that Noteholder receives that payment and the Issuer and each Guarantor shall indemnify the Noteholders against any deficiency arising or resulting from any variation in rates of exchange between the date as of which such amount of Swiss Francs is notionally converted into another currency for the purposes of any such judgment or otherwise and the date of actual payment in such other currency. If the amount in Swiss Francs that may be so purchased for any reason falls short of the amount originally due, the Issuer or the relevant Guarantor shall pay such additional amount, in Swiss Francs, as may be necessary to compensate for the shortfall. Any obligation of the Issuer or a Guarantor not discharged by payment in such other currency shall be due as a separate and independent obligation which, to the extent permitted by applicable law, shall continue in full force and effect until discharged, notwithstanding any judgment or order for a liquidated sum or sums in respect of amounts due in respect of the Notes or under any such judgment or order or any indulgence granted from time to time and shall give rise to a separate and independent cause of action. Any such shortfall will be deemed to constitute a loss suffered by the relevant Noteholders and no proof or evidence of any loss will be required.

21. Rights of Third Parties

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

22. Governing Law and Jurisdiction

(a) Governing Law

The Notes, the Coupons and the Trust Deed, including any non-contractual obligations arising out of or in connection with the Notes and the Trust Deed, are governed by, and construed in accordance with, English law.

(b) Arbitration

The Issuer and each Guarantor agrees that any claim, dispute or difference of whatever nature arising under, out of or in connection with the Notes, the Coupons or the Trust Deed (including a claim, dispute or difference regarding its existence, termination or validity or any non-contractual obligations arising out of or in connection with this Trust Deed) (a "Dispute"), shall be referred to and finally settled by arbitration in accordance with the rules of the London Court of International Arbitration ("LCIA") (the "Rules") as at present in force and as modified by this Condition, which Rules shall be deemed incorporated into this Condition. The number of arbitrators shall be three, one of whom shall be nominated by the Issuer/Guarantors, one by the Trustee and the third of whom, who shall act as Chairman, shall be nominated by the two party-nominated arbitrators, provided that if the third arbitrator has

not been nominated within 30 days of the nomination of the second party-nominated arbitrator, such third arbitrator shall be appointed by the LCIA court. The seat of arbitration shall be London, England and the language of arbitration shall be English. Sections 45 and 69 of the Arbitration Act 1996 shall not apply.

(c) *Trustee's Option*

At any time before the Trustee has nominated an arbitrator to resolve any Dispute(s) pursuant to Condition 22(b) (*Arbitration*), the Trustee, at its sole option, may elect by notice in writing to the Issuer and the Guarantors that such Dispute(s) shall instead be heard by the courts of England or by any other court of competent jurisdiction, as more particularly described in Condition 22(d) (*Jurisdiction*). Following any such election, no arbitral tribunal shall have jurisdiction in respect of such Dispute(s).

(d) *Jurisdiction*

In the event that the Trustee serves a written notice of election in respect of any Dispute(s) pursuant to Condition 22(c) (*Trustee's Option*), the Trustee and the Issuer and each Guarantor agrees, that the courts of England shall have jurisdiction to hear and determine any such Dispute(s) and, for such purposes, irrevocably submit to the jurisdiction of such courts. Subject to Condition 22(b) (*Arbitration*), nothing in this Condition shall (or shall be construed so as to) limit the right of the Trustee to bring proceedings ("Proceedings") for the determination of any Dispute(s) in any other court of competent jurisdiction, nor shall the bringing of such Proceedings in any one or more jurisdictions preclude the bringing of Proceedings by any Manager in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law.

(e) *Appropriate Forum*

For the purposes of Condition 22(d) (*Jurisdiction*), the Issuer and each Guarantor have irrevocably waived any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings in connection with a Dispute and have each agreed not to claim that any such court is not a convenient or appropriate forum.

(f) *Process Agent*

The Issuer and each Guarantor agrees that the process by which any Proceedings in England are begun may be served on it by being delivered to Cheeswrights (Notaries Public) at Bankside House, 107 Leadenhall Street, London EC3A 4AF, United Kingdom, or, if different, its registered office for the time being or at any address of the Issuer or the relevant Guarantor, as the case may be, in Great Britain at which process may be served on it in accordance with Part 34 of the Companies Act 2006. If such person is not or ceases to be effectively appointed so to accept service of process on behalf of the Issuer or the relevant Guarantor, as the case may be, the Issuer or the relevant Guarantor, as the case may be, shall notify the Trustee and appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the Trustee shall be entitled to appoint such a person by written notice to the Issuer in accordance with Condition 15 (*Notices*) and the relevant Guarantor. Nothing in this paragraph shall affect the right of the Trustee to serve process in any other manner permitted by law.

(g) *Consent to Enforcement, etc.*

The Issuer and each Guarantor consents generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings, including (without limitation) the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment that may be given in such Proceedings.

(h) *Enforcement of Awards and Judgments; Waiver of Immunity*

The Issuer and each Guarantor agree that any award made pursuant to Condition 22(b) (*Arbitration*) in relation to a Dispute or any final judgment in any Proceeding may be enforced

in a tribunal or court (as the case may be) to the jurisdiction of which the Issuer or any Guarantor is or may be subject. If and to the extent that the Issuer or any Guarantor may in respect of any Proceedings or Dispute in any jurisdiction be entitled to claim for itself or its assets or revenues immunity from suit, from the jurisdiction of any court, from execution, attachment (whether in aid of execution of a judgment, before judgment or award or otherwise) or any other relief or other legal process and to the extent that such immunity (whether or not claimed) may be attributed in any such jurisdiction to the Issuer or such Guarantor or its assets or revenues, the Issuer and each Guarantor have irrevocably agreed not to claim and have irrevocably waived such immunity to the fullest extent permitted now or hereafter by the laws of such jurisdiction in which such Proceedings or Dispute are commenced.

(i) *Language*

These Conditions have been prepared and negotiated in English which shall be the governing language. In order to comply with internal requirements of the Issuer and the Guarantors, a Russian version of these Conditions may be prepared. In the event of any inconsistency between the Russian and English language versions, the English language version shall prevail to the extent of such inconsistency and the Russian version shall be amended accordingly, without any act or approval by any party hereto, to reflect the meaning of the English version. The existence of multiple versions of these Conditions shall not be construed to create multiple obligations on the Issuer.

SCHEDULE 6

FORMS OF COMPLIANCE CERTIFICATE

PART 1

FORM OF AUTHORISED SIGNATORIES' CERTIFICATE

[on the Letterhead of the Issuer/relevant Guarantors]

To: Corporate Trust Administration
BNY Mellon Corporate Trustee Services Limited
One Canada Square
London E14 5AL
United Kingdom

[Date]

Dear Sirs,

CHF185,000,000 3.638% Notes due 20 June 2022

issued by Joint Stock Company "National Company "Kazakhstan Temir Zholy" and guaranteed by Joint Stock Company "Kaztemirtrans" and Joint Stock Company "Lokomotiv"

This certificate is delivered to you in accordance with Clause 7.6 of the Trust Deed dated 20 June 2014 (the **Trust Deed**) and made between Joint Stock Company "National Company "Kazakhstan Temir Zholy" (the **Issuer**), Joint Stock Company "Kaztemirtrans" and Joint Stock Company "Lokomotiv" (the **Guarantors**) and BNY Mellon Corporate Trustee Services Limited (the **Trustee**). All words and expressions defined in the Trust Deed shall (save as otherwise provided herein or unless the context otherwise requires) have the same meanings herein.

I hereby certify that, to the best of my knowledge, information and belief (having made all reasonable enquiries):

- (a) as at [●]¹, no Event of Default or Potential Event of Default or other breach of the Trust Deed has occurred at any time since [●]² [the Certification Date (as defined in the Trust Deed) of the last certificate delivered under Clause 7.6]³ [other than [●]]⁴;
- (b) from and including [●]² [the certification date of the last certificate delivered under Clause 7.6]³ to and including [●]¹, [●] has complied in all respects with its obligations under the Trust Deed [other than [●]]⁵; [and]
- (c) as at [●]¹, [●] is in compliance with Condition 3 (Negative Pledge) [other than [●]], which [●] is currently remedying by means of [●]⁶. [./;and]

¹ Specify a date not more than five days before the date of delivery of the certificate.

² Insert date of Trust Deed in respect of the first certificate delivered under Clause 7.6, otherwise delete.

³ Include unless the certificate is the first certificate delivered under Clause 7.6, in which case delete.

⁴ If any Event of Default or Potential Event of Default did exist, give details; otherwise delete.

⁵ If the relevant party has failed to comply with any obligation(s), give details,; otherwise delete.

⁶ If the relevant party has failed to comply with Condition 3, give details and action taken to remedy, otherwise delete.

- (d) the aggregate value of all Core Assets disposed of under Condition 4 (Limitations on Changes in Business and Disposals of Assets) since [●] is KZT_____ and I confirm that this amount (other than in relation to Core Assets disposed of under (i) and (iii) of Condition 4(b) and excluding any Core Asset included in or as part of a Permitted Disposal) does not exceed 15% of the value of the property, plant and equipment as shown in the Issuer's then most recent audited consolidated financial statements prepared in accordance with IFRS.⁷

For and on behalf of

Joint Stock Company "National Company "Kazakhstan Temir Zholy", Joint Stock Company "Kaztemirtrans" and Joint Stock Company "Lokomotiv"⁸

.....
Authorised Signatory

⁷ In the Issuer's certificate only.

⁸ Delete as appropriate.

PART 2

FORM OF ANNUAL CERTIFICATE NOTIFYING TRUSTEE OF MATERIAL SUBSIDIARIES

[Letterhead of the Issuer]

To: Corporate Trust Administration
BNY Mellon Corporate Trustee Services Limited
One Canada Square
London E14 5AL
United Kingdom

[Date]

Dear Sirs,

CHF185,000,000 3.638% Notes due 20 June 2022

issued by Joint Stock Company "National Company "Kazakhstan Temir Zholy" and guaranteed by Joint Stock Company "Kaztemirtrans" and Joint Stock Company "Lokomotiv"

This certificate is delivered to you in accordance with Condition 3 (Negative Pledge) of the Terms and Conditions of the Notes. All words and expressions defined in the Terms and Conditions shall (save as otherwise provided herein or unless the context otherwise requires) have the same meanings herein.

I hereby certify that, to the best of my knowledge, information and belief (having made all reasonable enquiries) that the following Subsidiary/Subsidiaries are/has/have [become/ceased to be]⁹ a Material Subsidiary/Subsidiaries:

Date	Subsidiary Name	Status of Material Subsidiary	By reason of:
[Please insert Date] ¹⁰	[Insert the name of the Subsidiary Company] ¹¹	[Becoming a Material Subsidiary or Ceasing to be a Material Subsidiary] ¹²	[Amalgamation, Reorganisation or Reconstructing] ¹³

This certificate is given without personal responsibility.

For and on behalf of

Joint Stock Company "National Company "Kazakhstan Temir Zholy"

.....
Authorised Signatory

⁹ Please delete option which is not applicable.

¹⁰ Specify a date not more than seven days before the date of delivery of the certificate.

¹¹ Name of the Subsidiary of the Issuer which is becoming a Material Subsidiary or ceasing to be Material Subsidiary.

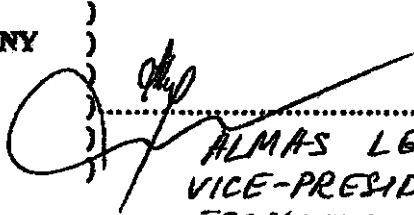
¹² Please delete option which is not applicable

¹³ Please insert the reason for becoming or ceasing to be a Material Subsidiary.

SIGNATORIES TO THE TRUST DEED

IN WITNESS whereof this Trust Deed has been executed as a deed on the date stated at the beginning.

EXECUTED as a DEED by
JOINT STOCK COMPANY "NATIONAL COMPANY
"KAZAKHSTAN TEMIR ZHOLY"
acting by
acting under the authority of that company,
in the presence of:

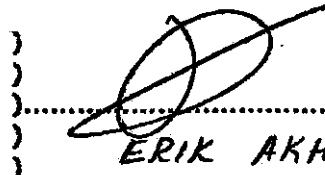
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.....

ALMAS LEPESBAYEV
VICE-PRESIDENT ON
ECONOMY AND FINANCE

Witness's signature

Name: ASKAR KAIROV

Address: ASTANA, KUNAEV st., 6

EXECUTED as a DEED by
JOINT STOCK COMPANY "KAZTEMIRTRANS"
acting by
acting under the authority of that company,
in the presence of:

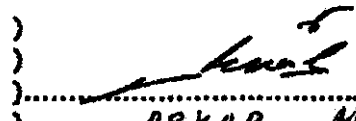
)
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.....

ERIK AKHMURZIN
VICE-PRESIDENT ON
ECONOMY AND FINANCE

Witness's signature

Name: DANIYAR BEKTURSYNOV

Address: ASTANA, KUNAEV st., 6

EXECUTED as a DEED by
JOINT STOCK COMPANY "LOKOMOTIV"
acting by
acting under the authority of that company,
in the presence of:

)
)
)
)
)
.....

ASKAR MAXUTOV
VICE-PRESIDENT

Witness's signature

Name: NURLAN BAIZHANOV

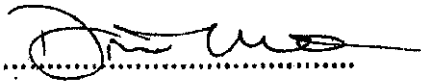
Address: ASTANA, KUNAEV st., 10

EXECUTED as a DEED by
BNY MELLON CORPORATE TRUSTEE
SERVICES LIMITED
acting by two attorneys

)
)
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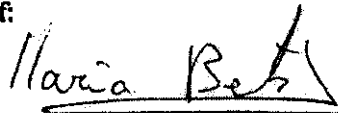
Luke Ashby
Authorised Signatory

Attorney:

Attorney:

Dina White
Vice President

in the presence of:



Maria Bertolin
Authorised Signatory

Witness's signature

Name:

Address: **The Bank of New York Mellon**
One Canada Square
London E14 5AL