

General Terms and Conditions of UniCredit Bulbank AD for granting loans for real properties to borrowers - mortgage loans

These General Terms and Conditions set forth the procedure and conditions under which UniCredit Bulbank AD (the Bank) provides real estate loans to borrowers - mortgage loans, the conditions for utilization, use, collateralization and repayment of these loans as well as the conditions for the conclusion and term of validity of loan agreements.

A. DEFINITIONS

1. Loan - the total amount for use granted by the Bank on the grounds of a loan agreement (Agreement) as well as the debt arising from and formed by and in relation to the utilized amounts from the principal, including due interests, fees, commissions and other costs as per the terms and conditions of the Contract and these GTC.

2. Mortgage loan - the loan granted on the grounds of a concluded written loan agreement within the meaning of art. 22 and the seq. of the Law on the Real Estate Lending to Consumers. The Bank grants mortgage loans intended for financing of housing needs of consumer/s, refinancing mortgage loans provided by other banks, as well as loans intended for financing of current consumer needs, secured by residential real property.

2.1. Depending on the type of loan collateral chosen by the Borrower pursuant to the provisions of the Law on the Real Estate Lending to Consumers, the liability of the Borrower and the third party debtor can be limited to:

2.1.1. The liquid value of the collateral under the agreement following enforcement in respect to it;

2.1.2. The amount of the price for the collateral when it is sold by the mortgagor with the approval of the Creditor;

2.1.3. The Borrower can have full liability with all its property, including to use real collaterals and/or personal collaterals by way of co-debtors and/or guarantors pursuant to art. 133 of CLA.

3. Mortgage loans of full or restricted liability in terms of their function can be:

3.1. Standard mortgage loans; bridge loans - assigned loans granted for the acquisition of residential property and/or garage, including construction of residential property and/or garage as well as reconstruction and repairs of real property and/or refinancing of similar assigned loans the purpose of which shall be proved by documents before utilisation.

3.2. Universal loans (Home Equity Loan): Mortgage loans which finance current consumer needs of individuals as well as finance loans with a similar purpose. The purpose of the loan shall be declared without having to provide cost-validating documents by way of proof.

4.1. Credit Intermediary – a person within the meaning of para. 1, item. 8 of the Additional provisions to the Law on the Real Estate Lending to Consumers.

4.2. Creditor - the Bank granting the loan, represented by its legal representatives and/or their proxies.

5. Borrower - an individual with a legal capacity and competence to whom the Bank has provided a loan for valuable consideration and who utilizes, uses for a particular purpose and repays the loan within the terms and under the conditions provided for in the Agreement and in these GTC.

6. Third party debtor - a local individual or legal entity with a legal capacity and competence who is a contracting party, co-debtor, guarantor, third party debtor, owner of property provided as collateral under a Loan – mortgagor, pledgor, etc.

7.1. Total loan amount - the maximum amount (limit) or the total amount granted under the loan agreement.

7.2. Total amount due under the loan - total amount of the loan (principal) together with the total expenses under the loan for the Consumer.

8. Loan installment - each installment repaying the loan, price (performing interest, fees) and default interest (penalty).

9. Annuity installments - equal monthly repayment installments, each including the due performing interest as of the acceleration date of the loan installment and the deductible amount from the loan principal as per the repayment schedule.

10. Equal monthly installments for the principal - loan installments, equal monthly amounts for the principal and separate installments for the performing interests whose amounts are set out in the loan agreement and the repayment schedule.

11. Loan price - the applicable individually agreed annual performing interest for the relevant accrual period accrued on the utilized and outstanding loan amounts, due and payable on the date of the respective maturity date as per the repayment schedule and shall be paid as follows: for annuity installments - with the annuity installment itself of whose

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amount it is part of; for loans - equal monthly installments for the principal as a separate loan installment along with the repayment principal installments.

12. Annual Interest Rate (AIR) - the annual performing interest in percentage terms setting the price of the performing and/or overdue loan during the term of validity as of the date of the agreement and as of each subsequent interest accrual period.

12.1. Annual interest rate is formed by the floating reference interest rate applicable as per the Loan Agreement, valid for the relevant period of interest accrual and the agreed fixed (non-floating) margin.

12.2. The amount of the Annual interest rate is determined in the loan agreement as of the date of its conclusion and shall be changed automatically without the parties having to agree the term of validity (increase/decrease) depending on the objective changes in the benchmark interest rate, which is valid for the relevant period of interest accrual on the Loan.

13. Reference Interest Rate – used as a basis for calculation of the variable interest rate applicable to the Loan Agreement. It represents a benchmark for an interest rate pursuant to Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EC 2014/17/EU and Regulation (EU) No 596/2014 (OB, L 171/1 of 29 June 2016 r.), or an index and/or indicators published by the Bulgarian National Bank and/or the National Statistical Institute, or a combination of those.

13.1. The benchmark interest rate is determined in the Loan Agreement depending on the currency of the loan and the period of interest accrual, and it is defined in Section III, paragraph 9.3. below.

14. Annual percentage rate (APR) - in percentage terms it is the individually agreed annual loan cost calculated according to price costs as per the interest schedule as of the date of conclusion of the loan agreement.

14.1. During the term of validity of the loan agreement ACR increase/decreases in proportion to the changes in the applicable reference interest rate under the loan agreement and the objective changes in loan costs until the final repayment of the Creditor's claims.

15. Total loan costs - are all costs under the loan pursuant to Law on the Real Estate Lending to Consumers.

15.1. Total amount payable by the consumer - the sum total of the total loan amount and total loan costs payable by the consumer.

16. Repayment schedule - the allocation of the due loan installments for the relevant term of validity of the loan agreement (annuity, principal, performing interest) depending on their amount, number, periodicity taking into account the payment due date of each of them (maturity).

16.1. The information contained in the repayment schedule shall be valid only until the subsequent change in the value of the interest rate or in the additional expenses, pursuant to the Loan Agreement.

16.2. The Borrower is entitled at any moment during the term of validity of the loan agreement upon request to receive a loan statement for free by way of a repayment schedule for the executed and future payments.

17. Interest schedules - periods within the term of validity of the loan agreement within which upon the conclusion of the agreement the parties agree to pay different loan prices (performing interests).

18. Compensation for delay with the legal effect of penalty is the agreed default (compensation) interest for delayed payment as of the date of the agreed maturity date on each due and payable loan installment (annuity installment, for the principal, performing interest).

18.1. The default interest (penalty) shall be calculated in terms of the delay of the overdue installment - annuity installment, for the principal, for the performing interest and is in the amount of the statutory interest.

19. Annual statutory interest amount

19.1. The annual amount of the statutory interest rate for overdue payables is equal to the base interest rate of the Bulgarian National Bank effective from 1st January, respectively from 1st July, of the current year plus 10 percentage points.

19.2. The daily amount of the statutory interest rate for overdue payables is equal to 1/360th part of the annual amount determined in item 19.1.

19.3. The interest rate under item 19.1 effective from 1st January of the current year is applicable to the first half of the respective year, and the interest rate effective from 1st July is applicable to the second half of the year.

20. Material adverse effect shall mean any circumstance or event (or a succession of those) where the Bank considers that it has or may have significant adverse consequences or may lead to a significant adverse change in: (a) the capacity of any Borrower and/or Third Party Debtor to fulfill and/or comply with its obligations under the Loan Agreement, these GTC and/or the collateral agreements; (b) the business activity, the property, the financial condition, the operations or the prospects of a Borrower and/or a Third Party Debtor; (c) the rights and the interests of the Bank in

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relation to any collateral under the Loan agreement; (d) the legal compliance, the validity and the binding nature of the Loan Agreement and/or a collateral agreement, or the rights, the interests or the privileges of the Bank, according to the Loan Agreement, these GTC and the collateral agreements; and/or (d) the capacity of the Borrower to utilize the loan in the manner specified in the Loan Agreement and its appendices.

B. PURPOSE OF MORTGAGE LOANS

The Bank grants mortgage loans with the following intended purpose:

1. **Financing the housing needs of consumer/s** - purchase, construction, repair and reconstruction of housing property;
2. **Financing the purchase of another property** (garage, etc.)
3. **Financing the purchase of land** – regulated landed property
4. **Financing reconstructions and ongoing repairs and rehabilitation and construction works, furnishing and other needs of the Borrower** and his/her family;
5. **Re-financing loans** with similar parameters granted to the Borrower by other banks.
6. Other types of loans secured by a mortgage or similar collateral on real property with the exception of credit cards.

I. CONDITIONS FOR THE PROVISION OF MORTGAGE LOANS

1. On the grounds of a decision taken by the bank's competent bodies in accordance with the Rules on lending activity the Bank can grant loans to Borrowers complying with the following conditions:

- 1.1. To have an open current account in the Bank;
- 1.2. To receive permanent net monthly income with an amount determined according to the assessment of the Borrower's creditworthiness and credit risk:
 - 1.2.1. Employment or civil service relationship under a permanent employment contract/civil service relationship order, whereby the Borrower has at least 6 (six) months of experience in the company in which he/she works on the date of submission of the loan application, has not given a notice of termination of employment and has received regularly his/her remuneration;
 - 1.2.2. Activity as a sole proprietor, as a freelancer or an activity ensuring permanent income for at least 1 (one) year as of the date of submission of the loan application;
- 1.3. The monthly liabilities under the loan shall not exceed the due portion of the net amount of the monthly family income of the Borrower. The spouse of the Borrower is always a co-debtor under the loan agreement (with the exception of the loan agreements with limited liability of the Borrower when the spouse is always a co-borrower) and at the same time when s/he is the owner of the collateral s/he shall sign the loan agreement as a mortgagor.
- 1.4. The Borrowers shall have and dispose of his/her own funds (own participation) in the total amount necessary to finance the purpose of the loan in proportion to the percentage of own participation required by the Bank depending on the level of creditworthiness, the assessment of the collateral and credit risk taken by the Bank by granting the loan.
- 1.5. The purpose of the requested loan shall not contradict the law and bank regulations.
- 1.6. The Borrower has lodged a written loan application (as per a sample of the Bank) apart from which at the various stages of its review information and documents are to be provided in writing in Bulgarian specified in the Appendix under Item 38 of the GTC. Where some of the documents have been drawn up in a foreign language, a certified translation into Bulgarian shall be provided as per the statutory procedure.

2. The Bank shall provide mortgage loans in national or foreign currency with term and amount, as follows:

- 2.1. Maximum repayment term – up to 35 years. The repayment term of each loan shall be determined depending on its intended use, the conditions the Borrower shall comply with, the chosen form of loan collateral pursuant to art. 24, paragraph 2, item 1 (limited liability) or art. 24, paragraph 2, item 2 (full liability) of the Law on the Real Estate Lending to Consumers and is specified in the agreement.
- 2.2. The granted amount shall be determined depending on the loan purpose, the Borrower's creditworthiness, the quality of his/her relations with the Bank, the type and sufficiency of the proposed collateral and own participation under the loan pursuant to art. 24, paragraph 2, item 1 (limited liability) or art. 24, paragraph 2, item 2 (full liability) of the Law on the Real Estate Lending to Consumers, as during the whole term of validity of the loan agreement the Bank shall monitor the availability and observation of the conditions under which the granted loan amount is determined.

3. The Bank shall assist Borrowers in notifying them about the regulations and specific internal bank requirements in relation to lending activity with a view to the loan purpose, the needs and credit resources and the credit products on

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offer by providing the necessary clarifications regarding the most suitable loan product and a form of loan collateral chosen by Borrowers pursuant to art. 24, paragraph 2 of the Law on the Real Estate Lending to Consumers:

3.1. The Bank shall provide Borrowers with the required data as per Appendix No 2 pursuant to art. 6, paragraph 2, item 3 of the Law on the Real Estate Lending to Consumers.

3.2. The information provided under item 3 shall not have the legal effect and consequences of an offer and does not oblige the Bank to approve and agree the requested loan.

4. The Bank shall notify the Borrower in writing of the decision about the requested loan in accordance with the provisions of Section I of these GTC and the results from the analysis of the Borrower's creditworthiness.

4.1. The bank shall give notification within 30 working days. When the loan collateral is pledge of receivables under accounts with the Bank as per the Obligations and Contracts Act, the notification shall be given within 14 days from receiving the required information regarding the decision about the requested loan duly verified by the relevant documents.

4.2. In case any additional information and documents are requested during the response period, the term under item 4.1 shall begin from their receipt by the Bank.

4.3. When based on performed assessment of the creditworthiness of the Consumer the Creditor refuses to provide a loan, it shall duly and free of charge inform the Consumer for the refusal and if this is applicable, that the refusal is based on automated processing of the data. The Bank is not obliged to give grounds for its refusal to grant the loan unless in the cases when on the grounds of the check in the Central Credit Register or another database and pursuant to art. 14, art.4 of the Law on the Real Estate Lending to Consumers it shall notify the consumer of the check results and consumer information in the register immediately and for free.

4.4. The period of validity of the decision on the loan application approval is 3 months. If within this period the Borrower fails to sign the loan agreement for reasons beyond the control of the Bank, the decision term expires and another application and documents shall be submitted, **including documents by the applicant required by the Bank.**

5. On the grounds of the decision for granting a loan the Bank shall sign a full liability mortgage loan agreement/ limited liability mortgage loan agreement with the Borrower under mutually acceptable and individually agreed equal terms in accordance with the pre-contractual information, observing the principles of confidentiality and non-admission of any conflict of interests.

II. CONDITIONS FOR MORTGAGE LOAN UTILIZATION

6. The Borrower's right to utilize amounts from the loan shall arise after the agreement is assigned by all parties thereto and upon fulfillment of the following conditions:

6.1. Fulfillment of all utilization conditions, including the other conditions under Item 9 of the Agreement;

6.2. Establishing the agreed collaterals in the manner and form stipulated in the law and entering them in the relevant registers;

6.3. Submission of certificates in the form required for each agreed collateral, verifying the Bank's rights as a first-ranking mortgagee/pledgee as well as the lack of encumbrances, rights and claims by and in favour of third parties regarding the subject of the collateral (for example property encumbrances, pledges/mortgages in favour of another creditor, statements of claim, foreclosures, lease contracts, established right to use and other rights vis-à-vis third parties);

6.4. Payment of the fees and commissions set out in the mortgage loan agreement;

6.5. The Borrower has provided the insurances under Section V of these GTC;

6.6. A written application for utilization of amounts from the Loan, an appendix to the Agreement;

6.7. No facts, events or circumstances (or a succession of those) that have or may have a potential Material adverse effect have occurred.

7. The utilization term is set out in the loan agreement. Where no such term has been explicitly specified, it shall be up to 3 months as of the date of the Loan Agreement.

7.1. If the collateral in favour of the Bank does not fulfill the requirements under item 6.3, the Bank shall not allow loan utilization until the collateral is made compliant with the requirements in the specified clause within a period no longer than three months from the date of the loan agreement conclusion. When the term expires, the loan agreement shall be terminated, as the amounts paid for notary fees and state registration fees shall not be subject to return. In these cases the Bank does not bear responsibility and does not have to refund incurred costs in relation to the establishment of the collateral.

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7.2. In case during the utilization term the Borrower does not utilize the approved loan or utilize part of it, the obligation of the Bank to provide the unutilized amounts shall be terminated and repaid, as the commissions and costs paid by the Borrower are not subject to payment.

8. The loan shall be filed and accounted for in the books of the Bank by reflecting all utilized and reimbursed amounts and shall be utilized fully or partially through the current account of the Borrower, specified in the Agreement. According to the specific case other utilization schemes can also be agreed in the Agreement – through a conditional deposit in favour of a third party (escrow account), documentary letter of credit in favour of the seller of the real property whose acquisition is financed with the loan under the provisions of the respective Agreement.

8.1. The Borrower shall verify the compliance with the conditions determining the arising of the right to use loan amounts by providing original documents or copies true to the original.

III. INTEREST RATES AND FEES

9. The exact amount of the due performing and default interests shall be agreed individually and paid as per the agreement, the updated repayment schedule as of their due payment date and these GTC.

9.1. The utilized non-repaid portion of the loan (performing and/or overdue debt) for the period of the Agreement shall accrue a performing interest rate the amount of which is set for the relevant interest schedule period as an annual interest rate formed by the individually agreed floating reference interest rate applicable for the relevant interest accrual period **according to the loan currency and its periodicity** within the effective interest rate schedule plus the agreed fixed (non-floating) margin for the term of validity of the relevant interest rate schedule.

9.2. The initial interest accrual period shall begin from the date of the date of the first loan utilization. Each subsequent interest accrual period begins from the first working day of the following calendar month (week, month, quarter, six months) as per the periodicity of the applicable reference interest rate.

9.3. The following shall be agreed and apply to the reference interest rate according to the respective currency of the loan and period of interest accrual:

9.3.1. Consumer loans in BGN – Average Deposit Index (ADI) calculated by the Bank based on the Interest Rate Statistics of the Bulgarian National Bank (BNB) presented in the table “Interest Rates and Volumes of Outstanding Amounts on Overnight Deposits, Time Deposits and Deposits Redeemable at Notice of Non-financial Corporations and Households Sectors” published on the website of the BNB and may be accessed at the following link: <http://www.bnb.bg/Statistics/StMonetaryInterestRate/StInterestRate/StIRInterestRate/index.htm#> (the Table). The ADI is calculated by the Bank as a weighted average interest rate on the aggregation of the deposits in Bulgarian leva of Non-financial Corporations and Households Sectors in the banking system in Bulgaria presented in the Table, received by weighting the values of the effective annual interest rates directly taken from the Table by the client categories and types of deposits in Bulgarian leva with their volumes for the respective month (<http://bnb.bg/Statistics/StMonetaryInterestRate/StInterestRate/StIRInterestRate/index.htm>).

The weighted average value is received as the sum total of the products of the effective annual rate (from the Table) and the volume for the respective client category and the type of the deposit for the same month (from the Table) is divided to the sum total of the volumes of all deposits in BGN for the same month (from the Table). Detailed information with examples for calculation of ADI is published on the webpage of the Bank (<https://www.unicreditbulbank.bg/bg/metodologiya-za-opredelyane-na-lihvenite-protsepti-po-kredit>). The current value of the ADI is published on the webpage of the Bank (<https://www.unicreditbulbank.bg/bg/pazarni-lihveni-indeksi/>) in the first business day of each calendar month and shall apply from the first business day of the calendar month until the day preceding the first business day of the following calendar month inclusive.

9.3.2.¹ Loans in foreign currency – one-month or three-month EURIBOR (for the loans denominated in EUR) or LIBOR (for the loans denominated in USD, British pounds, Swiss francs), equal to the index published on “EURIBOR=/LIBOR=” page of REUTERS at 11.00 o'clock Central European Time two business days before the first business day of each calendar month or calendar quarter, applicable from the first business day of the calendar month or calendar quarter respectively until the day preceding the first business day of the following calendar month or calendar quarter inclusive;

9.3.3.² For overdraft – ADI and one month EURIBOR or LIBOR, with frequency of change every first working day of the calendar month.

¹ working days in the Republic of Bulgaria

² working days in the Republic of Bulgaria

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9.3.4. In case the BNB suspends the publishing of the data from the Table, and in case the benchmark interest rate applicable under the Agreement (A) materially changes or (B) is no longer provided or ceases to exist, respectively, or cannot be used on the grounds of: (a) an official statement made by the administrator of the relevant Interest Index, the supervisory authority of such administrator, an insolvency authority, an authority with powers for restructuring of the relevant administrator, (b) withdrawal of the rights of an administrator to provide the relevant Interest Index, (c) a prohibition according to the relevant applicable law or (d) an official statement or information by a supervisory authority that the relevant Interest Index is no longer representative, the Bank in compliance with the legal requirements shall apply an Action Plan approved by its Management Board and setting out the actions that would be taken in the event that a benchmark ceases to be provided, pursuant to Art.58, para.5 of the Credit Institutions Act and Art.28, paragraph 2 of Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (OJ, L 171/1 of 29 June 2016). As at the time of applying the plan referred in the preceding sentence, the new interest rate under the Loan Agreement shall not be higher than the amount of the interest rate under the Loan Agreement before that time.

9.4. When there are loans repaid by annuity installments, the annual interest rate under the loan shall change (increase/decrease) automatically depending on the change of the agreed applicable reference interest rate in the cases when the change exceeds 0.25 (zero point twenty-five) percentage points compared to the amount of the applicable reference interest rate effective as of the date of the change.

9.5. When there are loans repaid by equal monthly installments for the principal, the annual interest rate under the loan shall change (increase/decrease) automatically with the amount of the declared change of the agreed and applicable reference interest rate in terms of its periodicity, whereby the amount of interest installments under the repayment schedule shall change respectively.

9.5.1. The Bank shall notify Borrowers and third party debtors of each change in the reference interest rate as per the provisions stipulated in item 9.4 and item 9.5 and the statement regarding loan movement showing the amount of the changed repayment installments. The notification shall be given by posting the effective reference interest rate as of the date of the change on the website and cash desks of the Bank. The loan movement statement as per the request by the Borrowers shall be sent to the address of the Borrowers most recently provided to the Bank in accordance with the procedure of sending messages set out in the agreements or to the e-mail or by fax.

9.6. The change becomes effective automatically on the announcement date of the changed value of the reference interest rate according to its periodicity as per item 9.3, maintaining the fixed (non-floating) margin set forth in the Agreement without the parties having to conclude an additional agreement.

9.6.1. At any time of term of validity of the loan agreement Borrowers can receive information about the exact amount of the applicable reference interest rate announced on Reuters' website on the respective date as specified in item 9.3 as well as on the cash desks and website of the Bank.

9.7. When the effective reference interest rate for the relevant interest accrual period changes, the contracting parties shall accept the interest conditions under the loan as automatically changed, as the changed reference interest rate replaces the changed one maintaining the agreed margin. The changed interest conditions are mandatory and binding for the parties, as it is not necessary to change the loan agreement formally.

9.7.1. In case of disagreement with the changes to the Agreement and/or these GTC made on the grounds laid down therein, the Borrower/s has/have the right to fully repay the utilized amounts and the relevant interests, fees, commissions and charges payable thereon in accordance with the provisions of this Agreement and as of the date of full repayment of any due and payable amounts to the Bank to early terminate the Agreement without paying early repayment fees unless the early repayment is made before the repayment of 12 monthly installments as of the day of loan utilisation. In this case an early loan repayment fee is due amounting to 1% (one percent) of the early repaid loan.

9.8. In case of failure to repay the installment for the principal under the repayment schedule within the specified term and/or the performing interest with equal monthly installments and the annuity installments for annuity loans respectively, a default interest shall accrue on the overdue installment in an amount of the statutory interest specified in item 19 of these GTC for the period of default.

9.9. The interests are accrued on the debt under the principal based on actual number of days of each month/360. Performing interests shall be paid on a monthly basis according to the periodicity of and on the maturity date specified in the repayment schedule, as default interests shall accrue for each day of delay and are immediately due and payable.

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10. The specific amount of the due fees and commissions under the loan as well as the method of their repayment is set out in the loan agreement and these GTC, unless stipulated otherwise in the law.

10.1. The commissions shall be determined and specified in the loan agreement and the subsequent annexes thereto.

10.2. The Borrower shall pay an early residual debt repayment fee of 1% (one percent) on the early repaid debt, due and payable for full or partial early repayment before the repayment of 12 monthly repayment installments as of the date of utilization of the loan. The due and payable fee shall be paid together with the amount posted as early repayment of the loan.

10.3. The early repayment application shall have a legal effect and termination consequences regarding the early repaid amount as from the time it is paid in as full or partial repayment of the liabilities under the loan agreement. In case of partial repayment the Borrower shall be entitled to reduction of the total costs under the loan, which reduction shall refer to the interest and the costs for the rest of the duration of the agreement.

10.4. All explicitly envisaged in the loan agreement as due by the Borrower fees, commissions and other administrative and legal costs, including notary fees as well as any costs, other than the management costs, incurred by the Bank for the account of the Borrower by virtue of the law and/or the agreement for the payment of additional services with regard to the conclusion, execution, collection of the receivables of the Bank and the final repayment of the amounts due under the agreement, including but not limited to expert opinions, consultation, registration, change, renewal and cancellation of the collateral, taking of enforcement actions arising from a court decision, obtaining of a writ of execution, instituting of enforcement proceedings, hiring of relevant experts and defence lawyers shall be borne by the Borrower in the amounts stipulated by the law. In case of early claim or termination of the agreement, they shall remain due until fully repaid, including through enforcement, along with the consequences stipulated in the law.

10.5. The Borrower shall also pay any costs incurred by the Bank in the course of enforcement proceedings for collection of the Bank's receivables under a loan that is not repaid voluntarily.

10.6. The costs under 10.5, including but not limited to such for legal protection, the protection, management and liquidation of the debtor's property and/or collateral and other amounts required and paid for administrative costs are due and payable by the Borrower and the third party debtors inasmuch as provided for by law, according to the distribution of the liability.

IV. COLLATERAL

11. By granting loans the Bank accepts personal collaterals as per the provisions stipulated in the law regarding their validity as well as liquid (sellable) property (real and/or receivables) whose discounted value shall be no less than the total loan amount pursuant to the regulations. In case the discounted value of the collateral is less than the amount of the requested loan, the Bank renegotiates and grants a loan in the amount of the discounted value of the collateral, as the difference up to the requested amount shall be covered by the Borrower as own participation.

11.1. The credit risk level assessed by the Bank according to the Bank's internal rules and the discounted value of the collaterals provided by the Borrower shall determine the amount of the percentage of own participation required by the Bank on the part of the Borrowers to finance the purpose of the loan.

12. The Bank accepts the following types of collaterals for the mortgage loans with full liability which are not exhaustively listed:

12.1. Contractual and/or statutory mortgage on real property owned by the Borrower or by a third party.

12.2. Pledge as per the Law on Obligations and Contracts of receivable of the Borrower and/or a third natural person on bank account in national and foreign currency of which he/she is a holder, opened with the Bank or with another Bank, or receivable under a contract pursuant to which any of them is a Creditor party, including an employment contract or in case of a civil service relationship.

12.3. Registered pledge as per the Registered Pledges Act of movable assets where this is permitted by the law. In case of pledge of securities, the latter shall be held under a sub-account with the Bank.

12.4. Other collaterals permitted by the law.

13. In order to ensure the repayment of the Loan granted pursuant to the Agreement, the Bank may also request:

13.1. The participation of the co-debtor as a contracting party – a person who pursuant to art. 101 and the provisions of art. 121-127 of the Law on Contracts and Obligations, assumes and is jointly responsible with the Borrower for the fulfillment of the Borrower's obligations for repayment of the Loan from the date on which these liabilities arise until their full repayment pursuant to the Agreement and the effective GTC.

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13.2. The Borrower's spouse is always a co-debtor under the Agreement, except in the cases of an agreement pursuant to Art. 24, para. 2, item 1 of the Law on the Real Estate Lending to Consumers, in which case the Borrower's spouse participates in the Loan Agreement as a co-borrower and mortgagor with respect to the property - matrimonial property or personal property.

13.3. The participation of the guarantor as a contracting party – a person approved in advance by the Bank who pursuant to art. 138-148 of the Law on Contracts and Obligations assumes and is jointly responsible with the Borrower for the fulfillment of the Borrower's obligations for repayment of the Loan from the date on which these liabilities arise until their full repayment pursuant to the Agreement and the effective GTC. If the Borrower fails to fulfill the obligations under the Agreement, the Guarantor shall voluntarily credit the outstanding amounts under the Loan when first requested by the Bank. The full repayment of the Loan shall cover the liability of the Guarantor as well. Upon partial repayment the liability of the Guarantor is reduced up to the reduced amount of the Loan.

14. In the case of mortgages with limited liability the Bank shall accept only the collaterals specified below, and more specifically:

14.1. The collateral is - statutory/contractual mortgage or a similar collateral on real property, including such acquired by way of the loan (land, building under construction or completed construction), owned by the Borrower, any of the Co-Borrowers, estate by entirety of the Co-Borrowers, jointly owned property.

14.2. The Bank shall satisfy itself completely and finally up to the amount of the collateral pursuant to Art. 24, para. 2, item 1 of the Law on the Real Estate Lending to Consumers, after enforcement with respect to the collateral through a judicial procedure or, provided that the Bank has given its explicit and unconditional consent for this, from the price received for the collateral upon its sale by the Borrower-owner, respectively the co-borrowers co-owners or owners under the conditions of co-ownership on marital grounds;

14.3. In the event of destruction/damage or the collateral, the Bank shall satisfy itself from the insurance collateral due under the insurance policy in favour of the Bank.

14.4. If the mortgagor/s is/are not (an) owner(s)/is/are removed as owners of the real property on which the mortgage has been established due to which it becomes void in accordance with the procedures stipulated in the law, the Bank shall satisfy itself in accordance with the procedures stipulated in the law by the whole property of the Borrower/co-borrowers and the insurance for covered risk of annulment of the collateral by means of a judicial ruling due to eviction, nullity or voidability.

14.5. Where the collaterals accepted and specified in the Agreement are not established and/or any due and payable amounts under the loan are not paid pursuant to the provisions of these GTC and the loan agreement, this shall be a reason for early claim of the loan, and when the loan is not fully utilized – a reason for the Bank to refuse utilization of the unutilized portion of the Loan.

15. Where due to change in prices, change in the currency exchange rate or due to any other circumstances, the value of the property, subject of the collateral, is reduced and the Bank considers it insufficient to guarantee its receivables under the Loan, the Borrower directly and/or the third party debtors, upon first request, shall reduce the liability under the Agreement or provide an additional collateral in the type, amount and term specified by the Bank, in the form required by the law and under the conditions of the specific collateral agreement.

V. INSURANCE

16. The Borrower shall take out or ensure the conclusion and maintenance of an insurance of all risks subject to insurance regarding his/her life/health and property accepted as collateral during the entire term of validity the agreement, whereby the total amount of the insurance indemnities cannot be less than 100 % (where possible) of the amount of the loan and the Bank shall be defined as a third party-beneficiary – the only beneficiary of insurance indemnities. The insurance risks and the insurer shall be agreed with the Bank in advance.

17. Upon occurrence of an insurance event the insured party or his/her heirs, the owner of the insured property respectively, the Borrower and/or the third party debtors shall take all necessary actions requested by the insurer within the due term and shall provide the documents on the grounds of which the Bank shall receive the insurance indemnities under the insurance policies. The Borrower shall ensure the provision of a new policy under the same terms and conditions within a month prior to the expiry of the effectiveness of each insurance policy.

17.1. In case of full or partial early repayment of the loan by paying an insurance indemnity no early repayment commission shall be paid.

18. In case of loans that are granted to persons with permanent residence in the country, the Borrower concludes or ensures the conclusion and maintenance of a Life Insurance for the entire term of validity of the Agreement under which

UniCredit Bulbank AD:

Borrower:

Co-debtor:

Guarantor:

Mortgagor:

Pledger:

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the Bank is defined as a third party-beneficiary – the only beneficiary of the insurance indemnities, as the Bank shall use the insurance indemnities up to the loan amount. The insurance must cover at least the risk of death caused by an accident or illness; long-term or permanent loss of working capacity above 70% as a result of an accident or illness; temporary lack of working capacity as a result of an accident or illness.

18.1. In relation to the fulfillment of the provision under item 17 and 18, the Bank can offer a Credit Protection Insurance to the Borrower, covering the above risks as well as unemployment as a result of dismissal pursuant to the Labour Code.

VI. LOAN REPAYMENT CONDITIONS

19. The loan shall be repaid on a monthly basis after the expiry of the grace period if such has been agreed, by installments under the principal or annuity installments.

19.1. The specific type, amount and terms for repayment of the annuity/repayment installments under the Loan and performing interests shall be determined under the Repayment Schedule to the Agreement.

20. The Loan shall be repaid in the currency in which it has been granted. Upon repayment with amounts in currency different than that of the Loan, the Bank shall perform arbitration proceedings, buying the currency as per its rate for the bills payable in foreign currency as to the date of the operation.

21. In case of early repayment (full or partial) of the debt under the Agreement, the Borrower shall pay an early repayment fee which is just and objectively well-founded indemnity for all costs amounting to 1% (one percent) of the early repaid debt if the early repayment is made before the repayment of twelve monthly installments as of the date of loan utilization excluding item 17.1. above. This rule does not apply in the event indicated in art. 25 para. 8 of the Law on the Real Estate Lending to Consumers as well as in the case of early repayment of an overdraft loan secured by a mortgage, where in the latter case an early repayment fee shall not be paid.

21.1. Unless agreed otherwise when the amount received in the Bank is insufficient for repayment of the whole installment under the loan, the due early repayment commission shall be repaid first, when due, then default interests (penalty), the accrued and due performing interests, the portion of the interests in case of an annuity installment, and the remaining portion is used for the repayment installment under the principal and the portion of the principal in case of an annuity installment.

21.2. Upon early repayment of a portion of the Loan the contracting parties agree a change in the Repayment schedule through:

21.2.1. change in the installment amount;

or

21.2.2. change of the loan repayment period.

22. The Borrower provides on his/her accounts the necessary amounts for repayment of the due and payable amounts under the Loan.

22.1. In case of change of the annual interest rate under the loan according to the changes in the reference interest rate applicable as per the respective agreement and as a result a change in the agreed interest terms by mutual consent of the parties by fulfilling the conditions under item 9.4. and item 9.5 the Bank can change the repayment installments under the repayment schedule and notify the customer by e-mail or to the mailing address by sending a loan statement specifying the amount of the changed repayment installments after the applicable interest rate comes into effect after the change.

22.2. Upon change of the annual interest rate arising out of a change in a specific reference interest rate and where the new reference interest rate is announced in public by use of suitable tools and the information for the reference interest rate and its components may be found in the branches of the Bank, the information under art. 22.1. shall be periodically provided to the Borrower.

23. The Borrower/Co-borrowers and the respective third party debtors, co-debtors and guarantors shall submit to the Bank a written consent for automatic collection of its receivables / consent for direct debiting in the meaning of BNB Ordinance No 3 on the Terms and Procedure for Opening Payment Accounts, for Execution of Payment Transactions and Use of Payment Instruments on the grounds of which the Bank unilaterally collects on the maturity date or after it the payable amounts under the loan from each account in national and foreign currency pursuant to the terms and conditions for the maintenance of the respective account. In case the account/s is/are a deposit account/s, the Bank is entitled to breach the deposit term or the deposit itself, notifying of this the account holder beforehand, with all the subsequent consequences in compliance with the terms and conditions of the deposit.

VII. RIGHTS AND OBLIGATIONS OF THE BANK

UniCredit Bulbank AD:

Borrower:

Co-debtor:

Guarantor:

Mortgagor:

Pledger:

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24. While managing the loans the Bank shall:

24.1. According to the information in its accounting records, it shall provide to the Borrower, at any time during the execution of the Agreement, upon a submitted request, a loan statement free of charge in the form of a repayment plan.

24.1.1. If any errors are identified in the data, the Borrower shall notify the Bank immediately. If the Borrower does not dispute the statement data within 14 days from the date of providing it in the manner specified above, s/he confirms his/her consent to it.

24.2. Submit information for the Loan only to the Borrower, the persons authorized by him/her by way of a notary certified power of attorney, to third parity debtors as well as to any authorities and persons, as is stipulated in the law and/or the agreement. The Bank can provide information to its related persons, as well – companies belonging to UniCredit Group as well as to its counterparties for which the Borrower shall give his/her explicit consent by signing the Agreement.

24.3. Any letters sent by the Bank by registered mail with acknowledgment of receipt and any information related to the utilization, use and repayment of the loan, along with the due fees and commissions to the mailing address indicated by the Borrower/ the co-debtors/ guarantors, which return to the Bank because they were not received and/or demanded in that the respective recipient has changed his/her mailing address without notifying the Bank in writing, shall be considered duly submitted as of the date of their sending and shall be enclosed with the credit file of the Clients.

24.4. Shall account for the utilization, use and repayment of the Loan in its books, as per the procedure stipulated in the law.

24.5. Give its explicit consent in the form provisioned by the law for cancellation of the collaterals entered in its favor after the final full repayment of the Loan and upon receipt of a written request by the Borrower. The expenses shall be borne by the Borrower.

25. In case any violation of the effective GTC, the agreement and the collateral agreements is identified to have been committed by the Borrower and/or any of the third party debtors or in case of a drastic change in the circumstances serving as grounds to grant the loan without which the Bank would not have granted the loan, and/or the Bank considers that a Material adverse effect has occurred or may occur, in case that after the bank has sent a written notice within a 10-day period no actions to eliminate the violations and/or inconsistencies are taken the Bank can:

25.1. Temporarily suspend or not approve further utilization of amounts under the Loan;

25.2. Claim early repayment of the loan or part of it as per the terms and conditions and the respective consequences under Section IX; in any case, interests for future periods – performing interests or default interests – shall not be due;

25.3. It shall take actions compliant with the law for the protection of its interests as a Creditor depending on the particular case.

25.4. Deduct each amount due and payable by it in favor of the Borrower, including before its maturity, against any of the payable and overdue receivables of the Bank from the Borrower pursuant to any of his/her Agreements with it considering the Borrower's liability regardless of the currency of the payment, applying the exchange rate of the Bank on the day of the operation.

25.5. The Bank has the right to transfer its receivables at its own discretion (within the meaning of art. 99 and subsequent articles of the Law on Contracts and Obligations against the Borrower and the third party debtors without having to notify the Borrower and the third party debtors in advance.

25.6. The Bank is entitled to claim from the Borrowers who have opted for the full liability under the agreement to provide an additional collateral in the cases in which the market value of the collaterals becomes lower than the amount of the utilized and outstanding loan. If the Borrower refuses to provide the required collateral, the refusal is considered by the Bank as consent to accelerate the loan and the respective interests and commissions due and payable in full and institute enforcement proceedings for their recovery by means of a judicial ruling.

VIII. RIGHTS AND OBLIGATIONS OF THE BORROWER

26. Since the date of submission of the Loan Application until the full repayment of the loan and any other obligations under this Agreement, the Borrower or the respective third party debtors shall:

26.1. Maintain the solvency, creditworthiness and credit risk under the agreement on a level not lower than the existing one and/or the one determined as of the date of loan approval;

26.2. Take due care of the collateral as stipulated in the law so that its market value is not lower than that as of the date of the loan agreement and beheld of equal value to the real debt and receivables of the Bank as of each date of the term of validity of the agreement;

UniCredit Bulbank AD:

Borrower:

Co-debtor:

Guarantor:

Mortgagor:

Pledger:

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26.3. Fulfill their contractual obligations which constitute source of income to service the debt and shall not allow for their termination unless any relations under other contracts arise providing the required income to pay the Bank's receivables;

26.4. The loan shall be used only for the purpose specified in the agreement and repaid according to the repayment schedule and the provisions of the agreement. No amounts of the loan shall be used for the acquisition or subscription (direct or indirect) of shares or bonds convertible into shares from the capital of the Creditor or another bank or company within UniCredit Group or other capital instruments issued by the Creditor or another bank or company within UniCredit Group. For the purposes of these GTC and every agreement "UniCredit Group" means UniCredit S.p.A. and any companies controlled (directly or indirectly) by UniCredit S.p.A., the meaning of "control" being defined in the Credit Institutions Act;

26.5. Ensure the fulfillment of the commitment under Item 15, Section IV and Item 22, Section VI of these GTC.

26.6. Service the debt properly within the specified term and shall not allow for indebtedness which prevents them from fulfilling their contractual obligations, shall not allow for, by any act or omission, any of the circumstances under item 29, 30 and the subsequent ones.

27. The Borrower and/or the respective third party debtors:

27.1. Provide the Bank with accurate and up-to-date information verified by a competent person or body regarding the source of income and its amount, their financial standing, real rights over the collateral, its condition and assessment, including but not limited to: a) existing accounts and loans used by other Banks; b) economic relatedness by signing a declaration on economic relatedness as per a sample of the Bank as well as any documentation for the purposes of the Bank control; c) cost-validating vouchers for the purposeful utilization of the loan; d) maintaining, accounting and keeping of the collateral.

27.2. Shall inform the Bank immediately for:

27.2.1. Any change in the data and the information provided to the Bank.

27.2.2. The initiation of claims, non-contentious proceedings, administrative and other proceedings as well as any sentences or constitutive decisions against the Borrower and the third party debtors in relation to the collateral;

27.2.3. Received letters before action by its Creditors and by the competent bodies in relation to initiated executive procedures as well as precautionary measures under claims, administrative proceedings or executive procedures, including against the collateral and/or such which prevent servicing of the loan.

27.2.4. The occurrence or the expected occurrence of an event or circumstance that has or is expected to have a Material adverse effect.

27.3. Shall pay on time all his/her public liabilities (taxes, fees) and all other liabilities.

27.4. When each contracting party accepts and signs these GTC, constituting an integral part of the agreement, the parties shall give their explicit consent that the Creditor can assign/provide its claims for recovery against them in favour of party debtors designated by the Creditor.

27.5. Credit into his/her/their account with the Bank the required amounts to pay:

27.5.1. the insurance premiums and extend the term of the insurances under which the Bank is a third party-beneficiary;

27.5.2. extend the term of validity of the registration of the loan collaterals before the statutory term;

27.5.3. The Borrower and the respective third party debtors shall provide any necessary documents in the form required by the law until the full recovery of the claims of the Bank under the loan in order to ensure the maintenance, extension, validity and term of the insurances and collaterals, including to perform the required actions, acts, entering on the respective registers, including cadastral schemes, cadastral drawings and any other documents required by the law or by the relevant Registry Office within a term no shorter than 4 months before the expiry of the term of validity of the registration.

28. Until the full payment of the Loan the Borrower and the respective third party debtors shall agree not to transfer the ownership, encumber with burdens, establish any rights in favour of third persons or change the location of any property, subject to the collateralization thereof.

28.1. In addition to the other contractual provisions stipulating compensation for additional costs and payments by the Bank in relation to actions caused by the improper and inadequate execution of the contract by the Borrower, the latter shall refund to the Bank and indemnify it for the additional damages within 3 (three) working days from the request by the Bank, undertaking to pay a default in the amount of each cost and payment made or incurred by the Bank as per the respective cost-validating documents as a result of:

28.1.1. Inaccurate or misleading information provided or confirmed by the Borrower or on behalf of a liable person obliged to provide it;

UniCredit Bulbank AD:

Borrower:

Co-debtor:

Guarantor:

Mortgagor:

Pledger:

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28.2. Investigation, lawsuit or proceedings of any type in relation to the Borrower or a liable person under the loan agreement and/or the income for servicing it and/or the existence, validity of the collateral and the first ranking of the rights of the Bank over it.

28.3. The Borrower and the third party debtors under the conditions of joint liability shall cover and pay at their own expense and indemnify the Bank for all amounts it has paid in relation to taxes, fees, costs, expertise, lawyer's fees and other administrative costs payable and incurred in relation to the conclusion, signing, notary certification, registration of the collateral in the respective registers and assessment.

28.4. The Borrower and the third party debtors shall be jointly responsible and pay immediately to the Bank any costs in relation to enforcement actions or protection of the rights of the Bank as a result of failure to meet the contractual obligations under the loan agreement and collateral agreements.

28.5. The Borrower and the relevant Third Party Debtors declare that they are familiar with the obligation of the Bank to comply with the laws and regulations related to applying economic and financial sanctions or a trade embargo, or any other restrictive financial and economic measures adopted or imposed by the United Nations, the European Union, the United States, the United Kingdom of Great Britain and Northern Ireland, the Republic of Italy, the Federal Republic of Germany and/or governments, institutions or agencies (hereinafter referred as "the sanctions"), and with regard to the above, they declare that: (A) the Borrower and the rest of the Parties to the Loan Agreement, as far as they are aware, currently are not subject to sanctions, they are not sanctioned persons or persons in breach of the sanctions; (B) the loan and/or proceeds related to it will not be used or lent, directly or indirectly, in any way whatsoever, personally or in association with a third party: (a) for financing any prohibited activity or an activity of a person or with any person, or in any country or territory that at the time of such financing is a sanctioned person or a sanctioned party, (b) or in any other way that could result in a violation against the sanctions by any person. Having regard to the above: (i) "Sanctions" shall mean all laws, regulations, restrictive measures for compliance with economic, financial or commercial sanctions or other sanctions that are introduced, applied, imposed, enforced or publicly announced by the above listed organizations, countries and/or governments, institutions or agencies; (ii) "Sanctioned country" shall mean every country or territory, which is subject to, or its governance is subject to sanctions applicable for the entire country or territory; (iii) "Sanctioned person" shall mean: (a) any person included in the list related to the sanctions against particular persons, which is maintained by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, the U.S. Department of State, or the United Nations Security Council, the European Union or any EU member state, (b) any person operating, registered or residing in a sanctioned country or (c) any person that is owned or controlled by such person or persons, as described in the preceding clauses (a) or (b) of sub-item iii.

28.5.1. The circumstances represented under the preceding paragraph shall be considered to be true, corresponding to the objective reality, valid and restated as at any time during the validity term of the Loan Agreement, and in case of any changes, the Borrower and the relevant Third Party Debtors shall immediately notify the Bank.

IX. ACCELERATION AND ENFORCEMENT

29. The loan can be accelerated partially or fully pursuant to these GTC and the provisions stipulated in the law, including in case of default of any of the due loan installments (annuity, for the principal, for the performing and default interests, fees, commissions).

29.1. The Bank accelerates a partial amount or the full amount of the receivables under the loan and notifies the Borrower that it proceeds to enforced recovery of its claims accordance with the procedures of the agreement and the provisions stipulated in the law by sending it to mailing address specified in the loan application or loan agreement and the annexes thereto.

29.2. In case the claims of the Bank are accelerated partially or fully, the Bank's liability to provide unutilized amounts under the loan shall be repaid, as the Bank undertakes to recover its claims immediately, including by obtaining an order for immediate enforcement and a writ of execution as per an excerpt from its Books.

29.3. As far as loans with limited liability are concerned, the Bank shall undertake to recover its claims by enforcement of the property provided as collateral pursuant to art. 24, paragraph 2, item 1 of the Law on the Real Estate Lending to Consumers and the whole property of the Borrower and/or third party debtors as for the loans under art. 24, paragraph 2, item 2 of the Law on the Real Estate Lending to Consumers respectively.

30. The Bank accelerates a partial or the full loan amount and proceeds to enforced recovery of its claims under the loan upon occurrence of any of the following reasons each of which independently constitutes a serious breach of the Borrower's contractual obligations, and more specifically:

UniCredit Bulbank AD:

Borrower:

Co-debtor:

Guarantor:

Mortgagor:

Pledger:

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30.1. The occurrence of any of the following events shall be considered as a serious breach giving grounds and right to the Bank to accelerate the loan and make it due and payable ("Non-performance"):

30.1.1. A payment delayed with more than 31 days, as from the date of maturity under the Agreement and/or the Repayment Schedule, by the Borrower of an installment in the full agreed amount.

30.1.2. Identifying false, inaccurate or incomplete information, data, confirmations, declarations, guarantees, certificates or other documents provided by the Borrower/Collateral Provider to the Creditor upon the conclusion and/or fulfillment of this agreement and/or the collateral agreements in significant deviation with respect to the employer, the income and the liabilities, the property, the marital status and the family members. For avoidance of doubt, significant shall be any deviation exceeding 25% with regard to the declared income and property and 50% with regard to the declared liabilities. Deviations resulting from technical mistakes and omissions which are not the fault of the Borrower shall not have such character.

30.1.3. Withholding the consent for automatic collection or direct debit or breach of the obligations to give consent for direct debit on bank accounts, including such opened after the date of the agreement and/or breach of the obligation to seek and obtain consent by the Bank to perform the actions, acts and transactions which require to do so.

30.1.4. In case for any reason any of the collateral/insurance policy agreements in favour of the Creditor no longer grants a valid right of the Bank vis-à-vis third parties and is sellable collateral in favour of the Bank, or if the market value of the collateral drops and after receiving a notice the Borrower under a full liability agreement fails to provide an additional collateral within the term specified by the Bank.

30.1.5. Breach by the Borrower and/or third party debtors in their capacity as owners of property, subject of collateral under the agreement of their obligation to maintain the market value of the collateral provided in favour of the Bank in the amount and as of the agreement date, to protect its integrity, keep and take care of it, not to change the collateral ownership and not to establish real rights on it in favour of persons other than the Bank, to comply with any of the contractual obligations under the collateral agreements and take due care with a view to protecting the interests of the Bank as a secured Creditor.

30.1.6. Any breach of the Borrower's commitment under Item 15, Section IV and any of the obligations to provide the required/additional collateral and any of the obligations to provide an insurance coverage in favour of the Bank on the basis of insurance policies in its favour pursuant to the provisions of Section V from these GTC.

30.1.7. Breach of any of the obligations under the loan agreement, collateral agreements and these GTC.

30.1.8. The occurrence of an event or circumstance where the Bank considers that it has or may have a Material adverse effect.

30.2. Apart from the cases stipulated in the law and the agreement, the Bank can accelerate its claims under the agreement when the Borrower does not repay other loans to the Bank due to a deteriorated financial condition, which rules out the possibility to repay the loan or leads to a decrease in the liquid value of the collateral by 15% compared to that on the date of the agreement

31. The Bank recovers its claims by exercising its right to automatic recovery of claims pursuant to Item 23 hereof, by offsetting its due claims by the available funds on the accounts of the Borrower and third party debtors with which the Borrower and third party debtors agrees by accepting these GTC.

32. The Bank proceeds to enforced recovery of its claims without court intervention in accordance with legal procedures in terms of the type of collateral or shall proceed to legal satisfaction of its claims and shall obtain a writ of execution against the Borrower and/or the third party debtors.

33. As far as full liability agreements are concerned, the Bank shall satisfy itself from the selling price of the collateral pursuant to the provisions of the Code of Civil Procedure or paid by the buyer approved by the Bank under the purchase contract with the Borrower agreed with the Bank in advance and certified by a notary.

X. GENERAL PROVISIONS

34. In case of any discrepancy between the provisions of these General Terms and Conditions and the Loan Agreement and/or the collateral agreement, the provisions of the respective agreement shall prevail.

35. In case of any discrepancy between the provisions of the current GTC and the imperative legal order, the effective legislation shall apply.

36. The terms used in this Agreement shall have the same meaning in these GTC.

UniCredit Bulbank AD:

Borrower:

Co-debtor:

Guarantor:

Mortgagor:

Pledger:

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These GTC were drawn up on the grounds of art. 298 of the Commercial Act and art. 58 of the Law on the Lending Institutions and were approved by a decision of the Management Board of UniCredit Bulbank AD under Minutes No. 9 from 27th February 2020, entering into force as of March 05th 2020.

The undersigned (full name as on the identity document) with Personal Number, in my capacity as (Borrower, Co-debtor, Guarantor, Mortgagor, Pledger), I hereby declare that I am familiar with the content of these General Terms and Conditions, copy of which I have received simultaneously with the Loan Agreement.

Signature:

The undersigned (full name as on the identity document) with Personal Number, in my capacity as (Borrower, Co-debtor, Guarantor, Mortgagor, Pledger), I hereby declare that I am familiar with the content of these General Terms and Conditions, copy of which I have received simultaneously with the Loan Agreement.

Signature:

The undersigned (full name as on the identity document) with Personal Number, in my capacity as (Borrower, Co-debtor, Guarantor, Mortgagor, Pledger), I hereby declare that I am familiar with the content of these General Terms and Conditions, copy of which I have received simultaneously with the Loan Agreement.

Signature: |

UniCredit Bulbank AD:

Borrower:

Co-debtor:

Guarantor:

Mortgagor:

Pledger:

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