

### **Notice of change of depositary bank and custodian**

**Astana, 24 January 2014.** Joint Stock Company “KazMunaiGas” Exploration Production” (the “Company”) (LSE: KMG), announces that Deutsche Bank Trust Company Americas (the “New Depositary”) will replace The Bank of New York Mellon (formerly The Bank of New York) (the “Outgoing Depositary”) as depositary for the Company’s programme for the issuance of global depositary receipts (“GDRs”) (the “GDR Programme”) which was established pursuant to a deposit agreement dated 4 October 2006 entered into between the Company and the Outgoing Depositary (the “Deposit Agreement”). The New Depositary’s appointment as depositary under the Deposit Agreement for the GDR Programme shall become effective from today, 24 January 2014. The custodian under the GDR Programme appointed by the Outgoing Depositary, JSC Kazkommertsbank, shall also be replaced by SB “HSBC Bank Kazakhstan” JSC (the “New Custodian”) with effect from today, 24 January 2014.

#### Information regarding the New Depositary:

The New Depositary was incorporated on 5 March 1903 as a bank with limited liability in the State of New York and operates under the laws of New York and is an indirect wholly-owned subsidiary of Deutsche Bank AG, a German global banking and financial services company. The New Depositary is a state registered New York banking corporation and a member of the United States Federal Reserve System, subject to regulation and supervision principally by the United States Federal Reserve Board, the Federal Deposit Insurance Corporation (the “FDIC”) and the New York State Banking Department.

#### Information regarding the New Custodian:

The New Custodian is SB “HSBC Bank Kazakhstan” JSC, a bank organised under the laws of Kazakhstan, duly licensed by the Committee of the National Bank of Kazakhstan on Control and Supervision of the Financial Market and Financial Organisations to carry out custodial activity, with its principal office located at 43 Dostyk Ave, Almaty, 050040, Kazakhstan.

GDR holders do not need to take any action in connection with this notice.

Certified or conformed copies of the Deposit Agreement shall be available to Holders for inspection during normal business hours on any business day at the specified offices of the New Depositary and any Agent and at the Main Office of the New Custodian.

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In compliance with UKLA Listing Rule 18.2.14R, the New Depositary maintains adequate arrangements to safeguard GDR holders’ rights to the securities to which the GDRs relate, and to all rights relating to the securities and all money and benefits that it may receive in respect of them, subject only to payment of the remuneration and proper expenses of the Company, as issuer of the GDRs.

## **DESCRIPTION OF ARRANGEMENTS TO SAFEGUARD THE RIGHTS OF THE HOLDERS OF GDRS**

### **THE NEW DEPOSITARY**

#### ***Rights of Holders of GDRs***

**Relationship of Holders with the New Depositary:** The rights of Holders against the New Depositary are governed by the terms and conditions of the GDRs (the “Conditions”) and the Deposit Agreement, which are governed by English law. The New Depositary and the Company are parties to the Deposit Agreement. Holders have contractual rights in relation to cash or other securities, property, rights and/or interests deposited with the New Depositary pursuant to and in accordance with the provisions of the Deposit Agreement (“Deposited Property”) (including shares in the capital of the Company deposited with and held on behalf of the New Depositary pursuant to the terms of the Deposit Agreement (“Deposited Shares”), which are represented by GDRs) by virtue of the Conditions and a deed poll dated 4 October 2006 executed by the Company granting Holders rights to enforce provisions of the Deposit Agreement as if they were a party thereto.

**Voting:** With respect to voting of Deposited Shares and other Deposited Property represented by GDRs, the Conditions and the Deposit Agreement provide that the Company will promptly provide to the New Depositary notices of meetings of the shareholders of the Company and the agenda therefore and request the New Depositary in writing to prepare, in consultation with the Company, written requests containing voting instructions by which each Holder may give instructions to the New Depositary to vote for or against each and any resolution specified in the agenda for the meeting, which the New Depositary shall send to any person who is a Holder on the record date established by the New Depositary for that purpose (which shall be the same as the corresponding record date set by the Company or as near as practicable thereto) as soon as practicable after receipt of the same by the New Depositary. The New Depositary will exercise or cause to be exercised the voting rights in respect of the Deposited Shares in accordance with the voting instructions it has received. The New Depositary will only endeavour to vote or cause to be voted the votes attaching to Shares in respect of which voting instructions have been received.

**Delivery of GDRs:** The Deposit Agreement provides that the Deposited Shares can only be delivered out of the Regulation S and Rule 144A GDR facilities to, or to the order of, a Holder of related GDRs upon receipt and cancellation of such GDRs or in connection with a pre-release.

#### ***Rights of the Company***

The Company has broad rights to remove the New Depositary under the terms of the Deposit Agreement, but no specific rights under the Deposit Agreement which are triggered in the event of the insolvency of the New Depositary.

#### ***Insolvency of the New Depositary***

**Applicable insolvency law:** If the New Depositary becomes insolvent, the insolvency proceedings will be governed by US law applicable to the insolvency of banks.

**Effect of applicable insolvency law in relation to cash:** The Conditions state that any cash held by the New Depositary for Holders is held by the New Depositary as banker. Under current US law, it is expected that any cash held for Holders by the New Depositary as banker under the Conditions would constitute an unsecured obligation of the New Depositary. Holders would therefore only have an unsecured claim in the event of the New Depositary’s insolvency for such cash that would be also be available to general creditors of the New Depositary or the FDIC.

*Effect of applicable insolvency law in relation to non-cash assets:* The Deposit Agreement states that the Deposited Shares and other non-cash assets which are held by the New Depository for Holders are held by the New Depository as bare trustee and, accordingly, the Holders will be tenants in common for such Deposited Shares and other non-cash assets. Under current US law, it is expected that any Deposited Shares and other non-cash assets held for Holders by the New Depository on trust under the Conditions would not constitute assets of the New Depository and that Holders would have ownership rights relating to such Deposited Shares and other non-cash assets and be able to request the New Depository's receiver or conservator to deliver such New Depository Shares and other non-cash assets that would be unavailable to general creditors of the New Depository or the FDIC.

### ***Default of the New Depository***

If the New Depository fails to pay cash or deliver non-cash assets to Holders in the circumstances required by the Deposit Agreement or otherwise engages in a default for which it would be liable under the terms of the Deposit Agreement, the New Depository will be in breach of its contractual obligations under the Conditions. In such case Holders will have a claim under English law against the New Depository for the New Depository's breach of its contractual obligations under the Conditions.

### **THE NEW CUSTODIAN**

*Relationship of Holders of GDRs with the New Custodian:* The New Custodian and the New Depository are parties to a custody agreement, which is governed by New York law. The Holders do not have any contractual relationship with, or rights enforceable against, the New Custodian. The New Custodian will hold one or more certificates representing Deposited Shares, each of which will be registered in the Company's share register in the name of the New Depository or its nominee, as the case may be and deposited in the Regulation S and Rule 144A GDR facilities. The Deposited Shares will not be registered in the name of the New Custodian.

### ***Default of the New Custodian***

*Failure to deliver cash:* Notwithstanding the fact that the Company expects to pay dividends, if at all, in US dollars, payments denominated in any currency which are made in accordance with New Depository's current procedures and pursuant to the terms of the Deposit Agreement and Conditions will not be made through the New Custodian. Rather, payments in US dollars will be made directly from the Company to an account in New York and then credited to the US dollar denominated accounts of the Holders. To the extent that payments are in a currency other than US dollars, such payments may be made to an account outside the United States, converted into US dollars and, after deduction of any fees and expenses of the New Depository, credited to the appropriate accounts of the Holders.

*Failure to deliver non-cash assets:* If the New Custodian fails to deliver Deposited Shares or other non-cash assets held for the New Depository as required by the New Depository or otherwise defaults under the terms of the custody agreement, the New Custodian will be in breach of its obligations to the New Depository. In such case the New Depository will have a claim under New York law against the New Custodian for the New Custodian's breach of its obligations under the custody agreement. The New Depository can also remove the New Custodian and appoint a substitute or additional custodians and may exercise such rights if it deems necessary.

*The New Depository's obligations:* The New Depository has no obligation to pursue a claim for breach of obligations against the New Custodian on behalf of Holders. The New Depository is

not responsible for and shall incur no liability in connection with or arising from default by the New Custodian due to any act or omission to act on the part of the New Custodian, except to the extent that such default arises as a result of the wilful default, gross negligence or bad faith of the New Custodian.

*Applicable law:* The custody agreement is New York law governed.

### ***Insolvency of the New Custodian***

*Applicable law:* If the New Custodian becomes insolvent, the insolvency proceedings will be governed by applicable Kazakh law.

*Effect of applicable insolvency law in relation to cash:* For the reasons outlined above, it is not expected that any claim for cash will subsist against the New Custodian as the Company will make payments directly to the New Depository or its nominee, as the case may be, and no cash will be paid to the New Custodian

*Effect of applicable insolvency law in relation to non-cash assets:* The certificates representing the Deposited Shares will be registered in the Company's share register in the name of the New Depository or its nominee, as the case may be. The New Depository or its nominee, as the case may be, will have ownership rights over certificates representing the Deposited Shares or other non-cash assets held by the New Custodian at the time of its insolvency and will be able to request the New Custodian's liquidator to deliver such certificates representing the Deposited Shares or other non-cash assets to it.

*The New Depository's obligations:* The New Depository has no obligation to pursue a claim in the New Custodian's insolvency on behalf of the Holders. The New Depository has no responsibility for, and will incur no liability in connection with or arising from, the insolvency of the New Custodian. In the event of the insolvency of the New Custodian, the Holders have no direct recourse to the New Custodian under the Deposit Agreement, though the New Depository can remove the New Custodian and appoint a substitute or additional custodian(s) and may exercise such rights if it deems necessary.

## **NOTES TO EDITORS**

**KMG EP** is among the top three Kazakh oil and gas producers. The overall production in 2013 was 12.4mt (an average of 251kbopd) of crude oil, including the Company's share in Kazgermunai, CCEL and PKI. The Company's total consolidated volume of proved and probable reserves including shares in the associates, as at the end of 2012 was 204 mt (1.5bn bbl), out of which 148 mt (1.1bn bbl) relates to Ozenmunaigas and Embamunaigas. The Company's shares are listed on the Kazakhstan Stock Exchange and the GDRs are listed on The London Stock Exchange. The Company raised over US\$2bn in its IPO in September 2006. The International rating agency Standard & Poor's (S&P) confirmed KMG EP's "BBB-" corporate credit rating in May 2013.

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### ***Forward-looking statements***

*This document includes statements that are, or may be deemed to be, "forward-looking statements". These forward-looking statements can be identified by the use of forward-looking terminology including, but not limited to, the terms "believes", "estimates", "anticipates", "expects", "intends", "may", "target", "will", or "should" or, in each*

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