

**Second Deed of Agreement  
Amending Additional Deed of Agreement dated 6 July 2011**

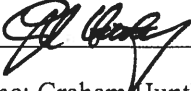

**PREAMBLE**

- (A) Georgia and certain Georgian governmental entities (the “**Georgian Parties**”) and Inna Gudavadze, Iya Patarkatsishvili, Liana Zhmotova and Natela Patarkatsishvili (the “**AP Family Parties**”) entered into an Additional Deed of Agreement dated 6 July 2011 (the “**Deed**”) as well as a Deed of Agreement Amending Additional Deed of Agreement dated 25 August 2011 (the “**Amendment**”).
- (B) The Deed requires that certain steps listed in Paragraphs (a) to (c) of the Deed (as amended by the Amendment) shall have occurred within 20 days of the Final Resolution of the AP Family Issues, as defined in the Settlement Agreement.
- (C) The Ministry of Economic Development of Georgia and Lanner Holding Ltd have entered into an agreement as contemplated by Paragraph (c) of the Deed, which agreement was approved by Governmental Decree on 12 July 2011, thus completing the steps required in said Paragraph.
- (D) The Final Resolution of the AP Family Issues, as defined in the Settlement Agreement, has now occurred, but the Georgian Parties and the AP Family Parties will not be able to complete certain steps listed in Paragraphs (a) and (b) of the Deed (as amended by the Amendment).

**IT IS NOW HEREBY AGREED AND DECLARED AS FOLLOWS:**

The Georgian Parties and the AP Family Parties have agreed to amend the Deed as follows. Notwithstanding anything to the contrary in the Deed, the Georgian Parties and the AP Family Parties shall have until 31 December 2011 to complete the steps in Paragraphs (a) to (b) of the Deed (as amended by the Amendment). If any steps specified in the said Paragraphs shall not have occurred by 31 December 2011 then the Parties agree that the Settlement Agreement shall cease to bind the Parties or have any effect on any of them and shall henceforth be treated as null and void ab initio and in that event the Parties undertake that they shall not seek to rely on any term or provision in it for any purpose as regards any other Party, for which purpose it is agreed that reference may be made to the terms of this Deed, as amended, to the fullest extent necessary to protect the positions of the Parties.

By signing this instrument, each of the undersigned represents and warrants that he has full authority and power to enter into the terms of this deed of agreement on behalf of, and to bind, each of the Parties he represents.

<p>Signed as a Deed this <u>11</u> day of October 2011 by Graham Huntley for and on behalf of the AP Family Parties:</p> <p></p> <hr/> <p>Name: Graham Huntley, Hogan Lovells International LLP</p>	<p>In the presence of: </p> <p>Name: <u>HELEN SADLER</u>.....</p> <p>Address: <u>20 DOUBLET MEWS</u>.....  <u>BILLERICA</u>.....  <u>ESSEX COUNTY</u>.....</p> <p>Occupation: <u>LEGAL PA</u>.....</p>
<p>Signed as a Deed this ____ day of October 2011 by Charles Nairac for and on behalf of the Georgian Parties:</p> <hr/> <p>Name: Charles Nairac, White &amp; Case LLP</p>	<p>In the presence of:</p> <p>Name: .....</p> <p>Address: .....</p> <p>Occupation: .....</p>

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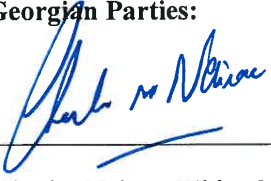
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