

YAPI KREDİ FAKTORİNG A.Ş.

ARTICLES OF ASSOCIATION

Article 1: ESTABLISHMENT

A joint-stock company has been established by and between the founders whose names, nationalities, and domiciles are listed below in accordance with the provisions of the Turkish Commercial Code on the instantaneous formation of joint-stock companies.

Article 2: FOUNDERS

1. Koçbank Anonim Şirketi
Barbaros Bulvarı, Morbasan Sok., 80700, Beşiktaş, İstanbul
2. Koç Finansal Kiralama Anonim Şirketi
Barbaros Bulvarı, Morbasan Sok., Koza İş Merkezi, 80700, Beşiktaş, İstanbul
3. Mr. Tevfik Altınok
Noter Sokak, No: 2/9, Bektaş Apt., Şaşkınbakkal, İstanbul
4. Mr. Rasih Engin Akçakoca
Alkent Fulya 4, Daire: 20: 80630, Etiler, İstanbul
5. Mr. İbrahim Selami Çolak
Levazım Mahallesi, Aydın Sitesi, B2 Blok, Kat 2, Daire 7, 80600, 1. Levent, İstanbul

Article 3: TITLE OF THE COMPANY

Title of the Company is “YAPI KREDİ FAKTORİNG ANONİM ŞİRKETİ – YAPI KREDİ FACTORING INC.”

It shall hereinafter be referred to as the “Company.”

Article 4: PURPOSE AND FIELD OF ACTIVITY

The purpose of establishment and field of activity of the Company relate to carrying out factoring services, acquisition, and collection of receivables that have been arisen or shall arise out of the sales made by the business organizations that are involved in domestic and foreign goods sales or service supply activities, providing financial facilities by making cash payments for these receivables, and conducting any type of consultancy and organizations services in connection with the field of activity, provided that the Company abides by the provisions of Banking Regulation and Supervision Agency, the Law numbered 6361 on Financial Leasing, Factoring and Financing Companies, and the relevant legislation, and refrains from rendering such services that should exclusively be performed by certain organizations (banks, insurance companies, leasing companies, etc.)

For this purpose, the Company shall be entitled to engage in below-referred activities provided they relate to its main field of activity and comply with the terms of the factoring legislation in force.

- a)** Appropriation of domestic and foreign monetary claims on a revocable or irrevocable basis and furnishing factoring services on the basis of the appropriated claims, and conducting factoring services;
- b)** Furnishing a warranty service for the claims that have been appropriated or taken over, provision of funds, supply of prepayment (financing) setting up such organizations required for the collection, and providing collection services;
- c)** Maintaining receivable accounts and records, follow-up of the collection, and rendering other relevant services in connection with these claims;
- d)** Defining and developing financial service products regarding the factoring transactions for the purpose of meeting the financial needs of the company's customers that carry out commercial activities;
- e)** In order to improve the company's purposes of establishment, developing new products and market facilities and carrying out such activities reasonably and actively in commercial terms and with the total support and participation of the Board of Directors;
- f)** Acquisition of any type of real estate, including maritime vessels, that relate to its purpose and field of activity, or that facilitate the same and disposal thereof from all legal aspects, borrowing any monies and obtaining loans on mortgages or in return for another security or without security, establishing or lifting liens, putting pledges over a commercial enterprise, furnishing warranties and establishing liens or warrants in favor third persons, provided that they are of a surety or Letter of Guarantee nature (Board of Directors' resolution is required for carrying out the activities delineated in this paragraph "f");
- g)** Conducting the activities of marketing, economic organization, feasibility study, and public introduction with regard to the aforesaid transactions;
- h)** Entering into service contracts with domestic – foreign technical and expert persons and groups required for the facilities to be established, obtaining their work permits, and transfer of their wages abroad;
- i)** Entering into corresponding relations with such institutions that have already been established or shall be established abroad and rendering factoring services, acting as a domestic or abroad broker agent for these companies, affiliating to national or international unions and associations acting in the said line of business;
- j)** Entering into any type of legal contracts or agreements regarding its field of activity;

- k)** Carrying out any type of domestic or abroad training activities regarding its field of activity, cooperating with the relevant institutions, participating in their activities, and sending the personnel to seminars and workshops;
- l)** Making use of any technologies and rationalization measures in order to achieve the field of activity and cooperating with real persons and legal entities, which are subject to public law and private law and which carry out activities in this context;
- m)** Acquisition or disposition of share certificates, commercial bills, bonds, debentures, and similar negotiable instruments issued by private or public legal entities, issuance of negotiable instruments and securities within the framework of the Turkish Commercial Code, Capital Markets Law, and Regulations on the Establishment and Operating Rules of Leasing, Factoring, and Financing Companies, and borrowing any monies from international markets, provided that these assist in the Company's purpose and field of activity, but do not constitute brokerage operations;
- n)** In order to perform the Purposes relevant to its field of activity and the purposes the Company may purchase, sell, cause construction, manufacturing, and erection thereof, or exercise any other dispositions and create any rights in kind or in personam over the same, lease out, operate its leased or acquired rights and properties, let, sell or create and cancel any rights over the same in favor of any third parties;
- o)** Acquisition, registration in favor of the Company, owning transferring, or placing as a collateral guarantee any patent rights, licenses and concessions, know-how, brands, trade names, company names, and any other analogous intellectual property rights, or enter into any license agreements relevant to the same;
- p)** The Company shall be entitled to perform any of the aforesaid activities either in person or through any local or foreign real persons or legal entities, provided that any other provisions of this Articles of Association are duly reserved. If the Company deems proper and advisable it may establish ordinary partnerships, trade companies, or other joint-stock entities or for the same purpose, wholly or partially take over such ordinary partnerships or other entities, and purchase or transfer and assign the shares of any ordinary partnerships or companies established for the aforesaid purposes.
- q)** The Company may give donations or aids to any foundation, societies, associations or academies which are established for social and welfare purposes.
- r)** The Company shall be entitled to perform any disposition relating to its immovable properties at any land registries, including without limitation registration, annotation, class correction, subdivision, amalgamation, division, parceling, renunciation, or granting of such immovable properties; it may cause renunciation of such properties for road or green-field sites; or transfer, waive or grant the same on free of charge basis.

- s) The Company shall be entitled to purchase and sell, lease, and rent any land, sea, and air transportation vehicles. Including any mortgages, liens, or hypothec, it may create, enforce and redeem any rights in kind or in personam over same either in favor of the Company or any third parties.
- t) The Company may take part in any tenders either within the country or abroad either solely or through establishing partnerships with others.

For amendment of this Articles of Association, the provisions relating to amendments on Articles of Associations as stipulated under the provisions of Law no 6361 and the relevant regulations applicable thereof, shall be applied.

Article 5: HEADQUARTERS AND BRANCH OFFICES

The Company is headquartered in Büyükdere Caddesi Yapı Kredi Plaza A Blok Kat. 14 Levent, Istanbul. In case of address changes, the new address shall be registered in Trade Registry and promulgated in the Turkish Trade Registration Gazette. Any notices served to the registered and announced address shall be deemed as having been made and served to the Company itself. Any failure to register the new address within the legally allowed period notwithstanding having departed from the registered and promulgated address shall constitute the cause for cancellation of the Company. In case the Company establishes any branch offices, it shall be obliged to cause registration of the same at the trade registry and cause its announcement through the Turkish Trade Registration Gazette.

Article 6: VALIDITY TERM OF THE COMPANY

The Company has been established for an indefinite period and shall be terminated in accordance with the decision to be adopted by the general assembly of the Company in accordance with provisions of the Turkish Commercial Code.

Article 7: CAPITAL

The principal capital of the Company is TRY 130.000.000. This capital amount is divided into 130.000.000 shares, each bearing a par value of TRY 1 (one Turkish Lira).

The total of the principal capital of the Company amounting to TRY 31,916,695 was covered by and paid by the Turkish Shareholders without any disputes.

The sum of this capital increase amounting to TRY 98.083.305, the sum of TRY 97.223.256,20 was covered by the transfer from the non-distributable reserves, and the sum of TRY 860.048.80 from the extraordinary reserves, to the capital.

The dates of payment of capital undertakings by the Shareholder shall be determined in accordance with the decisions to be adopted by the Board of Directors. Nevertheless, the Board shall be entitled to call the Shareholders to pay their commitments before the dates so determined. The Shareholders failing to pay their capital undertakings on a timely basis shall be subject to the highest amount of default interests as foreseen by the relevant legislation. In addition, in case of failure

to timely pay the called installment, the Board of Directors shall be entitled to impose all other measures stipulated under the Turkish Commercial Code. In case any of the Shareholders waive exercising their first option rights, the shares not taken by such Shareholders shall be offered to the other Shareholders pro rata their shareholding rights held in the Company. Provided all other stipulations of this Articles of Association are duly reserved, the Board of Directors shall be entitled to adopt decisions with respect to the first option rights which are waived by any Shareholder.

The shares of the Company are registered shares. Transfer of any shares which amount has not been paid in full, or paid but for which share certificates have not been issued shall be made with a written statement of transfer. The Company shall be entitled to issue coupons consisting of and representing multiple shares. New shares cannot be issued before the share capital of the Company is paid and discharged in full.

Article 8: ISSUANCE OF BONDS AND OTHER SECURITIES

The Company shall be entitled to issue any and all types of bonds, liquid bonds, convertible bonds, liquid gold, silver and platinum bonds, financial bills, participation dividend certificates, Profit and Loss Sharing Certificates, and any other securities and Capital Market Instruments which are classified and accepted as capital market instruments by the Capital Markets Board in full compliance with the Turkish Commercial Code, Capital Markets Law and any the relevant legislation applicable thereof. The Shareholder general assembly shall be entitled to determine all matters relating to the maximum amounts of issue, types to be issued, maturities, interest rates, other terms, and authorization of the Company management relevant to the issue.

For the new issues, the regulations stipulated under the Capital Markets Law and any other relevant legislation shall be observed.

ARTICLE 9: TRANSFER OF SHARES AND ESTABLISHMENT OF USUFRUCT RIGHT OVER THE SHARES

With respect to any relationships with the Company, only those registered in the share ledger of the Company shall be accepted as a Shareholder or usufruct right holder over a share.

With respect to acquisition and transfer of shares, the provisions of Law no 6361 and the relevant regulations regarding acquisition and transfer of shares shall apply.

Provided the relevant provisions of the Banking Regulation and Supervision Agency as aforesaid are duly reserved, the registered shares and the first option rights associated to such shares shall be transferred only upon obtaining approval of the Company. In this respect, the Company shall be entitled to refuse giving its approval for transfer of shares and establishment of usufruct rights by propounding any of the below listed significant grounds ("**Significant Ground**").

- a) In order to ensure that the Company remains within the framework of Koç group; attempts by any third parties which are not associated to Koç Group to acquire shares or usufruct rights;

- b) Any demand to own shares by any other corporations or establishments which are competing with the Company (“**Competitor**”), the proprietors, operators or partners or such Competitors (including the private or venture capital funds and their stakeholders), or any persons, irrespective of their capacities, acting as executives or employees of the aforesaid, or spouses, descendants, and ancestors of such persons, or any firms which are directly or indirectly owned or controlled by these persons;
- c) In line with the aim of protecting the economic independence of the Company, the shares which value amounting to or exceeding 10% of the equity capital of the Company are attempted to be directly or indirectly acquired either by a person or several persons acting together.

(i) Nevertheless, in case the shareholder seeking to transfer his/her shares (“**Transferor**”) offer the shares subject to transfer (“**Offered Shares**”) to the other shareholders (“**Offered Shareholders**”) holding first option rights, over the price of purchase offer and other conditions which are compatible with the prevailing market conditions (“**Transfer Price and Conditions**”) made by the potential buyer (“**Potential Buyer**”) who desires to buy the offered shares, on the following terms and conditions pro rata to their shareholding rights held in the Company, the Transferor shall be entitled to freely transfer the Offered Shares to the Potential Buyer over the Transfer Price and Conditions without being obliged to observe the aforesaid restrictions. In such a case, The Transferor shall grant 30 (thirty) days respite to the Offered Shareholders to buy the Offered Shares and in case all the Offered shares are not purchased by the Offered Shareholders within the designated period the Transferor shall be entitled to freely transfer the Offered Shares to the Potential Buyer over the Transfer Price and Conditions upon completion of the procedure as foreseen in the below Article 9(ii), and the transfer shall be registered in the shares ledger. In case several Offered Shareholders intend to buy the Offered Shares, such Offered Shareholders intending to buy the Offered Shares shall be entitled to purchase the Offered Shares pro rata their individual percentage of Company shares in comparison to the total number of shares owned by the other Offered Shareholders intending to buy the offered Shares. If only one of the Offered Shareholder intends to buy the Offered Shares, only the whole of the offered Shares shall have to be sold to the said Offered Shareholder.

In case the Transferor does not offer the Offered Shares to the Offered Shareholders as stipulated above, then the Company shall be entitled to refuse giving its approval for transfer of shares by propounding any of the aforesaid Significant Grounds.

(ii) In addition to the procedure as foreseen in above Article 9(i) (even if the procedure cited in the subject article is applied) the Company shall, in any case, be entitled to purchase the Offered Shares over their fair value on the date of application either on his/her own behalf or on behalf of any other Shareholder or any third parties. In this respect, the Company shall serve notices and grant 20 (twenty) days respite (“**Notice Period**”) to the other Shareholder (“**Notified Shareholders**”) to declare their intentions to purchase the Offered Shares over their fair value effective or the date of application. In case the Notified Shareholders declare their intention to purchase all Offered Shares within the Notice Period, then the Company shall purchase the Offered Shares from the Transferor over their fair value on the date of

application to the Company on behalf of the Notified Shareholders. In such case, each of the Notified Shareholders which intend to buy the Offered Shares shall be entitled to purchase the Offered Shares pro rata their individual percentage of Company shares in comparison to the total number of shares owned by the other Notified Shareholders intending to buy the offered Shares. If only one of the Notified Shareholder intends to buy the Offered Shares, the Company shall only buy the whole of offered Shares in favor of the Notified Shareholder.

In case the Notified Shareholders do not place their requests to buy the Offered Shares within the Notice Period or buy only a part thereof, then the Company shall, within maximum of 15 (fifteen) days after the end of Notice Period, (a) in case the Offered Shares are not demanded by any of the Notified Shareholders shall buy the whole of the Offered Shares, or (b) in case only a portion of the Offered Shares are demanded by any of the Notified Shareholders shall buy the entire portion of the Offered Shares which are not demanded by the Notified Shareholders over their fair value on the date of application according to its disposition, either on behalf of the Company or any third parties of its choice, otherwise, the Transferor shall be entitled to freely transfer the Offered Shares to the Potential Buyer over the Transfer Price and Conditions and the transfer transaction shall be recorded in the shares ledger. For the avoidance of doubt it should be stated that, in order for the Company to buy the Offered Shares over their fair value and avoid giving its consent for the Transferor to transfer the Offered Shares to the Potential Buyer, all of Offered Shares have to be bought by the Company either on its own account, the Notified Shareholders or for the account of any third parties as per dictates in this Article 9(ii).

(iii) The Board of Directors or members selected to the board among the candidates shown by the Transferor or anyone who is related to the Transferor in anyway shall not take part in any decisions or transactions conducted pursuant to the procedure laid down in above Article 9(i) and (ii) or in establishing a quorum of any meetings or decisions. In such case, decisions shall be made with affirmative vote of the absolute majority of the other members of the Board of Directors who shall be counted for establishing a quorum of meetings and decisions.

Furthermore, in case the transferee does not clearly declare having purchased the shares in its own name and account the Company shall be entitled to reject the registration of the transfer into the shares ledger.

If the shares have been acquired as a result of inheritance, distribution of an estate, provisions of equitable distribution between spouses, or as per enforcement of court decisions, the Company shall be entitled to refuse giving consent to such person if the Company offers him/her to purchase the subject shares over their fair value.

Pursuant to dictates of this Article, the "Fair Value" of the Offered Shares shall be determined by the Company on the date of application to the Company. In case the transferor objects to the fair value so determined by the Company, the fair value shall be determined by either of independent audit firms, consultancy companies rendering services as associated to such firms, which have membership arrangements with any foreign entities under license, know-how or similar agreements, brokers holding both public offering authorization certificate and investment consultancy certificates or the

banks not accepting deposits, that are not directly or indirectly associated with the Transferor and Company with respect to capital or management.

The regulations set forth in this Article 9 for restriction of share transfer shall be applied by analogy with respect to a transfer of usufruct rights by a shareholder.

Article 10: RECEIVING ITS OWN SHARES A PLEDGE OR TAKING OVER BY THE COMPANY

Provided affirmative opinion of the Banking Regulation and Supervision Agency is obtained the Company shall be entitled to receive its own shares as a pledge with onerous contracts and/or acquire its own shares as per dictates of the Turkish Commercial Code or the relevant legislation.

In case the Company demands to acquire its own shares, the Board of Directors shall, for a 5 years period between the years of 2021-2025 (both inclusive), be entitled to cause the performance of all transactions for acceptance and/or acquisition by the Company of its shares as a pledge against payment between minimum 90% and maximum 105% of the price to be determined by either of independent audit firms, consultancy companies rendering services as associated to such firms, which have membership arrangements with any foreign entities under license, know-how or similar agreements, the brokers holding both public offering authorization certificate and investment consultancy certificates or the banks not accepting deposits, that are not directly or indirectly associated with the Transferor and Company with respect to capital or management.

Upon termination of the aforesaid five years period the Shareholders General Assembly shall be entitled to authorize the Board of Directors to ensure the Company to receive the Company shares as a pledge or acquire as per rates specified in the law, by designating the total nominal value, par value, the number of shares and the lower and upper limits of the total amount payable for these shares, which may be received or acquired for a period of maximum five years.

Nevertheless, after deduction of the amounts of the shares to be acquired by the Company as per dictates of this Article, the remaining net assets of the Company shall have been equal to at least the amount of issued capital plus the reserve funds which is not permitted for distribution as per the law and under the terms of Articles of Association. Furthermore, the Company shall be entitled to acquire only the totally paid up Company shares.

Article 11: BOARD OF DIRECTORS, SELECTION OF THE MEMBERS AND BOARD DECISIONS

Save for the nontransferable powers of the Shareholders General Assembly as per provisions of Article 408 of the Turkish Commercial Code, all business transactions and management of the Company shall be conducted and performed by a Board of Directors which consists of 3 (three) members.

Members of Board of Directors shall be appointed for the tenure of one year. A member of the Board of Directors whose terms of office is lapsed may be reelected.

Shareholders General Assembly is authorized to determine the number and qualifications of the members of the Board of Directors, and the particulars about their election. The Shareholders General Assembly is entitled to decide for replacement of the Members of the Board of Directors any time it deems necessary and advisable.

Where a member position in the Board of Directors becomes vacant for any reason, the remaining members shall temporarily elect a person qualified to meet the legal conditions, and table the said election to the first General Assembly meeting for due approval.

The quorum for the Board meetings and adopting decisions shall be established by approval of the absolute majority of the full number of all members of the Board.

Unless any member of the Board of Directors requests the Board to convene to adopt a decision the Board of Directors shall also be entitled to adopt decisions by obtaining written approval of the other members for a motion made by a board member. Such decisions shall be made with the written approval of the absolute majority of all Board Members. The same motion having been made to all members of the Board shall be the condition of validity for adopting decisions in this manner. It is not absolutely necessary to have the approvals written on the same paper; however, for ensuring the validity of a decision the signed approval papers shall be required to be attached to the decisions book of the Board of Directors, or transformed into a written decision incorporating the signatures of the affirmative votes and entered into the decisions book.

ARTICLE 12: ASSIGNMENT OF DUTIES AMONG THE BOARD OF DIRECTORS

Unless a Chairman/Chairwoman of the Board of Directors is elected by the Shareholder General Assembly, a Chairman/Chairwoman and an Assistant Chairman/Chairwoman to act as a delegate in case of absence of the Chairman/Chairwoman shall be appointed by the Board of Directors. The Assistant Chairman/Chairwoman shall also be authorized with respect to an invitation to a meeting and any actions to be taken relating to information demands by the board members as granted to the Chairman/Chairwoman by the Turkish Commercial Code.

The Board of Directors shall be specifically authorized to lodge any legal actions, arbitration proceedings, administrative and judicial proceedings, conduct an amicable settlement and waiver proceedings, make a plea for an order for stay of execution, cease and desist of bankruptcy, bankruptcy and concordat proceedings, offer grants and aids, exchange transaction undertakings, give guarantees, conduct any transactions for assignment, transfer or establishment of mortgages over any immovable properties for the name and in favor of the Company. And if deemed necessary, the Board shall also appoint others to conduct and consummate these actions, proceedings, and transactions.

The Board of Directors shall be entitled to delegate the representative powers of the Company to one or several members of the Board of Directors or other nonmembers (delegate members) either as a whole or in part in accordance with the Company bylaws it shall issue as per dictates of the Turkish Commercial Code Article 367. With

the Company bylaws the Board of Directors shall designate the powers and responsibilities of such delegate members and may transfer all of the powers and responsibilities bestowed and given to the Board of Directors to the relevant persons under the conditions, provisions, and limitations to be determined by the Board of Directors, and where it deems necessary, change and amend or retrieve these authorities in part or as a whole. Provisions of Article 375 of the Turkish Commercial Code shall be reserved.

As per provisions of Article 370 of the Turkish Commercial Code the Board of Directors shall be entitled to transfer its managerial powers to one or several shareholders, members of the Board of Directors, or any other persons who are not necessarily required to be the Board members. In this case, however, at least one member of the Board of Directors shall legally be required to have representative powers. Unless a special resolution is made by the Board of Directors to that effect, any two members of the Board of Directors shall be entitled to represent and bind the Company with their joint signatures to be placed under the title of the Company appearing on any documents.

The Board of Directors shall be authorized to distribute management and representation duties as aforesaid. The Board of Directors may set up such committees or subcommittees, which have advisory, coordination, and similar nature and which are made up of its members and/or nonmembers for the subjects to be determined by it. Meeting organization, working, and reporting principles for the chairman/chairwoman and members of the committees shall be determined, regulated, and modified by the Board of Directors.

Article 13: FEES PAYABLE TO THE BOARD OF DIRECTORS AND COMMITTEE MEMBERS

As per relevant provisions of the Turkish Commercial Code, attendance fee, wage, honorarium, bonus or premium can be payable to the members of the Board of Directors or any committee members mentioned in Article 12 in exchange for the services the board or committee members shall provide both for board membership and committee membership to the Company. Shareholders General Assembly shall designate the attendance fees, mode, and amount of payment to be made to the members of the Board of Directors and the Delegate Members for their board membership services, and accordingly, the Board of Directors shall determine the mode and amount of payment to any committee members for their committee membership services as per the relevant legislation.

Article 14: AUDIT

The Company shall be subject to audit pursuant to manner and conditions as foreseen in the Turkish Commercial Code and the relevant legislation.

As per provisions of the Turkish Commercial Code Article 366, in addition to the appointment of independent auditors, the Board of Directors shall also be entitled to establish an audit system for internal audit purposes which shall report to the board.

Article 15: GENERAL ASSEMBLY

The below-referred principles shall be applied in General Assembly meetings.

a) Convocation: The General Assembly shall hold either ordinary or extraordinary meetings. Invitation to these meetings shall be made in line with the provisions of the Turkish Commercial Code.

b) Meeting Time: Ordinary General Assembly meetings shall be held at least once a year within three months following the end of the Company's accounting period. During this meeting, the items on the meeting agenda shall be deliberated upon, and the relevant decisions shall be made accordingly.

Extraordinary General Assembly meetings shall be held under such circumstances and at such times as required by the Company's business affairs and decisions shall be made as per the provisions of the Turkish Commercial Code, and this Articles of Association.

c) Voting Right: In the Ordinary and Extraordinary General Assembly meetings, the attending shareholders shall exercise their voting right in proportion to the nominal value of all shares. Open voting by show of hands shall be exercised in General Assembly meetings. However, upon demand by the Shareholders holding at least ten percent of the shares represented at the meeting a poll shall be taken.

d) Representation by Proxy: In the General Assembly meetings, shareholders can appear personally or can be represented by other shareholders or proxies to be appointed by them among the third parties. In addition to the right to vote for their own shares held in the Company, the Shareholder proxies shall also be authorized to vote for the shares of the Shareholder they represent. Proxy authorization certificate to be given for this purpose shall have to be prepared in due writing.

e) Meeting Venue: Meeting venue of the General Assembly shall be the Company's headquarters or any suitable place in Ankara, İstanbul, or İzmir.

f) Attendees to the Meeting: At least one member of the Board of Directors or delegate members, one auditor (if any), at least one of the authorized persons with the responsibility to prepare financial statements, and at least one authorized person competent on the subjects that involve specific explanations shall attend the General Assembly meeting.

g) Chairmanship: A Chairman of the chairmanship council authorized to preside over the discussions at the General Assembly meeting shall be appointed among the Shareholders, a (1) scrutineer entitled to collect votes, and a secretary for preparing the minutes shall be appointed either among the Shareholders or third parties.

h) Meeting and Quorum: The quorum for holding a meeting and taking a decision of the Company's General Assembly Meetings shall be the absolute majority of the capital held, provided that the intensified quorum rules as prescribed under the provisions of the Turkish Commercial Code are duly reserved.

i) Company Bylaws: The Board of Directors shall draw up and present to the General Assembly for approval of the Company bylaws relating to functioning rules, terms, and principles of the General Assembly in full compliance with the relevant provisions of the Turkish Commercial Code, any regulations or communiqués enacted as per this code. The Company bylaws approved by the General Assembly shall be registered at the relevant trade registry and announced accordingly.

Article 16: ANNOUNCEMENTS

All announcements relating to the Company shall be made by posting through the internet site (if any) of the Company and published on the Turkish Trade Registration Gazette. Other matters which are legally required to be announced by the Company shall be announced in accordance with the provisions of the Turkish Commercial Code, any regulations or communiqués enacted as per this code.

Article 17: FISCAL TERM

The Company's fiscal term starts on the 1st day of January and ends on the 31st day of December the same year.

Article 18: DETERMINING AND DISTRIBUTING THE PROFIT

Over the amount so calculated after deducting the past period losses (if any) in the balance sheet, from the net profit for the period marked the Financial Statements prepared by the Company as per the dictates of the Turkish Commercial Code ;

- a)** Legal reserves shall be set aside by 5% until the total legal reserves reach 20% of the paid-up capital of the Company as per Article 519 of the Turkish Commercial Code ;
- b)** First Dividend at 5% rate of the paid-up capital shall be set aside for distribution to the shareholders as per Article 519 Second Paragraph, Subparagraph (c) of the Turkish Commercial Code ;
- c)** The balance remaining shall be allotted as per the resolution of the General Assembly or set aside to be added to past period profit as extraordinary general reserves;
- d)** After payment of five percent dividends to the Shareholders as per Article 519 Second Paragraph, Subparagraph (c) of the Turkish Commercial Code ; ten percent of the amount distributable to the parties entitled to profit share, shall be set aside as the general legal reserves. In case the profit share and/or the undistributed profit in the balance sheet are distributed as share certificates by way of a capital increase, general legal reserves shall not be set aside.

In case the total amount of the legal reserves exceeds half of the principal capital of the Company, the General Assembly freely adopts a decision relating to the use of the legal reserves which exceed half of the principal capital.

Article 19: PARTICIPATION TO DIVIDENDS AND LIQUIDATION

Irrespective the ratio of payment they have made to the Company for shares on the capital, the Shareholder shall be entitled to participate in dividend distribution and liquidation closure share in proportion to their shares held in the Company. Nevertheless, the Shareholder who has fallen into default in paying the capital contribution share shall be entitled to dividends allotted to such shareholder in proportion to his/her payments hitherto made in comparison to the amount required to be paid as of such date.

Article 20: ADVANCE PAYMENT ON DIVIDEND

The General Assembly shall be entitled to distribute advance payment on dividends to the Shareholders as per provisions of Article 509 of the Turkish Commercial Code and the dictates of relevant legislation.

Article 21: FOUNDATION FOR THE COMPANY PERSONNEL

The Company shall be entitled to establish foundations for its officers, employees, and servants as prescribed under provisions of Article 522 of the Turkish Commercial Code, as well as take part in other foundations established within this framework.

Article 22: STATUTORY PROVISIONS

For any matters which are not covered under this Articles of Association, the provisions of Turkish Commercial Code, the Law numbered 6361 on Financial Leasing, Factoring and Financing Companies, and the relevant legislation shall be implemented.