|  |  |  |  |
| --- | --- | --- | --- |
|  | |  | |
| **DATED []** | | | |
| **[AAA]**  **[BBB]**  **[CCC]**  as Original Lenders  **[DDD]**  as New Lender  and  **[EEE]**  as Borrower | | | |
|  | **ASSIGNMENT AGREEMENT** | |  |

|  |  |
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**THIS AGREEMENT** is dated [] and made between:

* 1. **[AAA]**, a bank incorporated in accordance with the laws of the Republic of Kazakhstan, whose registered office is at [•] (the "**Bank**"),
  2. **[BBB]**, a company incorporated in accordance with the laws of the Republic of Kazakhstan, whose registered office is at **[●]**, Republic of Kazakhstan, (the "**B**"),
  3. **[CCC]**, a company incorporated in accordance with the laws of the Republic of Kazakhstan, whose registered office is at **[●]**, Republic of Kazakhstan, (the "**C**", together with the Bank and B the "**Original Lenders**"),
  4. **[DDD]**, a company incorporated under the Companies Act 2006 (registration number [•]) having its registered office in England and Wales (the "**New Lender**"), and
  5. **[EEE]**,a company incorporated in accordance with the laws of the Republic of Kazakhstan, whose registered office is at [•] (the "**Borrower**"),

each a "**Party**"together the "**Parties**".

**BACKGROUND**

* + - 1. Pursuant to the Facility Agreement and subject to the terms and conditions set out therein, Bank has agreed to make available to the Borrower the Facility (as defined below).
      2. As of the Effective Date, the Borrower has utilised part of the Facility in the amount of KZT [•] in accordance with the Drawdown Agreements.
      3. The Borrower's obligations under the Facility Agreement are secured in accordance with the Security Documents.
      4. Pursuant to the B Financial Aid Agreement and subject to the terms and conditions set out therein, B has rendered to the Borrower a financial aid in the amount of KZT [•].
      5. Pursuant to the C Financial Aid Agreement and subject to the terms and conditions set out therein, C has rendered to the Borrower a financial aid in the amount of KZT [•].
      6. The Original Lenders have agreed to assign their rights under the Financing Documents to the New Lender on the terms set out in this Agreement.

**IT IS AGREED** as follows:

1. DEFINITIONS AND INTERPRETATION
   1. In this Agreement:

"**Amendment to the Mortgage Agreement**" means amendment agreement to the Mortgage Agreement in the form set out in Schedule 5 (*Amendment to the Mortgage Agreement*);

"**Assignment Payment 1**" means the equivalent of KZT [**●**] ([**●**]) payable in U.S. dollars and determined by reference to the official KZT/U.S.$ exchange rate set by the Central Bank of Kazakhstan as of the date of the relevant payment;

"**Assignment Payment 2**" means the equivalent of KZT [**●**] ([**●**]) payable in U.S. dollars and determined by reference to the official KZT/U.S.$ exchange rate set by the Central Bank of Kazakhstan as of the date of the relevant payment;

"**Assignment Payment 3**" means the equivalent of KZT [**●**] ([**●**]) payable in U.S. dollars and determined by reference to the official KZT/U.S.$ exchange rate set by the Central Bank of Kazakhstan as of the date of the relevant payment;

"**Bank's Account**" means [**●**];

"**Business Day**" means any day other than a Saturday or Sunday or a public holiday in Almaty (Republic of Kazakhstan) or London (England) during which the banks are open for ordinary banking business;

"**B's Account**" means [**●**];

"**Drawdown Agreements**" means together Bank Loan Agreement No. [•] dated [] and Bank Loan Agreement No. [•] dated [];

"**Effective Date**" means the date of this Agreement;

"**Encumbrance**" means:

* 1. a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person;
  2. any arrangement under which money or claims to money, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person; or
  3. any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect;

"**Facility**" means the facility in the amount of up to KZT [•] made available to the Borrower under the Facility Agreement;

"**Facility Agreement**" means the Credit Facility Agreement No. [•] dated [] between the Bank as the lender and the Borrower as the borrower, as amended by the Amendment Agreement No. [•] dated [];

"**C's Account**" means [**●**];

"**C Financial Aid Agreement**" means Agreement No. [•] on Rendering Temporary Repayable Financial Aid dated [] between C as the lender and the Borrower as the borrower;

"**Financing Documents**" means together the Facility Agreement, the Drawdown Agreements, the B Financial Aid Agreement and the C Financial Aid Agreement;

"**KZT**" denotes to the lawful currency for the time being of the Republic of Kazakhstan;

"**Mortgage Agreement**" means Mortgage Agreement No. [•] dated [] between the Bank (as mortgagee) and the Borrower (as mortgagor);

"**Mortgage Registration Documents**" means the documents listed in Schedule 1 (*Mortgage Registration Documents*);

"**B Financial Aid Agreement**" means the Agreement on Rendering Temporary Repayable Financial Aid dated [] between B as the lender and the Borrower as the borrower, as amended by the Amendment Agreement No. [•] dated [] and by the Amendment Agreement No. [•] (without date);

"**Registration Authority**" means the Department of the Federal Service for State Registration, Cadastre and Cartography in Novosibirsk Region, the Russian Federation, or any successor authority;

"**Share Pledge Agreement**" means the Agreement No. [•] dated [] between the Bank (as pledgee), Mr. [XXX] (as pledgor) and the Borrower (as the borrower);

"**Share Pledge Registration Documents**" means the documents listed in Schedule 2 (*Share Pledge Registration Documents*);

"**Security Documents**" means together the Mortgage Agreement and the Share Pledge Agreement; and

"**State Corporation**" means the Non-commercial Joint Stock Company "State Corporation "Government for Citizens" established in accordance with the laws of the Republic of Kazakhstan for the provision of state services including registration of pledges of movable property which is not subject to mandatory registration.

* 1. Unless the context requires otherwise, in this Agreement:
     1. references to a Party or any other entity shall also mean their successors by law or under this Agreement;
     2. references to any agreement, document or financial instrument shall include references to such agreement, document or financial instrument as amended or supplemented from time to time;
     3. the law shall mean any law, resolution, decree, order, decision, regulation, rules, official instructions, requirements or recommendations by any legislative or executive central government, municipal, intergovernmental or international agency;
     4. references to a provision of law shall include references to such provision as amended or supplemented from time to time;
     5. references to the plural shall include the singular and vice versa;
     6. Clause or Schedule shall mean reference to an article or clause of this Agreement or a Schedule thereto; and
     7. references to a time of day shall mean Almaty time unless otherwise specifically stated in the Agreement.
  2. The headings in this Agreement shall not affect its interpretation.

1. REPRESENTATIONS
   1. The Bank represents and warrants to the New Lender that on the Effective Date:
      1. it is a bank, duly organised, validly existing, and, if applicable, in good standing under the laws of its jurisdiction of organisation and registered, to the extent required in accordance with applicable law, with all relevant registration bodies in any jurisdiction in which it carries on business or owns assets;
      2. it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of this Agreement and the transactions contemplated by this Agreement;
      3. each of the Drawdown Agreement and the Facility Agreement is legal, valid, binding and enforceable in accordance with its terms, and neither the Drawdown Agreement nor the Facility Agreement is void or voidable by reason of fraud, undue influence, duress, misrepresentation or for any other reason;
      4. save for the drawdowns made under the Drawdown Agreements, there has been no drawdown under the Facility Agreement in respect of which any amount remains outstanding;
      5. the amount of outstanding indebtedness under the Drawdown Agreements is KZT [●], which includes KZT [●] of principal amount, KZT [●] of unpaid interest [and KZT [●] of other amounts];
      6. each Drawdown Agreement and the Facility Agreement was entered into by it on its own account and none of the receivables assigned hereunder were purchased by the Bank;
      7. it is, and always has been, the sole legal owner, entitled to all rights arising out of or in connection with the Drawdown Agreement or the Facility Agreement, free from all Encumbrances and there is no Encumbrance on, over or affecting such rights;
      8. it has not in whole or in part assigned (whether outright or by way of security), transferred, sold, conveyed, discounted, novated, charged, disposed of or dealt with any of its rights arising out of or in connection with the Drawdown Agreement or the Facility Agreement in any way whatsoever and has not permitted any of the same to be seized, attached or subrogated;
      9. neither the entry into this Agreement nor the assignment of the rights arising out of or in connection with the Drawdown Agreement or the Facility Agreement contemplated hereby has adversely affected or will adversely affect any of such rights or has rendered or will render the same unenforceable in whole or in part or subject to any lien, right of rescission, set off, compensation, retention, counterclaim or defence;
      10. it may assign the rights arising out of or in connection with the Drawdown Agreement or the Facility Agreement without breaching any term or condition applying to the Drawdown Agreement or the Facility Agreement;
      11. all (and not some only) of the receivables arising under the Drawdown Agreement and the Facility Agreement are the subject of the assignment pursuant to this Agreement; and
      12. it has in all material respects performed all its obligations which have fallen due under or in connection with each of the Drawdown Agreement and the Facility Agreement;
   2. B represents and warrants to the New Lender that on the Effective Date:
      1. it is a company, duly organised, validly existing, and, if applicable, in good standing under the laws of its jurisdiction of organisation and registered, to the extent required in accordance with applicable law, with all relevant registration bodies in any jurisdiction in which it carries on business or owns assets;
      2. it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of this Agreement and the transactions contemplated by this Agreement;
      3. the B Financial Aid Agreement is legal, valid, binding and enforceable in accordance with its terms, and it is not void or voidable by reason of fraud, undue influence, duress, misrepresentation or for any other reason;
      4. the amount of outstanding indebtedness under the B Financial Aid Agreement is KZT [●], which includes KZT [●] of principal amount, KZT [●] of unpaid interest [and KZT [●] of other amounts];
      5. the B Financial Aid Agreement was entered into by it on its own account and no receivables assigned hereunder were purchased by it;
      6. it is, and always has been, the sole legal owner, entitled to all rights arising out of or in connection with the B Financial Aid Agreement, free from all Encumbrances and there is no Encumbrance on, over or affecting such rights;
      7. it has not in whole or in part assigned (whether outright or by way of security), transferred, sold, conveyed, discounted, novated, charged, disposed of or dealt with any of its rights arising out of or in connection with the B Financial Aid Agreement in any way whatsoever and has not permitted any of the same to be seized, attached or subrogated;
      8. neither the entry into this Agreement nor the assignment of the rights arising out of or in connection with the B Financial Aid Agreement contemplated hereby has adversely affected or will adversely affect any of such rights or has rendered or will render the same unenforceable in whole or in part or subject to any lien, right of rescission, set off, compensation, retention, counterclaim or defence;
      9. it may assign the rights arising out of or in connection with the B Financial Aid Agreement without breaching any term or condition applying to the B Financial Aid Agreement;
      10. all (and not some only) of the receivables arising under the B Financial Aid Agreement are the subject of the assignment pursuant to this Agreement; and
      11. it has in all material respects performed all its obligations which have fallen due under or in connection with each of the B Financial Aid Agreement.
   3. C represents and warrants to the New Lender that on the Effective Date:
      1. it is a company, duly organised, validly existing, and, if applicable, in good standing under the laws of its jurisdiction of organisation and registered, to the extent required in accordance with applicable law, with all relevant registration bodies in any jurisdiction in which it carries on business or owns assets;
      2. it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of this Agreement and the transactions contemplated by this Agreement;
      3. the C Financial Aid Agreement is legal, valid, binding and enforceable in accordance with its terms, and it is not void or voidable by reason of fraud, undue influence, duress, misrepresentation or for any other reason;
      4. the amount of outstanding indebtedness under the C Financial Aid Agreement is KZT [●], which includes KZT [●] of principal amount, KZT [●] of unpaid interest [and KZT [●] of other amounts];
      5. the C Financial Aid Agreement was entered into by it on its own account and no receivables assigned hereunder were purchased by it;
      6. it is, and always has been, the sole legal owner, entitled to all rights arising out of or in connection with the C Financial Aid Agreement, free from all Encumbrances and there is no Encumbrance on, over or affecting such rights;
      7. it has not in whole or in part assigned (whether outright or by way of security), transferred, sold, conveyed, discounted, novated, charged, disposed of or dealt with any of its rights arising out of or in connection with the C Financial Aid Agreement in any way whatsoever and has not permitted any of the same to be seized, attached or subrogated;
      8. neither the entry into this Agreement nor the assignment of the rights arising out of or in connection with the C Financial Aid Agreement contemplated hereby has adversely affected or will adversely affect any of such rights or has rendered or will render the same unenforceable in whole or in part or subject to any lien, right of rescission, set off, compensation, retention, counterclaim or defence;
      9. it may assign the rights arising out of or in connection with the C Financial Aid Agreement without breaching any term or condition applying to the C Financial Aid Agreement;
      10. all (and not some only) of the receivables arising under the C Financial Aid Agreement are the subject of the assignment pursuant to this Agreement; and
      11. it has in all material respects performed all its obligations which have fallen due under or in connection with each of the C Financial Aid Agreement.
2. ASSIGNMENT, ASSUMPTION AND TERMINATION
   1. The Borrower hereby irrevocably consents to the assignment:
      1. by the Bank of its rights under the Drawdown Agreements and the Security Documents to the New Lender,
      2. by B of its rights under the B Financial Aid Agreement to the New Lender, and
      3. by C of its rights under the C Financial Aid Agreement to the New Lender.
   2. On the Effective Date:
      1. the New Lender shall transfer in the same-day funds:
         1. the Assignment Payment 1 to the Bank's Account;
         2. the Assignment Payment 2 to B's Account; and
         3. the Assignment Payment 3 to C's Account
      2. in consideration for the transfer of the Assignment Payment 1 to the Bank, the Bank assigns absolutely to the New Lender all the rights of the Bank under the Drawdown Agreements and the Security Documents;
      3. the Bank is released from all the obligations of the Bank under the Drawdown Agreements and the Security Documents;
      4. in consideration for the transfer of the Assignment Payment 2 to B, B assigns absolutely to the New Lender all the rights of B under the B Financial Aid Agreement;
      5. B is released from all the obligations of B under the B Financial Aid Agreement;
      6. in consideration for the transfer of the Assignment Payment 3 to C, C assigns absolutely to the New Lender all the rights of C under the C Financial Aid Agreement;
      7. C is released from all the obligations of C under the C Financial Aid Agreement;
      8. the New Lender becomes a party to the Drawdown Agreements, the B Financial Aid Agreement and the C Financial Aid Agreement as a lender and is bound by obligations equivalent to those from which the Original Lenders are released under paragraphs 3.2.3, 3.2.5 and 3.2.7 above;
      9. the New Lender becomes the pledgee under the Share Pledge Agreement;
      10. the Borrower grants to the New Lender a right to directly debit its bank accounts and send payment instructions as provided in Clause 4.1.2 of the Facility Agreement and Clauses 5.1.2 of the Drawdown Agreements;
      11. the Bank shall send a notice on assignment of the share pledge to the share pledgor under the Share Pledge Agreement substantially in the form attached as Schedule 3 hereto and within 3 (three) Business Days following the Effective Date the Bank shall obtain the notice of assignment countersigned by the share pledgor confirming that the share pledgor acknowledges the assignment and agrees to treat the New Lender as the share pledgee; and
      12. the Facility Agreement, insofar as it relates to any uncommitted amounts of the Facility, terminates with immediate effect.
3. REGISTRATION OF MORTGAGE
   1. On the Effective Date, the Bank, the Borrower and the New Lender shall execute the Amendment to the Mortgage Agreement in at least four original counterparts.
   2. As soon as reasonably practicable but not later than within 3 (three) Business Days following the Effective Date, the Bank shall deliver to the New Lender the Mortgage Registration Documents.
   3. Within 1 (one) Business Day following the receipt by the New Lender of the Mortgage Registration Documents from the Bank, the Bank and the New Lender shall jointly apply to the Registration Authority for the state registration of the New Lender as the mortgagee under the Mortgage Agreement.
   4. Following submission of the application, the Bank shall, upon request by the New Lender, promptly:
      1. provide any documents that are within its possession or control or which can be created by it, and
      2. use all reasonable endeavours (1) to obtain any additional documents required from the Bank, and (2) to provide such other assistance and information from the Bank,

which are required by the Registration Authority for the purposes of procuring registration of the New Lender as the mortgagee under the Mortgage Agreement.

1. REGISTRATION OF THE SHARE PLEDGE
   1. As soon as reasonably practicable but not later than within 3 (three) Business Days following the Effective Date, the Bank shall deliver to the New Lender the Share Pledge Registration Documents.
   2. Within 1 (one) Business Day following the receipt by the New Lender of the Share Pledge Registration Documents from the Bank, or within such other term as separately agreed with the New Lender, the Bank shall arrange application to the State Corporation for the registration of changes to the share pledge created under the Share Pledge Agreement. At the request of the New Lender, the Bank shall promptly join the New Lender in such application and/or provide a consent letter for the registration of the changes substantially in the form attached as Schedule 4 and such consent letter shall not be unreasonably delayed or withheld.
   3. Following submission of the application, the Bank shall, upon request by the New Lender, promptly:
      1. provide any documents that are within its possession or control or which can be created by it, and
      2. use all reasonable endeavours (1) to obtain any additional documents required from the Bank, and (2) to provide such other assistance and information from the Bank,

which are required by the State Corporation for the purposes of procuring registration of changes to the share pledge created under the Share Pledge Agreement.

1. DELIVERY OF DOCUMENTS
   1. On the Effective Date:
      1. the Bank shall deliver to the New Lender originals of the Facility Agreement, the Drawdown Agreements and the Security Documents, as well as all documents in the possession of the Bank entered into under or in connection with the Facility Agreement, the Drawdown Agreements and the Security Documents,
      2. B shall deliver to the New Lender original of the B Financial Aid Agreement, as well as all documents in the possession of B entered into under or in connection with the B Financial Aid Agreement, and
      3. C shall deliver to the New Lender original of the C Financial Aid Agreement as well as all documents in the possession of C entered into under or in connection with the C Financial Aid Agreement.
2. EXPENSES
   1. The Bank and the New Lender shall pay any costs and expenses incurred in relation to any stamp duty, registration fees and other similar amounts payable in respect of the assignment of the Security Documents, in equal portions.
3. NOTICES
   1. Save as otherwise provided in this Agreement, any notice or other communication under or in connection with this Agreement (a "**Notice**") shall be in writing and signed by or on behalf of the Party giving it. A Notice may be served by delivering it by hand or courier using an internationally recognised courier company (such as DHL International or another company with an analogous level of service and reputation) to the address set out in Clause 8.4 or sent by fax to the fax number provided in Clause 8.4 and in each case marked for the attention of the relevant Party set out in Clause 8.4 (or as otherwise notified from time to time in accordance with the provisions of this Clause 8). For the purposes of this Agreement, if a Notice is sent via state postal service, such as Russian Post, it will not be considered duly served.
   2. Any Notice:
      1. so served by hand or courier shall be deemed to have been duly given or made when delivered at the address set out in Clause 8.4, provided that in each case where delivery by hand or courier occurs after 6.00 p.m. on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9.00 a.m. on the next following Business Day;
      2. sent by fax, shall be deemed to have been duly given or made when confirmation of its transmission has been recorded by the sender's fax machine.
   3. References to time in this Clause 8 are to local time in the country of the addressee.
   4. The address of the Parties for the purposes of Clause 8.1 is:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of Party** | **Address** | **Facsimile No.** | **Telephone Number** | **Marked for the attention of** |
| **Bank** | [**●**] | [**●**] | [**●**] | [**●**] |
| **B** | [**●**] | [**●**] | [**●**] | [**●**] |
| **C** | [●] | [●] | [●] | [●] |
| **New Lender** | [**●**] | [**●**] | [**●**] | [**●**] |
| **Borrower** | [**●**] | [**●**] | [**●**] | [**●**] |

1. GOVERNING LAW AND JURISDICTION
   1. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Republic of Kazakhstan.
   2. Any dispute arising out of or in connection with this Agreement shall be finally settled in the [**●**].
2. COUNTERPARTS
   1. This Agreement can be signed in any number of counterparts each of which will be an original thereof.
3. SIGNATURES

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
on behalf of **[AAA]**

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
on behalf of **[BBB]**

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
on behalf of **[CCC]**

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
on behalf of **[DDD]**

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
on behalf of **[EEE]**

1. MORTGAGE REGISTRATION DOCUMENTS
2. One original counterpart of the Amendment to the Mortgage Agreement executed by the Bank, the Borrower and the New Lender.
3. Original notarised and apostilled power of attorney in agreed form and a notarised copy thereof evidencing the authority of the representatives of the Bank to:
   1. sign the application and other necessary documents for the state registration of the New Lender as the mortgagee under the Mortgage Agreement,
   2. file the application and other necessary documents for the state registration of the New Lender as the mortgagee under the Mortgage Agreement with the Registration Authority, and
   3. receive all relevant documents from the Registration Authority.

together with the original notarised and apostilled documents evidencing the authority of the person issuing the power of attorney.

1. Original notarised and apostilled power of attorney in agreed form evidencing the authority of the representatives of the Bank to sign this Agreement and the Amendment to the Mortgage Agreement together with the original notarised and apostilled documents evidencing the authority of the person issuing the power of attorney.
2. Original notarised and apostilled resolution of the Bank's competent body authorising the Bank to execute this Agreement and the Amendment to the Mortgage Agreement.
3. Original notarised and apostilled certificate of state registration of the Bank.
4. An e-gov extract from the Kazakh state companies' register with respect to the Bank.
5. The latest version of the charter of the Bank with all amendments thereto (one notarised and apostilled copy of each document).
6. SHARE PLEDGE REGISTRATION DOCUMENTS
7. An original (and, if so required by the registration authorities, a notarised copy) of the Share Pledge Agreement bearing a registration mark;
8. An original registration certificate with respect to the Share Pledge Agreement, if originally issued;
9. A copy of the consent of the Bank to the assignment of the Share Pledge Agreement, if requested by the New Lender substantially in the form set out in Schedule 4 hereto.
10. NOTICE OF ASSINGMENT

To: Mr [XXX]

[*Address*]

Dated: []

Notice of assignment

Hereby [AAA] ("**Bank**") give you notice that by an assignment agreement dated [] ("**Assignment Agreement**") the Bank assigned to [DDD], a company incorporated under the Companies Act 2006 (registration number [•]) having its registered office in England and Wales ("**Assignee**") all its rights and interests (a) of the pledgee under Agreement No. [•] on pledge of participatory interest in the charter capital dated [] ("**Share Pledge Agreement**") between the Bank (as pledgee), you (as pledgor) and [EEE] (as the borrower) and (b) of the creditor under the Credit Agreement (as such term is defined in the Share Pledge Agreement).

Please acknowledge receipt of this notice of assignment by signing the attached second original of it and returning it to us.

This notice of assignment and any obligations arising out of or in relation to it are governed by Kazakhstan law.

Yours faithfully

Title:

[AAA]

[Corporate seal of [AAA]]

**I, Mr [XXX], individual identification number** [•]**, hereby acknowledge receipt of the above notice of assignment and agree to treat the Assignee as the pledgee under the Share Pledge Agreement.**

By: ……………………………..

Name: [XXX]

Date: ……………………………..

1. LETTER FROM THE BANK

[*On the letterhead of [AAA]*]

**[*Name*]**

**Director of Iliyskiy district of Department Centre for Service of Population – Branch of NCJSC "State Corporation for Citizens" for the Almatinskaya oblast**

(hereinafter "**Registering Authority**")

Reference No.\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_ 201\_\_

[AAA] ("**Bank**") is a pledgee under the Agreement No. [•] on pledge of participatory interest in the charter capital dated [] ("**Share Pledge Agreement**") between the Bank, [XXX], individual identification number [•] (as pledgor) and [EEE] (as the borrower).

On [], the Bank executed the Assignment Agreement, pursuant to which the Bank has assigned all of its rights and interests under the Share Pledge Agreement in its capacity as a pledgee, to [DDD], a company incorporated under the Companies Act 2006 (registration number [•]) having its registered office in England and Wales ("**New Pledgee**").

In accordance with legislation of the Republic of Kazakhstan, the Bank hereby gives its consent to the assignment of all of its rights and interests under the Share Pledge Agreement to the New Pledgee and to the execution of any documents relating to the foregoing. In connection therewith the Bank requests the Registering Authority to re-register the Share Pledge Agreement and to make the relevant amendments to the movable property pledge register reflecting the change of the pledgee under the Share Pledge Agreement from the Bank to the New Pledgee.

Yours sincerely

**[AAA]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name:**

**Title:**

**Seal**

1. AMENDMENT TO THE MORTGAGE AGREEMENT

This Amendment Agreement is made on [] between:

* 1. **[AAA]**, hereinafter referred to as the Old Pledgor,
  2. **[EEE]**, hereinafter referred to as the Pledgee, and
  3. **[DDD]**, hereinafter referred to as the New Pledgor,

each a "**Party**" and collectively the "**Parties**".

**WHEREAS**

* + - 1. On [] the Parties, among others, entered into an Assignment Agreement with respect to, inter alia, the Credit Facility Agreement No. [•] dated [] (as amended by Amendment Agreement No. [•] dated []) (the "**Credit Facility Agreement**"), whereunder the Old Pledgor has agreed to assign to the New Pledgor (1) its rights under the Credit Facility Agreement to the New Pledgor, and (2) its rights under the Mortgage Agreement No. [•] dated [] (the "**Mortgage** **Agreement**").
      2. The Parties wish to introduce certain amendments to the Mortgage Agreement which are set out below. This Amendment Agreement is supplemental to and shall be read in conjunction with the Mortgage Agreement.

**IT IS AGREED** that the Mortgage Agreement shall be amended as follows:

1. In Clause 5 (*Dispute Resolution*) of the Mortgage Agreement reference to "Arbitration court of Almaty in accordance with its Rules" shall be deleted in its entirety and shall be replaced with reference to "state Arbitrazh court of Novosibirsk Region of the Russian Federation";
2. In Clause 6 (*Miscellaneous Provisions*) of the Mortgage Agreement:
   1. Paragraph 6.8 shall be deleted in its entirety and subsequent clauses shall be renumbered accordingly; and
   2. Reference to the "laws of the Republic of Kazakhstan" in new Paragraph 6.8 shall be deleted in its entirety and shall be replaced with reference to the "laws of the Russian Federation".
3. First paragraph of Clause 7 (*Address, Details and Signatures of Parties*) of the Mortgage Agreement shall read as follows:

"PLEDGOR: [DDD], a company incorporated under the Companies Act 2006 (registration number [•]) having its registered office in England and Wales"

1. This Amendment Agreement is executed in four original counterparts, one for each party and one for the Department of the Federal Service for State Registration, Cadastre and Cartography in Novosibirsk Region, the Russian Federation, or its successor authority.

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
on behalf of **[AAA]**

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
on behalf of **[DDD]**

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
on behalf of **[EEE]**