

TBC Bank JSC proposes the following amendment(s)/addition(s) to Special Terms of the Solidary Suretyship Agreement (hereinafter the “Special Terms”):

1. **Article 4 of Special Terms to be revised to read as follows:**

4. Closing Provisions

- 4.1 The Suretyship shall become effective upon the signing of the Suretyship Agreement (Main Terms).
- 4.2 In matters not regulated by the Solidary Suretyship Agreement, the Parties shall be governed by the legislation of Georgia.
- 4.3 Communication between the Parties shall be governed by Main Terms of the Solidary Suretyship Agreement.
- 4.4 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 Solidary Suretyship Agreement.
- 4.5 The Surety is not authorized, without the Bank’s prior written consent, to transfer to any third party any of its obligation or rights under the Solidary Suretyship Agreement.
- 4.6 The Bank is authorized, without the Owner’s consent, to transfer to a third party, either fully or partially, any right under the Solidary Suretyship Agreement.
- 4.7 All the terms and provisions set out in the Solidary Suretyship Agreement shall apply to and be binding upon the assignees and legal successors of the Parties.
- 4.8 The Parties confirm that the content of the Solidary Suretyship Agreement accurately renders their intentions and that such intentions have been formed through a reasonable understanding and consideration of the content of the Solidary Suretyship Agreement, and not merely on the basis of its literal meaning.
- 4.9 Any amendment(s) and addition(s) to the Solidary Suretyship 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 Solidary Suretyship Agreement shall constitute an integral part of the Solidary Suretyship Agreement.
- 4.10 If any provision of the Solidary Suretyship Agreement is or becomes void, this shall not affect the validity of the Agreement as a whole. All other articles/paragraphs of the Solidary Suretyship Agreement shall remain in force excluding the void provision.
- 4.11 The Solidary Suretyship Agreement has been composed in Georgian. If there is a non-Georgian version of the Solidary Suretyship Agreement, and there is a discrepancy between the Georgian and non-Georgian versions, the Georgian version shall be given precedence.
- 4.12 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 5 of the Special Terms be cancelled.**