

ALLIANZ YAŞAM VE EMEKLİLİK A.Ş.
ARTICLES OF INCORPORATION

ARTICLE 1- INCORPORATION

A joint stock company has been incorporated pursuant to the relevant provisions of Turkish Trade Act by the incorporators whose names, the residence addresses and the nationalities are given as follows.

Name of Incorporator	Turkish ID No. / Tax No. / Registration No.	Nationality	Residence Address
Halk Sigorta T.A.Ş.	4569790019	Turkey	Büyükdere Cad.161 Zincirlikuyu – İstanbul
Comag Continental Madencilik San. ve Tic. A.Ş	2119770020	Turkey	Karaköy Palas Karaköy – İstanbul
Tifdruk Matbaacılık San. A.Ş	8449550012	Turkey	Davutpaşa Cad. 101 Topkapı – İstanbul
Auer İmalat A.Ş.	1039780012	Turkey	Gümüşsuyu Cad. No:28 Topkapı – İstanbul
Agrosan Kimya San. ve Tic. A.Ş.	0089800040	Turkey	Rıhtım Cad. Sağlık Han No:217/2 Karaköy– İstanbul

ARTICLE 2- TITLE OF COMPANY

The title of the Company is “Allianz Yaşam ve Emeklilik Anonim Şirketi”, hereinafter to be called as “the Company” in these Articles of Incorporations.

ARTICLE 3- PURPOSE and SUBJECT

The Company is founded to engage in the field of Personal Retirement System in regard to enacting Retirement Contracts and perform all kind of business and operations within the scope of relevant outstanding codes and regulations, to undertake all kind of group life, personal life, group and personal individual accident insurances and reinsurances operations, to establish relevant Retirement Investment Funds with respect to Personal Retirement System within the scope of the outstanding regulations and legislation in regard to Personal Retirement Saving and Investment System Code, to enact the relevant Portfolio Management Contracts with relevant Portfolio Managers and undertake all kind of proceedings within the scope of the principles of the incorporation and operation of Retirement Investment Funds. To that end, the Company may enter into following operations;

1. It may obtain all kind of licenses and permissions with respect to the purpose of the Company.
2. It may assume and conduct the attorneyship, agency and acting company liabilities of local and foreign insurance, personal retirement and reinsurance incorporations.
3. It may assume dealership for all kind of insurance, personal retirement and reinsurance operations related to its purpose.
4. It may assume the transfer of local and foreign insurance and reinsurance incorporations’ and retirement companies’ portfolios.
5. It may establish insurance and personal retirement tools and agencies related to its purpose.

6. In order to achieve its purpose, the Company may purchase all kind of immovable and securities in conformity with outstanding regulations, sell them as necessary, establish in kind rights on these, lease and grant these as security on behalf of relevant Ministry and Undersecretary according to outstanding codes and regulations release such lien.

7. It may lend money in return the life insurance policy guarantee.

8. In order to realize its purpose, the Company may purchase and sell all kind of shares and debentures, including Public Internal Loan Debentures, Undersecretary Debentures and Debentures under Undersecretariat Guarantee.

9. In regard to realizing its purposes, the Company may enter all kind of financial, commercial and industrial within the scope of personal retirement legislation, enact long-, medium- and short-term borrowing operation within local and foreign markets, obtain all kind of loans within from local and foreign markets, give its immovable and securities as surety and pledge, releases such sureties, provide bail or guarantee on behalf of third parties, accept surety and pledge on immovable and securities of others, release and cancel such pledges and obtain commercial operation liens.

10. It may enter into partnership with real and/or corporate persons within local and foreign markets via local and foreign real and/or corporate persons in order to conduct foregoing operations, provided that remaining provisions of these Articles of Incorporations are reserved, establish local and foreign partnership in local and foreign markets with local and foreign real and/or corporate persons in case it is deemed appropriate, establish ordinary partnership, commercial companies or similar other or corporate entities, acquire the companies in part or as a whole established for the same purpose, purchase, sell or transfer share options.

11. It may enter into all kind of training, research, development and project operations, make use of technologies, enter into cooperation with local and foreign entities and take part in fairs, exhibitions and meetings.

12. It may contribute and donate on behalf of foundations, associations, universities and similar organizations established for social objectives within established principles.

13. It may conduct all kind of proceedings and dispositions with respect to the registration, annotation, kind modification, parceling, amalgamation, partition, parceling of all kind of immovable, including release and donation, conduct release on behalf of green fields and roads, furthermore issue their releases and surrender and donate such immovable free of charge.

14. The Company may purchase and lease land, marine and aerial means of transportation, sell and lease those in its possession. It may establish personal rights and release all kind of personal and in kind rights on such possession on its behalf or on behalf of third parties, including mortgage and surety within the scope of outstanding regulations on the insurance and personal retirement.

15. It may register, possess, transfer, submit as surety and enter into license agreements with respect to all kind of licenses, letter patents, patents, know-hows, brands, commercial titles, operation names and any other intellectual property rights on its behalf.

16. In regard to realizing its purpose, the Company may conduct all kind of industrial and commercial investments within local and foreign markets, open branch office, agency, dealership, liaison office and regional management in this regard and provide such services like software, bookkeeping, call center, data center and the like.

ARTICLE 4- PRINCIPAL AND BRANCH OFFICES

The principal office of the Company is located in Istanbul. Its address is Yapı Kredi Plaza A Blok Büyükdere Cad. Levent. Istanbul, TURKEY. Any change of the address is valid upon registration at Commercial Registry and announcement by Commercial Registry Journal of Turkey. The notification served to the address registered and announced shall be binding upon the Company. Failure to have the new address register and announce upon relocation within time barring will be sufficient reason for termination of the Company. Any branch office established by the Company will be subject to the registration at Commercial Registry and announcement by Commercial Registry Journal of Turkey.

The Company may open branch office, agency, liaison officer and dealership and establish regional management within local and foreign markets provided that information is provided, and permission is obtained as necessary from Ministry of Customs and Trade and Undersecretary of Treasury, Republic of Turkey, within the framework of outstanding regulations. Any branch office established by the Company will be subject to the registration at Commercial Registry and announcement by Commercial Registry Journal of Turkey.

ARTICLE 5- TERM OF COMPANY

The Company is founded for unlimited term. It will be terminated as per outstanding regulations, or decision adopted by General Assembly pursuant to relevant provisions of Turkish Trade Code.

Provisions provided under relevant provisions provided under Insurance Code No. 5684, Personal Retirement and Investment System Code No. 4632 and Turkish Trade Code.

ARTICLE 6- CAPITAL

The Company's capital is TL 58,000,000.00 (Fifty Eight Millions Turkish Lira). The capital is represented by 580,000,000 (Five Hundreds Eighty Millions) shares to the name, whose value is TL 0.10 (Ten Kurus) each.

The total Company's capital of TL 58,000,000.00 has been undertaken and paid by the shareholders as a whole free of collusion.

The Company's capital is represented by (i) 464.000.000 Group A and (ii) 116.000.000 Group B shares, representing TL 46.400.000 and TL 11.600.000 of overall capital, respectively.

The composition of capital is as follows.

Name/Trade Title of Shareholder	Share Group	# of Share	Amount of Share (TL)
Yapı Kredi Sigorta A.Ş.	A	464,000,000	46,400,000
Yapı Kredi Finansal Kiralama A.O.	B	115,574,715	11,557,471.50
Yapı Kredi Faktoring A.Ş.	B	210,627	21,062.70
Yapı Kredi Yatırım Menkul Değerler A.Ş.	B	210,588	21,058.80
Yapı ve Kredi Bankası A.Ş.	B	4,070	407.00
Total		580.000.000	58,000,000

Group A and Group B shares have the same economic benefits and voting rights. The shareholders of Group A and Group B shares are called as "Group A Shareholders" and "Group B Shareholders", respectively.

In case of any capital increase, the shareholders are entitled to take part in capital increases of the Company (the preemptive right) prorata to the portion of their shares in the Company's capital. The preemptive right of the shareholders will be increased by the amount that corresponds to portion of the shareholders' share in the capital in the total amount of those shareholders refraining from taking part in using their preemptive rights upon any capital increase, which will be calculated by excluding their shares in the capital. New shares to be obtained by those shareholders using their preemptive rights will be issued in the respective group of shares in possession of the shareholders using their preemptive rights.

The timeframe for payment in regard to capital undertaking will be determined by Board of Directors. On the other hand, Board of Directors shall be entitled to request the shareholders pay their capital payment undertakings before the date established before. The shareholders failing to make payment in regard to their capital undertakings shall be responsible for payment default interest at the highest default interest rate available under outstanding regulations. Furthermore, failure in payment the installments requested may entitle Board of Directors to observe the sanctions provided under Turkish Trade Code.

The Company's shares are issued to the name as a whole. The transfer of the shares whose payment undertakings remained unfulfilled or else, those shares without certificates published shall be effaced upon transfer declaration in written.

The certificates may be issued to represent more than one share. No issue for new shares is allowed unless payment undertakings have been fulfilled completely.

Group A shareholders and Group B shareholders shall be entitled to make use of any lien, option, guarantee right, usufructuary, right to purchase, conditional right to purchase, voting right or any other similar rights or enter into contract or voting agreement in regard to use such rights in regard to their shares without approval of remaining shareholders in written.

ARTICLE 7- ISSUE OF DEBENTURE AND OTHER SECURITIES

The Company shall be entitled to issue any kind of debenture, convertible bond, exchangeable bond, gold, silver and platinum bonds, finance bond, participation dividend certificate, profit and loss partnership certificate, other capital market instruments that will be accepted by Capital Market Board, which are considered as characteristic borrowing instruments and similar other capital market instruments to be sold in local and foreign markets to real and/or corporate persons in regard to outstanding regulations of Capital Market Code and similar regulations. As per Capital Market Code, Board of Directors shall be entitled to entitle the Company's movement for such issues like determining the type of issues and maximum amounts with respect to such issue, together with their maturity, interest and other conditions. The issues shall be with due regard to the regulations provided under relevant legislations on Capital Market Code.

ARTICLE 8- TRANSFER OF SHARES

In regard to relations with the Company, those who are registered in the share log shall be considered as the shareholders or those who are vested with right of usufruct on the share.

8.1. Rejection of Right of Usufruct in Case of Presence of Force Majeure

The Company's Board of Directors may decline the request for share transfers and approval of right of usufruct on account of any one of following substantial reasons ("**Substantial Reasons**"):

- (a) It is crucial for the Company and its mutual partnership with the shareholders to observe their engagement in such operations that supplements the Company's purpose and subject, allocating their expertise and experiences within their operational areas on behalf of the Company's discretion. Furthermore, the shareholders are in agreement in the performance of the Company's operations on the basis of the partnership based on the mutual trust between the parties, should the agency agreement executed by and between the Company and Yapı ve Kredi Bankası A.Ş. be best utilized and the Company's operation and economic stability be affirmatively influenced by the agency agreement during the validity of the agency agreement. Consequently, in case foregoing and "any request for the transfer of the Company's shares during the validity of the agency agreement according to the principles and understanding of "Maintaining Capital Composition of The Company";
- (b) In case of any modification in the composition of capital that may adversely be influential on achievement of the Company's objective likely due to the significance of the shareholder status,
- (c) In case of any intent of third party seeking the possession of the shares for the purpose of preventing the Company's financial independence and its field of operation due to lack of goodwill and financial resources,
- (d) In case of any persistent dispute arises or any past disagreement already arisen between the shareholders who didn't transfer their shares with third party transferee, and
- (e) In case of any request for the transfer disregarding the share transfer procedures provided under article 8.2 of these Articles of Incorporations, which are provided in regard to of "Maintaining Capital Composition of The Company".

8.2. Share Transfer Procedures

a. Right of First Proposal of Group B Shareholders

Group B Shareholders shall be entitled to make first proposal in case any one of Group A Shareholders wishes to transfer their shares any time after the termination of the agency agreement as provided under clause (a) of article 8.1 of these Articles of Incorporations. The purpose of foregoing provisions for right of first proposal provided under this article is "Maintaining Capital Composition of The Company", which is also in conformity with provisions provided under clause 1 and 2 of Article 493 of Turkish Trade Code.

Group A Shareholders shall be entitled to transfer their shares (as a whole without right for partial transfer) ("**Transferred Shares**") to third parties provided that they provided right of first proposal to Group B Shareholders as provided hereunder.

Group A Shareholders shall notify Group B Shareholders with respect to Proposed Shares ("**Notification of Proposal**") in written. Notification of Proposal shall provide the sale planned and number of Proposed Shares. Group B Shareholders shall, within 20 (twenty) days after the date of the receipt of the Notification of Proposal ("**Proposal Period**"), be entitled to either (i) notify in written whether or not use right of first proposal for the totality (not less than that) of Proposed Shares against such prices ("**Proposed Price**") to solely be determined by the potential purchaser ("**User's Notification**") or, (ii) notify in written whether or not use right to sell the shares possessed together with Group A Shareholders according to provisions provided under article 8.2 (c).

Following notification of the receipt of User's Notification, Group A Shareholders shall, with respect to total shares they possesses notify either (i) their acceptance of the sale of their shares to Group B Shareholders against the proposed prices and under the terms and conditions provided under User's Notification, or (ii) decision to sell to third parties by accepting such terms and conditions as provided under the proposal(s) of third parties, which has been determined as being more advantageous. The transfer of the Proposed Shares shall be realized within 60 (sixty) day period after the date of Notification of User's Notification unless otherwise deemed necessary in regard to the mandatory permissions to be obtained by formal and regulating entities. Where Group A Shareholders wish to sell totality of their shares according to provisions provided under article 8.2 (a) to any one of third parties, they shall have such right to sell, provided that they make request to Group B Shareholders to sell totality of their shares to the said third party purchaser according to provisions provided under article 8.2 (d).

Where Group B Shareholders decline to respond to any offer provided under Notification of Proposal within Notification Period or where they notify that they won't use their right to sell their shares concurrently with Proposed Shares, Group A Shareholders shall, after Notification of Proposal, have such right to sell Proposed Shares, within 80 (eighty) day period unless otherwise deemed necessary in regard to the mandatory permissions to be obtained by formal and regulating entities.

b. Right of First Proposal of Group A Shareholders

Group A Shareholders shall be entitled to make first proposal in case any one of Group B Shareholders wishes to transfer their shares any time after the termination of the agency agreement as provided under clause (a) of article 8.1 of these Articles of Incorporations. The purpose of foregoing provisions for right of first proposal provided under this article is "Maintaining Capital Composition of The Company", which is also in conformity with provisions provided under clause 1 and 2 of Article 493 of Turkish Trade Code.

Group B Shareholders shall be entitled to transfer their shares (as a whole without right for partial transfer) ("**Transferred Shares**") to third parties provided that they provided right of first proposal to Group A Shareholders as provided hereunder.

Group B Shareholders shall notify Group A Shareholders with respect to Proposed Shares ("**Notification of Proposal**") in written. Notification of Proposal shall provide the sale planned and number of Proposed Shares. Group A Shareholders shall, within 20 (twenty) days after the date of the receipt of the Notification of Proposal ("**Proposal Period**"), be entitled to (i) notify in written whether or not use right of first proposal for the totality (not less than that) of Proposed Shares against such prices ("**Proposed Price**") to solely be determined by the potential purchaser ("**User's Notification**").

Following notification of the receipt of User's Notification, Group B Shareholders shall, with respect to total shares they possesses notify either (i) their acceptance of the sale of their shares to Group A Shareholders against the proposed prices and under the terms and conditions provided under User's Notification, or (ii) decision to sell to third parties by accepting such terms and conditions as provided under the proposal(s) of third parties, which has been determined as being more advantageous. The transfer of the Proposed Shares shall be realized within 60 (sixty) day period after the date of Notification of User's Notification unless otherwise deemed necessary in regard to the mandatory permissions to be obtained by formal and regulating entities.

Where Group A Shareholders decline to respond to any offer provided under Notification of Proposal within Notification Period, Group B Shareholders shall, after Notification of Proposal, have such right to sell Proposed Shares, within 80 (eighty) day period unless otherwise deemed necessary in regard to the mandatory permissions to be obtained by formal and regulating entities.

c. Right to Sell Together of Group B Shareholders

Group B Shareholders shall be entitled to have the right of sending the notification to Group A Shareholders on right to sell together ("**Notification of Sell Together**") in 20 (twenty) days after Notification of Proposal their shares together with Proposed Shares, where Notification of Proposal is sent to Group B Shareholders by Group A Shareholders according to provisions provided under article 8.2 (a) any time after the date of termination of the agency agreement as referred to under clause (a) of article 8.1 of these Articles of Incorporations, and where Group B Shareholders decline to use right of first proposal as provided under article 8.2 (a) or Group A Shareholders decide to sell Proposed Shares to third parties according to article 8.2 (a). Where Notification of Right to Sell Together is sent, Group A Shareholders shall be entitled to sell Proposed Shares to third parties, provided that such third parties' purchaser(s) is (are) requested to purchase Proposed Shares from Group B Shareholders under such terms and conditions that are not more disadvantageous than that of sales terms and conditions of Proposed Shares and at such price anticipated for the Proposed Shares concurrently with Proposed Shares. The transfer of such shares shall be concluded within 80 (eighty) day period after the date of Notification of Proposal made within the framework of article 8.2 (a), unless otherwise deemed necessary in regard to the mandatory permissions to be obtained by formal and regulating entities, provided that no mutual understanding has been established before, which is not conditioned by the respective parties in regard to all share transfer to be conducted pursuant to this article 8.2 (c).

According to provisions provided under this article 8.2 (c), Group A Shareholders shall be entitled to purchase the shares of Group B Shareholders, instead of purchase by said third parties, on the other hand, such right shall not be considered as any kind of liabilities whatsoever.

d. Right to Include into Sale of Group A Shareholders

On any time upon termination of the agency agreement as provided under clause (a) of article 8.1 of these Articles of Incorporations, Group A Shareholders shall be entitled to have the right of sending the notification to Group B Shareholders on right to include into sale (**“Notification to Include into Sale”**), together with the proposal made by third party, where Notification of Proposal is sent to Group B Shareholders by Group A Shareholders according to according to article 8.2 (a) and where Group B Shareholders declines using their right of first proposal or Group A Shareholders decided to sell Proposed Shares to third party according to article 8.2 (a). Following delivery of the notification for Right to Include into Sale, Group A Shareholders shall be responsible for selling totality of the shares they possess to third party purchasers at such prices equal to the price per share, which has been mutually agreed between Group A Shareholders and third party purchasers, however, which are lower than Fair Market Value to be established pursuant to provisions provided under article 8.4 of these Articles of Incorporations and not more disadvantageous than that of sales terms and conditions agreed between Group A Shareholders and third party purchasers. The transfer of such shares shall be concluded within 80 (eighty) day period after the date of Notification of Proposal made by third party purchaser together with Notification for Right to Include into Sale within the framework of article 8.2 (d), unless otherwise deemed necessary in regard to the mandatory permissions to be obtained by formal and regulating entities, provided that no mutual understanding has been established before, which is not conditioned by the respective parties in regard to all share transfer.

According to provisions provided under this article 8.2 (d), Group A Shareholders shall be entitled to purchase the shares of Group B Shareholders under the same terms and conditions proposed by third party purchasers, on the other hand, such right shall not be considered as any kind of liabilities whatsoever.

8.3. Transfers to Affiliated Companies

The shareholders shall be entitled to freely transfer their shares on behalf of their real and/or corporate persons that are their direct or indirect controls or controlled directly or indirectly together with by themselves (**“the Affiliated Company”**), provided that the relevant notification is made to other shareholders in advance and relevant permissions thereof are obtained from the public authorities. The share transfers made on behalf of the Affiliated Company shall not be subject to the restrictions provided under article 8.2 of these Articles of Incorporations.

8.4. Determination of Fair Market Value

Where the determination of Fair Market Value is deemed necessary in any case in regard to these Articles of Incorporations, Group A Shareholders and Group B Shareholders shall each determine an independent company whose title shall immediately be notified to other group of shareholders. In case of failure of any one of group of shareholders to determine an independent company within the period stated above on any reason whatsoever, other group of shareholders shall remind group of shareholders failed to make such determination for acting diligently in this regard within 15 (fifteen) days. Where the group of shareholders failing to determine an independent company has still failed to make such determination even if it has been provided with additional 15 (fifteen) day period, Fair Market Value shall be determined by the independent company assigned by other group of shareholders.

Where both group of shareholders each assigned the independent companies and valuations performed by those two differ among each other at the rate of (a) below 10% (ten per cent), then Fair Market Value shall be the average of two valuation, or (b) above 10% (ten per cent), then Fair Market Value shall be the determined by an independent company, which has no relation with any one of group of shareholders or independent companies or else, an international actuarial company, to be jointly assigned within 10 (ten) days.

Third independent company shall submit the valuation report to group of shareholders as soon as possible, but within up to 45 (forty five) days maximum after the date of assignment. Third independent company shall not be allowed to have access to the valuation outcomes conducted by other two independent companies. Fair Market

Value shall be determined as follows:

- (a) Where third valuation falls within 90% (ninety per cent) and 110% (hundred and ten per cent) of arithmetic averages of first two valuations, then Fair Market Value shall be arithmetic averages of first two valuations, and
- (b) Otherwise, the arithmetic average of two valuations that are closest to each other shall be accepted as Fair Market Value.

Save any fraudulence and explicit fault, Fair Market Value determined according to provisions provided herein shall be binding upon Group A Shareholders and Group B Shareholders.

Any one of the independent companies mentioned under this article 8.4 shall be selected among the international accounting companies or renown international investment banks, which directly or indirectly have no capital and management relations with the group of shareholders or independent company mentioned under article 8.4, complete with consultancy experience in regard to national and international life insurance markets in regard to mergers and acquisition operations within 24 (twenty four) month period before they are assigned according to article 8.4 herein.

8.5. Permissions Obtained from Regulation Entities

In share transfers conducted under this article, the transferors shall apply to Undersecretary of Treasury, Republic of Turkey to obtain the transfer requisition sheet, sample explanation on the reason of transfer and sample share transfer contract. The transferee shall make application to Undersecretary of Treasury, Republic of Turkey, together with the explanations on the financial sources to be appropriated in the course of purchasing the shares, enclosed to the data and documents as requested by the relevant outstanding codes and regulations. Upon permission obtained from Undersecretary of Treasury, Republic of Turkey, the transferee shall be responsible for notifying the same to the Company in written.

Any transfer of share in regard to such shares directly or indirectly representing more than ten per cent of the Company's capital, together with such transfers that will give rise to the acquisition of in excess ten per cent, twenty per cent, thirty three percent or fifty per cent of the Company's capital by any one of the shareholders or decrease of shares of any one of the shareholders below said ratios shall be subject to permission of the Ministry under Undersecretary of Treasury, Republic of Turkey.

MADE 9- COMPANY'S TAKE OVER OR ACCEPTANCE ITS OWN SHARES AS PLEDGE

The Company shall be entitled to controversially accept or have possession of its own shares in conformity with provisions provided under relevant articles of Turkish Trade Code, Insurance Code, Personal Retirement Saving and Investment System Code and other outstanding regulations.

Where the Company makes request its own shares, the Company shall be entitled to conduct the necessary proceedings to accept and/or take possession of its own shares at a price of minimum 90% to maximum 105% of the price to be determined any one of its Board of Directors, independent auditing companies that directly or indirectly have no relations with the Company in regard to the relevant shares of altogether TL 5,800,000.00 represented by the shares whose nominal values is 0.10 TL during the period between 2013 and 2017, consultant companies operating within the framework of license, know-how and similar contracts entered by the foreign companies of these companies, intermediary corporations in possession of both public offering and investment consultancy licenses, or any one of non-banking financial companies.

Upon terminating of five-year period above, General Assembly may authorize Board of Directors by assigning lower and upper limits of the amount to be paid to such shares, together with number of nominal values and total nominal values of the shares to be possessed or accepted as pledge for the period up to five years, in order to allow the Company to accept the Company's shares at such ratios as provided under outstanding regulations.

On the other hand, the balance net assets of the Company after amounts of the shares that will be possessed as provided under this article by the Company shall be equal to the sum of minimum capital issued and amount of reserves not allowed for allocation as dividend pursuant to provisions provided under outstanding regulations and

in these Articles of Incorporations. Furthermore, the Company shall be entitled to possess such shares of the Company, which are paid in full.

ARTICLE 10- BOARD OF DIRECTORS, ELECTION OF MEMBERS and RESOLUTIONS OF BOARD OF DIRECTORS

10.1 Election and Term of Board of Directors

According to provisions provided under article 408 of Turkish Trade Code and save non-transferrable powers of General Assembly, all business and management of the Company shall be conducted by Board of Directors to be consisted of 8 members, 6 of whom among Group A Shareholders, including General Directorate as natural member, and 2 of whom among Group B Shareholders. Simple majority of the members of Board of Directors shall be in possessions of the qualifications as provided under Insurance Code, Personal Retirement Saving and Investment System Code and relevant provisions of outstanding regulations.

The members of Board of Directors might be assigned to serve for up to 3 (three) years and until they are replaced by their successors. Ex-members of Board of Directors may be reelected.

Where Board of Directors' seat is emptied on any reason whatsoever, the provisional assignment by Board of Directors will be made among those group of shareholders represented by the emptied seat according to provisions provided under Article 363 of Turkish Trade Code. The assignment of new member is submitted to General Assembly's approval for completing the balance of the term of the predecessor.

10.2 Board of Directors' Meetings and Quorums

Board of Directors convenes with the participation of at least 5 (five) members and decisions are adopted by the affirmative votes cast by at least 3 (three) members, unless tighter quorums are specified under Turkish Trade Code. On the other hand, the decision on such matters as provided under article 15 of these Articles of Incorporations, where Qualified Quorum is requested, the decisions shall be adopted by at least 4 (four) members, one of which shall be from Group B Shareholders.

If no quorum is formed, the meeting will be held again in 5 (five) days to form the same quorum once again.

Board of Directors meeting is held any time, or at least on monthly basis. Board of Directors' meeting is held at the principal office in Istanbul, unless otherwise decided by Chairman of Board of Directors or Deputy Chairman of Board of Directors.

Board of Directors may adopt the decision upon proposal submitted by any one of the members according to provisions provided under article 390 of Turkish Trade Code, as to be approved by other members in written, if no request is made for negotiation. Such decision may also be adopted by obtaining simple majority of Board of Directors (members submitted in written, unless otherwise specified under article 15 of these Articles of Incorporations, where qualified quorum is sought. For any issue requesting qualified quorum as specified under article 15 of these Articles of Incorporations may be adopted by the simple quorum, provided that at least one member from Group B Shareholders casts affirmative vote. For any decision adopted as such upon proposal made to all members of Board of Directors is precondition for adopting decision as such. It is not necessary to have the affirmative votes indicated on the same page. Any resolution adopted by affixing affirmative vote sheets to Board of Directors' decision log, or any decision included in the form of decision statement signed by the majority of the members shall be valid.

The minutes of Board of Directors shall be issued in Turkish and English to be kept by the decision log as such.

ARTICLE 11- TASK DIVISION, REPRESENTATION AND TRANSFER OF BOARD OF DIRECTORS

Chairman of Board of Directors and Deputy Chairman of Board of Directors shall be elected among Group B Shareholders and Group B Shareholders to serve for 3 (three) years, respectively.

Board of Directors shall in particular be entitled to initiate legal proceedings, arbitration all kind of administrative and legal pursuit, conduct peace and acquittal process, make proposals to a dissolution, bankruptcy and concordat proceedings, issue guarantees and conduct transfer and mortgage operations on the immovable. It may delegate third parties in regard to such operations.

Upon issue an internal directive pursuant to article 367 of Turkish Trade Code, Board of Directors shall be entitled to transfer the management in part or as a whole on behalf of any one or more than one member (delegates), irrespective whether members or not. Provisions provided under article 15 of these Articles of Incorporations shall be reserved. In regard to such internal directive, Board of Directors assigns authorities and responsibilities of these delegates, transfer any authority and responsibility assigned to Board of Directors on behalf of such persons under terms and conditions to be established again by Board of Directors, including modification, change and abandon such authorizations as deemed necessary. The provisions provided under article 375 of Turkish Trade Code shall be reserved.

Within the framework of provisions provided under article 370 of Turkish Trade Code, Board of Directors may transfer representation authority on behalf of member(s) of Board of Directors, shareholders or non-members of Board of Directors. In such case, however, at least one board member shall keep the right to representation. Unless otherwise specified by the decision of Board of Directors, any two members of Board of Directors may jointly represent and bind the Company with their joint signatures given under the Company's title in any matter whatsoever.

Board of Directors shall be entitled to share the management and representation tasks as specified.

Board of Directors shall be entitled to form committees and sub-committees consisted of member and non-member persons in regard to functions including consultancy, coordination, supervision or similar responsibilities. The principles to be followed by the chairman and members of such committees with respect to holding meeting, performance and reporting shall be determined, arranged and modified by Board of Directors.

Principal tasks of Board of Directors shall be as follows;

1. To adopt decision on such issues that aren't explicitly banned pursuant to provisions provided either under outstanding regulations or in these Articles of Incorporations, without prior consent of General Assembly,
2. To assign or else, to release as necessary the dealers and personal retirement agencies,
3. To purchase the immovable as necessary for corporate operations, cancel and sell the mortgages as necessary,
4. To assign and discharge as necessary all corporate employees, including the Company's General director, to vest the power to the Company's officers as deemed necessary, assign and discharge those signatories, to observe the conformity of the qualifications of the Company's General Director and Deputy General Director, together with other equivalent managers to Personal Retirement Saving and Investment Code and other regulations,
5. To assign fund boards to retirement investment funds, within the framework of the principles with respect to the incorporation and operations of Personal Retirement Saving and Investment Code and Retirement Investment Funds,
6. To adopt decisions on any kind of expenses including bonus, indemnification, premium, treatment costs and pocket money and similar other costs to the Company's employees including the Company's General Director, and delegate the officers in regard to adopting such decisions,
7. To obtain loans and enter into borrowing agreements within local and foreign markets, and

8. To submit proposals to General Assembly on any modifications and additions into in the Articles of Incorporations.

ARTICLE 12- REMUNERATIONS TO BOARD OF DIRECTORS AND COMMITTEE MEMBERS

The members of Board of Directors and committee as mentioned under article 11 above for their services rendered on behalf of the Company in the capacity of the member of Board of Directors and committee in terms of attendance fee, salary, bonus or premium. General Assembly and Board of Directors shall be entitled to determine the remuneration of the members of Board of Directors, including Board of Delegates and committee members on behalf of their membership to Board of Directors and committees according to outstanding regulations, respectively.

ARTICLE 13- AUDITING

The financial statements and annual progress report shall be audited by the auditor or independent auditing company according to Turkish Auditing Standards. General Assembly shall be responsible for assigning the auditor until 4th month of the year for every fiscal year according to provisions provided under Turkish Trade Code.

Board of Directors may elect an auditing arrangement and independent auditor under its own command for the purpose of external auditing, which shall be established within the framework of provisions provided for the auditing under Insurance Code, Personal Retirement Saving and Investment System Code and outstanding regulations, as well as provisions provided under article 366 of Turkish Trade Code.

ARTICLE 14- GENERAL ASSEMBLY

Following principles shall be valid for General Assembly meetings:

- a) **Invitation Procedure;** General Assemblies are convened on ordinary and extraordinary basis. Provisions provided under Turkish Trade Code shall be valid for the invitation to the meeting.
- b) **Meeting Schedule;** Ordinary General Assembly meets once every year within first three months, in the fiscal year. The meeting is held for the discussion and adopting resolution in regard to issues as provided under the meeting agenda.

Extraordinary General Assembly meets as deemed necessary by the Company's operation according to provisions provided under Turkish Trade Code and in these Articles of Incorporations to adopt relevant decisions.

- c) **Voting Right;** The shareholders participating to Ordinary and Extraordinary General Assembly meetings cast vote commensurate to the ratio of their shares to the shares of participating shareholders. Open ballot voting shall be used in the General Assembly. On the other hand, secret voting shall be used in case request is made by the shareholders in possession of at least ten per cent of the shares represented in the meeting.
- d) **Representation;** The shareholders in the General Assembly meeting shall be by personal participation or in proxy via another shareholders or third parties representatives. The shareholders shall be entitled to cast votes on their own behalf as well as on behalf of those shareholders they represent in the meeting. The relevant power of attorney shall be issued in written.
- e) **Venue of Meeting;** General Assembly meeting shall be held in the Company's principal office or any other suitable location of the city in which the principal office is situated.
- f) **Meeting Participation;** the Delegate members and at least one member of Board of Directors, auditor, at least one of the officers taking part in the disposal of the financial statements and at least one officer who is competent on the business of the Company shall attend General Assembly meeting.

- g) **Meeting Chairing;** General Assembly is conducted by a president who is appointed by General Assembly, among or outside the shareholders. The president of the meeting appoints the secretary and vote collector, as deemed necessary to form the meeting board. The vice president is selected as necessary.
- h) General Assembly adopts decision by the affirmative votes of the simple majority of the participants; the provisions provided for Meeting and Decision Quorum, decisions to be adopted by General Assembly of the Company, special qualified quorums arranged by the provisions provided under Turkish Trade Code, and the issues that require Qualified Quorums as provided under article 15 of these Articles of Incorporations are reserved. On the other hand, for Meeting and Decision Quorum for the issues that require Qualified Quorums as provided under article 15 of these Articles of Incorporations shall be consisted of the shareholders representing at least 80 % (eighty per cent) plus one shares.
- i) **Internal Directive;** Board of Directors issues an internal directive to submit to General Assembly's approval, which includes procedures and rules to be followed during General Assembly meeting, established on the basis of relevant provisions provided under Turkish Trade Code and relevant outstanding regulations and bulletins issued in this regard. The internal directive approved by General Assembly is registered to Trade Registration and announced.

ARTICLE 15- ISSUES REQUIRING QUALIFIED QUORUM

The negotiations on following issues ("**Issues Requiring Qualified Quorum**") conducted by General Assembly or Board of Directors; where the decision to be adopted by Board of Directors shall be accepted by the affirmative votes at least four (4) board member, including one (1) member elected among the candidates of Group B Shareholders, whereas the decision to be adopted by General Assembly, then the affirmative votes of the shareholders representing at least 80 % (eighty per cent) plus one shares ("**Approval by Qualified Quorum**"):

- (i) The modification of these Articles of Incorporations or any other modification with respect to the shares in possession of Group A and B Shareholders, including the right to vote.
- (ii) Any modification on the number of the Board of Directors members assigned to Board of Directors (those modification as provided under relevant outstanding regulations).
- (iii) The modification on the quorum necessary for adopting decision in Board of Directors or General Assembly on issues that calls for Qualified Quorum as provided under article 15 herein (unless more tighter quorum is anticipated under relevant legislation and/or code) or modification of any one of issues that calls for Qualified Quorum as provided under article 15.
- (iv) To initiate the procedures with respect to the Company's dissolution or bankruptcy.
- (v) The decision on the dividend equal to 85% of the profit available for distribution, after legal reserves reaches to 150% (hundred and fifty per cent) of the Company's capital, determined as of end of fiscal year of the respective profit, by taking into consideration the increase in the volume of the operations anticipated for the next year, also considering requirements of relevant legislation and other capital liabilities as provided under outstanding regulations on the capital adequacy.
- (vi) Increase of the issued or paid capital of the Company, decrease the nominal capital or inclusion of the profit shares and reserves into the capital, except those necessary under relevant legal arrangements and conformity to outstanding regulations.
- (vii) To enact a contract or extension or termination of such contract with any one of the shareholders or affiliated company owned by any one of the shareholders, which isn't in conformity with outstanding market conditions.
- (viii) The decision on the capital investment with respect to series of the operations, consisted of operations, the amount of each of which is in excess 5% of the net carrying amount of the capital or altogether in excess 10% of net carrying amount of the capital, if not previously decided within the scope of annual budget or business plan or as provided under similar other documents that are adopted by qualified majority of the members of Board of Directors (to avoid any suspicion, the investment for active/passive management, participant/policy owner funds and shareholder fund shall be excluded).
- (ix) The decision on merger, acquisition or corporate restructuring, including transfer of significant part of a business branch.
- (x) The decision adopted for the approval of the financial statements.
- (xi) The modification on these Articles of Incorporations.

- (xii) To purchase or release any securities or immovable assets, whose value is in excess 10% of net carrying amount of the capital, except those decided previously within the scope of annual budget or business plan or similar other documents that are approved by Board of Directors with the qualified majority of the members.
- (xiii) Any modification on the Company's accounting policy (in particular policy on the reserves), except those anticipated in regard to outstanding codes and regulations.
- (xiv) To assume indebtedness that is considered outside regular operational area of the Company, whose value is in excess 10% of net carrying amount of the capital, except those decided previously within the scope of annual budget or business plan or similar other documents that are approved by Board of Directors with the qualified majority of the members.
- (xv) To grant a security or guarantee that is considered outside regular operational area of the Company, whose value is in excess 10% of net carrying amount of the capital, except those decided previously within the scope of annual budget or business plan or similar other documents that are approved by Board of Directors with the qualified majority of the members.
- (xvi) Approval or rejection of any share transfer and entering or deleting any share transfer into and out of share log, except share transfer provided under Article 8.3.
- (xvii) Any partnership, joint venture, cooperation, entering distribution or bank reinsurance contract with any other financial services group or incorporation, except those decided previously within the scope of annual budget or business plan or similar other documents that are approved by Board of Directors with the qualified majority of the members.
- (xviii) Assignment or dismiss an independent (exterior) auditing company for the Company (except as mandated by outstanding codes and regulations and authorized public boards and entities), in addition to the independent auditing company assigned by majority of Group A Shareholders for auditing the consolidated financial statements.
- (xix) To issue security on the Company's securities and immovable assets, whose value is in excess 10% of net carrying amount of the capital of the Company, except those decided previously within the scope of annual budget or business plan or similar other documents that are approved by Board of Directors with the qualified majority of the members.

ARTICLE 16: ANNOUNCEMENTS

All announcements of General Assembly shall be published on the website, if any, and on Turkish Trade Registration Journal. Any other issues as to be announced by the Company as provided under outstanding regulations shall be conducted in conformity with the relevant provisions provided under Turkish Trade Code, regulations, bulleting issued in this regard, together with other legislation.

Provisions provided under Insurance Code and Personal Retirement Saving and Investment System Code, together with relevant outstanding codes and regulations shall be observed in regard to the operations for the Company's promotion, advertisements, marketing and sales operations for the retirement plans and funds available within the scope of such plans, all kind information, documents and sheets of public promotions activities.

ARTICLE 17- FISCAL YEAR

The fiscal year of the Company shall begin on first day of January and last until last day of December.

ARTICLE 18- PROFIT AND DISTRIBUTION OF PROFIT

Following allocation shall be made out of the net profit as provided under financial statements issued in conformity with the rules provided under Turkish Trade Code, after previous year losses, if any:

- a) Legal reserves at the rate of 5%, until it reaches to 20% of the paid-in capital of the Company, as per article 519 of Turkish Trade Code.
- b) First dividend at the rate of 5%, as per clause c, second paragraph of article 519 of Turkish Trade Code.
- c) The balance amount is allocated for the dividend as per the schedule to be established by General Assembly, or

else, included into extraordinary reserves together with previous-year profits.

d) Following allocation of dividend according to provisions provided under clause (c), second paragraph of article 519 of Turkish Trade Code, 10% (ten per cent) of the amount to be allocated to those to be benefited from the profit shall be included into the general legal reserves. No allocation shall be made on behalf of general reserves, if the share on profit and/or non-distributed profits as provided under balance sheets are distributed in terms of the shares.

General Assembly shall be entitled to decide the method of distribution of the balance amount. On the other hand, 100% of the profit available for distribution is allocated on behalf of the shareholders, after legal reserves reaches to 150% (hundred and fifty per cent) of the Company's capital, determined as of end of fiscal year of the respective profit, by taking into consideration the increase in the volume of the operations anticipated for the next year, also considering requirements of relevant legislation and other capital liabilities as provided under outstanding regulations on the capital adequacy.

ARTICLE 19- SHARE IN PROFIT AND DISSOLUTION

The shareholders shall be entitled to take part in sharing the profit and dissolution operation prorata to their shares, irrespective their payment for acquisition of their shares. On the other hand, any shareholder having been in default in payment for the shares may take part in sharing the profit prorata to the payment effected for the paid-in capital until that time.

ARTICLE 20- DIVIDEND ADVANCE

General Assembly may adopt decision on payment of advance on the dividend on behalf of the shareholders pursuant to provisions provided under article 509 of Turkish Trade Code.

ARTICLE 21- EMPLOYEE FOUNDATION

The Company may establish or take part into the foundation on behalf of its officers, servants and employees as provided under article 522 of Turkish Trade Code.

ARTICLE 22- PERMISSION FOR MODIFICATION ON ARTICLES OF INCORPORATIONS

The approval of Ministry of Customs and Trade and Undersecretary of Treasury, Prime Ministry of Republic of Turkey in advance for any modification on these Articles of Incorporations.

No session is opened for discussion of the modification of these Articles of Incorporations unless permission is provided by Undersecretary of Treasury, Prime Ministry of Republic of Turkey in advance. Undersecretary of Treasury, Prime Ministry of Republic of Turkey may assign its representative to General Assembly meeting.

Board of Directors shall have General Assembly's resolution on modification of these Articles of Incorporations be registered to Trade Registration located in the area where principal office of the Company is situated. Any issue to be announced shall appear on Turkish Trade Registration Journal. Any modification shall be valid upon such registration.

ARTICLE 23- LEGAL PROVISIONS

Provisions provided under Turkish Trade Code shall be reserved on any issue not provided under these Articles of Incorporations.