

VAKIFBANK
TÜRKİYE VAKIFLAR BANKASI T.A.O.
NEW YORK BRANCH

CORPORATE BANKING RESOLUTIONS

(Name of Corporation)

(Corporation Address)

I hereby CERTIFY that the following is a true copy of a resolution duly adopted by the Board of Directors of _____, corporation organized under the laws of the State of _____, at a meeting held on _____, 20__ that a quorum was present and acted throughout such meeting, that such resolution has not been rescinded or modified and is still in full force and effect; that said resolution is not contrary to or in conflict with any provision of the Certificate of Incorporation or by-laws of said corporation.

RESOLVED:

The following persons (Indicate below the full names, or titles, of the signatories. If two or more designated, then clearly indicate in what manner they are to sign i.e. any one, any two, jointly, etc.

1- Designation as Depository

That Türkiye Vakıflar Bankası T.A.O. New York Branch (herein called the "Bank") be and hereby is designated a depository of this corporation and authorized to receive for deposit, at any such office or offices, to the credit of this corporation, or for collection for the account of this corporation, monies, checks, drafts notes or other instruments for the payment of money, whether belonging to this corporation or otherwise, which may now be or hereafter come into its possession, (all of which shall be deemed, when received for deposit, to have been qualifiedly endorsed by this corporation whether or not actually so endorsed).

2- Authorized to make, sign, draw, accept, endorse, execute and deliver any and all checks, drafts, acceptances, evidences of indebtedness or orders for the payment of money including such as may create or increase on overdraft; and the Bank be and hereby is authorized to make payments upon and according to the terms of any such instrument signed as above provided over the official title of such signer or over the inscription "Authorized Signature", and to receive the same to the credit of or in payment from the payee or other holder, when so signed, without inquiry as to the circumstances of their issue or the disposition of their proceeds, whether drawn to the individual order of or tendered in payment of the individual obligations of any persons signing the same or of any other officer, agent or signatory of this corporation or otherwise.

3- Facsimile Signature(s)

That any checks herein authorized to be drawn in the name of this corporation may be signed with the facsimile signatures of any of the duly designated signatories of this corporation and the Bank shall be entitled to charge any such check to this corporation's account regardless of by whom or by what means the actual purported facsimile signature or signatures thereon may have been affixed thereto, if such signature or signatures resemble the facsimile specimens duly certified to or filed with the Bank by the Secretary or any Assistant Secretary of this corporation.

4- Other Authority

To discount and rediscount with the Bank any and all notes, drafts and without limitation, other commercial papers, whether or not negotiable, which may be owned by this corporation upon such persons may deem proper, and the Bank is hereby authorized to charge the same to the account of this corporation at or after maturity;

To borrow money and obtain credit or other accommodation from the Bank on any terms;

To apply for letters of other forms of credit on any terms;

To pledge, mortgage or otherwise create a lien upon any property of this corporation as security for any loan, credit or accommodation from the Bank;

To authorize and request the Bank to purchase, exchange, sell, receive, deliver or otherwise deal in or with bonds or other securities and foreign exchange for the account of this corporation;

To enter into any agreement relating to any general or specific transaction with the Bank; and in connection with any of the foregoing, on behalf of this corporation to accept, receive, withdraw or waive notices, protests, and vouchers, papers, or property and to make, withdraw or waive any demand, and make, execute and deliver notes, obligations, guarantees, assignments, receipts, waivers, acquaintances, indemnities, agreements and, without limitation,

