

Certification #2

EXHIBIT D-1

Certification and Agreement of Acquirors of
Receipts Upon Deposit of Shares
Pursuant to Section 2.2 of the
International Deposit Agreement¹

Citibank, N.A.
ADR Department
111 Wall Street
New York, New York 10043

Re: Haci Ömer Sabanci Holding A.S.

We refer to the International Deposit Agreement, dated as of July 3, 1997 (the "Deposit Agreement"), among HACI ÖMER SABANCI HOLDING A.Ş. (the "Issuer"), CITIBANK, N.A., as Depository, and Holders and Beneficial Owners from time to time of American Depositary Receipts (the "Receipts") issued thereunder. Capitalized terms used but not defined herein shall have the meanings given them in the Deposit Agreement.

1. This certification and agreement is furnished in connection with the deposit of Shares and issuance of International American Depositary Shares ("ADSs") to be evidenced by one or more Receipts pursuant to Section 2.2 of the Deposit Agreement.

2. We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that the Receipts, the ADSs evidenced thereby and the Shares represented thereby have not been and will not be registered under the Securities Act of 1933 (the "Act").

3. We certify that either:

(a) We are, or at the time the Shares are deposited and at the time the Receipts are issued will be, the beneficial owner of the Shares and of the ADSs evidenced by such Receipt or Receipts, and:

(i) we are not a U.S. person (as defined in Regulation S) and we are located outside the United States (within the meaning of Regulation S under the Act) and acquired, or have agreed to acquire and will have acquired, the Shares to be deposited outside the United States (within the meaning of Regulation S),

¹ To be used prior to effectiveness of a registration statement on Form F-6 under the Securities Act of 1933 relating to depository receipts to be issued pursuant to the Deposit Agreement following such effectiveness.

(ii) we are not an affiliate of the Issuer or a person acting on behalf of such an affiliate, and

(iii) we are not in the business of buying and selling securities or, if we are in such business, we did not acquire the securities to be deposited from the Issuer or any affiliate thereof in the initial distribution of ADSs, Shares and Rule 144A ADSs.

OR

(b) We are a broker-dealer acting on behalf of our customer; our customer has confirmed to us that it is, or at the time the Shares are deposited and at the time the Receipt or Receipts are issued will be, the beneficial owner of the Shares and of the ADSs evidenced by such Receipt or Receipts, and:

(i) it is not a U.S. person and it is located outside the United States and acquired, or has agreed to acquire and will have acquired, the Shares to be deposited outside the United States,

(ii) it is not an affiliate of the Issuer or a person acting on behalf of such an affiliate, and

(iii) it is not in the business of buying and selling securities or, if it is in such business, it did not acquire the securities to be deposited from the Issuer or any affiliate thereof in the initial distribution of ADSs, Shares and Rule 144A ADSs.

4. We agree (or if we are a broker-dealer, our customer has confirmed to us that it agrees) that prior to expiration of 40 days after the later of the commencement of the offering of ADSs, Shares and Rule 144A ADSs on behalf of the Issuer and the last closing in respect of such offering (the "restricted period"), we (or it) will not offer, sell, pledge or otherwise transfer such Receipts, the ADSs evidenced thereby or the Shares represented thereby except (a) to a person whom we reasonably believe (or it and anyone acting on its behalf reasonably believes) is a qualified institutional buyer within the meaning of Rule 144A under the Act in a transaction meeting the requirements of Rule 144A, or (b) in accordance with Regulation S under the Act, in either case in accordance with any applicable securities laws of any state of the United States. We further agree (or if we are a broker-dealer, our customer has confirmed to us that it agrees) that if we sell or otherwise transfer (or it sells or otherwise transfers) the ADSs evidenced by the Receipt or Receipts referred to above or the Shares represented thereby in accordance with clause (a) above prior to the expiration of the restricted period, we (or our customer) will, prior to settlement of such sale, cause such Shares to be withdrawn in accordance with the terms and conditions of the Deposit Agreement and we (or our customer) will cause instructions to be given to the Depository to deliver such Shares to the custodian under the Rule 144A Deposit Agreement for deposit thereunder and issuance of a Rule 144A ADR evidencing a Rule 144A American Depositary Share upon receipt of the proper certification on behalf of the purchaser

and otherwise in accordance with the terms and conditions of such Rule 144A Deposit Agreement.

Very truly yours,

[NAME OF CERTIFYING ENTITY]

By: _____

Title:

Dated: