TBC Bank JSC proposes the following amendment(s)/addition(s) to Special Terms of the Pledge Agreement (hereinafter the "Special Terms"):

1. **Article 5 of Special Terms to be revised to read as follows:**

5. Closing Provisions

5.1 The Pledge shall become effective upon the registration of the pledge right at a relevant registration agency and shall remain in force for an indefinite period (until the Bank provides written confirmation of its termination).

5.2 In matters not regulated by the Pledge Agreement, the Parties shall be governed by the legislation of Georgia.

5.3 Communication between the Parties shall be governed by Main Terms of the Pledge Agreement.

5.4 The Parties agree that the information published on the Bank's website and stored in the Bank's databases (computer programs), as well as electronic and printed copies thereof certified by the Bank, shall have evidentiary force in confirming the presence or absence of facts related to the relationship governed by the Pledge Agreement.

5.5 The Owner is not authorized, without the Bank's prior written consent, to transfer to any third party any of its obligation or rights under the Pledge Agreement.

5.6 The Bank is authorized, without the Owner's consent, to transfer to a third party, either fully or partially, any right under the Pledge Agreement.

5.7 All the terms and provisions set out in the Pledge Agreement shall apply to and be binding upon the assignees and legal successors of the Parties (including any new owner of the Pledged Item). Furthermore, upon acquiring title to the Pledged Item, the assignee of Pledged Item shall apply to the Bank and obtain information regarding the liabilities secured by the Pledged Item, the debtors/borrowers, as well as any amendments to the Pledge Agreement that may not have been submitted to the National Agency of Public Registry for registration.

5.8 The Parties confirm that the content of the Pledge Agreement accurately renders their intentions and that such intentions have been formed through a reasonable understanding and consideration of the content of the Pledge Agreement, and not merely on the basis of its literal meaning.

5.9 Any amendment(s) and addition(s) to the Pledge Agreement may be made on the basis of a written agreement between the Parties, except for amendment(s) and/or addition(s) to the provisions contained in the Special Terms, which may be revised unilaterally by the Bank, shall be published in accordance with the publications rules set out in this Document, and shall become effective upon such publication. Any amendment and/or addition to the Pledge Agreement, including the Owner's consent, shall constitute an integral part of the Pledge Agreement, even if it is not submitted to a relevant registration agency for registration.

5.10 If any provision of the Pledge Agreement is or becomes void, this shall not affect the validity of the Agreement as a whole. All other articles/paragraphs of the Pledge Agreement shall remian in force excluding the void provision.

5.11 The Pledge Agreement has been composed in Georgian. If there is a non-Georgian version of the Pledge Agreement, and there is a discrepancy between the Georgian and non-Georgian versions, the Georgian version shall be given precedence.

5.12 The supervisory body of the Bank is the National Bank of Georgia (address: 2 Sanapiro Street, 0114 Tbilisi; website: www.nbg.gov.ge).

2. **Article 6 of the Special Terms be cancelled.**