

NOTICE

to the holders of those of the outstanding

US\$ 123,000,000 Class A Mortgage Backed Floating Rate Notes due 2029
(ISIN code XS0293196266) (the *Class A Notes*)

US\$ 11,300,000 Class B Mortgage Backed Floating Rate Notes due 2029
(ISIN code XS0293196696) (the *Class B Notes*)

US\$ 7,100,000 Class C Mortgage Backed Floating Rate Notes due 2029
(ISIN code XS0293196779) (the *Class C Notes*)

(together the *Notes*)

of Kazakh Mortgage-Backed Securities 2007-1 B.V.
(the *Issuer*)

NOTICE OF RESULT OF MEETING OF THE HOLDERS OF THE CLASS A NOTES (the *Class A Noteholders*)

On 24 July 2012 at 11.00 hrs a Meeting of the Class A Noteholders was held at the offices of ATC Capital Markets at Olympic Plaza, Fred Roeskestraat 123, 1076 EE Amsterdam, The Netherlands.

Defined terms which are used in this Notice and which are not otherwise defined herein shall have the meaning given to them in the Notice of Meeting dated 29 June 2012 sent by the Issuer to the Class A Noteholders and attached as Annex I to this Notice..

The result of the meeting is as follows:

1. EXTRAORDINARY RESOLUTION NO.1

Resolution to authorise BTAI to make the Proposed Notification for and on behalf of the Loan Notes Issuer to the borrowers

Not Passed.

As set out in the Notice of Meeting, in order for the Loan Notes Issuer to satisfy its obligations to comply with all applicable law under the Transaction Document, the Loan Notes Issuer shall nevertheless authorise BTAI to make the Proposed Notification.

2. EXTRAORDINARY RESOLUTION NO.2

Resolution to authorise BTAI to make the Proposed Reimbursement for and on behalf of the Loan Notes Issuer to the borrowers

Not Passed.

As set out in the Notice of Meeting, in order for the Loan Notes Issuer to satisfy its obligations to comply with all applicable law under the Transaction Document, the Issuer shall nevertheless require the Loan Notes Issuer to authorise BTAI to make the Proposed Reimbursement.

3. EXTRAORDINARY RESOLUTION NO.3

Resolution to authorise BTAI to make the Proposed Ongoing Senior Indexation Payments for and on behalf of the Loan Notes Issuer to the borrowers

Not Passed.

As set out in the Notice of Meeting, in order for the Loan Notes Issuer to satisfy its obligations to comply with all applicable law under the Transaction Document, the Issuer shall nevertheless require the Loan Notes Issuer to authorise BTAI to make the Proposed Ongoing Senior Indexation Payments.

4. EXTRAORDINARY RESOLUTION NO.4

Resolution to authorise BTAI to make any amendments to the mortgage loan contracts for and on behalf of the Loan Notes Issuer

Not Passed.

As set out in the Notice of Meeting, in order for the Loan Notes Issuer to satisfy its obligations to comply with all applicable law under the Transaction Document, the Issuer shall nevertheless require the Loan Notes Issuer to authorise BTAI to make amendments to the mortgage loan contracts for and on behalf of the Loan Notes Issuer to enable the mortgage loan contracts constituting the Mortgage Portfolio to comply with the New Law.

5. EXTRAORDINARY RESOLUTION NO. 5

Resolution to approve BTAI's proposal to increase the Servicing Fee

Not Passed.

6. EXTRAORDINARY RESOLUTION NO. 6

Resolution to approve the reservation of rights in relation to the Servicer Termination Event

Passed.

7. EXTRAORDINARY RESOLUTION NO. 7


Resolution to approve the continuation of BTAI as Servicer and non-appointment of Halyk Bank as Back-Up Servicer

Passed.

The Issuer announces that the information specified above is "regulated information" for the purpose of article 5:25m of the Dutch Financial Supervision Act (Wet op het financieel toezicht).

Amsterdam, 24 July 2012

Kazakh Mortgage-Backed Securities 2007-1 B.V.

	ATC Management B.V. Director of the Issuer Fred. Roeskestraat 123 1076 EE Amsterdam The Netherlands
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Annex I
Notice of Meeting dated 29 June 2012 sent by the Issuer to the Class A Noteholders

NOTICE OF MEETING

to the holders of those of the outstanding

US\$123,000,000 Class A Mortgage-Backed Floating Rate Notes due 2029 (ISIN:
XS0293196266)
(the *Notes*)

of Kazakh Mortgage-Backed Securities 2007-1 B.V.
(the *Issuer*)

NOTICE OF MEETINGS OF THE HOLDERS OF THE NOTES

NOTICE IS HEREBY GIVEN that a meeting (the *Meeting*) of the holders of the Notes (the *Noteholders*) is convened for the purpose of considering and, if thought fit, passing the Extraordinary Resolutions set out below.

This notice is issued pursuant to the provisions of the Notes and the trust deed constituting the Notes and made between the Issuer and the Trustee (as defined below).

The Meeting of the Noteholders will be held at the offices of ATC Capital Markets at Olympic Plaza, Fred Roeskestraat 123, 1076 EE Amsterdam, The Netherlands at 11.00 hrs on 24 July 2012.

Unless the context otherwise requires, capitalised terms used in this notice shall bear the meanings given to them in the Master Framework Agreement dated 29 March 2007 between, *inter alios*, the Issuer, the Loans Notes Issuer First Kazakh Securitisation Company B.V. (the *Loan Notes Issuer*), Stichting Trustee First Kazakh Mortgage-Backed Securities 2007-1 (the *Loan Notes Trustee*), the Stichting Trustee Kazakh Mortgage-Backed Securities 2007-1 (the *Trustee*) (the *Master Framework Agreement*).

In accordance with normal practice, each of the Trustee and the Loan Notes Trustee (which have not been involved in the formulation of the business to be considered at the Meetings) makes no recommendation in connection with this Notice and expresses no opinion on the merits (or otherwise) of the Extraordinary Resolutions, but each of them has authorised it to be stated that it has no objection to the Extraordinary Resolutions being submitted to the Noteholders for their consideration. Noteholders should take their own advice on the merits and on the consequences of voting in favour of the Extraordinary Resolutions.

BACKGROUND

The New Law and Disapplication of USD-Indexation

We refer to the notice dated 12 January 2012 under which the Issuer informed the Noteholders that JSC Hypothecary Organisation "BTA IPOTEKA" (*BTAI*) has removed the US Dollar indexation (the *De-Indexation*) of the Kazakhstani Tenge denominated mortgages (the *Mortgage Portfolio*) owned by First Kazakh Securitisation Company B.V. (the *Loan Notes Issuer*). The De-Indexation is required pursuant to a change in Kazakh banking laws which was published on 15 February 2011 and which came into force on 26 February 2011 (the *New Law*). The effect of the New Law is that additional US Dollar indexation payments payable by borrowers under mortgage loans are prohibited.

The Loan Notes Issuer has had discussions with BTAI as to whether or not the New Law applies to the Mortgage Portfolio. This is because the mortgages in the Mortgage Portfolio were originated before the effective date of the New Law, i.e., they were originated and transferred from BTAI to the Loan Notes Issuer prior to 26 February 2011. After consulting Kazakh legal

counsel mandated by the Loan Notes Issuer, Grata Law Firm (*Grata*), the Loan Notes Issuer has been advised that the New Law applies to all the mortgages in the Mortgage Portfolio retrospectively, and not only to loans originated after 26 February 2011. The retroactive application of the New Law is not however free from doubt. To obtain certainty on the interpretation, the Loan Notes Issuer has been advised by Grata that confirmation should be obtained from the Committee for the Control and Supervision of the Financial Market and Financial Organisations of the National Bank of the Republic of Kazakhstan (the *FMSC*). The FMSC is the Kazakh financial regulator. However, both Grata and BTAI are of the view that a confirmation from the FMSC is unlikely to be obtained within a reasonable timeframe, if at all.

To comply with the New Law, BTAI has approached the Loan Notes Issuer seeking permission to notify the borrowers of the New Law, the resulting De-Indexation (the *Proposed Notification*) and to make the Proposed Reimbursement (see below).

The Loan Notes Issuer has assigned its rights under the Loan Notes Transaction Documents to the Loan Notes Trustee pursuant to the Loan Notes Deed of Charge to secure its obligations to the Loan Notes Secured Creditors. As holder of the Class A Loan Notes issued by the Loan Notes Issuer the Issuer is a Loan Notes Secured Creditor.

The Issuer has assigned its rights under the Class A Loan Notes to the Trustee pursuant to the Deed of Charge to secure its obligations to the Secured Creditors. Any rights vested in the Loan Notes Issuer pursuant to the Loan Notes Transaction Documents have been assigned to the Loan Notes Trustee who is obliged to act on the direction of the Issuer and the Trustee.

De-Indexation and Impact on the Mortgage Portfolio

BTAI informed the Loan Notes Issuer, that as of 31 May 2012, the principal amount outstanding of the Mortgage Portfolio is USD 18,626,065 (valued against the KZT/USD exchange rate of 31 May 2012). All the mortgages in the Mortgage Portfolio have US Dollar indexation. Accordingly, the entire Mortgage Portfolio is affected by the New Law.

Potential Sanctions Against BTAI

BTAI, as Servicer, has informed the Loan Notes Issuer that if the New Law is not complied with then BTAI is exposed to legal action from the FMSC, the borrowers and / or the Kazakh state prosecutor. The Loan Notes Issuer has been advised by its Kazakh counsel that although the sanctions for breach of the New Law are unclear, the FMSC has the power to, amongst other things, impose fines and / or withdraw BTAI's banking licence, for failure to comply with the New Law. BTAI informed the Loan Notes Issuer on 26 April 2012 by teleconference (which was confirmed by BTAI in writing on 7 May 2012) that borrowers may take legal action against BTAI for breach of the New Law and seek recovery for the excess amounts (representing indexation payments) they have paid. The Loan Notes Issuer has been advised that a Kazakh court could approve (and indeed require) the reimbursement of such excess payments (representing indexation payments) to the relevant borrowers.

Potential Sanctions Against the Loan Notes Issuer

The Loan Notes Issuer has been advised by Grata that the FMSC may not impose sanctions against BTAI because it is no longer the legal owner of the mortgage loans. The position is however not free from doubt. If this interpretation is correct, it is possible that the FMSC could impose sanctions (including, financial liabilities) against the Loan Notes Issuer because it is the owner of the mortgage loans and has breached the New Law. The counter-argument is that the Loan Notes Issuer is a Dutch SPV and is not under the jurisdiction of the FMSC. Therefore, one interpretation is that the Loan Notes Issuer should not be subject to sanctions. Even so, the FMSC may seek to join the Loan Notes Issuer, together with BTAI, in any action for breach of the New Law.

If any of the FMSC, any borrower and the Kazakh state prosecutor takes any action against BTAI, they may seek to join the Loan Notes Issuer to defend any such action and BTAI may respond and argue that the Loan Notes Issuer should be regarded as the sole defendant. BTAI would argue this on the basis that BTAI is no longer the legal owner of such mortgage loan - acting merely as servicer to the Mortgage Portfolio.

The formal implementation of the De-Indexation is likely to require an actual amendment to the underlying loan contracts. Since the owner of the mortgage loans is the Loan Notes Issuer (and not BTAI), the Loan Notes Issuer (or its authorised representative) may be required to effect such changes. Accordingly, any of the FMSC and the Kazakh state prosecutor may require the Loan Notes Issuer to take action to amend the mortgage loans so that they comply with the New Law.

The Loan Notes Issuer is of the view that it must comply with the New Law to ensure that it avoids any action that any of the FMSC, any borrower and the Kazakh state prosecutor may take against it, including, the incurrence of any financial liabilities. Secondly, the Loan Notes Issuer is of the view that it must comply with the New Law to ensure that this is no adverse effect on the Transaction (including, financial liabilities), the Issuer, the Noteholders and the other secured parties. Finally, the Loan Notes Issuer has covenanted in the Subscription Agreement in favour of the Issuer and the Managers, and in the Master Framework Agreement in favour of each Loan Notes Transaction Party (which includes, the Loan Notes Trustee and the Loan Notes Issuer) to, amongst other things, be in compliance with all legal requirements applicable to their respective activities. Since it is unclear as to the whether or not the New Law applies to the Loan Notes Issuer, the Loan Notes Issuer is of the view that it is prudent for it to comply with the New Law (and to instruct BTAI to undertake action necessary to enable the Loan Notes Issuer to comply with the New Law), so that the Loan Notes Issuer is not in breach of its covenants under the Transaction and not exposed to any liabilities, including any financial liabilities.

Retained Indexation Payments

For those borrowers that have paid BTAI excess amounts (representing indexation payments) since 26 February 2011, BTAI intends to reimburse such amounts to them by set-off (the ***Proposed Reimbursement***) as more particularly described below. BTAI, as servicer, has informed the Loan Notes Issuer that it has retained (in a separate account held with BTAI) all indexation payments received from borrowers since 7 December 2011 (***Retained Indexation Payments***). BTAI has retained the indexation payments as a precautionary measure in case it is required to reimburse such amounts to borrowers that have paid excess amounts (representing indexation payments) under their loans.

The Retained Indexation Payments have not been paid to the Loan Notes Issuer. As at 5 June 2012, the Retained Indexation Payments amount to USD 308,430.89. Neither the Loan Notes Issuer nor the Issuer has authorised BTAI to retain or reimburse the Retained Indexation Payments, or withhold any other funds generally available to the Transaction.

Proposed Reimbursement

The Loan Notes Issuer became aware on 30 May 2012 that the New Law requires that financial institutions have six months from the date that the New Law came into force to ensure that their lending activities comply with the requirements of the New Law, namely, the implementation of the De-Indexation. However, Grata has advised the Loan Notes Issuer that the date of implementation is six months from the date that the New Law came into force. If any loan does not comply with the New Law, the Loan Notes Issuer has been advised that the indexation element of such loan is voidable. BTAI has requested that since the Loan Notes Issuer is the legal owner of the mortgages in the Mortgage Portfolio, the New Law is complied with as soon as possible. BTAI's proposal to comply with the New Law is to make the Proposed Notification and reimburse borrowers which have paid excess amounts (representing indexation payments) by way

of a set-off either by way of reduction of future monthly instalments payable by the borrowers under their mortgages or by a reduction in each case in the principal amount repayable by a borrower under its loan in an aggregate amount equal to any excess indexation payments made by such borrower since 26 February 2012 (in each case, the ***Proposed Reimbursement***). BTAI informed the Loan Notes Issuer of the Proposed Reimbursement on 26 April 2012 by teleconference and which was confirmed in writing on 7 May 2012. The Loan Notes Issuer has been advised by Grata that although the New Law does not specifically provide for a cash reimbursement it does provide for the possibility of a borrower filing a claim in the Kazakh courts against a lender (BTAI and / or the Loan Notes Issuer (see above)) for a reimbursement of such excess proceeds.

The Loan Notes Issuer is of the view that because of the sanctions available to borrowers under the New Law and the risk that the Loan Notes Issuer itself may be exposed to legal and regulatory sanctions (including, financial liabilities) from any of the borrowers, the FMSC and the Kazakh state prosecutor, the Proposed Reimbursement should be made in accordance with any of the methods specified in the previous paragraph.

Effective Date of 26 February 2011

BTAI has been seeking guidance from Kazakh authorities on the retroactive effect of the New Law. According to BTAI, it only became apparent that the New Law had retroactive effect as of 7 December 2011. The Loan Notes Issuer has been advised by Grata that the date that BTAI received guidance from official authorities as to the retroactive nature of the New Law does not affect or otherwise change the date from which the New Law requires that the relevant mortgages are de-indexed. The Loan Notes Issuer has informed BTAI that it is of the view that BTAI should inform borrowers that the De-Indexation is effective as of 26 February 2011 and not 7 December 2011. BTAI has confirmed that it will inform borrowers that the De-Indexation is effective as of 26 February 2011 because the New Law came into force on 26 February 2011.

Proposed Reimbursement Senior to Transaction Collections

BTAI informed the Loan Notes Issuer on 26 April 2012 by teleconference (which was confirmed by BTAI in writing on 7 May 2012) that it will use future collections received as Servicer under the mortgage loans to satisfy any reimbursement claim awarded by a court in favour of any Borrower prior to such collections being transferred to the Transaction (***Proposed Ongoing Senior Indexation Payments***).

The Loan Notes Issuer is of the view that because of (a) the sanctions available to borrowers under the New Law and (b) the risk that the Loan Notes Issuer itself may be exposed to legal and regulatory sanctions (including, financial liabilities) from any of the borrowers, the FMSC and the Kazakh state prosecutor, the Loan Notes Issuer should authorise the Proposed Ongoing Senior Indexation Payments.

BTAI informed the Loan Notes Issuer on 22 June 2012, that based on calculations it carried out on 20 June 2012, it requires USD 1,200,000 to make all the reimbursements due to borrowers as of 26 February 2011. BTAI has informed the Loan Notes Issuer that based on calculations carried out on 30 June 2012, it will have Retained Indexation Payments of USD 680,600 as of 7 December 2011.

Proposed Increase in Servicing Fee

BTAI has approached the Loan Notes Issuer to agree to an increase in the Servicing Fee from 30 basis points (0.30 per cent) to 800 basis points (8.0 per cent.). The Loan Notes Issuer has calculated that this is equal to a monthly service fee of approximately USD 150,000.00 depending on the principal amount outstanding under the Mortgage Portfolio. BTAI is of the view that an increased Servicing Fee is required to compensate BTAI for the additional work BTAI is required

to undertake due to the alleged rising number of delinquent mortgage loans in the Mortgage Portfolio. BTAI is of the view that to effectively manage this task and to increase recovery rates it needs to increase the number of staff it has.

The Loan Notes Issuer is of the view that any increase in the Servicing Fee should be approved by the Noteholders. In addition to the required Noteholder approval, the Loan Notes Issuer is of the view that the approval of the Rating Agencies and the Secured Creditors is also required in order to validly increase the Servicing Fee.

Restructuring and Servicer Termination Event

On 10 May 2012, BTA Bank JSC announced on its website that the Special Financial Court of Almaty (the *Court*) granted an application to commence the restructuring of its financial indebtedness. The Court's decision regarding the restructuring has immediate effect and accordingly the Bank has now gained legal protection in relation to the restructuring process in the Republic of Kazakhstan. Although not free from doubt, the Loan Notes Issuer is of the view that this event or circumstance is likely to have triggered a Servicer Termination Event pursuant to Clause 14.1 and Schedule 3 (c) of the Servicing Agreement.

On 27 June 2012, the Loan Notes Issuer, the Issuer, the Loan Notes Trustee and the Trustee together sent a letter to BTAI reserving all rights each of them may have in respect of such Servicer Termination Event under the Servicing Agreement.

The occurrence of a Servicer Termination Event entitles the Loan Notes Issuer and the Loan Notes Trustee to replace BTAI as servicer with the Halyk Bank JSC (*Halyk Bank*), as the Back-Up Servicer..

Under the Transaction, the following Servicer Termination Events have already occurred: (a) in April 2009 BTAI's parent company JSC "BankTuranAlem" (*BTA Bank*) ceased to make principal payments on its debt in April 2009, (b) there was a credit downgrade of BTA Bank on 8 May 2009, and (c) BTAI's licence to originate mortgage loans was suspended (together, the *Original Servicer Termination Events*). As a result of the Original Servicer Termination Events, BTAI was required to be replaced by Halyk Bank as Servicer. On 16 February 2010, the Loan Notes Issuer, the Loan Notes Trustee, the Issuer and the Trustee, sent to BTAI, BTA and Halyk Bank a letter reserving all their rights under the relevant Transaction Documents. On 9 March 2010, Halyk Bank confirmed in writing to the Loan Notes Issuer, the Loan Notes Trustee, the Issuer and the Trustee various reasons (such as IT incompatibility) as to why it was unable to perform its role as a servicer to the Mortgage Portfolio.

The Loan Notes Issuer has recently had discussions with Halyk Bank about its ability to act as a servicer of the Mortgage Portfolio. Halyk Bank informed the Loan Notes Issuer in writing (e-mail) on 15 March 2012 that it is in a position to perform its role as servicer to the Mortgage Portfolio. However, due to the IT costs related to the change of a servicer (which are estimated at USD\$19,000), the need to integrate the information technology systems such as data tapes and computer programmes, etc.), potential tax implications and the potential disturbance to the collection of payments from borrowers under the Mortgage Portfolio, the Loan Notes Issuer and Halyk Bank are of the view that the replacement of BTAI, as servicer, with Halyk Bank, is not in the interests of the Transaction at this point in time. Accordingly, the Loan Notes Issuer is of the view that notwithstanding the Servicer Termination Event, BTAI should remain as Servicer. The rights of the Loan Notes Issuer, Loan Notes Trustee, the Issuer and the Trustee in respect of the Original Servicer Termination Event should nevertheless be reserved.

Retained Subordinated Interest

The Loan Notes Issuer has withheld the payment of Subordinated Notes Interest to BTAI, as holder of the Subordinated Notes, since 17 January 2012 in an aggregate amount equal to

USD558,185.75 (the ***Retained Subordinated Interest***). The Retained Subordinated Interest was withheld because, owing to the New Law, BTAI as a precautionary measure withheld collections from the Transaction through the Retained Indexation Amounts. BTAI took this action without the consent of any of the Loan Notes Issuer, the Issuer, the Loan Notes Trustee or Trustee. The Loan Notes Issuer took the decision to withhold payment of the Retained Subordinated Interest pending receipt of legal advice to understand the implications of the New Law and impact on the Transaction. The Loan Notes Issuer intends to pay the Retained Subordinated Interest to BTAI, in its capacity as holder of the Subordinated Notes.

Notice to BTAI

The Loan Notes Issuer (for and on behalf of itself, the Issuer, the Loan Notes Trustee and the Trustee) will send a copy of this Notice, including the Proposed Resolutions, to BTAI for information purposes.

SUMMARY OF PROPOSED RESOLUTIONS

1. Resolution to authorise BTAI to make the Proposed Notification for and on behalf of the Loan Notes Issuer to the borrowers:

To enable BTAI and the Loan Notes Issuer to comply with the New Law and to mitigate the risk of any of the borrowers, the FMSC and the Kazakh state prosecutor taking action against BTAI and / or the Loan Notes Issuer, and to avoid the Loan Notes Issuer breaching its undertakings under the Transaction Documents, and to comply with applicable law, the Issuer requests that the Noteholders approve a resolution directing the Issuer to require the Loan Notes Issuer to authorise BTAI to make the Proposed Notification.

The Issuer is of the view that if the Noteholders do not approve the terms of a resolution described in the paragraph above, in order for the Loan Notes Issuer to satisfy its obligations to comply with all applicable law under the Transaction Documents, the Loan Notes Issuer shall nevertheless be required to authorise BTAI to make the Proposed Notification.

2. Resolution to authorise BTAI to make the Proposed Reimbursement for and on behalf of the Loan Notes Issuer to the borrowers:

To enable BTAI and the Loan Notes Issuer to comply with the New Law and to mitigate the risk of any of the borrowers, the FMSC and the Kazakh state prosecutor taking action against BTAI and the Loan Notes Issuer, and to avoid the Loan Notes Issuer breaching its undertakings under the Transaction Documents requiring the Loan Notes Issuer to comply with applicable law, the Issuer requests that the Noteholders approve a resolution directing the Issuer to require the Loan Notes Issuer to authorise BTAI to make the Proposed Reimbursement.

The Issuer is of the view that if the Noteholders do not approve the terms of a resolution described in the paragraph above, in order for the Loan Notes Issuer to satisfy its obligations to comply with applicable law under the Transaction Documents, the Issuer shall nevertheless require the Loan Notes Issuer to authorise BTAI to make the Proposed Reimbursement.

3. Resolution to authorise BTAI to make the Proposed Ongoing Senior Indexation Payments for and on behalf of the Loan Notes Issuer to the borrowers:

To enable BTAI and the Loan Notes Issuer to comply with the New Law and to mitigate the risk of any of the borrowers, the FMSC and the Kazakh state prosecutor taking action against BTAI and the Loan Notes Issuer, and to avoid the Loan Notes Issuer breaching its undertakings under the Transaction Documents requiring the Loan Notes Issuer to comply with applicable law, the Issuer requests that the Noteholders approve a resolution directing the Issuer to require the Loan Notes Issuer to authorise BTAI to make the Proposed Ongoing Senior Indexation Payments.

The Issuer is of the view that if the Noteholders do not approve the terms of a resolution described in the paragraph above, in order for the Loan Notes Issuer to satisfy its obligations to comply with applicable law under the Transaction Documents, the Issuer shall nevertheless require the Loan Notes Issuer to authorise BTAI to make the Proposed Ongoing Senior Indexation Payments.

4. Resolution to authorise BTAI to make any amendments to the mortgage loan contracts for and on behalf of the Loan Notes Issuer:

To enable BTAI and the Loan Notes Issuer to comply with the New Law and to mitigate the risk of any of the borrowers, the FMSC and the Kazakh state prosecutor taking action against BTAI and the Loan Notes Issuer, and to avoid the Loan Notes Issuer breaching its undertakings under the Transaction Documents requiring the Loan Notes Issuer to comply with applicable law, the Issuer requests that the Noteholders approve a resolution directing the Issuer to require the Loan Notes Issuer to authorise BTAI to make any amendments to the mortgage loan contracts for and on behalf of Loan Notes Issuer to enable the mortgage loan contracts to comply with the New Law.

The Issuer is of the view that if the Noteholders do not approve the terms of a resolution described in the paragraph above, in order for the Loan Notes Issuer to comply with its obligations under the Transaction Documents to comply with applicable law under the Transaction Documents, the Issuer shall nevertheless require the Loan Notes Issuer to authorise BTAI to make any amendments to the mortgage loan contracts for and on behalf of Loan Notes Issuer to enable the mortgage loan contracts constituting the Mortgage Portfolio to comply with the New Law.

5. Resolution to approve BTAI's proposal to increase the Servicing Fee

Owing to an increase in the work required to be undertaken by BTAI, as Servicer, in respect of the Mortgage Portfolio, especially in light of the increased number of delinquent mortgage loans, BTAI has requested that the Loan Notes Issuer - and consequently the Issuer - request the Noteholders to approve an increase of the Servicing Fee from 30 basis points (0.30 per cent) to 800 basis points (8.0 per cent.).

The Issuer requests that the Noteholders approve or reject a resolution in respect of BTAI's proposal to increase the Servicing Fee.

6. Resolution to approve the reservation of rights in relation to the Servicer Termination Event

On 8 May 2012, BTA Bank announced a restructuring of its financial indebtedness. This is likely to constitute an Insolvency Event and constitute a Servicer Termination Event under the Servicing Agreement. The Loan Notes Issuer, the Issuer, the Loan Notes Trustee and the Trustee have reserved their rights to take action against BTAI as Servicer under the Servicing Agreement as a result of the Servicer Termination Event pursuant to a letter sent by them to BTAI on 27 June 2012.

The Issuers request that the Noteholders approve a resolution confirming this action taken by the Issuer and the Loan Notes Issuer.

7. Resolution to approve the continuation of BTAI as Servicer and non-appointment of Halyk Bank as Back-Up Servicer

The Issuer and Loan Notes Issuer are of the view that notwithstanding the likely occurrence of a Servicer Termination Event (caused by an Insolvency Event on BTA Bank as described above), that because of the integration costs and potential impact on the collectability of borrower payments, BTAI should continue for the time being as Servicer of the Mortgage Portfolio. This is

notwithstanding the availability of Halyk Bank as Back-Up Servicer. The Issuer requests that the Noteholders approve a resolution confirming this action by the Issuer.

The text of the Extraordinary Resolutions applicable to the Notes is as follows:

EXTRAORDINARY RESOLUTIONS

“THAT this meeting of the holders of the US\$ 123,000,000 Class A Mortgage-Backed Floating Rate Notes due 2029 (the *Notes*) constituted by the Trust Deed dated 29 March 2007 of Kazakh Mortgage-Backed Securities 2007-1 B.V. (the *Issuer*):

- 1. to authorise BTAI to make the Proposed Notification for an on behalf of the Loan Notes Issuer to the borrowers:**

direct the Issuer to require the Loan Notes Issuer to authorise BTAI to make the Proposed Notification in respect of each borrower whose Mortgage Loan is affected by the New Law such that the New Law is complied with;

- 2. to authorise BTAI to make the Proposed Reimbursement for an on behalf of the Loan Notes Issuer to the borrowers:**

direct the Issuer to require the Loan Notes Issuer to authorise BTAI to make the Proposed Reimbursement in respect of each borrower whose Mortgage Loan is affected by the New Law and in respect of which such borrower has paid excess amounts to BTAI, as Servicer, since 26 February 2011, such that the New Law is complied with;

- 3. to authorise BTAI to make the Proposed Ongoing Senior Indexation Payments for an on behalf of the Loan Notes Issuer to the borrowers:**

direct the Issuer to require the Loan Notes Issuer to authorise BTAI to make the Proposed Senior Ongoing Indexation Payments in respect of each borrower whose Mortgage Loan is affected by the New Law such that the New Law is complied with;

- 4. to authorise BTAI to make any amendments to the mortgage loan contracts for and on behalf of the Loan Notes Issuer:**

direct the Issuer to require the Loan Notes Issuer to authorise BTAI to make any amendments to the mortgage loan contracts for and on behalf of Loan Notes Issuer to enable the mortgage loan contracts to comply with the New Law;

- 5 to approve BTAI's proposal to increase the Servicing Fee:**

direct the Issuer to require the Loan Notes Issuer to approve the increase of the Servicing Fee payable by the Loan Notes Issuer to BTAI from 30 basis points (0.30 per cent) to 800 basis points (8.0 per cent.);

- 6 to approve the reservation of rights in relation to the Servicer Termination Event**

approve the reservation of rights by the Issuer against BTAI, as Servicer, in relation to the potential Servicer Termination Event under the Servicing Agreement; and

- 7 to approve the continuation of BTAI as Servicer**

without prejudice to any rights the Issuer has against BTAI under the Transaction Documents and the Transaction, to approve the continuation of BTAI as Servicer under

the Transaction and not to replace BTAI, as Servicer, with Halyk Bank, as Back-Up Servicer, as servicer under the Transaction.

Paragraphs 1 to 7 (inclusive) above each constitute a separate Extraordinary Resolution and each holder of a Note is entitled to vote for or against each such Extraordinary Resolution at the meeting.

Each Extraordinary Resolution which is passed at the meeting shall be deemed to incorporate the following provisions:

“That this meeting of the holders of the US\$ 123,000,000 Class A Mortgage-Backed Floating Rate Notes due 2029 (the *Notes*) constituted by the Trust Deed dated 29 March 2007 of Kazakh Mortgage-Backed Securities 2007-1 B.V. (the *Issuer*):

- (a) authorise, direct, request and empower the Issuer and the Trustee (each an *Authorised Party*) to concur with and execute any letter, document, agreement or deed and do all such other deeds, instruments, acts and things as may be necessary or desirable or expedient to carry out and give effect to this Extraordinary Resolution as such Authorised Party shall require or agree to and to concur with;
- (b) authorise and ratify the entry by the Authorised Person into any amendment to any Transaction Document or any further document necessary or desirable to give effect to the subject matter of this Extraordinary Resolution or any document incidental thereto;
- (c) discharge and exonerate the Loan Notes Trustee and the Trustee from all liability for which it may have become or may become responsible under the Transaction Documents or the Notes in respect of any act or omission in connection with this Extraordinary Resolution or its implementation of this Extraordinary Resolution;
- (d) sanction, ratify and approve the Extraordinary Resolution applicable to the Transaction Documents and the Notes; and
- (e) acknowledge that capitalised terms used in this Extraordinary Resolution, to the extent not defined herein, shall have the meanings given to them in the Notice of Meeting dated 29 June 2012.

Documents Available for Inspection

Noteholders may, at any time during normal business hours on any weekday from the date hereof up to and including at the Meetings, inspect copies of the documents listed below relating to the Notes at the offices of ABN AMRO Bank N.V.

The documents available for inspection are:

- the Trust Deed dated 29 March 2007;
- the Master Framework Agreement dated 29 March 2007 between, *inter alios*, the Issuer and the Trustee;
- the Mortgage Sale Agreement dated 29 March 2007 between, *inter alios*, the Seller, the Loan Notes Issuer and the Loan Notes Trustee;
- the Servicing Agreement dated 29 March 2007 between, *inter alios*, the Loan Notes Issuer, the Servicer and the Loan Notes Trustee;

- the Back-up Servicing Agreement dated 29 March 2007 between, *inter alios*, the Loan Notes Issuer, the Servicer and the Loan Notes Trustee; and
- the Prospectus, dated 28 March 2007.

Voting and Quorum

- (1) **Trust Deed:** The relevant provisions governing the convening and holding of each Meeting are set out in Schedule 5 to the Trust Deed, a copy of which is available for inspection as referred to above. Unless the context otherwise requires, words and expressions used in this section have the meanings ascribed to them in the Trust Deed.
- (2) **Noteholder attendance:** A Noteholder wishing to attend and vote at the Meeting in person must produce at such Meeting a valid Voting Certificate(s) issued by the Principal Paying Agent relating to such Note(s) in respect of which he or she wishes to vote.
- (3) **Voting Certificates and Block Voting Instructions:** A Noteholder may obtain a voting certificate from the Principal Paying Agent or require the Principal Paying Agent to issue a Block Voting Instruction by arranging for such Notes to be held to its order or under its control or blocked in an account with a Clearing System, in each case not later than 48 hours before the time fixed for the Meeting. Notes so held will not be released:
 - (A) in the case of Notes in respect of which a Voting Certificate has been issued, until the earlier of (i) the conclusion of the Meeting; and (ii) the surrender of such Voting Certificate to that Paying Agent; and
 - (B) in the case of Notes in respect of which a Block Voting Instruction has been issued, until the earlier of (i) the conclusion of the Meeting; and (ii) the surrender to the Principal Paying Agent not less than 48 hours before the time fixed for the Meeting (or, if the Meeting has been adjourned, the time fixed for its resumption), of the receipt issued by such Paying Agent in respect of each such Note which is to be released or the Note(s) ceasing to be held to its order or under its control and the notification thereof by that Paying Agent to the Issuer.
- (4) **Quorum Requirements:** The quorum at the Meeting shall be at least two persons holding or representing not less than 50 per cent. of the aggregate Principal Amount Outstanding of the Notes.
- (5) **Adjournment:** If within 15 minutes after the time fixed for any Meeting a quorum is not present, then unless the Issuer and the Trustee agree otherwise it shall be adjourned for such period (which shall be not less than 14 days and not more than 42 days, exclusive of the date fixed for the Meeting and the date fixed for the adjourned Meeting) and to such time and place as the Chairman determines (with the approval of the Trustee if present at the meeting), provided that no Meeting may be adjourned more than once for lack of a quorum.
- (6) **Voting by Show of Hands or Poll:** Every question submitted to the Meeting shall, unless the Chairman determines otherwise, be decided in the first instance on a show of hands. Unless a poll is validly demanded by any person entitled to be present at the Meeting, before or at the time that the result is declared, the Chairman's declaration that on a show of hands a resolution has been passed (or not passed) by a particular majority, or rejected by a particular majority shall be conclusive, without proof of the number or proportion of the votes cast for or against, the resolution.

A demand for a poll shall be valid if it is made by the Chairman, the Issuer the Trustee or one or more Voters representing or holding not less than one fiftieth of the aggregate Principal Amount Outstanding of the Class A Notes.

- (7) **Representation of vote:** Every Voter entitled to vote at the Meeting shall have:
- (A) on a show of hands, one vote; and
 - (B) on a poll, one vote in respect of each US\$100,000 Principal Amount Outstanding of Class A Notes which are represented or held by him.
- (8) **Voting Majority Requirement:** To be passed at the Meeting, each Extraordinary Resolution requires a majority consisting of not less than 51 per cent. If passed, an Extraordinary Resolution shall be binding upon all Noteholders of the relevant Class, whether present or not present at the Meeting at which it is passed and whether present or not present at such Meeting and whether or not voting and upon all Couponholders. Any resolution passed at a Meeting of holders of Class A Notes duly convened and held as aforesaid shall also be binding upon all holders of the Class B Notes and Class C Notes (to the extent that such resolution, if given effect to, would not adversely effect any rating given to the Notes by the Rating Agencies) and the holders of Coupons appertaining thereto, and all of the holders of Class B Notes and Class C Notes and all Couponholders shall be bound to give effect to such resolution accordingly and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof.
- (9) This notice and any non-contractual obligations arising out of or in relation to this notice are governed by, and shall be construed in accordance with, English law.
- (10) The Noteholders will be notified via the website of the Luxembourg Stock Exchange (www.bourse.lu) and via Euroclear and Clearstream, Luxembourg of the results of voting on the Extraordinary Resolutions within 14 days of such results being known.
- (11) The Principal Paying Agent with respect to the Notes is:
- ABN AMRO Bank N.V.
Gustav Mahlerlaan 10
1000 EA Amsterdam
(the ***Principal Paying Agent***)
- (12) The Trustee with respect to the Notes is:
- Stichting Trustee Kazakh Mortgage-Backed Securities 2007-1
Fred. Roeskestraat 123
1076 EE Amsterdam
The Netherlands

This notice is given by:


Kazakh Mortgage-Backed Securities 2007-1 B.V.
Fred. Roeskestraat 123
1076 EE Amsterdam
The Netherlands

(13) For further information please contact:

Kazakh Mortgage-Backed Securities 2007-1 B.V.
Email: KMBS2007-1@atcgroup.com

Amsterdam, 29 June 2012

Kazakh Mortgage-Backed Securities 2007-I B.V.

	<p>ATC Management B.V. Director of the Issuer Fred. Roeskestraat 123 1076 EE Amsterdam The Netherlands</p>
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