

**Third 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 “**First Amendment**”).
- (B) The Deed requires that certain steps listed in Paragraphs (a) to (c) of the Deed (as amended by the First 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 occurred, but the Georgian Parties and the AP Family Parties agreed by a Second Deed of Agreement Amending Additional Deed of Agreement signed on 11 October 2011 (the “**Second Amendment**”) to extend the period to complete the steps lists in Paragraphs (a) and (b) of the Deed (as amended by the First Amendment) to 31 December 2011.
- (E) 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 First Amendment) by 31 December 2011.

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 First Amendment and the Second Amendment, the Georgian Parties and the AP Family Parties shall have until 31 January 2011 to complete the steps in Paragraphs (a) to (b) of the Deed (as amended by the First Amendment). If any steps specified in the said Paragraphs shall not have occurred by 31 January 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.

Signed as a Deed this 30 day of
December 2011 by Graham Huntley for
and on behalf of the AP Family Parties:



Name: Graham Huntley, Hogan Lovells
International LLP

In the presence of: B. Worthing

Name: BRIONY WORTHING

Address: 50 HOLBORN VIADUCT
LONDON
EC1A 2F4

Occupation: SOLICITOR

Signed as a Deed this ____ day of
December 2011 by Paul Friedland for and
on behalf of the Georgian Parties:

Name: Paul Friedland, White & Case LLP

In the presence of:

Name:

Address:

Occupation:

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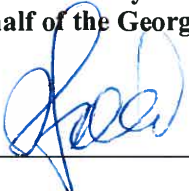
PREAMBLE

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- (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.
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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 ____ day of December 2011 by Graham Huntley for and on behalf of the AP Family Parties:</p> <hr/> <p>Name: Graham Huntley, Hogan Lovells International LLP</p>	<p>In the presence of:</p> <p>Name:</p> <p>Address:</p> <p>Occupation:</p>
<p>Signed as a Deed this <u>31st</u> day of December 2011 by Paul Friedland for and on behalf of the Georgian Parties:</p>  <hr/> <p>Name: Paul Friedland, White & Case LLP</p>	<p>In the presence of:</p> <p>Name: JEANMARIE McEUROY.....</p> <p>Address: WHITE & CASE LLP 1155 AVENUE OF THE AMERICAS NEW YORK, NEW YORK 10036</p> <p>Occupation: PRACTICE ASSISTANT.....</p>