

INDIVIDUAL LOAN AGREEMENT

Agreement No:

This individual loan agreement (the "Agreement") has been executed for lending an Individual Loan, under the terms and conditions below, by and between **BURGAN BANK A.Ş.** **GENERAL ACCOUNTING** Branch (hereinafter referred to as the "**Bank**") on one side, and (hereinafter referred to as the "**Customer**") on the other side, where all provisions hereof have been individually negotiated and agrees between the Parties.

Loan	Lending Terms
Principal	: <input type="text"/> <input type="text"/>
Term	: <input type="text"/>
Monthly interest rate	: <input type="text"/>
Annual interest rate	: <input type="text"/>
Total Tax / Fund Repayment	: <input type="text"/> <input type="text"/> TL
Total interest Repayment	: <input type="text"/> <input type="text"/>
Total Principal, Interest Tax/Fund Repayment	: <input type="text"/> <input type="text"/>
Default interest rate	: <input type="text"/>
Annual Cost rate	: <input type="text"/>
File Expense	: <input type="text"/>

1. Bank's Authorizations on Lending the Loan

The Bank is unconditionally entitled to decide whether or not to lend the loan in fully or in part, and to determine the lending terms, or to suspend the loan, reduce the loan limits or to cut the Loan in full at any time. In addition, the Bank may refuse to lend the loan even though this loan agreement is signed and the requested securities are given.

If the Bank lends a loan exceeding the amount of limit, the Customer agrees that the provisions of this agreement shall also be applicable for the part exceeding the limit. The bank may, on its discretion, transfer the Loan in full or in part from the branch opening the loan to one or more other branches, within the framework of the provisions of this agreement. The Customer agrees that, upon transfer of the Loan or the risk, any security given or to be given shall be valid for such other branches under the same conditions.

The Bank may lend this loan by transferring to a deposit account to be opened in the name of the Customer or paying from the debit account or a blocked account, or pay or transfer to the account to be opened in the name of the person or commercial enterprise selling goods or offering services to the Customer or by issuing a blocked cheque in the name of the seller person or commercial enterprise and deliver such cheque directly to the relevant person or commercial enterprise or to the Customer for delivery to the commercial enterprise. The Customer undertakes to return the check to the Bank if he/she abandons using the blocked cheques and if the goods and/or services are not bought or for any other reason.

The Customer authorizes the Bank in advance for lending the Loan and making necessary transfers. If the Loan is not repaid together with principal, interest, tax, etc. until the stated due date, the individual loan lent under this agreement shall be subject to the provisions of article 9 of the agreement.

2. Repayment of Loan

Customer and Guarantors agree and undertake that they shall repay the loan allocated under this agreement, in instalments at the due dates and in amounts stated in the Repayment Schedule at the end of the agreement.

If the declaration of acceptance, for full or partial collection of the instalment amount from the Overdraft Account defined for the Customer where the Customer account does not have sufficient balance on the relevant instalment dates, is stated in the Supplemental Overdraft Account Agreement by the Customer, then the bank may collect the instalment amount fully or partially from the Customer's Overdraft Account. Customer and Guarantors agree and undertake that the provisions of this Agreement shall be valid and applicable for collection of loan interest, funds, BITT and other expenses to accrue in relation with the period from lending of the Loan until full discharge.

Loan Customer and guarantors agree and undertake that, upon failure to pay the debts arising from this agreement on the respective instalment payment dates stated in the Repayment Schedule, they shall pay a delay interest at late interest which will be calculated by adding 30% to the contractual interest rate applicable on the default date, and funds and excise duty on such interest.

Delay interest shall be calculated by multiplying the number of days elapsed from the due date of the instalment amount and the actual date of payment, with the instalment amount and interest rate to be calculated by adding 30% to the annual contractual interest rate, and dividing into 36000.

3. Bank's Authorization to Require Additional Security

The Customer agrees that, in cases where it is required to top up the securities due to impairment of the securities taken or insolvency of the Guarantor/Guarantors or in case of loans lent without security, by considering the Customer's financial standing and the timeliness of payments of instalments until that date, the Bank shall be entitled to require new guarantor/guarantors or issuance of a life insurance and indicating the Bank as loss payee in such policy or to require establishment of mortgage or pledge.

In addition, if the Customer is an employee of the bank and quits the job at the Bank for any reason, the Bank shall be authorized to require the Customer to provide surety and/or buy life insurance and pledge its rights arising from such insurance in favour of the bank, and to indicate the Bank as the loss payee in the policy.

4. FX-linked Loan

Upon Customer's request and subject to the bank's acceptance, this loan may be lent in TL as a FX-linked loan, calculated at the foreign exchange buying rate of T.R. Central Bank on the lending date. In such case, a further repayment schedule shall be issued in foreign currency and appended to the Agreement.

Repayments of FX-linked Loans shall be made on the dates and in amounts stated in the repayment schedule, in the same currency, or in TL equivalents to be calculated at the effective selling rate applied by the Bank on that date for that foreign currency. The Customer agrees and represents that in case of FX-linked and other linked loans, the deductions for the Resource Utilization Support Fund shall be calculated at the FX rate difference of the principal sum in the instalment amount or the aggregate sum of the index difference and Turkish lira equivalent of the period interest at the current FX rate or the difference interest; that in instalment loans indexed to the foreign currency, the FX rate difference of the principal sum in the instalment amount shall be calculated on the basis of the difference between the current FX rate on the instalment payment date and the FX rate on the date on which the loan is disbursed and it shall be paid on instalment dates; that moreover, it shall pay the Banking Insurance Transaction Tax to be calculated at the interest amount and the principal amount FX rate difference in the instalment on such instalment dates.

The Customer authorizes the Bank in advance for lending the Loan and making necessary transfers. If the Loan is not repaid together with principal, interest, tax, etc. until the stated due date, the individual loan lent under this agreement shall be subject to the provisions of article 9 of the agreement.

5. Early Repayment

Loan Borrower may repay early the total amount owed to the Bank or may pay one or more instalments before respective due dates. At the time of payment of the Loan debt in full or in part before due date, if there is any overdue instalment of the Loan Borrower, then the instalment amount/amounts including delay interest thereon, and any unpaid expense shall be collected initially.

Upon Early Repayment of the Loan Debt in Full or In Part before Due Dates, notwithstanding the relevant provisions on the Law on Protection of Consumers:

a- Early Repayment of the Loan Debt In Part before Due Date: If the Loan Borrower and Successive Guarantors intend to pay a part of the balance of debt arising from the Loan, (no less than one instalment); interest reduction shall be accrued on the principal debt remaining after the latest paid instalment, for the days elapsed between the latest instalment payment date and the date of that payment, at the rates set by the Bank under the terms of this Agreement and the applicable legislation. After the Loan Borrower and Successive Guarantors pay the interest and accessories to the Bank; a new Repayment Schedule is to be issued for the new balance created by deducting the amount early paid to the bank from the principal remaining after payment of the last instalment.

b- Early Repayment of the Loan Debt In Full before Due Date: If the Loan Borrower intends to fully close before the end of term, the balance of debt arising from the Loan allocated to him/her by the Bank, and notifies the date of such payment to the Bank in advance, then the amount payable during early closure and the reduction of interest applicable shall be determined according to the Principles allowed under the applicable legislation.

Loan Borrower agrees that If he/she fails to pay the Bank the early closing amount so determined by the bank, on the day so committed, early closing application shall be void, and the usual Repayment Schedule shall remain effective, and the funds, taxes etc. on the previously paid repayment amounts shall not be refunded, and that the Bank shall not be under any responsibility therefore.

6. Bank's Right of Lien and Right of Detention

The Customer agrees that the Bank has right of lien and right of detention on all his/her rights and receivables with the Bank. In addition, the Bank shall have right to offset and right of detention without further notice on all securities given or to be given under this agreement, as well as all his rights and receivables, deposits accounts, blocked accounts, cash, shares, bonds and commodity given in custody or in the form of free deposit, and certificates representing commodity, Bills of Lading, cheques given for collection, and all other valuable papers, and is authorized to make all transfers including transfers from the overdraft account to the current credit account; that the foregoing constitutes security against bank's receivables which are currently existing or may arise in the future, thus they are pledged.

7. Slips Issued by the Bank to the Customer

The Customer agrees and undertakes that, even though the slips issued by the Bank to the Customer do not contain any expression on reservation of the rights on principal of the receivables and interest, expense, commission, Bank and Insurance Transaction Tax and other accessories, he/she shall pay the Bank such amounts in full, and shall not have any objection or defence against the Bank based on lapse of such debts towards the Bank due to absence of such reservation. In case of any difference between the documents held by the Customer and the bank records, bank records shall prevail. Customer's debt shall remain effective until full payment including principal and accessories according to bank records and books.

8. Taxes and Expenses

The Customer agrees and represents that, taxes, charges and funds that may be imposed under the legislation in the future, and any difference that may arise upon change in the existing rates, and changes in RUSF and BITT rates under the legislation, shall be reflected by the Bank on his/her account as of the date of such change, and any tax, duty, charge and any similar fiscal obligation that may be imposed in the future shall be borne by him/her. The Customer agrees that the Bank shall be entitled to claim and collect the excise tax that it undertakes to pay under this agreement, before paying to the Tax Office, and upon initiation of proceedings or lawsuit against the Customer due to his/her default, the Bank may claim the excise tax from him/her in the proceedings or lawsuit before paying to the relevant Tax Office.

Customer and Guarantors agree and undertake that in case of any unpaid instalment, they shall pay all expenses and similar charges incurred by the Bank in connection with the notices and warning letters sent to them, in cash and in a single sum.

In addition, the Customer agrees and undertakes to pay the enquiry fee, lending commission over the loan amount, file expense, change fee in case of a change in the Repayment Schedule, early closing fee upon early closure of the Loan, and pledge and mortgage release fee, upon request of the Bank and in amounts set by the bank.

9. Responsibility of the Guarantor and Surety

The guarantor or guarantors who has/have undersigned this agreement undertake(s) as guarantor, the payment of total amount in the Repayment Schedule that the Customer has assumed under this loan agreement including interest, funds, etc. Guarantor(s) represent(s) and agree(s) that, all the terms of this loan agreement which do not conflict with the nature of the surety, and the default provisions in case of a default, shall be equally applicable for them.

Guarantors agree that, pursuant to article 582 of Turkish Code of Obligations ("TCO"), successive surety covers the debts arising from the agreement as well as debts which are possible to arise in the future.

Guarantors agree that in case of insolvency of the Customer such as non-payment of debt when due, the Bank may recourse against the Guarantors before initiating proceedings against the Customer or cashing the pledge on immovable, within the context of article 586 of TCO.

Pursuant to Article 592 of TCO, if the Guarantors pay the debt, the Bank shall deliver the debenture that may be used to exercise Guarantors' rights, and provide necessary information to the Guarantors. In addition, the Bank shall deliver the pledges existing during surety or provided afterwards for the receivable by the original borrower, and other guarantees, to the guarantors or shall perform necessary actions for the transfer thereof, however, if other receivables of the Bank remain, as its right of lien and right of detention has priority, the Bank may refuse to fulfil the delivery and transfer procedures under this article, until full discharge of its receivables.

Guarantors agree that, pursuant to article 598 of TCO, this surety is being given for an indefinite term, and this surety given by a real person shall be automatically released after elapse of ten years from establishment of this surety agreement, and that the surety term may be extended for another ten years at maximum, by Guarantors' written statement in accordance with the form of the surety agreement, which statement must be given one year ahead of the expiry of surety at the earliest; and if the surety is being given by a legal person, no such ten years term shall be applicable, and it shall be responsible and obliged towards the Bank for all issues stated in the agreement, according to the form and type of the Loan lent by the bank to the Customer.

Guarantors agree that, if the Bank holds pledges which are not specifically allocated to the Customer's debt, the Bank shall be authorized to use the proceeds of cashing such pledges initially to the claims not related to this surety.

In order to ensure that the Bank can protect its rights, Guarantors shall promptly inform the Bank upon becoming aware of bankruptcy of the Customer or any of the other guarantors, or that the goods are being seized, or of application for postponement of bankruptcy or composition agreement.

Guarantors agree that the Bank has the right of lien, detention, offset and set-off on all gold, receivable, right, deposits, cash, share certificate, revenue sharing certificates, asset-backed securities, mutual fund units, bonds, bills, Bills of Lading, valuable papers, remittance amounts and analogous rights and receivables, held with or may be held in the future with Bank's head office or all branches and correspondents, against all their debts, whether current or future, to the Bank's head office or all branches in any form and nature whatsoever.

Upon cessation of the Bank's right of lien on the Guarantors' gold and/or pledged securities, bearer gold and securities shall be returned equally by the bank to the Guarantors. Guarantors agree that they consent to the acceptance of any remittance sent to their account by the bank in their name without notice, and crediting of the same to an account to be opened in their name or to their existing accounts, and that the Bank has right of lien on the remittance amount, and has right to offset and set-off on all debts of the Guarantors to the Bank.

10. Bank's Authorization to cut the Loan Account and Default Interest

In case of breach of the Agreement, or occurrence of force majeure events, or if the Bank becomes aware that the Customer is in economic difficulty and/or thus preparing to abduct properties, or if the Customer fails to fulfil its liabilities and commitments under this Agreement or other agreements executed with the bank, or fails to fulfil the insurance provisions under this Agreement etc., the Bank may cut the loan under this Agreement by notifying the Customer. If the Customer defaults in payment of at least two consecutive instalments, the full amount of debt shall become due and payable, and the bank shall request the Customer to pay the full debt within one week.

11. Applicable Provisions

The loan lending conditions of which are stated above, are subject to the provisions of this agreement. Any issue not provided for in this agreement, bank's regulation and other internal legislation provisions shall be applicable; and any issue not provided for in the regulations shall be subject to the banking procedure and complementary provisions of the relevant legal legislation, and banking practices.

From lending of the Loan until full payment and discharge, the Customer may not transfer or assign its rights arising from this agreement, or its receivables from the Bank, or the goods bought by using the loan, to third parties, nor may transfer his/her debt, without bank's prior consent.

12. Provisions related to Insurance

The Customer agrees and represents that he/she shall buy insurance for all the securities required to be established and placed under this agreement, against all risks and extraordinary events; and if insurance was bought previously, he/she shall transfer and endorse such policies to the bank as loss payee. Likewise, the Customer agrees and represents that expired insurances shall be renewed; and premium etc. expenses of the insurance are his/her obligation, and such premiums shall be collected by the Bank from all his/her accounts and receivables with the bank, and that the compensation arising from the insurance agreement shall be paid to the Bank.

The Customer shall duly fulfil his/her liabilities towards the insurance company such as damage notice, etc. with regard to the property being insured, and he/she shall be responsible towards the Bank for any damage arising otherwise.

The Customer also agrees and undertakes that, he/she shall buy Life Insurance from any insurance company against all perils/risks deemed necessary by the Bank, on the terms specified by the Bank, by reason of the loan, until full repayment of the loan instalments and all debts arising from the loan, and that he/she hereby pledges the claims arising from the insurance policies to the Bank, and he/she shall ensure that the Bank shall be annotated as loss payee in the policies, and if the policies are not renewed upon expiry, the Bank shall be authorized to renew any policy not renewed when due, from an insurance company to be specified by the Bank, all expenses and premiums being on account of the Customer and to be collected by the Bank from Customer's all accounts and receivables with the Bank, without notice to the Customer, and that the Bank shall be indicated as the loss payee in the existing/to be bought/renewed insurance policies; and upon occurrence of risk under the insurance policy, insurance amounts shall be collected by the Bank from the insurance company and offset against its receivables on the loan.

13. Disputes between Seller and the Customer

For this loan lent to the Customer, the Bank has not stipulated any condition of buying a certain goods or services or entering into a legal transaction and/or sale contract with a certain seller or provider. The Customer may use this loan for any legal relationship with any person; The Bank is not interested in the purpose of use of the Loan and/or the transaction parties. Thus, the Customer agrees that, The Bank shall not be responsible in any manner whatsoever for any conflict that may arise between the Customer and the real or legal persons offering goods and services or any explicit or hidden defect of the goods, or non-delivery or return of the goods, or incomplete or non- provision of the services, and similar issues, and such issues shall have no effect on repayment of the debt.

14. Information by the Bank

The Customer represents and agrees, the Bank shall be authorized to obtain information from third parties about the Customer, when it deems necessary; In addition, the Bank may disclose the information in its possession to official authorities, persons or entities, within the framework of the Banking Law and relevant legislation.

15. Court and Enforcement Expenses and Attorney Fee

The Customer agrees, represents and undertakes that, if the Bank becomes required to file a lawsuit or initiate enforcement proceedings against the Customer, all expenses incurred by the Bank and the attorney fee to be calculated at minimum rates over the proceeding and lawsuit amounts, and the excise tax thereon shall be borne by the Customer.

16. Evidence Contract

The Customer agrees, represents and undertakes that in any dispute that may arise from this agreement, Bank's books, records and documents shall constitute exclusive and conclusive evidence.

17. Notification Address

Respective domicile addresses of the Customer and Guarantors are mentioned below, and all notifications and notices sent to such addresses shall be deemed served to the Customer and Guarantors. Customer and the Guarantors agree that, even if they change their domicile address mentioned below, unless they notify their new domicile addresses to the Bank through notary public, all notices and notifications sent to the initial addresses shall be considered valid.

18. Competent Court and Enforcement Offices

Parties agree that this agreement shall be governed by Turkish laws, and any dispute that may arise in connection with this agreement shall be resolved by Courts and Enforcement Offices.

19. Final Provision

All provisions of by loan agreement consisting of 19 articles have been negotiated between the bank and the Customer, and fully read by the Customer and signed by accepting the articles above without any reservation, on his/her fully free will and intent.

This agreement has been signed by and between the parties on , and one copy hereof has been received by the Customer.

ANNEX: Repayment Schedule

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	<u>CLIENT</u>
Name-Surname(Title)	: <input type="text"/>
Address	: <input type="text"/> <input type="text"/>
Signature	<input type="text"/>
	<u>BANK</u>
BURGAN BANK AŞ.	<input type="text"/> Branch
Signature	<input type="text"/>

<u>Seq. No</u>	<u>Surety Type</u>	<u>Successive Guarantor Name, Surname– Title / Address –Tax Office/No., T.R. ID No., E-Mail Address</u>	<u>Maximum Surety Amount (total payment amount in the Repayment Schedule)</u>	<u>Surety Date</u>	<u>Signature</u>
1.					
2.					
3.					