

WHITE & CASE

6 October 2010

TRUST DEED

relating to

U.S.\$700,000,000 6.375 per cent. Notes due 2020

between

KAZAKHSTAN TEMIR ZHOLY FINANCE B.V.
as Issuer

and

**JSC NATIONAL COMPANY KAZAKHSTAN TEMIR ZHOLY,
JSC KAZTEMIRTRANS**
and
JSC LOCOMOTIVE
as Guarantors

relating to

KAZAKHSTAN TEMIR ZHOLY FINANCE B.V.

and

BNY CORPORATE TRUSTEE SERVICES LIMITED
as Trustee

White & Case LLP
5 Old Broad Street
London EC2N 1DW

CONTENTS

	Page
1. Interpretation	3
2. Amount of the Notes and Covenant to Pay	7
3. Form of the Notes	9
4. Stamp Duties and Taxes	9
5. Guarantee and Indemnity	10
6. Application of Moneys Received by the Trustee	12
7. Covenants	12
8. Remuneration and Indemnification of the Trustee	16
9. Provisions Supplemental to the Trustee Act 1925 and the Trustee Act 2000	17
10. Trustee Liable for Negligence	21
11. Waiver and Proof of Default	21
12. Trustee not Precluded from Entering into Contracts	22
13. Modification and Substitution	22
14. Appointment, Retirement and Removal of the Trustee	24
15. Currency Indemnity	26
16. Communications	26
17. Further Issues	27
18. Notes held in Clearing Systems	27
19. Governing Law; Jurisdiction and Arbitration	28
20. Power of attorney	29
21. Counterparts	29
22. Language	30
Schedule 1 Form of Global Note Certificates	31
Part 1 Form of Unrestricted Global Note Certificate	31
Part 2 Form of Restricted Global Note Certificate	37
Schedule 2 Form of Individual Note Certificate	44
Schedule 3 Provisions for Meetings of Noteholders	50
Schedule 4 Terms and Conditions of the Notes	56
Schedule 5 Forms of Compliance Certificate	76
Part 1 Form of Authorised Signatories' Certificate	76
Part 2 Form of Annual Certificate Notifying Trustee of Material Subsidiaries	78
Schedule 6 Form of the First Supplemental Trust Deed	79

This Trust Deed is made on 6 October 2010

BETWEEN:

- (1) **KAZAKHSTAN TEMIR ZHOLY FINANCE B.V.** (the “**Issuer**”);
- (2) **JSC NATIONAL COMPANY KAZAKHSTAN TEMIR ZHOLY (“KTZ”), JSC KAZTEMIRTRANS and JSC LOCOMOTIVE** (each a “**Guarantor**” and, together the “**Guarantors**”); and
- (3) **BNY 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 limited liability company incorporated in the Netherlands, has authorised the issue of U.S.\$700,000,000 6.375 per cent. Notes due 2020 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.
- (C) In accordance with the terms of Clause 13.2 (*Substitution*), JSC National Company Kazakhstan Temir Zholy, may elect to be substituted in place of the Issuer as the principal debtor under this Trust Deed and the Notes.

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 Eligible Transferee which is obliged pursuant to Condition 5(c)(i) (*Limitations on Disposals by each Guarantor*) 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*);

“**Agents**” means the Principal Paying and Transfer Agent, the Paying and Transfer Agents and the Registrar or any of them;

“**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;

“**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*);

“**Clearstream, Luxembourg**” means Clearstream Banking, société anonyme;

“**Conditions**” means the terms and conditions set out in Schedule 4 (*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 Global Note Certificate, as modified by the provisions of the Global Note Certificate. Any reference to a particularly numbered Condition shall 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;

“**DTC**” means the Depository Trust Corporation, a New York corporation;

“**Dutch GAAP**” means the Generally Accepted Accounting Principles of The Netherlands;

“**Euroclear**” means Euroclear Bank S.A./N.V., as operator of the Euroclear System;

“**Extraordinary Resolution**” has the meaning set out in Schedule 3 (*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 KTZ, 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 KTZ, in the case of property or assets with a Fair Market Value equal to or less than U.S.\$50,000,000;

“**Global Note Certificate**” means the Unrestricted Global Note Certificate or the Restricted Global Note Certificate and “**Global Note Certificates**” will be construed accordingly (in or substantially in the form set out in Schedule 1 (*Form of Global Note Certificates*));

“**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, prior to the Initial Substitution, KTZ, Kaztemirtrans, Locomotive and/or any Additional Guarantor(s) pursuant to Condition 7 (*Additional Guarantors*) and following the Initial Substitution, Kaztemirtrans, Locomotive and/or any Additional Guarantor(s) pursuant to Condition 7 (*Additional Guarantors*);

“**Individual Note Certificate**” means the individual note certificate in definitive form representing a Noteholder's entire holding of Notes issued pursuant to Clause 3.2 (*Individual Note Certificates*), and any individual note certificate representing further notes issued pursuant to Condition 18 (*Further Issues*) or any of them (in or substantially in the form set out in Schedule 2 (*Form of Individual Note Certificate*) and “**Individual Note Certificates**” will be construed accordingly;

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

“**Kazakhstan**” means the Republic of Kazakhstan;

“**Noteholder**” and (in relation to a Note) “**holder**” means a person in whose name a Note, or further note issued pursuant to Condition 18 (*Further Notes*), is registered in the register of Noteholders;

“**Notes**” means the U.S.\$700,000,000 6.375 per cent. Notes due 2020 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 18 (*Further Issues*) and replacement Notes issued pursuant to the Conditions;

“**Note Certificates**” means the Global Note Certificates and the Individual Note Certificates;

“**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 and Transfer 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, (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 Global Note Certificate to the extent that it shall have been exchanged for another Global Note Certificate pursuant to its provisions and any Global Note Certificate to the extent that it shall have been exchanged for Individual Note Certificates 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 13 (*Events of Default*) and 15 (*Meetings of Noteholders, Amendment, Modification and Waiver*) and Schedule 3 (*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 agreement referred to as such in the Conditions, as amended from time to time, and includes any other agreements approved in writing by the Trustee appointing successor paying and transfer agents or amending any such agreements;

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

“**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 13 (*Events of Default*) become an Event of Default;

“**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;

“**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 and Transfer Agent**” means the bank named as such in the Conditions or any Successor Principal Paying and Transfer Agent;

“**Registrar**” means The Bank of New York Mellon (Luxembourg) S.A. or any Successor Registrar appointed under the Paying Agency Agreement;

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

“**Restricted Global Note Certificate**” means the registered Global Note Certificate representing the Notes to be issued pursuant to Clause 3.1 (*Global Note Certificates*) and any Global Note Certificate representing further notes issued pursuant to Condition 18 (*Further Issues*) which, in each case, are resold pursuant to Rule 144A under the Securities Act, in the form or substantially in the form set out in Schedule 1, Part 2 (*Form of Restricted Global Note Certificate*);

“**Rule 144A Legend**” means the transfer restriction legend set out in the Restricted Global Note and any definitive Notes issued in respect thereof;

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

“**specified office**” means, in relation to an 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 Agents*);

“**Stock Exchange**” means London Stock Exchange plc;

“**Successor**” means, in relation to the 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 an 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 7.14 (*Change in Agents*);

“**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

“**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

“**Unrestricted Global Note Certificate**” means the registered Global Note Certificate representing the Notes to be issued pursuant to Clause 3.1 (*Global Note Certificates*) and any global note certificate representing further notes issued pursuant to Condition 18 (*Further Issues*) which, in each case, are sold outside the United States in reliance on Regulation S of

the Securities Act, in the form or substantially in the form set out in Schedule 1, Part 1 (*Form of Unrestricted Global Note Certificate*).

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) “**dollars**” and “**U.S.\$**” are to the lawful currency for the time being of the United States of America; 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 U.S.\$700,000,000. 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 dollars 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 and Transfer Agent) interest on the principal amount of the Notes

outstanding as set out in Condition 9 (*Interest*) provided that (a) payment of any sum due in respect of the Notes made to the Principal Paying and Transfer 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 13 (*Events of Default*) will be deemed to have been made when the full amount due has been received by the Principal Paying and Transfer 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 Agents, require the 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 Paying Agency Agreement (with consequential amendments as necessary and except that the Trustee's liability for the indemnification, remuneration and expenses of the 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; 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 and Transfer 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 fifth 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 Global Note Certificates

The Notes will initially be represented by the Unrestricted Global Note Certificate and the Restricted Global Note Certificate in the aggregate principal amount of U.S.\$700,000,000. Interests in the Unrestricted Global Note Certificates and the Restricted Global Note Certificates shall be exchangeable (but only in accordance with its terms) for Individual Note Certificates.

3.2 Individual Note Certificates

Individual Note Certificates will be printed in accordance with the applicable legal and stock exchange requirements substantially in the form set out in Schedule 2 (*Form of Individual Note Certificate*). Individual Note Certificates will have attached thereto or endorsed thereon the Conditions and the form of transfer. Individual Note Certificates issued in exchange for interests in the Restricted Global Note shall bear the Rule 144A Legend and Individual Note Certificates issued in exchange for interests in the Unrestricted Global Note during the Distribution Compliance Period shall bear the Regulation S Legend.

3.3 Signature

The Global Note Certificates and Individual Note Certificates will be signed manually or in facsimile by one duly authorised person designated by the Issuer and will be authenticated manually or in facsimile by or on behalf of the Registrar. Note Certificates 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 The Netherlands) (in the case of the Issuer), Kazakhstan (in the case of any Guarantor) 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 12 (*Taxation*) with the substitution for, or (as the case may require) the addition to, the references in that Condition to The Netherlands or 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 12 (*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, 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 per cent. 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 per cent. 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 in respect of the Guarantors and their respective Subsidiaries and Dutch GAAP or IFRS, as the case may be, in respect of the Issuer 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 4 (*Negative Pledge*), 5 (*Limitation on Changes in Business and Disposals of Assets*), 6 (*Limitations on Merger or Consolidation*) and 7 (*Provision of Certain Information*).

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 in respect of the Guarantors or any holding company thereof and Dutch GAAP or IFRS, as the case may be, in respect of the Issuer.

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 in respect of the Guarantors and their respective Subsidiaries and Dutch GAAP or IFRS, as the case may be, in respect of the Issuer) 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 any two of its managing directors (in the case of the Issuer) or any two its directors, President or any two of its vice-Presidents (in the case of a Guarantor), 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 4 (*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 KTZ only, a statement as to the aggregate value of all Core Assets disposed of under Condition 5(c)(iv) (*Limitations on Disposals by each Guarantor*) since 31 December 2009 and confirmation that this does not exceed 15 per cent. of the value of property, plant and equipment as shown in KTZ's then most recent audited consolidated financial statements prepared in accordance with IFRS.

7.7 Notice of Material Subsidiary

Ensure that KTZ 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 any two of KTZ's directors, President or any two of its vice-Presidents, that, having made all reasonable enquiries, to the best of its knowledge, information and belief, stating which of KTZ's Subsidiaries are, have become or have ceased to be a Material Subsidiary of KTZ.

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 and Transfer 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 the Stock Exchange, 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 Agents**

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

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 any two of their respective directors 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 Guarantors which as at the last day of the last financial year of the Guarantor or as at the date specified in such request were Material Subsidiaries.

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 **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.

8.6 **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.

8.7 **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. In the case of a substitution of KTZ in place of the Issuer as well as the necessity of payments to be made by any Guarantor, each of the Trustee, Registrar and the Agents which are resident in countries that have concluded double tax treaties with the Republic of Kazakhstan shall provide tax residency certificates or other documents certifying residency of each of the Trustee, Registrar and the Agents as required by the legislation of the Republic 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 11 (*Written Resolutions*) of Schedule 3 (*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 Directors**

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 two directors 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 registered Notes 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 4 October 2010 in respect of the Notes, no withholding or deduction is required in respect of payments on the Notes and that if any change in the withholding or deduction hereafter becomes required in respect of payments on the Notes, 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 8.7 (*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 **Entry on the Register**

The Trustee shall not be liable to the Issuer, any Guarantor or any Noteholder by reason of having accepted as valid or not having rejected any entry on the Register (as defined in the Paying Agency Agreement) later found to be forged or not authentic and may assume for all purposes in relation thereto that any entry on the Register is correct.

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.

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 13 (*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 depositary 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 5 of Schedule 3 (*Provisions for Meetings of Noteholders*).

13.2 Substitution

- (a) *Procedure:* The Trustee (i) shall, at KTZ's written request, without the consent of the Noteholders, agree to the substitution of KTZ or its successor in business (the "**Initial Substitution**"), (ii) may, at KTZ's written request, without the consent of the Noteholders, agree to the substitution of any Subsidiary of KTZ 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 (iii) 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 (in the case of the Initial Substitution, the execution of a supplemental trust deed in the form set out in Schedule 6 (*Form of the First Supplemental Trust Deed*) hereto shall be deemed to satisfy this requirement), 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 sub-Clauses 13.2(a)(i) to (iii), where the Substituted Obligor is incorporated, domiciled or resident in a territory other than The Netherlands (in the case of the Issuer) or Kazakhstan (in the case of any Guarantor or, following the Initial Substitution, KTZ as the substituted Issuer), undertakings or covenants are given in terms corresponding to the provisions of this Trust Deed and Condition 12 (*Taxation*) with the substitution for or addition to the references to The Netherlands (in the case of the Issuer) or Kazakhstan (in the case of any Guarantor or, following the Initial Substitution, KTZ as the substituted Issuer) 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, provided that in the case of the Initial Substitution, the obligations of the Substituted Obligor as the principal debtor under this Trust Deed and the Notes are guaranteed by the Guarantors (other than KTZ) in the same terms (with consequential amendments as necessary) as the Guarantee to the Trustee's satisfaction;
 - (vi) a substitution (including the Initial Substitution) does not cause the Substituted Obligor to have the right to redeem any Notes pursuant to Condition 10(b) (*Redemption for Tax Reasons*) immediately following the completion of the substitution (including the Substitution);
 - (vii) immediately after giving effect to a substitution (including the Initial Substitution), no Event of Default shall have occurred and be continuing;
 - (viii) the Trustee is satisfied that a substitution is not materially prejudicial to the interests of the Noteholders as a class, except that in respect of the Initial Substitution, provided that the Initial Substitution takes place prior to the second interest payment date with respect to the Notes, the Trustee is not required to make any determination as to whether the Initial Substitution is materially prejudicial to the interests of the Noteholders as a class; and
 - (ix) the Trustee receives an opinion of counsel of nationally recognised standing in the United States reasonably acceptable to the Trustee confirming that the holders of the outstanding Notes will not recognise income, gain or loss for United States federal income tax purposes as a result of such substitution (including the Initial Substitution) and will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such substitution (including the Initial Substitution) had not occurred.
- (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 (including the Initial 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 (including the Initial 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 (including the Initial Substitution) upon individual Noteholders.
- (d) *Release of Issuer or Guarantor:* Provided that Condition 7 (*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

Dollars (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, 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:

Kazakhstan Temir Zholy Finance B.V.

Fax no.: +31 653172023

Attention: Wim G. Rieff

Fax no.: +7 7172 60 40 42

Attention: Almas M. Lepesbayev

Fax no.: +7 7172 93 02 01

Attention: Shagdarbek N. Zhaisanbayev

in the case of the Guarantors, to them at:

JSC National Company Kazakhstan Temir Zholy

Fax no.: +7 7172 60 43 02
Attention: Kanat K. Alpysbayev

JSC Kaztemirtrans

Fax no.: +7 7172 60 07 03
Attention: Denis P. Cherkashin

JSC Locomotive

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

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

BNY Corporate Trustee Services Limited

One Canada Square
London E14 5AL
United Kingdom

Fax no.: +44 (0)20 7964 2536
Attention: Corporate Trust Administration

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 18 (*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 3 (*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 IN CLEARING SYSTEMS

So long as any Notes represented by a Global Note Certificate are held on behalf of a clearing system, in considering the interests of Noteholders, the Trustee may have regard to any information provided to it by such clearing system 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 any Manager 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 Bracewell & Giuliani (UK) LLP at 15 Old Bailey, London EC4M 7EF 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 17 (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 **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 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.

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 Netherlands, 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 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 GLOBAL NOTE CERTIFICATES

Part 1

Form of Unrestricted Global Note Certificate

ISIN: XS0546214007

Common Code: 054621400

THE NOTES 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.

Kazakhstan Temir Zholy Finance B.V.

(incorporated with limited liability in The Netherlands)

U.S.\$[●] 6.375 per cent. Notes due 2020

Guaranteed by

JSC Company Kazakhstan Temir Zholy

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

JSC Kaztemirtrans

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

and

JSC Locomotive

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

UNRESTRICTED GLOBAL NOTE CERTIFICATE

- Introduction:** This Unrestricted Global Note Certificate is issued in respect of the U.S.\$[●] 6.375 per cent. Notes due 2020 (the “**Notes**”) of Kazakhstan Temir Zholy Finance B.V. (the “**Issuer**”) and is jointly and severally unconditionally and irrevocably guaranteed by JSC National Company Kazakhstan Temir Zholy, JSC Kaztemirtrans and JSC Locomotive (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 6 October 2010 between the Issuer, the Guarantors and BNY 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 6 October 2010 (as amended or supplemented from time to time, the “**Paying Agency Agreement**”) and made between the Issuer, the Guarantors, The Bank of New York Mellon (Luxembourg) S.A., as registrar (the “**Registrar**”, which expression includes any successor registrar appointed from time to time in connection with the Notes), The Bank of New York Mellon, as principal paying and transfer agent (the “**Principal Paying and Transfer Agent**”), the other paying and transfer agent named therein and the Trustee.
- References to Conditions:** Any reference herein to the “**Conditions**” is to the terms and conditions of the Notes set out in Schedule 4 (*Terms and Conditions of the Notes*) of the Trust

Deed and any reference to a numbered “**Condition**” is to the correspondingly numbered provision thereof.

3. **Registered holder:** This is to certify that:

The Bank of New York Depository (Nominees) Limited

is, at the date hereof, the person registered in the register maintained by the Registrar in relation to the Notes (the “**Register**”) as the duly registered holder (the “**Holder**”) of:

U.S.[●]

([●] UNITED STATES DOLLARS)

in aggregate principal amount of Notes or such other amount as is shown on the register of Noteholders as being represented by this Unrestricted Global Note Certificate and is duly endorsed (for information purposes only) in the third column of Schedule A to this Unrestricted Global Note Certificate.

4. **Promise to pay:** The Issuer, for value received, hereby promises to pay such principal sum to the Holder on 6 October 2020 (or on such earlier date or dates as the same may become payable in accordance with the Conditions), 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.
5. **Transfers:** Transfers of interests in the Notes represented by this Unrestricted Global Note Certificate for interests in the Restricted Global Note Certificate shall be made in accordance with the Paying Agency Agreement and in accordance with the operating procedures of the relevant clearing system and any such Transfers may only be made upon presentation of a certificate as provided in the Paying Agency Agreement.
6. **Exchange for Individual Note Certificates:** This Unrestricted Global Note Certificate will be exchanged in whole (but not in part) for duly authenticated and completed individual note certificates (“**Individual Note Certificates**”) in substantially the form (subject to completion) set out in Schedule 2 (*Form of Individual Note Certificate*) to the Trust Deed if any of the following events occurs:
- (a) Euroclear and/or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
 - (b) the Issuer or any Guarantor has failed to pay an amount in respect of the Notes within five days of the date on which such amount became due and payable in accordance with the Conditions.

Such exchange shall be effected in accordance with paragraph 7 (*Delivery of Individual Note Certificates*). The Issuer or the Guarantors, as the case may be, shall notify the Holder of the occurrence of any of the events specified in (a) and (b) as soon as practicable thereafter.

7. **Delivery of Individual Note Certificates:** Whenever this Unrestricted Global Note Certificate is to be exchanged for Individual Note Certificates, such Individual Note Certificates shall be issued in an aggregate principal amount equal to the principal amount of this Unrestricted Global Note Certificate within five business days of the delivery, by or on behalf of the Holder, Euroclear and/or Clearstream, Luxembourg, to the Registrar of such

information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the principal amount of each such person's holding) against the surrender of this Unrestricted Global Note Certificate at the specified office (as defined in the Conditions) of the Registrar. Such exchange shall be effected in accordance with the provisions of the Paying Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any Holder or the Trustee, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the Registrar has its specified office.

8. **Conditions apply:** Save as otherwise provided herein, the Holder of this Unrestricted Global Note Certificate shall have the benefit of, and be subject to, the Conditions and, for the purposes of this Unrestricted Global Note Certificate, any reference in the Conditions to "**Note Certificate**" or "**Note Certificates**" shall, except where the context otherwise requires, be construed so as to include this Unrestricted Global Note Certificate.
9. **Notices:** Notwithstanding Condition 17 (*Notices*), so long as this Unrestricted Global Note Certificate is held on behalf of Euroclear and/or Clearstream, Luxembourg or any other clearing system (an "**Alternative Clearing System**"), notices to Holders of Notes represented by this Unrestricted Global Note Certificate ("**Noteholders**") may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg or (as the case may be) such Alternative Clearing System; provided, however, that, so long as the Notes are admitted to trading on the London Stock Exchange plc and its rules so require, notices will also be published in a leading newspaper having general circulation in London (which is expected to be the Financial Times).
10. **Meetings:** The Holder shall be treated at any meeting of Noteholders as having one vote in respect of each U.S.\$1,000 principal amount of Notes for which this Unrestricted Global Note Certificate may be exchanged.
11. **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 Unrestricted Global Note Certificate but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
12. **Payment:** Payments of principal and interest in respect of Notes represented by this Unrestricted Global Note Certificate will be made against presentation for endorsement and if no further payment falls to be made in respect of the Notes, surrender of the Unrestricted Global Note Certificate at the specified office of any Paying and Transfer Agent.
13. **Determination of entitlement:** This Unrestricted Global Note Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Unrestricted Global Note Certificate.
14. **Trustee Powers:** In considering the interests of Noteholders while this Unrestricted Global Note Certificate is held on behalf of a clearing system, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to this Unrestricted Global Note Certificate and may consider such interests as if such accountholders were the holders of this Unrestricted Global Note Certificate.

15. **Prescription:** This Unrestricted Global Note Certificate shall become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 12 (*Taxation*)).
16. **Purchase and Cancellation:** Cancellation of any Note required by the Conditions to be cancelled following its purchase shall be effected by reduction in the principal amount of this Unrestricted Global Note Certificate.
17. **Authentication:** This Unrestricted Global Note Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of The Bank of New York Mellon (Luxembourg) S.A., as registrar.
18. **Governing law:** This Unrestricted Global Note Certificate, including any non-contractual obligations arising out of or in connection with this Unrestricted Global Note Certificate, 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 Netherlands, 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 Netherlands.

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

KAZAKHSTAN TEMIR ZHOLY FINANCE B.V.

By:
(duly authorised)

ISSUED on 6 October 2010

**AUTHENTICATED for and on behalf of
The Bank of New York Mellon (Luxembourg) S.A.**
as registrar without recourse, warranty
or liability

By:
(duly authorised)

SCHEDULE A

**SCHEDULE OF INCREASE OR REDUCTION IN PRINCIPAL AMOUNT OF THE NOTES
REPRESENTED BY THIS UNRESTRICTED GLOBAL NOTE CERTIFICATE**

The following increases or reductions in the principal amount of the Notes represented by this Unrestricted Global Note Certificate have been made as a result of (i) redemption or purchase and cancellation of Notes or (ii) transfer of Notes (including transfers of interests between the Global Notes):

Date of Redemption/ Purchase and cancellation (stating which)	Amount of increase or decrease in principal amount of Notes represented by this Unrestricted Global Note Certificate	Principal Amount of Notes Represented by this Unrestricted Global Note Certificate following such increase or decrease	Notation made by or on behalf of the Principal Paying and Transfer Agent

[Attached to the Unrestricted Global Note Certificate:]

[Terms and Conditions as set out in Schedule 4 (Terms and Conditions of the Notes)]

[At the foot of the Terms and Conditions:]

**PRINCIPAL PAYING
AND TRANSFER AGENT**
The Bank of New York Mellon
One Canada Square
London E14 5AL
United Kingdom

**PRINCIPAL PAYING
AND TRANSFER AGENT**
The Bank of New York Mellon

One Canada Square
London E14 5AL
United Kingdom

REGISTRAR
The Bank of New York Mellon
(Luxembourg) S.A.
Vertigo Building – Polaris
2-4 rue Eugène Ruppert
L-2453 Luxembourg

Part 2

Form of Restricted Global Note Certificate

ISIN: US48667DAC83

Common Code: 054713479

NEITHER THIS NOTE NOR THE GUARANTEE HAS BEEN OR WILL BE REGISTERED UNDER, AND EACH WAS ORIGINALLY ISSUED OR MADE IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER, THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND THE NOTES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF REPRESENTS AND AGREES, FOR THE BENEFIT OF THE ISSUER AND THE GUARANTORS, THAT (A) THIS NOTE (AND ANY INTEREST HEREIN) MAY BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (1) TO THE ISSUER OR THE GUARANTORS, (2) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) IN AN OFFSHORE TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT OR (4) PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN EACH OF SUCH CASES IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION, AND THAT (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS NOTE (OR INTEREST HEREIN) FROM IT OF THE TRANSFER RESTRICTIONS REFERRED TO IN (A) ABOVE.

THIS NOTE AND ALL RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THIS NOTE TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE REALE OR TRANSFERS OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF THIS NOTE, THE HOLDER HEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.

Kazakhstan Temir Zholy Finance B.V.

(incorporated with limited liability in The Netherlands)

U.S.\$[●] 6.375 per cent. Notes due 2020

Guaranteed by

JSC Company Kazakhstan Temir Zholy

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

JSC Kaztemirtrans

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

and

JSC Locomotive

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

RESTRICTED GLOBAL NOTE CERTIFICATE

1. **Introduction:** This Restricted Global Note Certificate is issued in respect of the U.S.\$[●] 6.375 per cent. Notes due 2020 (the “Notes”) of Kazakhstan Temir Zholy Finance B.V. (the “Issuer”) and is jointly and severally unconditionally and irrevocably guaranteed by JSC National Company Kazakhstan Temir Zholy, JSC Kaztemirtrans and JSC Locomotive (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 6 October 2010 between the Issuer, the Guarantors and BNY 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 6 October 2010 (as amended or supplemented from time to time, the “Paying Agency Agreement”) and made between the Issuer, the Guarantors, The Bank of New York Mellon (Luxembourg) S.A., as registrar (the “Registrar”, which expression includes any successor registrar appointed from time to time in connection with the Notes), The Bank of New York Mellon, as principal paying and transfer agent (the “Principal Paying and Transfer Agent”), the other paying and transfer agent named therein and the Trustee.
2. **References to Conditions:** Any reference herein to the “Conditions” is to the terms and conditions of the Notes set out in Schedule 4 (*Terms and Conditions of the Notes*) of the Trust Deed and any reference to a numbered “Condition” is to the correspondingly numbered provision thereof.
3. **Registered holder:** This is to certify that:

Cede & Co.,

as nominee for The Depository Trust Company (“DTC”) is, at the date hereof, entered in the register maintained by the Registrar in relation to the Notes (the “Register”) as the duly registered holder (the “Holder”) of:

U.S.\$[●]

([●] UNITED STATES DOLLARS)

in aggregate principal amount of Notes or such other amount as is shown on the register of Noteholders as being represented by this Restricted Global Note Certificate and is duly endorsed (for information purposes only) in the third column of Schedule A to this Restricted Global Note Certificate.

4. **Promise to pay:** The Issuer, for value received, hereby promises to pay such principal sum to the Holder on 6 October 2020 (or on such earlier date or dates as the same may become payable in accordance with the Conditions), 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.
5. **Transfers:** Transfers of interests in the Notes represented by this Restricted Global Note Certificate for interests in the Unrestricted Global Note Certificate shall be made in accordance with the Paying Agency Agreement and in accordance with the operating procedures of the relevant clearing system and any such Transfers may only be made upon presentation of a certificate as provided in the Paying Agency Agreement.
6. **Exchange for Individual Note Certificates:** This Restricted Global Note Certificate will be exchanged in whole (but not in part) for duly authenticated and completed individual note certificates (“Individual Note Certificates”) in substantially the form (subject to completion)

set out in Schedule 2 (*Form of Individual Note Certificate*) to the Trust Deed if any of the following events occurs:

- (a) DTC notifies the Issuer or the Guarantors that it is no longer willing or able to discharge properly its responsibilities as depositary with respect to the Restricted Global Note, or ceases to be a “**clearing agency**” registered under the U.S. Securities Exchange Act of 1934, as amended, or is at any time no longer eligible to act as such and the Issuer or the Guarantors are unable to locate a qualified successor within 90 days of receiving notice of such ineligibility on the part of DTC (or, as the case may be, such other clearing system); or
- (b) the Issuer or any Guarantor has failed to pay an amount in respect of the Notes within five days of the date on which such amount became due and payable in accordance with the Conditions.

Such exchange shall be effected in accordance with paragraph 7 (*Delivery of Individual Note Certificates*). The Issuer or the Guarantors, as the case may be, shall notify the Holder of the occurrence of any of the events specified in (a) and (b) as soon as practicable thereafter.

7. **Delivery of Individual Note Certificates:** Whenever this Restricted Global Note Certificate is to be exchanged for Individual Note Certificates, such Individual Note Certificates shall be issued in an aggregate principal amount equal to the principal amount of this Global Note Certificate within five business days of the delivery, by or on behalf of the Holder, DTC, Euroclear and/or Clearstream, Luxembourg, to the Registrar of such information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the principal amount of each such person’s holding) against the surrender of this Restricted Global Note Certificate at the specified office (as defined in the Conditions) of the Registrar. Such exchange shall be effected in accordance with the provisions of the Paying Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any Holder or the Trustee, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, “**business day**” means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the Registrar has its specified office.
8. **Conditions apply:** Save as otherwise provided herein, the Holder of this Restricted Global Note Certificate shall have the benefit of, and be subject to, the Conditions and, for the purposes of this Restricted Global Note Certificate, any reference in the Conditions to “**Note Certificate**” or “**Note Certificates**” shall, except where the context otherwise requires, be construed so as to include this Restricted Global Note Certificate.
9. **Notices:** Notwithstanding Condition 17 (*Notices*), so long as this Restricted Global Note Certificate is held on behalf of DTC or any other clearing system (an “**Alternative Clearing System**”), notices to Holders of Notes represented by this Global Note Certificate (“**Noteholders**”) may be given by delivery of the relevant notice to DTC or (as the case may be) such Alternative Clearing System; provided, however, that, so long as the Notes are admitted to trading on the London Stock Exchange plc and its rules so require, notices will also be published in a leading newspaper having general circulation in London (which is expected to be the Financial Times).
10. **Meetings:** The Holder shall be treated at any meeting of Noteholders as having one vote in respect of each U.S.\$1,000 principal amount of Notes for which this Restricted Global Note Certificate may be exchanged.

11. **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 Restricted Global Note Certificate but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
12. **Payment:** Payments of principal and interest in respect of Notes represented by this Restricted Global Note Certificate will be made against presentation for endorsement and if no further payment falls to be made in respect of the Notes, surrender of the Restricted Global Note Certificate at the specified office of any Paying and Transfer Agent.
13. **Determination of entitlement:** This Restricted Global Note Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Restricted Global Note Certificate.
14. **Trustee Powers:** In considering the interests of Noteholders while this Restricted Global Note Certificate is held on behalf of a clearing system, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to this Restricted Global Note Certificate and may consider such interests as if such accountholders were the holders of this Restricted Global Note Certificate.
15. **Prescription:** This Restricted Global Note Certificate shall become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 12 (*Taxation*)).
16. **Purchase and Cancellation:** Cancellation of any Note required by the Conditions to be cancelled following its purchase shall be effected by reduction in the principal amount of this Restricted Global Note Certificate.
17. **Authentication:** This Restricted Global Note Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of The Bank of New York Mellon (Luxembourg) S.A., as registrar.
18. **Governing law:** This Restricted Global Note Certificate including any non-contractual obligations arising out of or in connection with this Restricted Global Note Certificate, 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 Netherlands, 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 Netherlands.

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

KAZAKHSTAN TEMIR ZHOLY FINANCE B.V.

By:
(duly authorised)

ISSUED on 6 October 2010

AUTHENTICATED for and on behalf of
The Bank of New York Mellon (Luxembourg) S.A.
as registrar without recourse, warranty
or liability

By:
(duly authorised)

SCHEDULE A

SCHEDULE OF INCREASE OR REDUCTION IN PRINCIPAL AMOUNT OF THE NOTES REPRESENTED BY THIS RESTRICTED GLOBAL NOTE CERTIFICATE

The following increases or reductions in the principal amount of the Notes represented by this Restricted Global Note Certificate have been made as a result of (i) redemption or purchase and cancellation of Notes or (ii) transfer of Notes (including transfers of interests between the Global Notes):

Date of Redemption/ Purchase and cancellation (stating which)	Amount of increase or decrease in principal amount of Notes represented by this Restricted Global Note Certificate	Principal Amount of Notes Represented by this Restricted Global Note Certificate following such increase or decrease	Notation made by or on behalf of the Principal Paying and Transfer Agent

[Attached to the Restricted Global Note Certificate:]

[Terms and Conditions as set out in Schedule 4 (Terms and Conditions of the Notes)]

[At the foot of the Terms and Conditions:]

**PRINCIPAL PAYING
AND TRANSFER AGENT**
The Bank of New York Mellon
One Canada Square
London E14 5AL
United Kingdom

**PRINCIPAL PAYING
AND TRANSFER AGENT**
The Bank of New York Mellon

One Canada Square
London E14 5AL
United Kingdom

REGISTRAR
The Bank of New York Mellon
(Luxembourg) S.A.
Vertigo Building – Polaris
2-4 Eugène Ruppert
L-2453 Luxembourg

SCHEDULE 2

FORM OF INDIVIDUAL NOTE CERTIFICATE

Serial Number:

ISIN: [●]

Common Code: [●]

[NEITHER THIS NOTE NOR THE GUARANTEE HAS BEEN OR WILL BE REGISTERED UNDER, AND EACH WAS ORIGINALLY ISSUED OR MADE IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER, THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND THE NOTES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF REPRESENTS AND AGREES, FOR THE BENEFIT OF THE ISSUER AND THE GUARANTORS, THAT (A) THIS NOTE (AND ANY INTEREST HEREIN) MAY BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (1) TO THE ISSUER OR THE GUARANTORS, (2) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) IN AN OFFSHORE TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT OR (4) PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN EACH OF SUCH CASES IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION, AND THAT (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS NOTE (OR INTEREST HEREIN) FROM IT OF THE TRANSFER RESTRICTIONS REFERRED TO IN (A) ABOVE.

THIS NOTE AND ALL RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THIS NOTE TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE REALE OR TRANSFERS OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF THIS NOTE, THE HOLDER HEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.]*

* Only include this legend if the Individual Note Certificate is issued upon exchange of the original Restricted Global Note Certificate.

[THE NOTES 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 REGULATION S UNDER THE SECURITIES ACT. TERMS USED ABOVE HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S.]**

** Include if Note has been transferred in reliance on Regulation S under the Securities Act during the Distribution Compliance Period or has been issued during the Distribution Compliance Period upon exchange of the Unrestricted Global Note Certificate.

Kazakhstan Temir Zholy Finance B.V.
(incorporated with limited liability in The Netherlands)

U.S.\$[●] 6.375 per cent. Notes due 2020

Guaranteed by

JSC National Company Kazakhstan Temir Zholy
(a joint stock company established in the Republic of Kazakhstan)
JSC Kaztemirtrans
(a joint stock company established in the Republic of Kazakhstan)
and
JSC Locomotive
(a joint stock company established in the Republic of Kazakhstan)

INDIVIDUAL NOTE CERTIFICATE

This Individual Note Certificate is issued in respect of the U.S.\$[●] 6.375 per cent. Notes due 2020 (the “**Notes**”) of Kazakhstan Temir Zholy Finance B.V. (the “**Issuer**”) and is jointly and severally unconditionally and irrevocably guaranteed by JSC National Company Kazakhstan Temir Zholy, JSC Kaztemirtrans and JSC Locomotive (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 6 October 2010 between the Issuer, the Guarantors and BNY 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 6 October 2010 (as amended or supplemented from time to time, the “**Paying Agency Agreement**”) and made between the Issuer, the Guarantors, The Bank of New York Mellon (Luxembourg) S.A., as registrar (the “**Registrar**”, which expression includes any successor registrar appointed from time to time in connection with the Notes), The Bank of New York Mellon, as principal paying and transfer agent (the “**Principal Paying and Transfer Agent**”), the other paying and transfer 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 on this Note Certificate are different from those appearing in the Schedule to the Trust Deed, the Conditions endorsed on this Note Certificate prevail.

This is to certify that:

.....
of
.....

is, at the date hereof, the person registered in the register maintained by the Registrar in relation to the Notes (the “**Register**”) as the duly registered holder or, if more than one person is so registered, the first-named of such persons (the “**Holder**”) of:

U.S.\$.....
(..... **UNITED STATES DOLLARS**)

in aggregate principal amount of the Notes.

The Issuer, for value received, hereby promises to pay such principal sum to the Holder on 6 October 2020 (or on such earlier date or dates as the same may become payable in accordance with the Conditions), 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 Individual Note Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Note Certificate.

This Individual Note Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of The Bank of New York Mellon (Luxembourg) S.A., as registrar.

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 Netherlands, 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 Netherlands.

This Individual Note Certificate, including any non-contractual obligations arising out of or in connection with this Individual Note Certificate, 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 the Note or Notes in respect of which this certificate is issued 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)

ISSUED on [●]

**AUTHENTICATED for and on behalf of
The Bank of New York Mellon (Luxembourg) S.A.**
as registrar without recourse, warranty
or liability

By:
(duly authorised)

FORM OF TRANSFER

Kazakhstan Temir Zholy Finance B.V.
(incorporated with limited liability in The Netherlands)

U.S.\$ [●] 6.375 per cent. Notes due 2020

Guaranteed by

JSC National Company Kazakhstan Temir Zholy
(a joint stock company established in the Republic of Kazakhstan)
JSC Kaztemirtrans
(a joint stock company established in the Republic of Kazakhstan)
and
JSC Locomotive
(a joint stock company established in the Republic of Kazakhstan)

FOR VALUE RECEIVED (the “**Transferor**”), being the registered holder of this Individual Note Certificate, hereby transfers to

.....
.....of.....
.....

.....U.S.\$ in principal amount of the U.S.\$[●] 6.375 per cent. Notes due 2020 (ISIN No. [●], Common Code: [●], [CUSIP No. [●]]) (the “**Notes**”) of Kazakhstan Temir Zholy Finance B.V. and irrevocably requests and authorises The Bank of New York Mellon (Luxembourg) S.A., in its capacity as Registrar, in relation to the Notes (or any successor to The Bank of New York Mellon (Luxembourg) S.A., in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

[[NOTE: INSERT [A] FOR TRANSFERS OF NOTES BEARING THE RULE 144A LEGEND TO TRANSFEREES THAT TAKE DELIVERY OF NOTES NOT BEARING THE RULE 144A LEGEND. INSERT [B] FOR TRANSFERS OF NOTES NOT BEARING THE RULE 144A LEGEND TO TRANSFEREES THAT TAKE DELIVERY OF NOTES BEARING THE RULE 144A LEGEND PRIOR TO THE EXPIRY OF THE DISTRIBUTION COMPLIANCE PERIOD.]

[A] In connection with such request and in respect of such Notes, the Transferor hereby certifies that (i) such transfer has been effected in accordance with the transfer restrictions set forth in the Notes and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction and (ii) either:

- (A) such transfer has been effected pursuant to and in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act, and accordingly the Transferor hereby certifies that:
 - 1. the offer and sale of the Notes was not made to a person in the United States or to or for the account or benefit of a U.S. person and such offer and sale was not targeted to an identifiable group of US citizens abroad;
 - 2. either
 - (a) at the time the buy order was originated, the Transferee was outside the United States or the undersigned and any person acting on its behalf reasonably believed that the Transferee was outside the United States, or

- (b) the transaction was executed in, on or through the facilities of a designated offshore securities market (as defined in Regulation S) and neither the Transferor nor any person acting on its behalf knows that the transaction was pre-arranged with a buyer in the United States;
 - 3. no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or 904(b) of Regulation S, as applicable;
 - 4. the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act; and
 - 5. if the Transferor is an officer or director of the Issuer or a distributor, who is an affiliate of the Issuer or distributor solely by holding such position, such sale is made in accordance with the applicable provisions of Rule 904(b)(2) of Regulation S; or
- (B) the transfer has been effected pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder.

[B] In connection with such request and in respect of such Notes, the Transferor hereby certifies that such transfer has been effected pursuant to and in accordance with Rule 144A under the Securities Act (“**Rule 144A**”) and, accordingly, the Transferor hereby further certifies that the beneficial interest in such Notes is being transferred to a person that the Transferor reasonably believes is purchasing the Notes for its own account, or for one or more accounts with respect to which such person exercises sole investment discretion, and such person, and each such account is a “**qualified institutional buyer**” within the meaning of Rule 144A, in each case in a transaction meeting the requirements of Rule 144A and in accordance with the transfer restrictions set forth in the Notes and any applicable securities laws of any state of the United States or any other jurisdiction.]

Dated:

By:
(duly authorised)

Notes

- (a) The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Individual Note Certificate.
- (b) A representative of such registered holder should state the capacity in which he signs, e.g. executor.
- (c) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the Registrar or the relevant Paying and Transfer Agent may require.
- (d) This form of transfer must be accompanied by such documents, evidence or information as the Registrar may require.
- (e) If the Transferor is a corporation, partnership or fiduciary, the title of the person signing on behalf of such Transferor must be stated.
- (f) Any transfer of Notes shall be in an amount equal to U.S.\$200,000 or integral multiples of U.S.\$1,000 in excess thereof.

[Attached to each Note Certificate:]

[Terms and Conditions as set out in Schedule 4 (Terms and Conditions of the Notes)]

[At the foot of the Terms and Conditions:]

**PRINCIPAL PAYING
AND TRANSFER AGENT**
The Bank of New York Mellon
One Canada Square
London E14 5AL
United Kingdom

**PRINCIPAL PAYING
AND TRANSFER AGENT**
The Bank of New York Mellon

One Canada Square
London E14 5AL
United Kingdom

REGISTRAR

The Bank of New York Mellon
(Luxembourg) S.A.
Vertigo Building – Polaris
2-4 rue Eugène Ruppert
L-2453 Luxembourg

SCHEDULE 3

PROVISIONS FOR MEETINGS OF NOTEHOLDERS

1. **Appointment of proxy or representative**
 - 1.1 A holder of Notes (whether such Notes are represented by a Global Note Certificate or an Individual Note Certificate) may, by an instrument in writing in the English language (a “**form of proxy**”) signed by the holder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation and delivered to the specified office of the Registrar or the Transfer Agent not less than 48 hours before the time fixed for the relevant meeting, appoint the person (a “**proxy**”) to act on his or its behalf in connection with any meeting or proposed meeting of the Noteholders and any adjourned such meeting.
 - 1.2 Any holder of Notes which is a corporation may, by delivering to any Agent not later than 48 hours before the time fixed for any meeting a resolution in English of its directors or other governing body, authorise any person to act as its representative (a “**representative**”) in connection with any meeting or proposed meeting of the Noteholders and any adjourned such meeting.
 - 1.3 Any proxy appointed pursuant to Paragraph 1.1 above or representative appointed pursuant to Paragraph 1.2 above shall so long as such appointment remains in full force be deemed, for all purposes in connection with the relevant meeting or proposed meeting or adjourned meeting of the Noteholders, to be the holder of the Notes to which such appointment relates and the holder of the Notes shall be deemed for such purposes not to be the holder or owner, respectively.
2. **Convening a meeting**
 - 2.1 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 or proposed meeting Notes for the time being outstanding shall, convene a meeting of the Noteholders. When required to convene a meeting, the Trustee shall do so as promptly as practicable. 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.
 - 2.2 At least 21 days’ notice (exclusive of the day on which the notice is given and of the day on which the meeting is held) specifying the day, time and place of meeting shall be given to the relevant Noteholders in the manner provided in the Conditions. A copy of the notice shall be given to the Trustee unless the meeting shall be convened by the Trustee and to the Issuer and the Guarantors unless the meeting shall be convened by the Issuer or any Guarantor. Such notice shall, unless in any particular case the Trustee otherwise agrees or determines, specify the terms of the resolution(s) to be proposed and shall include a statement to the effect that such Noteholders may, not less than 48 hours before the time fixed for the meeting, appoint proxies by executing and delivering a form of proxy in the English language as aforesaid or may appoint representatives by resolution of their directors or other governing body.
 - 2.3 A person (who may, but need not, be a Noteholder) nominated in writing by the Trustee shall be entitled to take the chair at every such 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 the holding of such meeting the Noteholders present shall choose one of their

number to be chairman and, failing such choice, the Issuer may appoint a chairman (who may, but need not, be a Noteholder).

3. **Quorum and Adjournment**

- 3.1 At any such meeting 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 shall (except for the purpose of passing an Extraordinary Resolution) form a quorum for the transaction of business and no business (other than the choosing of a chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement 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 of the matters specified in the proviso to paragraph 5 (*Powers of Meetings*) hereof the quorum will be one or more persons present in person holding such Notes or being proxies or representatives and holding or representing in the aggregate not less than three-quarters in principal amount of such Notes for the time being outstanding.
- 3.2 If within half an hour from the time appointed for any such meeting a quorum is not present the meeting shall, if convened upon the requisition of Noteholders, be dissolved. In any other case it shall be adjourned for such period, not being less than 14 days nor more than forty-two days, as may be appointed by the chairman either at or after the meeting. Save as otherwise provided in paragraph 5 (*Powers of Meetings*) hereof, at such adjourned meeting one or more persons present in person holding Notes or being proxies or representatives shall form a quorum and shall have the 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 a quorum been present at such meeting; provided that at any adjourned meeting at which is to be proposed an Extraordinary Resolution for the purpose of effecting any of the modifications specified in the proviso to paragraph 5 (*Powers of meetings*) the quorum shall be one or more persons so present holding Notes or being proxies or representatives and holding or representing in the aggregate not less than one quarter in principal amount of the Notes for the time being outstanding.
- 3.3 The chairman may with the consent of (and shall if directed by) any 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.
- 3.4 At least 10 days' notice of any meeting adjourned through want of a quorum shall be given in the same manner as for an original meeting and such notice shall state the quorum required at such adjourned meeting. Subject as aforesaid it shall not be necessary to give any notice of an adjourned meeting.

4. **Voting**

- 4.1 Every question submitted to a meeting shall be decided in the first instance by a show of hands and in case of equality of votes the chairman shall both in a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Noteholder or as a proxy or as a representative.
- 4.2 At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or by one or more persons present holding Notes or being proxies or representatives and holding or representing in the aggregate not less than one-

fiftieth part of the principal amount of Notes then outstanding, a declaration by the chairman that a resolution has been carried by a particular majority or lost or not carried by any 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.

- 4.3 If at any meeting a poll is so demanded, it shall be taken in such manner and (subject as hereinafter provided) either at once or after such 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 question to which the poll has been demanded.
- 4.4 Any poll demanded at any meeting on the election of a chairman or on any question of adjournment shall be taken at the meeting without adjournment.
- 4.5 The Trustee, the Issuer and any Guarantor (through their respective representatives) and their respective financial and legal advisers shall be entitled to attend and speak at any meeting of the Noteholders. Save as aforesaid, no person shall be entitled to attend or vote at any meeting of the Noteholders or to join with others in requesting the convening of such a meeting unless he is a Noteholder or is a proxy or a representative. Neither the Issuer, any Guarantor nor any of their subsidiaries shall be entitled to vote in respect of Notes beneficially owned by or on behalf of any of them but this shall not prevent any proxy or any representative from being a director, officer or representative of, or otherwise connected with, the Issuer, any Guarantor or any of their subsidiaries.
- 4.6 Subject as provided in paragraph 4.5 hereof at any meeting (a) on a show of hands every person who is present in person and is a Noteholder or is a proxy or representative shall have one vote and (b) on a poll every person who is so present shall have one vote in respect of U.S.\$1,000 in principal amount of each such Note so held or owned or in respect of which he is a proxy or a representative. Without prejudice to the obligations of proxies, any persons 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.
- 4.7 The proxies and representatives need not be Noteholders.
- 4.8 Each form of proxy shall be deposited by the Principal Paying Agent, Paying Agent or (as the case may be) by the Registrar or a Transfer Agent at such place as the Trustee shall designate or approve not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the proxies named in the form of proxy propose to vote and in default the form of proxy shall not be treated as valid unless the chairman of the meeting decides otherwise before such meeting or adjourned meeting proceeds to business. A copy of each form of proxy shall be deposited with the Trustee before the commencement of the meeting or adjourned meeting but the Trustee shall not thereby be obliged to investigate or be concerned with the validity of or the authority of the proxies named in such form of proxy.
- 4.9 Any vote given in accordance with the terms of a form of proxy shall be valid notwithstanding the previous revocation or amendment of the form of proxy or of any of the Noteholders' instructions pursuant to which it was executed, provided that no intimation in writing of such revocation or amendment shall have been received by the Principal Paying Agent at its registered office or by the chairman of the meeting, in each case by the time being 24 hours before the commencement of the meeting or adjourned meeting at which the form of proxy is intended to be used.

5. Powers of meetings

A meeting of Noteholders shall, subject to the Conditions, in addition to the power hereinbefore given, but without prejudice to any powers conferred on other persons by this Trust Deed, have the following powers exercisable by Extraordinary Resolution namely:

- (i) 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;
- (ii) 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;
- (iii) 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;
- (iv) 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;
- (v) 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;
- (vi) 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;
- (vii) 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
- (viii) 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,

provided that the provisions of paragraph 3.2 (*Quorum and Adjournment*) of this Schedule for a reduced quorum at adjourned meetings shall not apply to any resolution:

- (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 12 (*Taxation*) or under the Trust Deed;

- (vi) to modify the covenants of the Issuer or any Guarantor in Conditions 4 (*Negative Pledge*), 5 (*Limitations on Changes in Business and Disposals of Assets*), 6 (*Limitations on Merger or Consolidation*), 9(c) (*Redemption at the option of the Noteholders*) or 9(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;
- (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; or
- (ix) to amend this proviso.

The quorum for such a resolution at an adjourned meeting shall be one or more persons present in person holding Notes and/or being proxies or representatives and holding or representing in the aggregate not less than one-quarter in principal amount of such Notes for the time being outstanding.

6. **Effect of Publication of an Extraordinary Resolution**

Any Resolution passed at a meeting of Noteholders duly convened and held in accordance with this Trust Deed shall be binding upon all Noteholders whether present or not present at such meeting, and such Noteholders shall be bound to give effect thereto accordingly. The passing of any such Resolution shall be conclusive evidence that the circumstances of any Resolution justify the passing thereof. Notice of the result of the voting on any Resolution duly considered by the Noteholders shall be given to the Noteholders by the Trustee in accordance with Condition 17 (*Notices*) within 14 days of such result being known provided that the failure to give such notice shall not invalidate such Resolution.

7. **Extraordinary Resolution**

The expression “Extraordinary Resolution” when used in this Trust Deed means a resolution passed at a meeting of Noteholders duly convened and held in accordance with the provisions contained herein by the affirmative vote of such holders present in person or represented by proxy or representative owning in the aggregate not less than two-thirds in principal amount of such Notes owned by the holders who are so present or represented at the meeting.

8. **Minutes**

Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered in the books to be from time to time provided for that purpose by the Trustee 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 or by the chairman of the next succeeding meeting of the Noteholders 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 and signed as aforesaid shall be deemed to have been duly held and convened and all resolutions passed or proceedings transacted thereat to have been duly passed and transacted.

9. **Trustee’s Powers to Prescribe Regulations**

Subject to all other provisions contained in this Trust Deed, the Trustee may without the consent of any Noteholders prescribe such further regulations regarding the holding of meetings of any Noteholders and attendance and voting thereat as the Trustee may in its sole discretion determine.

10. **More than one series of Notes**

The following provisions shall apply where outstanding Notes belong to more than one series:

- (i) Business which in the opinion of the Trustee affects the Notes of only one series shall be transacted at a separate meeting of the holders of the Notes of that series.
- (ii) Business which in the opinion of the Trustee affects the Notes of more than one series but does not give rise to an actual or potential conflict of interest between the holder of Notes of one such series and the holders of Notes of any other such series shall be transacted either at separate meetings of the holders of the Notes of each such series or at a single meeting of the holders of the Notes of all such series, as the Trustee shall in its absolute discretion determine.
- (iii) Business which in the opinion of the Trustee affects the Notes of more than one series and gives rise to an actual or potential conflict of interest between the holders of Notes of one such series and the holders of Notes of any other such series shall be transacted at separate meetings of the holders of the Notes of each such series.
- (iv) Where necessary, the preceding paragraphs of this Schedule shall be applied as if references to the Notes and Noteholders were to the Notes of the relevant series and to the holders of the relevant Notes.
- (v) In this paragraph, “**Business**” includes (without limitation) the passing or rejection of any resolution.

11. **Written Resolutions**

A resolution in writing signed (i) by or on behalf of the holders of all of the Notes of a class who for the time being are entitled to receive notice of a meeting or (ii) if such holders have been given at least 21 days’ notice of such resolution, by or on behalf of persons holding three-quarters of the aggregate principal amount of the relevant outstanding Notes, shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of the Noteholders of that class duly convened and held. Such resolution in writing 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 relevant Noteholders and the date of such resolution shall be the date of the latest such document.

SCHEDULE 4

TERMS AND CONDITIONS OF THE NOTES

The following (subject to amendment and save for the text in italics) are the terms and conditions of the Notes which will be endorsed on each Individual Note Certificate and will be attached and (subject to the provisions thereof) apply to each relevant Global Note:

This Note is one of a duly authorised issue of U.S.\$700,000,000 6.375 per cent. Notes due 2020 (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 18 (*Further Issues*) and forming a single series therewith), issued by Kazakhstan Temir Zholy Finance B.V. (the “Issuer”) and guaranteed by JSC National Company Kazakhstan Temir Zholy (“KTZ”), JSC Kaztemirtrans and JSC Locomotive (each a “Guarantor” and together, the “Guarantors”, which term shall also include any Person becoming a Guarantor pursuant to Condition 5 (*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 6 October 2010 (the “Trust Deed”) between the Issuer, each Guarantor and BNY 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 6 October 2010 with the Trustee, The Bank of New York Mellon (Luxembourg) S.A. as registrar (the “Registrar”), The Bank of New York Mellon, as principal paying agent (the “Principal Paying Agent”), the other paying agents named therein (together with the Principal Paying Agent, the “Paying Agents”) and the transfer agents (the “Transfer Agents”) named therein. The Registrar, Paying Agents and Transfer Agents are together referred to herein as the “Agents”, which expression and each of which definitions encompassed thereby include any successor agents appointed in these capacities from time to time in connection with the Notes.

References to the “Issuer” refer to, prior to completion of the Initial Substitution (as defined in the Trust Deed), Kazakhstan Temir Zholy Finance B.V. and not to any of its subsidiaries and, if and upon completion of the Substitution, JSC National Company Kazakhstan Temir Zholy and not to any of its subsidiaries.

The holders of the Notes are bound by, subject to, and are deemed to have notice of, all the provisions of the Notes, 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 Agents and the Trustee. The initial Agents and their initial specified offices are listed below.

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 registered form. Notes sold (i) in offshore transactions in reliance on Regulation S (“Regulation S”) under the Securities Act of 1933, as amended (the “Securities Act”) will be issued in minimum denominations of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof and (ii) to qualified institutional buyers (“QIBs”) in reliance on Rule 144A under the Securities Act (“Rule 144A”) will be issued in minimum denominations of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof (each such denomination referred to in (i) and (ii), an “authorised denomination”). The Notes will be represented by (i) a registered global note certificate representing the Notes which are resold pursuant to Rule 144A, in the form or substantially in the form set out in Schedule 1, Part 2 (*Form of Restricted Global Note Certificate*) of the Trust Deed (the “Restricted Global Note”) and (ii); the registered global note certificate representing the Notes to be issued pursuant to Clause 3.1 (*Global Note Certificates*) which are sold outside the United States in reliance on Regulation S, in the form or substantially in the form set out in Schedule 1, Part 1 (*Form of Unrestricted Global Note Certificate*) of the Trust Deed (the “Unrestricted Global Note” and, together with the Restricted Global Note, the “Global Notes”). A certificate (each a “Note Certificate”) will be issued to each Noteholder in respect of its registered holding or holdings of Notes. Each Note Certificate will be numbered serially with an identifying number which

will be recorded in the register (the “Register”) which the Issuer shall procure to be kept by the Registrar.

(b) *Title*

Title to the Notes will pass by transfer and upon registration in the Register. In these Conditions, “Noteholder” and “holder” mean the Person (as such term is defined below) in whose name a Note is registered in the Register (or, in the case of joint holders, the first-named thereof) and “holders” will be construed accordingly. The holder of any Note will (except as otherwise ordered by a court of competent jurisdiction or required by law) be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or any interest therein, any writing thereon by any Person (other than a duly executed transfer thereof in the form endorsed thereon) or any notice of any previous theft or loss thereof and no Person will be liable for so treating the holder.

As used in these Conditions, “Person” means any individual, company, corporation, firm, partnership, joint venture, association, unincorporated organisation, trust or other judicial entity including, without limitation, any state or agency of a state or other entity, whether or not having separate legal personality.

Notes sold to QIBs in the United States in reliance on Rule 144A under the Securities Act will be represented by the Restricted Global Note. Notes sold to investors outside the United States in reliance on Regulation S under the Securities Act will be represented by the Unrestricted Global Note. The Unrestricted Global Note will be deposited with, and registered in the name of a nominee for, a common depository for Euroclear Bank SA/NV (“Euroclear”) and Clearstream Banking, société anonyme (“Clearstream, Luxembourg”).

Ownership of beneficial interests in the Restricted Global Note will be limited to persons that have accounts with DTC or persons that may hold interests through such participants. Ownership of beneficial interests in the Unrestricted Global Note will be limited to Persons that have accounts with Euroclear or Clearstream, Luxembourg or Persons that may hold interests through such participants. Beneficial interests in the Global Notes will be shown on, and transfers thereof will be effected through, records maintained in book entry form by DTC and its participants or by Euroclear, Clearstream, Luxembourg and their participants as applicable. Global Notes will be exchangeable for Notes in definitive form only in certain limited circumstances specified in the Global Note.

(c) *Third party rights*

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

2. Transfer of Notes and Issue of Notes

(a) *Transfer*

Subject to Conditions 2(d) and 2(e), a Note may be transferred in whole or in part in an authorised denomination upon the surrender of the Note Certificate representing that Note, together with the form of transfer endorsed thereon (the “Transfer Form”) (including any certification as to compliance with restrictions on transfer included in the Transfer Form) duly completed and executed, at the specified office of the Registrar or any Transfer Agent, together with such evidence as the Registrar or, as the case may be, such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the Person(s) who have executed the Transfer Form. Transfer Forms are available from any Transfer Agent, the Registrar and the Issuer upon the request of any holder. In the case of a transfer of only a portion of the Notes represented by a Note Certificate, neither the portion transferred nor the balance thereof not transferred may be less than U.S.\$200,000, and a new Note Certificate in respect of the balance not so transferred will be issued to the transferor.

(b) *Delivery*

Each new Note Certificate to be issued upon a transfer of any Notes will, within five Business Days of due surrender of the Note Certificate in accordance with Condition 2(a), be delivered at the specified office of the Registrar or, as the case may be, any Transfer Agent or (at the request and the risk of such transferee) mailed free of charge to the transferee by uninsured post to such address as the transferee entitled to the Notes represented by such Note

Certificate may have specified. In this Condition 2(b), “Business Day” means a day (other than a Saturday or Sunday) on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the Registrar or the relevant Transfer Agent has its specified office.

(c) *No Charge*

Registration or transfer of Notes will be effected without charge to the holder or transferee(s) thereof, but upon payment (or against such indemnity from the holder or the transferee(s) thereof as the Registrar or the relevant Transfer Agent may require) in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such registration or transfer.

(d) *Closed Periods*

No Noteholder may require the transfer of a Note to be registered during the period of 15 calendar days prior to the due date for any payment of principal or interest in respect of such Note.

(e) *Regulations concerning Transfer and Registration*

All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning transfer of Notes set forth in the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar and the Transfer Agents. A copy of the current regulations will be sent, free of charge, by the Registrar or any Transfer Agent to any Noteholder who so requests in writing.

3. **Status**

(a) *Status of the Notes*

The Notes constitute direct, general, unconditional, unsubordinated and (subject to Condition 4 (*Negative Pledge*)) unsecured obligations of the Issuer. The Notes 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 (and each of the Additional Guarantors will) unconditionally and irrevocably guaranteed (or, in the case of a Person becoming a Guarantor pursuant to the provisions of Condition 5 (*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 such a Person becoming a Guarantor, will constitute) direct, general, unconditional, unsubordinated and (subject to Condition 4 (*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 an Additional Guarantor, 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.

4. **Negative Pledge**

(a) *Negative Pledge of the Issuer*

Prior to the Initial Substitution, if any, so long as any Note remains outstanding, the Issuer shall not create, incur, assume or permit to arise or subsist any Security Interest upon the whole or any part of its undertaking, assets or revenues, present or future, to secure any Financial Indebtedness of the Issuer 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 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 and, following the Initial Substitution, 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 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 or, following the Initial Substitution, the Issuer'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” for any year and without double counting means the net profit of KTZ 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 like manner to interest accrued in respect of Financial Indebtedness as an obligation of or owed to KTZ 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 KTZ 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 KTZ's consolidated statement of income and (v) after deducting any gains and adding any losses attributable to the foreign currency exchange differences applicable to KTZ or any Consolidated Subsidiary.

“Consolidated Subsidiaries” means, at any time, those Subsidiaries of KTZ that are consolidated in the most recent consolidated audited accounts of KTZ 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 for the time being;

“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 KTZ (including each of the other Guarantors) whose gross assets, gross revenues or pre-tax profits attributable to KTZ represent 10.0 per cent. or more of the consolidated gross assets, consolidated gross revenues or pre-tax profits, as the case may be, of KTZ 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 KTZ delivered to the Trustee stating which of its Subsidiaries are Material Subsidiaries and, for the avoidance of doubt, a Subsidiary of KTZ 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 KTZ that in KTZ's management's opinion a Subsidiary of KTZ 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 KTZ 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 (i) granted in favour of a Guarantor by any Material Subsidiary to secure Financial Indebtedness owed by such Subsidiary to such Guarantor, (ii) 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 a Guarantor or any Material Subsidiary held by financial institutions, (iii) 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, (iv) on or relating to any property or assets hereafter acquired by a 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), (v) 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, (vi) granted upon or with regard to any property or assets of a 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 per cent. of Consolidated EBITDA in the most recent financial year for which KTZ has audited consolidated financial statements prepared in accordance with IFRS, (vii) 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 Guarantor or any Material Subsidiary against fluctuations in interest or foreign currency rates, (viii) not covered by any of clauses (i) through (vii), 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 per cent. of Consolidated EBITDA in the most recent financial year for which KTZ has audited financial statements prepared in accordance with IFRS (or the equivalent in other currencies), or (ix) 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 any 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 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 per cent. 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.

5. Limitations on Changes in Business and Disposals of Assets

(a) *Limitation on Changes in Business*

KTZ shall procure that the business of KTZ 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 by the Issuer*

For so long as any Note remains outstanding, the Issuer 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, in the opinion of the Trustee, a substantial part of its assets or property to any Person.

(c) *Limitations on Disposals by each Guarantor*

For so long as any Note remains outstanding, except as permitted by Condition 6 (*Limitations on Merger or Consolidation*), each Guarantor will not, and (in the case of KTZ) will procure that the Material Subsidiaries 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) below) to KTZ or a Subsidiary of KTZ (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 KTZ and (in the case of a disposal to either a Transferee Subsidiary or an Eligible Transferee) no Event of Default (as defined in Condition 13 (*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 the Issuer or 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 7 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 7 (*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 relevant Guarantor's business; or

- (iv) disposals of other Core Assets provided that the aggregate value of all such other Core Assets disposed of since 31 December 2009 does not exceed at any time 15 per cent. of the value of property, plant and equipment as shown in KTZ's then most recent audited consolidated financial statements prepared in accordance with IFRS.

(d) *Defined Terms*

For the purposes of these Conditions:

“Core Assets” means (i) the infrastructure of Kazakhstan's national railway network, being the track and related signalling, communications and control systems, (ii) the locomotives and cargo wagons now owned or hereafter acquired by Locomotive 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;

“network services” means any activity which consists of, or is comprised in, the provision or operation of a railway network (or of any of the track or other installations comprised in a railway network) and includes the construction, maintenance, re-alignment, reconfiguration or renewal of track, the installation, operation, maintenance or renewal of a railway signalling system or of any other railway communication equipment, the construction, control, ownership, maintenance or renewal of electrical conductor rails or overhead lines, of any supports for such rails or lines, and of any electrical substations or power connections used or to be used in connection therewith, and the provision of electrical power by means thereof, and the exercise of day-to-day control over train movements over or along any track comprised in the relevant network;

“track” means any land or other property comprising the permanent way of any railway, taken 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, and any reference to track includes a reference to any level 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;

“maintenance” includes the detection and rectification of any faults; and

“Eligible Transferee” means any Person which is not a Subsidiary of KTZ but is engaged in business in the railway transportation sector in Kazakhstan and is Controlled by the Government of Kazakhstan.

6. Limitations on Merger or Consolidation

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

Neither the Issuer (except in respect of the Initial Substitution, if any) nor 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 each Guarantor, as the case may be, is merged (the “Successor Company”) agrees in writing to assume 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, in the case of the Issuer, of two directors of the Issuer or, in the case of a Guarantor, of the General Manager of such Guarantor, stating that the consolidation or merger complies with this Condition 6 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 6(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 12 (*Taxation*), (A) to pay such Additional Amounts 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.

(b) *Effect of Consolidation or Merger*

Upon any consolidation, merger, conveyance or transfer in accordance with this Condition 6 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.

7. **Additional Guarantors**

The Issuer and each Guarantor shall ensure that on the Issue Date and as at the end of each of KTZ's fiscal years beginning with the fiscal year ending December 31, 2010 (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 KTZ and its Subsidiaries (determined on a consolidated basis), by causing one or more of its Subsidiaries that are not Guarantors to become Guarantors 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 KTZ 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 17 (*Notices*) of the addition of each Additional Guarantor and, so long as the Notes are listed on the London Stock 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 London Stock Exchange and/or such other exchange (including preparation of a supplemental prospectus). The accession of the Additional Guarantors pursuant to this Condition 7 shall be conditional upon receipt by the Trustee of a legal opinion, 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. 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 an Additional Guarantor, as the case may be, to contravene their fiduciary duties, to incur civil or criminal liability or to contravene any legal prohibition.

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 5 (*Limitations on Changes in Business and Disposals of Assets*) and Condition 6 (*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 5 (*Limitations on Changes in Business and Disposals of Assets*) and Condition 6 (*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 (i) or (ii) above is in compliance with this Condition 7 (*Additional Guarantors*).

The Issuer shall promptly notify the Trustee and the Noteholders in accordance with Condition 17 (*Notices*) of the release of any Guarantor.

8. Provision of Certain Information

For so long as any Notes are outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the United States Securities Act of 1933, as amended (the “Securities Act”), each of the Issuer and each Guarantor will furnish upon the request of a holder of Notes or a beneficial owner of an interest therein to such holder or beneficial owner or to a prospective purchaser of Notes designated by such holder or beneficial owner, the information required to be delivered under Rule 144A(d)(4) under the Securities Act, and will otherwise comply with the requirements of Rule 144A under the Securities Act, if, at the time of such request, the Issuer or the relevant Guarantor is not a reporting company under Section 13 or Section 15(d) of the United States Securities Exchange Act of 1934, as amended, or exempt from reporting pursuant to Rule 12g3-2(b) thereunder.

9. Interest

(a) Interest Payment Dates

The Notes bear interest from (and including), 6 October 2010 (the “Issue Date”) to (but excluding) the Final Redemption Date (as defined in Condition 10 (*Redemption, Purchase and Cancellation*)) at the rate of 6.375 % per annum, payable semi-annually in arrear on 6 April and 6 October in each year commencing on 6 April 2011 (each, an “Interest Payment Date”), subject as provided in Condition 11 (*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, after presentation of the relevant Note Certificate, 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*

Where interest is to be calculated in respect of a period which is equal to or shorter than an Interest Period, the day-count fraction applied to calculate the amount of interest payable in respect of each Note shall be the number of days in the relevant period from (and including) the date from which interest begins to accrue to (but excluding) the date on which it falls due, divided by the number of days in the Interest Period in which the relevant period falls (including the first such day but excluding the last).

10. Redemption, Purchase and Cancellation

(a) *Final Redemption*

Unless previously redeemed or purchased and cancelled, the Notes will be redeemed at their principal amount on 6 October 2020 (the "Final Redemption Date"), subject as provided in Condition 11 (*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 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 12 (*Taxation*) as a result of any change in, or amendment of, the laws, treaties or regulations of The Netherlands 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 6 October 2010, and such obligation cannot be avoided by the Issuer taking reasonable measures available to it or (ii) KTZ satisfies the Trustee immediately prior to the giving of such notice by the Issuer 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 12 (*Taxation*) or the Guarantee, as the case may be, or KTZ has or will become obliged to make any such withholding or deduction as is referred to in Condition 12 (*Taxation*) or the Guarantee, as the case may be, from any amount paid by it to the Issuer in order to enable the Issuer to make a payment of principal or interest in respect of the Notes, in either case to any greater extent than would have been required had such a payment been required to be made on 6 October 2010, 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 6 October 2010, and such obligation cannot be avoided by the relevant Guarantor or KTZ, as the case may be, 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, such Guarantor or KTZ, as the case may be, would be obliged to pay such Additional Amounts or make such withholding or deduction. Prior to the publication of any notice of redemption pursuant to this Condition 10(b), the Issuer shall deliver or procure that there is delivered to the Trustee a certificate signed by two directors of the Issuer 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) has or will become obliged to pay such Additional Amounts or (as the case may be) or KTZ has or will become obliged 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 10(b), the Issuer shall be bound to redeem the Notes in accordance with this Condition 10(b).

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

Following the occurrence of a Relevant Event, the Issuer, failing which KTZ, will, give notice in accordance with Condition 17 (*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 Noteholders (the “Put Settlement Date”) (with a copy to the Trustee) at 101 per cent. of its principal amount together with interest accrued to the Put Settlement Date. In order to exercise the option contained in this Condition 10(c) the holder of a Note must, not less than 15 days before the Put Settlement date, deposit with any Paying and Transfer Agent the relevant Note Certificate and a duly completed put option notice (a “Put Option Notice”) in the form obtainable from any Paying and Transfer Agent. No Note Certificate, once deposited with a duly completed Put Option Notice in accordance with this Condition 10(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 Certificate on the Put Settlement Date, payment of the redemption moneys is improperly withheld or refused, such Note Certificate shall, without prejudice to the exercise of the relevant option, be returned to the holder by uninsured first class mail (airmail if overseas) at such address as may have been given by such Noteholder in the relevant Put Option Notice. The Trustee shall not 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 a Subsidiary of KTZ, KTZ ceasing to be Controlled by the Government of the Republic of Kazakhstan or any other Guarantor ceasing to be a Subsidiary of KTZ or otherwise Controlled by the Government of Kazakhstan.

For the avoidance of doubt the substitution of KTZ for the Issuer shall not constitute a Relevant Event.

If this Note is represented by a Global Note Certificate or is in definitive form and held through DTC, Euroclear or Clearstream, Luxembourg to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Paying and Transfer Agent of such exercise in accordance with the standard procedures of DTC, Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by DTC, Euroclear or Clearstream, Luxembourg or any common depositary for them to the Paying and Transfer Agent by electronic means) in a form acceptable to DTC, Euroclear and Clearstream, Luxembourg from time to time and, if this Note is represented by a Global Note Certificate, at the same time present or procure the presentation of the relevant Global Note Certificate to the Paying and Transfer Agent for notation accordingly.

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

If 75 per cent. 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 10(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 17 (*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 10.

(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, 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 or, in the case of any Notes resold pursuant to Rule 144A, is only made to QIBs or surrendered for cancellation, at the option of the Issuer or such Guarantor, as the case may be. 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 forthwith and may not be re-issued or re-sold. For so long as the Notes are admitted to trading on the London Stock Exchange plc (the "Stock Exchange") and the rules of such exchange so require, the Issuer shall promptly inform the Stock Exchange of the cancellation of any Notes under this Condition 10(g).

11. Payments

(a) *Payment Currency*

The Notes will be denominated in, and payments in respect thereof will be payable in, U.S. dollars.

(b) *Principal*

Payment of principal (whenever due) and interest due on redemption will be made by transfer to the account of the Noteholder appearing in the Register or if it does not have such an account, by U.S. dollar cheque drawn on a bank in New York City mailed to the registered address of the Noteholder by uninsured mail at the risk of the Noteholder. Such payment will only be made upon presentation and surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificate at the specified office of the Registrar or any Paying Agent.

(c) *Interest*

Subject to the paragraph directly following below and Condition 11(d), payment of interest (other than interest due on redemption) in respect of each Note will be made by U.S. dollar cheque drawn on a bank in New York City and mailed to the relevant Noteholder at the address appearing in the Register as provided below. For the purposes of Condition 11(a) or 11(b), the Noteholder will be deemed to be the Person shown as the holder (or the first-named of joint holders) on the Register on the fifteenth day before the due date for such payment.

Upon application by a Noteholder to the specified office of the Registrar not later than the fifteenth day before the due date for the payment of any interest (other than interest due on redemption) in respect of such Note, such payment will be made by transfer to a U.S. dollar account maintained by the payee with a bank in New York City. Any such application or transfer to a U.S. dollar account shall be deemed to relate to all future payments of interest (other than interest due on redemption) in respect of the Notes which become payable to the Noteholder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such Noteholder.

(d) *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 this Condition 11. No commissions or expenses shall be charged to the Noteholders in respect of such payments.

(e) *Payment on Business Days*

Where payment is to be made by transfer to the account of a Noteholder appearing in the Register, payment instructions (for value the due date or, if that is not a Business Day (as such term is defined below), for value the first following day which is a Business Day) will be initiated (i) on the due date for payment or, if later, the day on which the relevant Note Certificate is surrendered at the specified office of any of the Paying Agents (in the case of principal and interest due on redemption) and (ii) on the due date for payment (in the case of interest due other than on redemption).

Where payment is to be made by cheque, the cheque will be mailed on the Business Day immediately preceding the due date for payment or, if later, the day on which the relevant

Note Certificate is surrendered at the specified office of any of the Paying Agents (or if such day is not a Business Day, the immediately following Business Day) (in the case of principal and interest due on redemption) or on the Business Day immediately preceding the due date for payment (in the case of interest due other than on redemption).

Unless the context otherwise requires, in these Conditions, “Business Day” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and New York City and, in the case of the surrender of a Note Certificate, in the place where the Note Certificate is surrendered.

(f) *Payment Delays*

Noteholders will not be entitled to payment of any interest or other amounts for any delay after the due date in receiving any amount due in respect of any Note as a result of the due date not being a Business Day, the Noteholder being late in surrendering its Note Certificate (if required to do so) or a cheque mailed in accordance with this Condition 11 arriving after the due date for the payment or being lost in the mail.

(g) *Partial Payments*

If at any time a partial payment of principal and/or interest is made in respect of any Note, the Registrar shall endorse the Register with a statement indicating the amount and date of such payment.

(h) *Agents*

The names of the initial Agents and their initial specified offices are set forth below. Any of the Agents may resign in accordance with the provisions of the Agency Agreement and each of the Issuer and each Guarantor reserves the right at any time with the prior written approval of the Trustee to vary or terminate the appointment of any Agent and appoint additional or other Agents provided that it will at all times maintain a Registrar, having a specified office in New York and a Paying Agent and a Transfer Agent having a specified office in Europe, which will be in London, so long as the Notes are admitted to trading on the Stock Exchange and the rules of the Stock Exchange so require. Notice of any such termination or appointment and of any change in the specified offices of the Agents will be published in accordance with Condition 17 (*Notices*).

12. **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 Netherlands or 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 as may be necessary in order that every net payment of the principal of and interest on such Note, 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 The Netherlands, in case of Taxes imposed by the Netherlands, or in Kazakhstan, in case of Taxes imposed by the Republic of 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 (ii) the presentation by the holder of the relevant Note 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 and the holder of the relevant Note could

have avoided such withholding or deduction by presenting the relevant Note to another Paying Agent in a member state of the European Union; or (c) with respect to any payment on a Note 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.

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 12 are or have become illegal, unenforceable or otherwise invalid, the Issuer and each Guarantor will indemnify and hold harmless each holder of a Note 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 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 Netherlands or, in the case of a Guarantor, the Republic of Kazakhstan, references in these Conditions to The Netherlands or, as the case may be, the Republic of Kazakhstan shall be read and construed as a reference to The Netherlands and/or 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 shall be deemed also to include a reference to any Additional Amounts which may be payable under this Condition 12.

13. 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 13) 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 6 (*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 Netherlands or the Republic of Kazakhstan, has an analogous effect to any of the events referred to 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:* 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 KTZ 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, revenues.

14. Prescription

Claims in respect of principal of and interest or other amounts (including Additional Amounts) payable under the Notes 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.

15. Replacement of Note Certificates

If any Note Certificate is mutilated, defaced, destroyed, stolen or lost it may be replaced at the specified office of the Registrar or any Transfer 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 and/or the Registrar may reasonably require. Mutilated or defaced Note Certificates must be surrendered before replacements will be issued.

16. Meetings of Noteholders, Amendment, Modification and Waiver

(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 12 (*Taxation*) or under the Trust Deed; (vi) to modify the covenants of the Issuer or any Guarantor in Conditions 4 (*Negative Pledge*), 5 (*Limitations on Changes in Business and Disposals of Assets*), 6 (*Limitations on Merger or Consolidation*), 10(c) (*Redemption at the option of the Noteholders*) or 10(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.

(b) *Modification and Waiver*

Subject to the Trust Deed, the Trustee may agree, without the consent of the Noteholders, (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. Any such modification, waiver or authorisation shall be binding on the Noteholders 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 16), 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 provides that at KTZ's written request, prior to the second interest payment date on the Notes, the Trustee shall, subject to such amendment of the Trust Deed and such other conditions as set forth in the Trust Deed, without the consent of the Noteholders, agree to the substitution of KTZ or its successor in business in place of the Issuer as the principal debtor under the Trust Deed and the Notes. The Trustee is not required to make any determination as to whether the Initial Substitution is materially prejudicial to the Noteholders. The Trust Deed also 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 a Guarantor, or of any previous substituted company.

17. Notices

(a) *To Noteholders*

Notices to Noteholders will be sent to them by first class mail (or equivalent) or (if posted to an overseas address) by airmail at their respective addresses on the Register. Any such notice shall be deemed to have been given on the fourth day after the date of mailing. In addition, so long as the Notes are listed on the Stock Exchange and the rules of the Stock Exchange so require, notices to Noteholders will be published in a leading newspaper having general circulation in London (which is expected to be the Financial Times) or, if such publication is not practicable, in a leading English language newspaper having general circulation in Europe.

So long as any of the Notes are represented by the Global Note Certificates, notices required to be published in accordance with Condition 17 (Notices) may be given by delivery of the relevant notice to DTC, Euroclear and Clearstream, Luxembourg (as applicable) for communication by them to the relevant accountholders, provided: (i) that such notice is also delivered to the Stock Exchange; and (ii) so long as the Notes are admitted to trading on the Stock Exchange and the rules of the Stock Exchange so require, publication will also be made in a leading daily newspaper having general circulation in London (which is expected to be the Financial Times).

(b) *To the Issuer and any Guarantor*

Notices to the Issuer or any Guarantor will be deemed to be validly given if delivered to KTZ at Pobedy Avenue, Sary-Arka District, Astana, 010000, 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 17(a)) and will be deemed to have been validly given when delivered.

(c) *To the Trustee and Registrar*

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

18. 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 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.

Noteholders should note that additional securities that are treated as a single series for non-tax purposes may be treated as a separate series for U.S. federal income tax purposes. In such case, the new securities may be considered to have been issued with original issue discount, as defined in the U.S. Internal Revenue Code of 1986, as amended, and the U.S. Treasury regulations issued thereunder, which may affect the market value of the Notes since such additional securities may not be distinguishable from the Notes.

19. Enforcement

At any time after the Notes become due and payable, 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 need not take any such proceedings 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. The Notes provide for the Trustee to take action on behalf of the Noteholders in certain circumstances, but only if the Trustee is indemnified to its satisfaction. 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.

20. 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 13 (*Events of Default*)) and may rely upon the information provided to it in any certificate, in the case of the Issuer, of two directors of the Issuer or, in the case of a Guarantor, of the General Manager of such Guarantor 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 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.

21. 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.

22. 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 U.S. dollars 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 U.S. dollars 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 U.S. dollars 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 U.S. dollars, 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.

23. 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.

24. Governing Law and Jurisdiction

(a) Governing Law

The Notes 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 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 24(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 24(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 24(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 24(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 24(d) (*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.

(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 Bracewell & Giuliani (UK) LLP at 15 Old Bailey, London EC4M 7EF 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 17 (*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) *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 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 has been prepared and negotiated in English which shall be the governing language. In order to comply with internal requirements of 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 5

FORMS OF COMPLIANCE CERTIFICATE

Part 1

Form of Authorised Signatories' Certificate

[on the Letterhead of the Issuer/relevant Guarantors]

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

[Date]

Dear Sirs,

U.S.\$700,000,000 6.375 per cent. Notes due 2020 issued by Kazakhstan Temir Zholy Finance B.V. and guaranteed by JSC National Company Kazakhstan Temir Zholy, JSC Kaztemirtrans and JSC Locomotive

This certificate is delivered to you in accordance with Clause 7.6 of the Trust Deed dated 6 October 2010 (the “**Trust Deed**”) and made between Kazakhstan Temir Zholy Finance B.V. (the “**Issuer**”), JSC National Company Kazakhstan Temir Zholy, JSC Kaztemirtrans and JSC Locomotive (the “**Guarantors**”) and BNY 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.

We hereby certify that, to the best of our 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 4 (*Negative Pledge*), Condition 5 (*Limitations on Changes in Business and Disposals of Assets*) and Condition 6 (*Limitations on Merger and Consolidation*) [other than [●], which [●] is currently remedying by means of [●]]⁶. [./;and]
- (d) the aggregate value of all Core Assets disposed of under Condition 5(c)(iv) since [●] is KZT _____ and we confirm that this amount does not exceed 15 per cent. of the value of the

¹ Specify a date not more than 5 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 5, give details and action taken to remedy, otherwise delete.

property, plant and equipment as shown in KTZ's then most recent audited consolidated financial statements prepared in accordance with IFRS.⁷

For and on behalf of

[Kazakhstan Temir Zholy Finance B.V., JSC National Company Kazakhstan Temir Zholy, JSC Kaztemirtrans and JSC Locomotive]⁸

.....
Director

⁷ In KTZ's certificate only.

⁸ Delete as appropriate.

Part 2

Form of Annual Certificate Notifying Trustee of Material Subsidiaries

[Letterhead of Kazakhstan Temir Zholy]

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

[Date]

Dear Sirs,

U.S.\$700,000,000 6.375 per cent. Notes due 2020 issued by Kazakhstan Temir Zholy Finance B.V. and guaranteed by JSC National Company Kazakhstan Temir Zholy, JSC Kaztemirtrans and JSC Locomotive

This certificate is delivered to you in accordance with Condition 4(c) 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.

We hereby certify that, to the best of our 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

JSC National Company Kazakhstan Temir Zholy

.....
President/Director/Vice-President

.....
Director/Vice-President

⁹ Please delete option which is not applicable.

¹⁰ Specify a date not more than 7 days before the date of delivery of the certificate.

¹¹ Name of the Subsidiary of KTZ 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.

SCHEDULE 6

FORM OF THE FIRST SUPPLEMENTAL TRUST DEED

relating to

U.S.\$700,000,000 6.375 per cent. Notes due 2020

between

KAZAKHSTAN TEMIR ZHOLY FINANCE B.V.
as Issuer

and

**JSC NATIONAL COMPANY KAZAKHSTAN TEMIR ZHOLY,
JSC KAZTEMIRTRANS**

and

JSC LOCOMOTIVE
as Guarantors

relating to

KAZAKHSTAN TEMIR ZHOLY FINANCE B.V.

and

BNY CORPORATE TRUSTEE SERVICES LIMITED
as Trustee

This First Supplemental Trust Deed is made [●] on between:

- (1) Kazakhstan Temir Zholy Finance B.V. (the "**Issuer**");
- (2) JSC National Company Kazakhstan Temir Zholy ("**KTZ**");
- (3) JSC Kaztemirtrans and JSC Locomotive (each a "**Guarantor**" and, together the "**Guarantors**"); and
- (4) BNY Corporate Trustee Services Limited as trustee (the "**Trustee**", which expression, where the context so admits, includes any other trustee for the time being under the Trust Deed).

WHEREAS:

- (A) On 6 October 2010, the Issuer issued U.S.\$700,000,000 6.375 per cent Notes due 2020 (the "**Notes**") guaranteed by KTZ and the Guarantors and entered into a trust deed dated 6 October made between the Issuer, the Trustee, KTZ and the Guarantors (the "**Original Trust Deed**", as modified or supplemented from time to time, including this First Supplemental Trust Deed, the "**Trust Deed**") constituting the Notes.
- (B) The Issuer and KTZ now wish to substitute KTZ in place of the Issuer as the principal debtor under the Trust Deed and the Notes.
- (C) This First Supplemental Trust Deed is supplemental to the Trust Deed and should be read in conjunction therewith.

Now this First Supplemental Trust Deed witnesses and declares as follows:

1. Interpretation

Except as provided herein and as the context may otherwise require, all words and expressions defined in the Original Trust Deed shall have the same meanings when used in this First Supplemental Trust Deed and, except where the context otherwise requires, all references to Clauses shall be to Clauses of the Original Trust Deed and references to Conditions shall be to the Terms and Conditions of the Notes and references to the Trust Deed shall include the Schedules thereto.

2. Substitution

In accordance with Clause 13.2(a) of the Trust Deed, the Trustee hereby agrees to the substitution of KTZ in place of the Issuer as the principal debtor under the Trust Deed and the Notes.

3. Modification and Release

3.1 In accordance with Clause 13.2(e), with effect from the date of this First Supplemental Trust Deed, KTZ shall be deemed to be named in the Trust Deed and the Notes as the principal debtor in place of the Issuer and the Trust Deed and the Notes shall 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 the Trust Deed or in the Notes to the "Issuer" shall be deemed to be references to KTZ.

- 3.2 With effect from the date of this First Supplemental Trust Deed, the parties hereto agree and acknowledge that all of the rights of the Issuer under or in respect of the Notes and the Trust Deed as it relates to the Notes only (the “**Assigned Rights**”) are hereby assigned absolutely to KTZ with full title guarantee and that all of the obligations of the Issuer under the Notes and the Trust Deed for all purposes of the Notes only (the “**Transferred Obligations**”) shall be transferred to KTZ.
- 3.3 With effect from the date of this First Supplemental Trust Deed, KTZ shall assume the Assigned Rights and shall perform, undertake and discharge the Transferred Obligations as if KTZ had at all times been the issuer of the Notes. In particular, but without prejudice to the generality of the foregoing, all payment and debt obligations owed by the Issuer in relation to the Notes arising before or after the date of this First Supplemental Trust Deed shall be assumed and owed by KTZ.
- 3.4 The Trustee shall assume rights against and obligations to, KTZ such that it shall be bound by the terms of the Notes and the Trust Deed for all purposes of the Notes as if KTZ had at all times been, a party to the Notes and the Trust Deed in place of the Issuer.
- 3.5 KTZ shall be released from all its obligations as Guarantor under the Trust Deed and the Notes and the Issuer is hereby released from all its obligations as Issuer under the Trust Deed and the Notes.

4. Confirmation of the Trust Deed

Save as expressly modified by this First Supplemental Trust Deed, the Original Trust Deed shall, in relation to the Notes, continue in full force and effect and shall henceforth be read and construed as one instrument with this First Supplemental Trust Deed.

5. Representations and Warranties

- 5.1 Each of the parties hereto represents and warrants that it has the capacity, authority and power to enter into this First Supplemental Trust Deed.
- 5.2 Each of the parties hereto agrees that it shall, at the request and expense of KTZ, do all such acts and things which the Trustee deems necessary or desirable to give effect to this First Supplemental Trust Deed.
- 5.3 This First Supplemental Trust Deed shall be binding upon, and enure to the benefit of, each of the parties hereto and its successors.
- 5.4 KTZ hereby represents and warrants to the Trustee that:
- 5.4.1 it has obtained all governmental and regulatory approvals and consents necessary for its assumption of the obligations and the liabilities as principal debtor in place of the Issuer under the Trust Deed and in respect of the Notes and such approvals and consents will be in full force and effect as at the date of this First Supplemental Trust Deed;
- 5.4.2 that no Event of Default has occurred or arisen, nor will any Event of Default occur or arise, as a result of the substitution of KTZ as principal debtor in place of the Issuer under the Trust Deed and Notes;

- 5.4.3 the substitution does not cause KTZ to have the right to redeem any Notes pursuant to Condition 10(b) (*Redemption for Tax Reasons*) immediately following the completion of the substitution; and
- 5.4.4 the Trustee has received an opinion of counsel of nationally recognised standing in the United States reasonably acceptable to the Trustee confirming that the holders of the outstanding Notes will not recognise income, gain or loss for United States federal income tax purposes as a result of the substitution and will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the substitution had not occurred.

6. Noteholder Notice

The Issuer shall as soon as practicable and in any event in compliance with Clause 13.2(d) of the Trust Deed give a notice to the Noteholders in accordance with Condition 17 (*Notices*) of the Notes.

7. Further Assurance

KTZ and the Issuer hereby jointly and severally undertake to the Trustee to execute all other documents and comply with all such other requirements to effect the substitution of KTZ and the release of the Issuer, and any requirements following the taking of effect of the substitution and release as the Trustee may direct or as may be necessary in order for it to comply with any other legal, regulatory or listing requirements it may be subject to.

8. Remuneration and Indemnification of the Trustee

For the avoidance of doubt, Clause 8 (*Remuneration and Indemnification of the Trustee*) of the Trust Deed shall apply to this First Supplemental Trust Deed.

9. Third Party Rights

No person who is not a party to this First Supplemental Trust Deed shall have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this First Supplemental Trust Deed.

10. Governing Law

This First Supplemental Trust Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

11. Jurisdiction

For the avoidance of doubt, Clause 19 (*Governing Law; Jurisdiction and Arbitration*) (with the exception of Clause 19.1) of the Original Trust Deed shall apply, *mutatis mutandis*, to this First Supplemental Trust Deed as if set out here in full and as if references therein to the Trust Deed were to this First Supplemental Trust Deed.

12. Counterparts

This First Supplemental Trust Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this First Supplemental Trust Deed.

13. Power of Attorney

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

In witness whereof this First Supplemental Trust Deed is delivered by the parties hereto on the day and year first above written.

EXECUTED as a deed by
KAZAKHSTAN TEMIR ZHOLY B.V.

By:
Title:

By:
Title

EXECUTED as a deed by
**JSC NATIONAL COMPANY TEMIR
ZHOLY**

By:
Title

EXECUTED as a deed by
JSC KAZTEMIRTRANS

By:
Title

EXECUTED as a deed by
JSC LOCOMOTIVE

By:
Title

EXECUTED as a deed by **BNY
CORPORATE TRUSTEE SERVICES
LIMITED**

By:
Title:

By:
Title:
Witness:
Name:
Address:

SIGNATORIES TO THE TRUST DEED

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

KAZAKHSTAN TEMIR ZHOLY FINANCE B.V.)
as Issuer)

By:)
Name:)
Title:)

By:)
Name:)
Title:)

JSC NATIONAL COMPANY KAZAKHSTAN TEMIR ZHOLY)
as a Guarantor)

By:
Name:
Title:

JSC KAZTEMIRTRANS)
as a Guarantor)

By:
Name:
Title: Acting President

JSC LOCOMOTIVE)
as a Guarantor)

By:
Name:
Title:

BNY CORPORATE TRUSTEE SERVICES LIMITED)
as Trustee)

By:)
Name:)
Title:)

Witness:

Name:

Address: