

**THIS DOCUMENT AND THE ACCOMPANYING FORM OF PROXY ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION. If you are in any doubt about the contents of this document or the action you should take you are recommended to seek advice from your solicitor, accountant, stockbroker, bank manager or other independent financial adviser under the Financial Services and Markets Act 2000 who specialises in advising in connection with shares and other securities.**

If you have sold or otherwise transferred all of your shares in Nostrum Oil & Gas plc (“**Nostrum**” or the “**Company**”) please send this document, together with the accompanying Form of Proxy, to the purchaser or transferee or to the stockbroker, bank, or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee. If you have sold or transferred part only of your holding in shares in Nostrum you should retain this document and consult the stockbroker, bank or other agent through whom the sale or transfer was effected.

Deutsche Bank is acting exclusively for the Company and no one else in connection with the Transaction and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or for providing advice in relation to this document or the Transaction, nor, apart from the responsibilities and liabilities, if any, which may be imposed by the FCA or the FSMA, for the contents of this document.



**NOSTRUM OIL & GAS PLC**

*(Incorporated in England and Wales with Registered No. 8717287)*

**Approval of Related Party Transaction under the Listing Rules in connection with  
the construction of the Group's Gas Treatment Facility**

**Notice of General Meeting**

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Your attention is drawn to the letter from the Chairman of Nostrum set out in Part I of this document which recommends that you vote in favour of the Resolution to be proposed at the General Meeting referred to below. The Transaction is conditional, *inter alia*, upon the approval of Shareholders at the General Meeting.

Notice of a General Meeting of Nostrum to be held at 11:00 a.m. (CET) (10:00 a.m. (BST)) on 19 September 2014 at Gustav Mahlerplein 23B, 1082 Amsterdam, The Netherlands is set out at the end of this document. The Form of Proxy for use in relation to the General Meeting is enclosed. Whether or not you propose to attend the General Meeting you are requested to complete the Form of Proxy in accordance with the instructions printed thereon and return it to the Company's registrars, Capita Asset Services, PXS1, 34 Beckenham Road, Beckenham, Kent BR3 4ZF as soon as possible but in any event, to be valid, it must be completed and returned so as to arrive not later than 11:00 a.m. (CET) (10:00 a.m. (BST)) on 17 September 2014.

**A summary of the action to be taken by Shareholders is set out on page 5 and in the Notice of General Meeting set out at the end of this document. The return of one or more completed Forms of Proxy will not prevent you from attending the General Meeting and voting in person if you wish to do so (and are so entitled).**

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## EXPECTED TIMETABLE

Date of this Document	29 August 2014
Last time and date of receipt of Form of Proxy	11:00 a.m. (CET) (10:00 a.m. (BST)) on 17 September 2014
General Meeting	11:00 a.m. (CET) (10:00 a.m. (BST)) on 19 September 2014

*References to times are to times in London, England*

## DEFINITIONS AND GLOSSARY OF TECHNICAL TERMS

The following definitions apply throughout this document unless the context requires otherwise (in addition to the terms defined in the text):

<b>2015 Bonds</b>	the US\$450,000 10.50% bonds due 2015 issued by Zhaikmunai which were redeemed on 14 April 2014
<b>Act</b>	the Companies Act 2006 (as amended)
<b>Board</b>	the board of Directors of the Company
<b>Capita</b>	Capita Asset Services
<b>Company or Nostrum</b>	Nostrum Oil & Gas plc
<b>Construction Contract</b>	the construction contract dated 28 July 2014 between Zhaikmunai, the Contractor and KSS Global for the construction of the third unit of the Group's GTF for a consideration of US\$150 million
<b>Contractor</b>	JSC "OGCC KazStroyService"
<b>Deutsche Bank</b>	Deutsche Bank AG, London branch
<b>Directors</b>	the directors of the Company, whose names are set out on page 4
<b>FCA</b>	Financial Conduct Authority
<b>FIA</b>	Ferrostaal Industrienlagen GmbH, Kazakhstan Branch
<b>Form of Proxy</b>	the enclosed form of proxy for use by Shareholders in connection with the General Meeting
<b>FSMA</b>	the Financial Services and Markets Act 2000 (as amended)
<b>General Meeting</b>	the general meeting of the Company for which the notice is set out at the end of this document, or any reconvened meeting following adjournment thereof
<b>Group</b>	the Company and/or all or any of its Subsidiaries
<b>GTF</b>	the Group's gas treatment facility at the Chinarevskoye field
<b>GTU3</b>	the third unit (comprised within the second phase) of Zhaikmunai's gas treatment facility
<b>KSS Global</b>	KazStroyService Global B.V.
<b>KSS Global Relationship Agreement</b>	the relationship agreement dated 19 May 2014 between the Company and KSS Global in which KSS Global and its affiliates agreed to certain restrictions intended to ensure the independent operation of the Company
<b>Listing Rules</b>	the Listing Rules of the FCA
<b>LPG</b>	liquefied petroleum gas
<b>New 2019 Bonds</b>	the US\$400,000,000 6.375% bonds due 2019 issued by Zhaikmunai
<b>Ordinary Shares</b>	ordinary shares of £0.01 each in the capital of the Company
<b>Prospectus</b>	the Company's prospectus dated 20 May 2014

<b>Resolution</b>	the ordinary resolution to be put to the General Meeting as set out in the notice of General Meeting at the end of this document
<b>Shareholder</b>	a holder of Ordinary Shares
<b>Subsidiaries</b>	the Company's subsidiaries
<b>Transaction</b>	the construction of the third unit of the Group's gas treatment facility for a total cash consideration of US\$150 million pursuant to the terms of an agreement dated 28 July 2014 and entered into between Zhaikmunai, the Contractor and KSS Global
<b>United Kingdom or UK</b>	United Kingdom of Great Britain and Northern Ireland
<b>US</b>	United States of America
<b>US\$</b>	US Dollars
<b>Zhaikmunai</b>	Zhaikmunai LLP, a subsidiary of the Company
<b>£ and p</b>	pounds Sterling and pence Sterling respectively

All references in this document to laws and regulations are to English laws and regulations, unless otherwise stated, or as the context otherwise requires.

## PART I

### CHAIRMAN'S LETTER



#### NOSTRUM OIL & GAS PLC

(Incorporated in England and Wales with Registered No. 8717287)

4th Floor, 53-54 Grosvenor Street, London, W1K 3HU, United Kingdom

#### Directors:

Frank Monstrey	Executive Chairman
Kai-Uwe Kessel	Chief Executive Officer
Jan-Ru Muller	Chief Financial Officer
Eike von der Linden	Senior Independent Non-Executive Director
Atul Gupta	Independent Non-Executive Director
Sir Christopher Codrington, Bt.	Independent Non-Executive Director
Mark Martin	Independent Non-Executive Director
Piet Everaert	Non-Executive Director
Pankaj Jain	Non-Executive Director

Company Secretary

Thomas Hartnett

29 August 2014

Dear Shareholder

#### **Proposed contract for construction of the Group's gas treatment facility**

On 28 July 2014, Zhaikmunai, a subsidiary of the Company, entered into a lump sum agreement with JSC "OGCC KazStroyService" (the "**Contractor**") and KazStroyService Global B.V. ("**KSS Global**") (the "**Construction Contract**") for the construction of the third unit of the Group's gas treatment facility ("**GTF**") for a consideration of US\$150 million.

The Contractor is an associate of KSS Global, which currently owns approximately 26.6% of the Company's ordinary shares and is a "substantial shareholder" for the purposes of the Listing Rules, and the Contractor is therefore a related party of the Company for the purposes of the Listing Rules. As the Company is entering into the Construction Contract with a related party and the total consideration payable under the Construction Contract exceeds 5% of the Company's current market capitalisation, the Construction Contract is a related party transaction for the purposes of the Listing Rules, is subject to the requirements of the Listing Rules and is conditional, *inter alia*, upon approval by the shareholders of the Company pursuant to the passing of the Resolution contained in the notice of General Meeting set out at the end of this document.

I am accordingly writing to Shareholders to describe the Transaction and to seek approval for the Transaction by way of the passing of the Resolution to be put to Shareholders at the General Meeting to be held on 19 September 2014, and for which the notice is set out at the end of this document.

#### **Background to and reasons for the Transaction and effect of the Transaction on the Group**

The Group's gas treatment facility is essential for the treatment of gas condensate to produce dry gas, condensate and LPG for sale by the Group. Following the successful completion of the first phase of the GTF, consisting of two units, the Group is proposing to build a third unit for the GTF ("**GTU3**") by mid-2016. The construction of GTU3 is important for implementing the Group's strategy to increase operating capacity and production of liquid hydrocarbons. Management estimates, based on the production profile of both proved and probable reserves reported in the 2013 Ryder Scott Report and assuming the successful completion of the second phase of the gas treatment facility by the middle of 2016, that the Company's annual production will more than double from the 2013 annual production by the end of 2016.

The Group's future hydrocarbon production profile is based on GTU3 operating at full or near-full design capacity. If the GTF, as expanded by GTU3, fails to operate at full or near-full design capacity, the Group would have to reduce or suspend such of its production activities which depend upon an operational GTU3 and this would have a material adverse effect on the Group's business and operations. It is therefore of significant importance to the Group that GTU3 be constructed and come into operation at full or near-full design capacity within the timeframe envisaged by the Company.

The Company is following a multi-contract approach to the project which involves members of the Group entering into a number of contracts for the different elements of the project, such as design, procurement, construction, logistics and project management. Total costs for the completion of GTU3 are estimated to be not more than US\$500 million. The Construction Contract, which is the subject of this document, is one such part of the GTU3 project and the Company has also agreed supply terms with suppliers unrelated to the Contractor for the supply of equipment for GTU3 totalling approximately US\$214 million, pursuant to separate contracts with such suppliers.

Nostrum has appointed Ferrostaal Industrienlagen GmbH, Kazakhstan Branch ("FIA") and Rheinmetall International Engineering GmbH (a 50% subsidiary of Ferrostaal GmbH) as the project manager in charge of managing the engineering, procurement, construction and commissioning of GTU3 on behalf of Zhaikmunai. The Contractor was selected following a tender process carried out by FIA. Whilst some bidders had tendered at a lower price for the works to be performed under the Construction Contract, the Company's Directors' commercial assessment of the tenders reflected a variety of factors including minimising the operational risks in building GTU3 and the financial and operating resources and relevant experience of the various bidders.

### **Transaction details**

The Transaction will be effected in accordance with the terms of the Construction Contract which is conditional, *inter alia*, upon the passing of the Resolution. The process is subject to the requirements of the Listing Rules. The total cash consideration payable under the Construction Contract is US\$150 million (excluding VAT). Your attention is drawn to Part II of this document which contains a more detailed summary of the principal terms of the Construction Contract.

### **The Resolution**

If passed, the Resolution will approve the Transaction and authorise the Directors to implement and complete the Transaction in accordance with the terms set out in the Construction Contract, subject to such immaterial amendments or variations thereto as the Directors may in their absolute discretion agree to. The Contractor will not vote on the Resolution and has undertaken to take all reasonable steps to ensure that its associates, including KSS Global, will not vote on the Resolution. Pankaj Jain, CEO of KSS Global and a Director of the Company, did not participate in discussions about the Construction Contract and did not vote on the recommendation or approval of the Construction Contract by the Board.

### **Action to be taken**

You will find enclosed with this document a Form of Proxy for use at the General Meeting. Please complete, sign and return the Form of Proxy as soon as possible in accordance with the instructions printed thereon. Whether or not you intend to be present at the General Meeting, you are particularly requested to complete the enclosed Form of Proxy and return it to the Company's registrars, Capita, so as to arrive as soon as possible and in any event no later than 48 hours before the time appointed for the General Meeting. Completion and return of the Form of Proxy will not preclude you from attending the Meeting and voting in person should you subsequently find that you are able to be present.

***Shareholders should note that if the Resolution is not passed the Transaction will not proceed.***

### **Additional information and electronic communications**

Your attention is drawn to the additional information in Parts II and III of this document.

Accompanying this document is a separate letter to Shareholders in relation to electronic communications which you are encouraged to read.

**Recommendation**

The Board, having been so advised by Deutsche Bank, considers that the Transaction is fair and reasonable as far as the security holders of Nostrum are concerned. In providing advice to the Board, Deutsche Bank has taken into account the Directors' commercial assessments of the Transaction.

The Board considers the Transaction to be in the best interests of the Company and the Shareholders as a whole and accordingly recommends that Shareholders vote in favour of the Resolution.

Yours faithfully,

Frank Monstrey

*Chairman*

## **Part II**

### **PRINCIPAL TERMS OF THE CONSTRUCTION CONTRACT**

#### **Transaction**

Under the terms of the Construction Contract, the Contractor has agreed to undertake the construction of GTU3, including site preparation, laying of foundations, piping and cabling, earthworks, construction of access roads, supply of civil materials, prefabrication and installation of piping systems, welding, application of coatings, structural steel installations, equipment installations and pre-commissioning. The work will be performed in accordance with the terms of certain construction documents provided by Zhaikmunai to the Contractor.

The Construction Contract will continue until the expiry of one year after Zhaikmunai takes possession of GTU3 following the Contractor's work under the Construction Contract being substantially completed. Zhaikmunai may terminate the Construction Contract as a result of, inter alia, the failure of the Contractor to comply with its obligations under the Construction Contract.

As the Contractor is an associate of KSS Global, which currently owns approximately 26.6% of the Company's ordinary shares, and the total consideration payable under the Construction Contract exceeds 5% of the Company's current market capitalisation, the Construction Contract is a related party transaction for the purposes of the Listing Rules. Accordingly, the Construction Contract is subject to the requirements of the Listing Rules and is conditional, inter alia, upon approval by the shareholders of the Company pursuant to the passing of the Resolution contained in the notice of General Meeting set out at the end of this document.

#### **Payment of consideration**

Zhaikmunai has agreed to pay total cash consideration of US\$150 million (excluding VAT) to the Contractor pursuant to the Construction Contract. This consideration will be payable in instalments during the term of the Construction Contract, based upon works completed by the Contractor.

#### **Guarantee**

KSS Global has agreed to guarantee the performance of the obligations of the Contractor under the Construction Contract.



## PART III

### ADDITIONAL INFORMATION

#### 1. The Company

- 1.1 The Company was incorporated and registered in England and Wales, as a public company, on 3 October 2013, under the Act, with the name Nostrum Oil plc and with registered number 8717287. The name of the Company was changed to Nostrum Oil & Gas plc on 24 April 2014. The legal and commercial name of the Company is Nostrum Oil & Gas plc. The principal legislation under which the Company operates is the Act and regulations made thereunder. The liability of the members of the Company is limited.
- 1.2 The Company is domiciled in the United Kingdom with its registered office and principal place of business at 4<sup>th</sup> Floor, 53-54 Grosvenor Street, London, W1K 3HU, United Kingdom. The telephone number of the Company's registered office is +44 (0) 203 445 0285.

#### 2. Major Shareholders

- 2.1 The Company has been notified under the FCA's Disclosure and Transparency Rule 5 (DTR5) as at 28 August 2014 (being the latest practicable date prior to the publication of this document) of the following significant holdings of voting rights in its Ordinary Shares:

	<i>Number of Shares</i>	<i>Percentage of issued Ordinary Share capital</i>
Claremont Holdings C.V.....	51,190,476	27.2
KazStroyService Global B.V. ....	50,000,000	26.6
Dehus Dolmen Nominees Limited.....	23,809,524	12.65
M&G Investment Management Limited.....	17,640,800	9.4
J.P. Morgan Asset Management (Korea) Company, Ltd. ....	8,013,400	4.3
Templeton Asset Management (Singapore) Limited.....	7,000,000	3.7

#### 3. Significant changes

- 3.1 Except for the issuance by Zhaikmunai on 14 February 2014 of the New 2019 Bonds in a principal amount of US\$400 million and the redemption by Zhaikmunai on 14 April 2014 of the outstanding 2015 Bonds in principal amount of US\$92.5 million, there has been no significant change in the financial or trading position of the Group since 31 December 2013, the end of the most recent financial period for which historical financial information has been published.

#### 4. Adviser and consent

Deutsche Bank has given, and has not withdrawn, its written consent to the issue of this document with the inclusion herein of the references to its name in the form and context in which they appear.

#### 5. Documents available for inspection

Copies of the following documents may be inspected at the registered office of the Company at 4<sup>th</sup> Floor, 53-54 Grosvenor Street, London W1K 3HU during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) from the date of publication of this document up and until the date of the General Meeting:

- (a) the Memorandum and Articles of Association of the Company;

- (b) the consolidated financial information of the Group for the year ended 31 December 2012 and 2013;
- (c) the written consent referred to in paragraph 4 above;
- (d) the Construction Contract; and
- (e) this document.

The above documentation will also be available for inspection on the date and at the place of the General Meeting for at least 15 minutes before the General Meeting is held until its conclusion.



(Incorporated in England and Wales with Registered No. 8717287)

### Notice of General Meeting

NOTICE IS HEREBY GIVEN that a General Meeting of Nostrum Oil & Gas plc (the **General Meeting**) will be held at 11:00 a.m. (CET) (10:00 a.m. (BST)) on 19 September 2014 at Gustav Mahlerplein 23B, 1082 Amsterdam, The Netherlands for the purpose of considering and, if thought fit, passing the following resolution, which will be proposed as an ordinary resolution:

### ORDINARY RESOLUTION

THAT the proposed transaction (the **Transaction**) to be entered into by Zhaikmunai LLP, a subsidiary of Nostrum Oil & Gas plc (the **Company**) as described in a circular to shareholders dated 29 August 2014, pursuant to the terms of an agreement dated 28 July 2014 and entered into between Zhaikmunai LLP, JSC "OGCC KazStroyservice", and KazStroyService Global B.V. for the construction of a gas treatment facility (the **Construction Contract**) be and is hereby approved and the directors of the Company and of any relevant subsidiaries of the Company be and are hereby generally and unconditionally authorised to do all such acts and things and execute all such deeds and documents as they may in their absolute discretion consider necessary and/or desirable in order to implement and complete the Transaction in accordance with the terms set out in the Construction Contract, subject to such immaterial amendments or variations thereto as the Directors of the Company (or a committee thereof) may in their absolute discretion agree to.

Dated 29 August 2014

By order of the Board

Thomas Hartnett  
*Company Secretary*

*Registered Office:*  
4th Floor, 53-54 Grosvenor Street, London, W1K 3HU

#### Notes:

1. Only members entitled to receive notice, or persons appointed as a proxy/corporate representative, are entitled to attend the General Meeting and only those entitled to attend the General Meeting will be admitted to the meeting without the prior approval of the Company.
2. Every member entitled to attend and vote at the General Meeting has the right to appoint some other person(s) of their choice, who need not be a Shareholder, as his proxy to exercise all or any of his rights, to attend, speak and vote on their behalf at the meeting. A proxy need not be a member of the Company but must attend the meeting for the member's vote to be counted. A member may appoint more than one proxy in relation to the General Meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that member.
3. A Form of Proxy is provided with this Notice. Completion and return of such a proxy, or electronic submission of the proxy, will not prevent a member from attending the General Meeting and voting in person. Amended instructions must also be received by the Company's registrars by the deadline for receipt of Forms of Proxy.
4. If you wish to appoint a person other than the Chairman, please insert the name of your chosen proxy holder in the space provided on the enclosed Form of Proxy. If the proxy is being appointed in relation to less than your full voting entitlement, please enter in the box next to the proxy holder's name the number of ordinary shares in relation to which they are authorised to act as your proxy. If left blank your proxy will be deemed to be authorised in respect of your full voting entitlement (or if this proxy form has been issued in respect of a designated account for a shareholder, the full voting entitlement for that designated account).
5. To appoint more than one proxy you may photocopy the enclosed Form of Proxy. Please indicate in the box next to the proxy holder's name the number of ordinary shares in relation to which they are authorised to act as your proxy. Please also indicate by ticking the box provided if the proxy instruction is one of multiple instructions being given. All forms must be signed and should be returned together in the same envelope. If you submit more than one valid proxy appointment in respect of the same share or shares, the appointment received last before the latest time for the receipt of proxies will take precedence. If the Company is unable to determine which was received last, none of the proxy appointments in respect of that share or shares shall be valid.

6. To be effective, the Form of Proxy and any power of attorney or other authority under which it is signed (or a notarially certified copy of such authority) must be deposited with the Company's registrars, by post to: Capita Asset Services, PXS1, 34 Beckenham Road, Beckenham, Kent BR3 4ZF; or by hand to: Capita Asset Services, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, not less than 48 hours before the time appointed for the General Meeting or any adjourned General Meeting.
7. Alternatively, you may submit your Form of Proxy electronically using the Shareportal Service at [www.capitashareportal.com](http://www.capitashareportal.com) where full details of the procedure are given. This website is operated by the Company's registrars.
8. To be effective, the electronic appointment of a proxy for the meeting and any power of attorney or other authority under which the proxy appointment is made must be received by the Company's registrars not less than 48 hours before the time appointed for the General Meeting or any adjourned General Meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used. Please note that any electronic communication sent to the Company or to the Shareportal Service that is found to contain a computer virus will not be accepted. The use of the internet service in connection with the General Meeting is governed by the conditions of use set out on the website, [www.capitashareportal.com](http://www.capitashareportal.com) and may be read by logging on to that site. If you want to appoint more than one proxy electronically please contact the Company's registrar on the Capita Telephone Helpline on 0871 664 0300 (calls cost 10p per minute plus extras, lines are open 8.30am-5.30pm Mon-Fri) or if you are calling from overseas please call +44 208 639 3399.
9. Any person receiving a copy of this Notice as a person nominated by a member to enjoy information rights under section 146 of the Companies Act 2006 (the **Act**) (a **Nominated Person**) should note that the provisions in this Notice concerning the appointment of a proxy or proxies to attend the meeting in place of a member, do not apply to a Nominated Person as only Shareholders have the right to appoint a proxy. However, a Nominated Person may have a right under an agreement between the Nominated Person and the member by whom he or she was nominated to be appointed, or to have someone else appointed, as a proxy for the meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, he/she may have a right under such an agreement to give instructions to the member as to the exercise of voting rights at the meeting.

Nominated persons should also remember that their main point of contact in terms of their investment in the Company remains the member who nominated the Nominated Person to enjoy information rights (or, perhaps the custodian or broker who administers the investment on their behalf). Nominated Persons should continue to contact that member, custodian or broker (and not the Company) regarding any changes or queries relating to the Nominated Person's personal details and interest in the Company (including any administrative matter). The only exception to this is where the Company expressly requests a response from a Nominated Person.

10. Pursuant to regulation 41(1) of the Uncertificated Securities Regulations 2001 (2001 No. 3755) (as amended) and for the purposes of section 360B of the Act, the Company has specified that only those members registered on the register of members of the Company at 7:00 p.m. (CET) (6:00 p.m. (BST)) on 17 September 2014 or if the meeting is adjourned, at 7:00 p.m. (CET) (6:00 p.m. (BST)) on the day which is two days prior to the time of the adjourned meeting shall be entitled to attend and vote at the General Meeting in respect of the number of ordinary shares registered in their name at that time. Changes to the register of members after 7:00 p.m. (CET) (6:00 p.m. (BST)) on 17 September 2014 shall be disregarded in determining the rights of any person to attend and vote at the General Meeting.
11. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so for the General Meeting to be held on 19 September 2014 and any adjournment(s) thereof by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members and those CREST members who have appointed a voting service provider(s) should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.
12. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (CREST Proxy Instruction) must be properly authenticated in accordance with Euroclear UK & Ireland Limited's specifications and must contain the information required for such instructions, as described in the CREST Manual (available via [www.euroclear.com/CREST](http://www.euroclear.com/CREST)). The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by the Company's agent (ID number RA10) by the latest time(s) for receipt of proxy appointments, together with any power of attorney or other authority under which it is sent. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Capita Asset Services is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.
13. CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear UK & Ireland Limited does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings ([www.euroclear.com/CREST](http://www.euroclear.com/CREST)).

14. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001 (as amended). For further information relating to the CREST proxy system, please refer to the CREST Manual.
15. A corporation which is a member can appoint one or more corporate representatives who may exercise on its behalf all of its powers as a member (provided, in the case of multiple corporate representatives of the same corporate shareholder, they are appointed in respect of different shares owned by the corporate shareholder or, if they are appointed in respect of those same shares, they vote those shares in the same way). Corporate shareholders can also appoint one or more proxies in accordance with Notes 2, 3, 6-8 and, if relevant, Notes 10-11 above. Please note, however, that if multiple corporate representatives purport to vote the same block of shares in different ways, they will be treated as not having voted.
16. If the Chairman, as a result of any proxy appointments, is given discretion as to how the votes the subject of those proxies are cast and the voting rights in respect of those discretionary proxies, when added to the interests in the Company's securities already held by the Chairman, result in the Chairman holding such number of voting rights that he has a notifiable obligation under the Disclosure and Transparency Rules, the Chairman will make the necessary notifications to the Company and the Financial Conduct Authority. As a result, any member holding 3 per cent. or more of the voting rights in the Company who grants the Chairman a discretionary proxy in respect of some or all of those voting rights and so would otherwise have a notification obligation under the Disclosure and Transparency Rules, need not make a separate notification to the Company and the Financial Conduct Authority.
17. Any shareholder attending the General Meeting has the right to ask questions. The Company must cause to be answered any question relating to the business being dealt with at the meeting put by a shareholder attending the General Meeting. However, members should note that no answer need be given in the following circumstances:
  - (i) if to do so would interfere unduly with the preparation of the General Meeting or would involve a disclosure of confidential information;
  - (ii) if the answer has already been given on a website in the form of an answer to a question; or
  - (iii) if it is undesirable in the interests of the Company or the good order of the General Meeting that the question be answered.
18. As at 28 August 2014, being the latest practicable date before the publication of this Notice of General Meeting, the Company's issued capital consisted of 188,182,958 Ordinary Shares carrying one vote each. Therefore, the total voting rights in the Company as at 28 August 2014 are 188,182,958 Ordinary Shares.
19. This Notice, together with information about the total numbers of shares in the Company in respect of which members are entitled to exercise voting rights at the meeting as at 28 August 2014, being the latest practicable date before the publication of this Notice of General Meeting, and, if applicable, any members' matters of business received after the publication of this Notice of General Meeting can be found on the Company's website at <http://www.nostrumoilandgas.com>.
20. Shareholders are advised that, unless otherwise stated, any telephone number, website and email address set out in this Notice of Meeting, the Form of Proxy, or Chairman's letter should not be used to communicate with the Company (including the service of documents or information relating to the proceedings at the General Meeting).