



TÜRKİYE İŞ BANKASI A.Ş.

€2,000,000,000

Global Covered Bond Programme

Under this Global Covered Bond Programme (the “*Programme*”), Türkiye İş Bankası A.Ş., a Turkish banking institution organised as a public joint stock company registered with the İstanbul Trade Registry under number 431112 (the “*Bank*” or the “*Issuer*”), may from time to time issue covered bonds (the “*Covered Bonds*”) denominated in any currency agreed between the Issuer and the relevant Dealer(s) or Covered Bondholders (each as defined herein).

Covered Bonds may be issued in either bearer or registered form (respectively “*Bearer Covered Bonds*” and “*Registered Covered Bonds*”) provided that the Covered Bonds may be offered and sold in the United States only in registered form. The maximum aggregate principal amount of all Covered Bonds from time to time outstanding under the Programme will not exceed €2,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

The Covered Bonds may be issued from time to time to: (a) one or more of the Dealers specified under “*General Description of the Programme*” and any additional Dealer(s) appointed under the Programme from time to time by the Issuer (each a “*Dealer*” and together the “*Dealers*”), which appointment may be for a specific issue or on an ongoing basis, and/or (b) one or more investor(s) purchasing Covered Bonds (or beneficial interests therein) directly from the Issuer. References in this Base Prospectus to the “*relevant Dealer*” shall, in the case of an issue of Covered Bonds being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe for such Covered Bonds.

An investment in Covered Bonds issued under the Programme involves risks. For a discussion of certain of these risks, see “*Risk Factors*.”

The Covered Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “*Securities Act*”), or any other U.S. Federal or State securities laws and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons (“*U.S. persons*”) as defined in Regulation S under the Securities Act (“*Regulation S*”) unless an exemption from the registration requirements of the Securities Act is available and in accordance with all applicable securities laws of the United States and any State or other jurisdiction of the United States. See “*Form of the Covered Bonds*” for a description of the manner in which Covered Bonds will be issued. The Covered Bonds are subject to certain restrictions on transfer (see “*Subscription and Sale and Transfer and Selling Restrictions*”).

This base prospectus (this “*Base Prospectus*”) has been approved by the Central Bank of Ireland as competent authority under Directive 2003/71/EC as amended (which includes the amendments made by Directive 2010/73/EU) (the “*Prospectus Directive*”). The Central Bank of Ireland only approves this Base Prospectus as meeting the requirements imposed under Irish and European Union (the “*EU*”) law pursuant to the Prospectus Directive. Such approval relates only to Covered Bonds that are to be admitted to trading on a regulated market for the purposes of Directive 2004/39/EC (“*MiFID II*”) and/or that are to be offered to the public in any member state of the European Economic Area (the “*EEA*”). Application has been made to the Irish Stock Exchange plc (the “*Irish Stock Exchange*”) for Covered Bonds issued through the date that is one year after the date hereof to be admitted to the official list of the Irish Stock Exchange (the “*Official List*”) and to trading on its regulated market (the “*Main Securities Market*”). The Main Securities Market is a regulated market for the purposes of MiFID II.

The Covered Bonds to be issued under the Programme are mortgage covered bonds (in Turkish, *ipotek teminatlı menkul kıymet*) within the meaning of the Communiqué on Covered Bonds III-59.1 of the Capital Markets Board (the “*CMB*”) of the Republic of Turkey (“*Turkey*”). Application has been made to the CMB, in its capacity as competent authority under Law No. 6362 (the “*Capital Markets Law*”) of Turkey relating to capital markets, for the issuance and sale of Covered Bonds by the Bank outside of Turkey. No Covered Bonds may be sold before the necessary approvals (including the issuance certificate (*ihraç belgesi*)) are obtained from the CMB. The CMB approval (and the issuance certificate (*ihraç belgesi*)) annexed thereto relating to the issuance of Covered Bonds based upon which any offering of the Covered Bonds may be conducted was obtained on 19 April 2017 and (to the extent (and in the form) required by Applicable Law (as defined herein)) an approval of the CMB in relation to a Tranche (as defined herein) of Covered Bonds will be required to be obtained from the CMB before proceeding with any sale and issuance of such Tranche of Covered Bonds. The maximum mortgage covered bond amount that the Bank can issue under such approval is €2,000,000,000 (or its equivalent in other currencies) in aggregate. It should be noted that, regardless of the outstanding Covered Bond amount or the amount permitted to be issued under the Programme, unless the Bank obtains new approval(s) from the CMB, the aggregate mortgage covered bond amount to be issued under such approval (whether issued under the Programme or otherwise) cannot exceed such approved amount.

Under current Turkish tax law, withholding tax might apply to payments of interest on the Covered Bonds. See “*Taxation - Certain Turkish Tax Considerations*.”

Notice of the aggregate principal amount of Covered Bonds, interest (if any) payable in respect of Covered Bonds, the issue price of Covered Bonds and certain other information that is applicable to each Tranche of Covered Bonds will be set out in a final terms document (for each Tranche, its “*Final Terms*”) (which, with respect to Covered Bonds to be listed on the Irish Stock Exchange, will be filed with the Central Bank of Ireland). Copies of such Final Terms for Tranches admitted to trading on the Main Series Market will also be published on the Issuer’s website at <http://www.isbank.com.tr/EN/about-isbank/investor-relations/publications-and-results/prospectuses-and-offering-circulars>.

The Programme provides that Covered Bonds may be listed and/or admitted to trading, as the case may be, on such other stock exchanges or markets as may be agreed between the Issuer and the relevant Dealer(s) or (in the case of a direct purchase of Covered Bonds by an investor) the relevant investor(s) (as set out in the applicable Final Terms). The Issuer may also issue unlisted Covered Bonds and/or Covered Bonds not admitted to trading on any market.

Series of Covered Bonds issued under the Programme may either be rated (whether by Moody’s Investors Service Ltd. (“*Moody’s*”) and/or any other Relevant Rating Agency (as defined herein)) or unrated, with any Covered Bonds rated by Moody’s being expected (assuming they provide for the required Required Overcollateralisation Percentage (as defined herein) and appropriate Hedging Agreements (as defined herein) are in place) initially to be rated “*Baa1*”. Where a Tranche of Covered Bonds is rated (other than unsolicited ratings), the initial such rating(s) will be disclosed in Part B of the Final Terms for such Tranche and will not necessarily be the same as the rating assigned to the Covered Bonds of other Series. The Bank has also been rated by Moody’s, Standard & Poor’s Credit Market Services Europe Limited (“*Standard & Poor’s*”) and Fitch Ratings Limited (“*Fitch*”) and, together with Moody’s and Standard & Poor’s, the “*Rating Agencies*”) as set out on page 210 of this Base Prospectus. Each of the Rating Agencies is established in the EU and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the “*CRA Regulation*”). As such, each of the Rating Agencies is included in the list of credit rating agencies published by the European Securities and Markets Authority (“*ESMA*”) on its website (at <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with the CRA Regulation. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

Arrangers and Dealers

Barclays Bank PLC

NATIXIS

The date of this Base Prospectus is 21 April 2017.

This Base Prospectus constitutes a base prospectus for the purposes of the Prospectus Directive. This document does not constitute a prospectus for the purpose of Section 12(a)(2) of, or any other provision of or rule under, the Securities Act.

The Issuer accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Base Prospectus is to be read in conjunction with all documents that are (or portions of which are) incorporated herein by reference (see “*Documents Incorporated by Reference*”). This Base Prospectus shall be read and construed on the basis that such documents (or the applicable portions thereof) are incorporated into, and form part of, this Base Prospectus.

To the fullest extent permitted by Applicable Law, none of the Dealers, the Arrangers, the Agents, the Security Agent, the Calculation Agent, the Cover Monitor or the Offshore Account Bank accept any responsibility for the information contained in (including incorporated by reference into) this Base Prospectus or any other information provided by the Issuer in connection with the Programme or for any statement consistent with this Base Prospectus made, or purported to be made, by a Dealer or an Arranger or on its behalf in connection with the Programme. Each Dealer and Arranger accordingly disclaims all and any liability that it might otherwise have (whether in tort, contract or otherwise) in respect of the accuracy or completeness of any such information or statements.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied by (or with the consent of) the Issuer in connection with the Programme or any Covered Bonds and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Arrangers or Dealers.

Neither this Base Prospectus nor any other information supplied by (or on behalf of) the Issuer or any of the Arrangers or Dealers in connection with the Programme or any Covered Bonds: (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer or any of the Arrangers or Dealers that any recipient of this Base Prospectus or any such other information should invest in any Covered Bonds. Each investor contemplating investing in any Covered Bond should determine for itself the relevance of the information contained in (including incorporated by reference into) this Base Prospectus and make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and such Covered Bonds based upon such investigation as it deems necessary. Neither this Base Prospectus nor, except to the extent explicitly stated therein, any such other information constitutes an offer or invitation by or on behalf of the Issuer or any of the Arrangers or Dealers to any person to invest in any Covered Bonds.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Covered Bonds (or beneficial interests therein) shall in any circumstances imply that the information contained herein is correct at any time subsequent to the date hereof (or, if such information is stated to be as of an earlier date, subsequent to such earlier date) or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Arrangers and the Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in the Covered Bonds of any information coming to their attention.

The distribution of this Base Prospectus and/or the offer or sale of Covered Bonds (or beneficial interests therein) might be restricted by Applicable Law in certain jurisdictions. None of the Issuer, the Arrangers or the Dealers represent that this Base Prospectus may be lawfully distributed, or that any Covered Bonds (or beneficial interests therein) may be lawfully offered, in any such jurisdiction or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer that is intended to permit a public offering of any Covered Bonds (or beneficial interests therein) or distribution of this Base Prospectus in any jurisdiction in which action for that purpose is required. Accordingly: (a) no Covered Bonds (or beneficial interests therein) may be offered or sold, directly or indirectly, and (b) neither this Base Prospectus nor any advertisement or other offering material may be distributed or published, in any jurisdiction, in each case except under circumstances that will result in compliance with all Applicable Laws. Persons into whose possession this Base

Prospectus or any Covered Bonds (or beneficial interests therein) may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Covered Bonds (or beneficial interests therein). In particular, there are restrictions on the distribution of this Base Prospectus and the offer and/or sale of Covered Bonds (or beneficial interests therein) in (*inter alia*) the United States, the EEA (including the United Kingdom), Turkey, Japan and Switzerland. See “*Subscription and Sale and Transfer and Selling Restrictions.*”

This Base Prospectus has been prepared on a basis that would permit an offer of Covered Bonds (or beneficial interests therein) with a denomination of less than €100,000 (or its equivalent in any other currency) only in circumstances where there is an exemption from the obligation under the Prospectus Directive to publish a prospectus. As a result, any offer of Covered Bonds (or beneficial interests therein) in any member state of the EEA (a “*Member State*”) that has implemented the Prospectus Directive (each, a “*Relevant Member State*”) must be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Covered Bonds (or beneficial interests therein). Accordingly, any person making or intending to make an offer of Covered Bonds (or beneficial interests therein) in that Relevant Member State may only do so in circumstances in which no obligation arises for the Issuer or any Arranger or Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Arranger or Dealer has authorised, nor do they authorise, the making of any offer of Covered Bonds (or beneficial interests therein) in circumstances in which an obligation arises for the Issuer or any Arranger or Dealer to publish or supplement a prospectus for such offer.

In making an investment decision, investors must rely upon their own examination of the Issuer and the terms of the Covered Bonds (or beneficial interests therein) being offered, including the merits and risks involved. The Covered Bonds have not been approved or disapproved by the United States Securities and Exchange Commission (the “*SEC*”) or any other securities commission or other regulatory authority in the United States and, other than the approvals of the CMB and the Central Bank of Ireland described herein, have not been approved or disapproved by any other securities commission or other regulatory authority in Turkey or any other jurisdiction, nor have the foregoing authorities (other than the Central Bank of Ireland to the extent described herein) approved this Base Prospectus or confirmed the accuracy or determined the adequacy of the information contained in this Base Prospectus. Any representation to the contrary might be unlawful.

None of the Arrangers, the Dealers, the Issuer or any of their respective counsel or other representatives makes any representation to any actual or potential investor in the Covered Bonds regarding the legality of its investment under any Applicable Law. Any investor in the Covered Bonds should ensure that it is able to bear the economic risk of an investment in the Covered Bonds for an indefinite period of time.

The Covered Bonds might not be a suitable investment for all investors. Each potential investor in the Covered Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (a) has sufficient knowledge and experience to make a meaningful evaluation of the applicable Covered Bonds, the merits and risks of investing in such Covered Bonds and the information contained in (including incorporated by reference into) this Base Prospectus or any applicable supplement hereto,

- (b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the applicable Covered Bonds and the impact its investment in such Covered Bonds will have on its overall investment portfolio,

- (c) has sufficient financial resources and liquidity to bear all of the risks of an investment in the applicable Covered Bonds, including Covered Bonds with principal or interest payable in one or more currency(ies) or where the currency for principal or interest payments is different from the potential investor’s currency,

- (d) understands thoroughly the terms of the applicable Covered Bonds and is familiar with the behaviour of financial markets, and

(e) is able to evaluate possible scenarios for economic, interest rate and other factors that might affect its investment in the Covered Bonds and its ability to bear the applicable risks.

Legal investment considerations might restrict certain investments. The investment activities of certain investors are subject to Applicable Laws or to review or regulation by certain authorities. Each potential investor in the Covered Bonds should consult its legal advisers to determine whether and to what extent: (a) Covered Bonds (or beneficial interests therein) are legal investments for it, (b) Covered Bonds (or beneficial interests therein) can be used as collateral for various types of borrowing and (c) other restrictions apply to its purchase or pledge of any Covered Bonds (or beneficial interests therein). Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of their investments in the Covered Bonds under any applicable risk-based capital or other rules.

Covered Bonds are complex financial instruments. Sophisticated investors generally do not purchase complex financial instruments as stand-alone investments but rather as a way to reduce risk or enhance yield with an understood, measured and appropriate addition of risk to their overall portfolios.

The Issuer has obtained the CMB approval (dated 19 April 2017 No. 12233903-942.01.03-E.5033 (the “*CMB Approval*”)) required for the issuance of Covered Bonds under the Programme. The maximum mortgage covered bond amount that the Bank can issue under the CMB Approval is €2,000,000,000 (or its equivalent in other currencies) in aggregate. It should be noted that, regardless of the outstanding Covered Bond amount or the amount permitted to be issued under the Programme, unless the Bank obtains new approval(s) from the CMB, the aggregate mortgage covered bond amount to be issued under such approval cannot exceed such approved amount. In addition to the CMB Approval, but only to the extent (and in the form) required by Applicable Law, an approval of the CMB in respect of each Tranche of Covered Bonds will be required to be obtained from the CMB prior to the issue date (for each Tranche, its “*Issue Date*”) of such Tranche of Covered Bonds, which date will be specified in the applicable Final Terms. The Issuer will maintain or obtain (as applicable) all authorisations and approvals of the CMB necessary for its offer, sale and issue of Covered Bonds under the Programme. Consequently, the scope of the CMB Approval might be amended and/or new approvals from the CMB might be obtained from time to time.

Pursuant to the CMB Approval, the offer, sale and issue of Covered Bonds under the Programme has been authorised and approved in accordance with Decree 32 on the Protection of the Value of the Turkish Currency (as amended from time to time, “*Decree 32*”), the Capital Markets Law, the Debt Instruments Communiqué No. VII-128.8 issued by the CMB (as amended from time to time, the “*Debt Instruments Communiqué*”) and the Communiqué on Covered Bonds No. III-59.1 issued by the CMB (as amended from time to time, the “*Covered Bonds Communiqué*”) or its related legislation or regulations.

In addition, in accordance with the CMB Approval, the Covered Bonds (or beneficial interests therein) may only be offered or sold outside of Turkey. Notwithstanding the foregoing, pursuant to the Banking Regulation and Supervision Agency of Turkey (*Bankacılık Düzenleme ve Denetleme Kurumu*) (the “*BRSA*”) decisions dated 6 May 2010 (No. 3665) and 30 September 2010 (No. 3875) and in accordance with Decree 32, residents of Turkey: (a) in the secondary markets only, may purchase or sell Covered Bonds (or beneficial interests therein) denominated in a currency other than Turkish Lira in offshore transactions on an unsolicited (reverse inquiry) basis, and (b) in both the primary and secondary markets, may purchase or sell Covered Bonds (or beneficial interests therein) denominated in Turkish Lira in offshore transactions on an unsolicited (reverse inquiry) basis; *provided that*, for each of clauses (a) and (b), such purchase or sale is made through licensed banks or licensed brokerage institutions authorised pursuant to BRSA and/or CMB regulations and the purchase price is transferred through licensed banks authorised under BRSA regulations. As such, Turkish residents should use such licensed banks or licensed brokerage institutions while purchasing Covered Bonds (or beneficial interests therein) and transfer the purchase price through such licensed banks.

Monies paid for the purchase of Covered Bonds are not protected by the insurance coverage provided by the Savings Deposit Insurance Fund of Turkey (*Tasarruf Mevduatı Sigorta Fonu*) (the “*SDIF*”).

The Issuer is required to notify Central Registry Agency (*Merkezi Kayıt Kuruluşu A.Ş.*) (trade name: Central Registry İstanbul (*Merkezi Kayıt İstanbul*)) (“*Central Registry İstanbul*”) within three İstanbul business days from the applicable Issue Date of a Tranche of Covered Bonds of the amount,

Issue Date, ISIN code (if any), interest commencement date, maturity date, interest rate, name of the custodian and currency of such Covered Bonds and the country of issuance.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Some statements in this Base Prospectus might be deemed to be forward-looking statements. Forward-looking statements include (without limitation) statements concerning the Issuer's plans, objectives, goals, strategies, future operations and performance and the assumptions underlying these forward-looking statements. When used in this Base Prospectus, the words "anticipates," "estimates," "expects," "believes," "intends," "plans," "aims," "seeks," "may," "might," "will," "should" and any similar expressions generally identify forward-looking statements. These forward-looking statements are contained in the sections entitled "*Risk Factors*," "*The Group and its Business*" and other sections of this Base Prospectus and include, but are not limited to, statements regarding:

- strategy and objectives,
- trends affecting the Group's results of operations and financial condition,
- asset portfolios,
- loan loss reserves,
- capital spending,
- legal proceedings, and
- the Group's potential exposure to market risk and other risk factors.

Forward-looking statements involve risks, uncertainties and assumptions. Actual results might differ materially from those expressed in these forward-looking statements.

The Issuer has identified certain of the risks inherent in these forward-looking statements and these are set out under "*Risk Factors*."

The Issuer has based these forward-looking statements on the current view of its management with respect to future events and financial performance. Although the Issuer's management believes that the expectations, estimates and projections reflected in the forward-looking statements in this Base Prospectus are reasonable as of the date hereof, if one or more of the risks or uncertainties described herein materialise(s), or if any of the Issuer's underlying assumptions prove to be incomplete or inaccurate, then the Issuer's actual results of operation might vary from those expected, estimated or predicted and those variations might be material.

There might be other risks, including some risks of which the Issuer is unaware, that could adversely affect the Group's results, the Covered Bonds or the accuracy of forward-looking statements in this Base Prospectus. Therefore, potential investors should not consider the factors discussed under "*Risk Factors*" to be a complete discussion of all potential risks or uncertainties of investing in the Covered Bonds.

Potential investors should not place undue reliance upon any forward-looking statements. Any forward-looking statements contained in this Base Prospectus speak only as of the date of this Base Prospectus. Without prejudice to any requirements under Applicable Laws, the Issuer expressly disclaims any obligation or undertaking to disseminate after the date of this Base Prospectus any updates or revisions to any forward-looking statements contained herein to reflect any change in expectations thereof or any change in events, conditions or circumstances on which any such forward-looking statement is based.

U.S. INFORMATION

This Base Prospectus might be submitted on a confidential basis in the United States to a limited number of "qualified institutional buyers" ("*QIBs*") within the meaning of Rule 144A under the Securities Act ("*Rule 144A*") and "accredited investors" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) that are institutions ("*Institutional Accredited Investors*") for informational use solely

in connection with the consideration of an investment in certain Covered Bonds issued under the Programme. Its use for any other purpose in the United States or by any U.S. person is not authorised.

Covered Bonds in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to United States persons except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended (the “Code”) and the regulations promulgated thereunder.

Covered Bonds (or beneficial interests therein) may be offered or sold within the United States or to, or for the account or benefit of, U.S. persons only if such U.S. persons are either QIBs or Institutional Accredited Investors, in either case in registered form and in transactions exempt from registration under the Securities Act in reliance upon Rule 144A, Section 4(a)(2) of the Securities Act or any other applicable exemption. Each investor in Covered Bonds that is a U.S. person or is in the United States is hereby notified that the offer and sale of any Covered Bonds (or beneficial interests therein) to it might be being made in reliance upon the exemption from the registration requirements of Section 5 of the Securities Act provided by Rule 144A, Section 4(a)(2) of the Securities Act or (in certain limited circumstances) Regulation S.

Purchasers of Definitive IAI Registered Covered Bonds (as defined herein) will be required to execute and deliver an IAI Investment Letter (as defined in “*Subscription and Sale and Transfer and Selling Restrictions – Transfer Restrictions*”). Each investor in an IAI Registered Covered Bond, a Rule 144A Global Covered Bond or any Covered Bonds issued in registered form in exchange or substitution therefor (together “*Legended Covered Bonds*”) will be deemed, by its acceptance or purchase of any such Legended Covered Bonds (or beneficial interests therein), to have made certain representations and agreements as set out in “*Subscription and Sale and Transfer and Selling Restrictions*.”

AVAILABLE INFORMATION

To permit compliance with Rule 144A in connection with any resales or other transfers of Covered Bonds (or beneficial interests therein) that are “restricted securities” within the meaning of the Securities Act, the Issuer has undertaken in a deed poll dated the Programme Closing Date (the “*Deed Poll*”) to furnish, upon the request of a holder of such Covered Bonds (or any beneficial interest therein), to such holder or to a prospective purchaser designated by such holder, the information required to be delivered under Rule 144A(d)(4) under the Securities Act if, at the time of the request, any of the Covered Bonds (or beneficial interests therein) to be transferred remain outstanding as “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act and the Issuer is neither a reporting company under Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder.

IMPORTANT - EEA RETAIL INVESTORS

If the Final Terms in respect of any Covered Bonds includes a legend entitled “Prohibition of sales to EEA Retail Investors,” then such Covered Bonds (or beneficial interests therein) are not intended, from 1 January 2018, to be offered, sold or otherwise made available to (and, with effect from such date, should not be offered, sold or otherwise made available to) any retail investor in the EEA (each, an “*EEA Retail Investor*”). For these purposes, a retail investor means a person who is one (or more) of: (a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (“*MiFID II*”), (b) a customer within the meaning of Directive 2002/92/EC (the “*IMD*”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II, or (c) not a qualified investor as defined in the Prospectus Directive. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the “*PRIIPs Regulation*”) for offering or selling the Covered Bonds (or beneficial interests therein) or otherwise making them available to EEA Retail Investors has been prepared and, therefore, offering or selling the Covered Bonds (or beneficial interests therein) or otherwise making them available to any EEA Retail Investors might be unlawful under the PRIIPs Regulation.

STABILISATION

In connection with the issue of any Tranche of Covered Bonds, the Dealer(s) (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms might over-allot Covered Bonds or effect transactions with a view to supporting the market

price of the Covered Bonds at a level higher than that which might otherwise prevail; *however*, stabilisation might not necessarily occur. Any stabilisation action or over-allotment might begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Covered Bonds is made and, if begun, might cease at any time, but it must end no later than the earlier of 30 days after the Issue Date of the relevant Tranche of Covered Bonds and 60 days after the date of the allotment of the relevant Tranche of Covered Bonds. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all Applicable Laws. Notwithstanding anything herein to the contrary, the Issuer may not (whether through over-allotment or otherwise) issue more Covered Bonds than have been approved by the CMB or are permitted under the Programme.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

Presentation of Financial Information

The Bank maintains its books and prepares its statutory financial statements in Turkish Lira in accordance with the BRSA's accounting and reporting regulations, which include the Regulation on Accounting Policies for Banks and Safeguarding of Documents, published in the Official Gazette No. 26333 dated 1 November 2006, other regulations on accounting records of banks published by the Banking Regulation and Supervision Board (the "BRSB"), circulars and pronouncements published by the BRSA and requirements of the Turkish Auditing Standards for the matters not regulated by the aforementioned regulations (together, the "BRSA Accounting and Reporting Regulations").

The Bank's consolidated and unconsolidated annual statutory financial statements as of and for the years ended 31 December 2014, 2015 and 2016 (including any notes thereto and the independent auditor's report thereon, the "BRSA Financial Statements") have been prepared and presented in accordance with the BRSA Accounting and Reporting Regulations. It is important to note that the consolidated BRSA Financial Statements are prepared with inclusion of only financial subsidiaries whereas other equity participations are included as noted in the following paragraph. The Bank's foreign affiliates maintain their books of account and prepare their financial statements in accordance with the generally accepted accounting principles and the related legislation applicable in the countries in which they operate.

The BRSA Financial Statements are prepared on a historical cost basis except for: (a) financial assets at fair value through profit or loss (including financial assets held for trading), financial assets available-for-sale, derivative financial instruments, real estate that is held for the Group's own use and used for investment purposes, equity shares that are traded in an active market (*i.e.*, a stock exchange), which are recorded with their market prices, and equity shares that are not traded in an active market, which are recorded on a historical cost basis less impairment, and (b) loans, investments categorised as held-to-maturity and other financial assets, which are, in each case, presented at amortised cost.

The BRSA Financial Statements as of and for the year ended 31 December 2014 have been audited by Akis Bağımsız Denetim ve Serbest Muhasebeci Mali Müşavirlik A.Ş. (the Turkish member firm of KPMG International Cooperative, a Swiss entity) ("KPMG") in accordance with the Regulation on Authorisation and Activities of Institutions to Perform Independent Audit of Banks, as published in the Official Gazette No. 26333 dated 1 November 2006 and the Independent Standards on Auditing, which are a component of the Turkish Auditing Standards published by the Public Oversight, Accounting and Auditing Standards Authority (*Kamu Gözetimi Muhasebe ve Denetim Standartları Kurumu*) ("POA").

The BRSA Financial Statements as of and for the years ended 31 December 2015 and 2016 have been audited by KPMG in accordance with the Regulation on Independent Audit of Banks as published in the Official Gazette No. 29314 dated 2 April 2015 by the BRSA and the Independent Standards on Auditing, which are a component of the Turkish Accounting Standards published by the POA.

See KPMG's reports incorporated by reference into this Base Prospectus. According to Turkish laws, the Bank is required to rotate its external auditors every seven years. KPMG was appointed as the Bank's external auditors as of 17 December 2009 for three years starting with fiscal year 2010, as of 29 March 2013 KPMG was appointed for three additional years (*i.e.*, for the financial years of 2013, 2014 and 2015), and as of 28 March 2016 KPMG was appointed for one further year. On 18 October 2016, the Bank's Board of Directors resolved to submit the appointment of Güney Bağımsız Denetim ve Serbest Muhasebeci Mali Müşavirlik A.Ş. (a member firm of Ernst & Young Global Limited) ("Ernst & Young") as the Bank's external auditors for a period of three years (including the years 2017, 2018 and 2019) for the approval of the General Assembly. In the General Assembly meeting held on 31 March 2017, the Bank's shareholders approved the appointment of Ernst & Young. See "Risk Factors – Risks relating to the Group and its Business – Audit Qualification."

Unless otherwise indicated, the financial information presented herein is based upon the BRSA Financial Statements incorporated by reference herein and have been extracted from the BRSA Financial Statements without material adjustment. The BRSA Financial Statements incorporated by reference into this Base Prospectus, all of which are in English, were prepared as convenience translations of the Turkish language BRSA Financial Statements (which translations the Bank confirms were direct and accurate). The English language BRSA Financial Statements incorporated by reference herein were not prepared for the purpose of their inclusion in this Base Prospectus.

While neither the Bank nor the Group is required by law to prepare its accounts under any accounting standards other than according to the BRSA Accounting and Reporting Regulations, including under International Financial Reporting Standards (“IFRS”), the Bank’s management has elected to publish audited annual (consolidated and unconsolidated) and unaudited semi-annual (consolidated only) financial statements that have been prepared in accordance with IFRS, with the most recent such audited financial statements being the Group’s IFRS financial statements for the fiscal year ended 31 December 2015. IFRS financial statements are not used for any regulatory purposes and the Bank’s management uses the BRSA Financial Statements and the BRSA Accounting and Reporting Regulations for the management of the Bank and communications with investors. While the information in this Base Prospectus is based upon the BRSA Financial Statements, the Group’s IFRS audited financial statements as of and for the years ended 31 December 2014 and 2015 (the “IFRS Financial Statements”) have been incorporated herein by reference.

The Bank utilises several internal definitions of small and medium-sized enterprise (“SME”) based upon criteria including annual turnover, credit limits and/or average assets under management, among others; *however*, with respect to certain published financial information concerning SMEs, the Bank uses the BRSA definition of SME (the “BRSA SME Definition”) in order to render such data comparable to that of other Turkish banks.

The Bank utilises several internal definitions of corporate customers based upon criteria including annual sales and/or credit limits, among others; *however*, with respect to certain published financial information concerning corporate customers, the Bank defines corporate customers as those companies that are larger than SMEs (in terms of annual turnover, total assets or number of employees) as defined by the BRSA SME Definition in order to render such data comparable to that of other Turkish banks (the “Corporate Definition”).

Certain figures included in, or incorporated by reference into, this Base Prospectus have been subject to rounding adjustments (*e.g.*, certain U.S. Dollar amounts have been rounded to the nearest million). Accordingly, figures shown for the same category presented in different tables might vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

Unless otherwise indicated, the sources for statements and data concerning the Bank and its business are based upon best estimates and assumptions of the Bank’s management. Management believes that these assumptions are reasonable and that its estimates have been prepared with due care. The data concerning the Bank included herein, whether based upon external sources or based upon the Bank’s internal research, constitute the best current estimates of the information described.

The contents of any website referenced herein do not form part of (and are not incorporated into) this Base Prospectus.

Accounting Policy Changes

Accounting policy change regarding real estate classified under tangible assets. As of the third quarter of 2015, the Group changed its accounting policy for real estate that is classified under tangible assets from the historical cost method, which was applied in accordance with TAS 16 (Property, Plant and Equipment), to the revaluation method for real estate that is held for the Group’s own use.

Investment property accounting policy change. As of the third quarter of 2015, the Group changed its accounting policy for investment property from the historical cost method (*i.e.*, acquisition costs *minus* accumulated depreciation and impairment) to the fair value method, which is applied in accordance with TAS 40 (Investment Property). According to TAS 8 (Accounting Policies, Changes in Accounting Estimates and Errors), the Group applied the accounting policy change retrospectively and restated certain financial information for 2014.

The table below sets out the adjustments to certain financial information of the Group for 2014:

As of 31 December 2014

	Reported	Adjustments	Restated
	(TL thousands, except where indicated)		
Assets			
Tangible Assets ⁽¹⁾	2,386,849	(3,161)	2,383,688
Investment Property.....	1,387,651	1,310,661	2,698,312
Deferred Tax Asset.....	637,937	(10,701)	627,236
Liabilities			
Deferred Tax Liability.....	1,882	4,694	6,576
Prior Year's Profit/Loss.....	(648,918)	540,777	(108,141)
Current Year Profit/Loss.....	3,351,828	171,891	3,523,719
Minority Shares.....	3,506,147	579,437	4,085,584
Income Statement			
Other Operating Income.....	4,836,167	273,813	5,109,980
Other Operating Expenses.....	9,515,404	(16,026)	9,499,378
Deferred Tax Income.....	287,857	(1,458)	286,399
Net Period Profit/Loss.....	3,732,036	288,381	4,020,417
Group's Profit/Loss.....	3,351,828	171,891	3,523,719
Minority Shares.....	380,208	116,490	496,698
Earnings Per Share ⁽²⁾	0.029793431	0.001527889	0.031321320

(1) The effect of reclassification of costs related to real estate that is held for the Group's own use to tangible assets in the financial statements.

(2) Presented in Turkish Lira, instead of thousands of Turkish Lira.

Due to the accounting policy changes, the BRSA Financial Statements for 2015 include certain restatements of the financial information presented in the BRSA Financial Statements for 2014.

Alternative Performance Measures

To supplement the Bank's consolidated and unconsolidated financial statements presented in accordance with the BRSA Accounting and Reporting Regulations, the Bank uses certain ratios and measures included in this Base Prospectus that might be considered to be "alternative performance measures" (each an "APM") as described in the ESMA Guidelines on Alternative Performance Measures (the "ESMA Guidelines") published by the European Securities and Markets Authority on 5 October 2015. The ESMA Guidelines provide that an APM is understood as "a financial measure of historical or future financial performance, financial position, or cash flows, other than a financial measure defined or specified in the applicable financial reporting framework." The ESMA Guidelines also note that they do not apply to APMs: "disclosed in accordance with applicable legislation, other than the applicable financial reporting framework, that sets out specific requirements governing the determination of such measures."

The APMs included in this Base Prospectus are not alternatives to measures prepared in accordance with the BRSA Accounting and Reporting Regulations and might be different from similarly titled measures reported by other companies. The Bank's management believes that this information, when considered in conjunction with measures reported under the BRSA Accounting and Reporting Regulations, is useful to investors because it provides a basis for measuring the organic operating performance in the periods presented and enhances investors' overall understanding of the Group's financial performance. In addition, these measures are used in internal management of the Group, along with financial measures reported under the BRSA Accounting and Reporting Regulations, in measuring the Group's performance and comparing it to the performance of its competitors. In addition, because the Group has historically reported certain APMs to investors, the Bank's management believes that the inclusion of APMs in this Base Prospectus provides consistency in the Group's financial reporting and thus improves investors' ability to assess the Group's trends and performance over multiple periods. APMs should not be considered in isolation from, or as a substitute for, financial information presented in compliance with the BRSA Accounting and Reporting Regulations.

For the Group, measures that might be considered to be APMs in this Base Prospectus (and that are not defined or specified by the BRSA Accounting and Reporting Regulations, IFRS or any other legislation applicable to the Bank) include (without limitation) the following (such terms being used in this Base Prospectus as defined below):

cash loan-to-deposit ratio: As of a particular date, this is: (a) the total amount of cash loans excluding non-performing loans ("NPLs") as of such date *divided by* (b) total deposits as of such date.

cost to average total assets: For a particular period, this is: (a) total operating expenses excluding insurance expenses for such period *as a percentage of* (b) average total assets for such period.

cost-to-income ratio: For a particular period, this is: (a) the cost, which is the total operating expenses excluding insurance expenses and impairment losses, net, for such period *as a percentage of* (b) the income, which is calculated as the total operating income for such period *minus* insurance expenses for such period.

coverage ratio: For a particular period, this is: (a) specific provisions as of such date *divided by* (b) NPLs as of such date.

free capital ratio: For a particular period, this is: (a) total shareholders' equity *minus* fixed assets, investment property, investments in equity participations and net NPLs *divided by* (b) average total assets.

gross operating income: For a particular period, this is the sum of interest income, fees and commissions received, dividend income, trading income/loss and other operating income for such period with no deductions for interest expense or fee and commission expense.

liquid asset ratio: As of a particular date, this is: (a) the Group's total amount of cash and balances with banks, money market placements, trading securities portfolio and available-for-sale securities as of such date *divided by* (b) the Group's total assets as of such date.

net interest margin: For a particular period, this is: (a) the Bank-only net interest income (excluding interest from the Central Bank on reserves held thereat) for such period (and, when calculating for an interim period, the figure is annualised by multiplying the Bank-only net interest income for the indicated period of such year by (12 *divided by* the number of months in such period) *divided by* (b) the Bank-only quarterly average interest-earning assets (excluding reserves held at the Central Bank). The "quarterly average" interest-earning assets for a period are calculated by averaging the amount of interest-earning assets as of the balance sheet date immediately prior to the commencement of such period (e.g., for any year, 31 December of the previous year) and each intervening quarter-end date (i.e., 31 March, 30 June, 30 September and 31 December, as applicable). For annualised figures calculated for a year, there can be no guarantee, and the Bank does not represent or predict, that actual results for the full year will equal or exceed the annualised figure and actual results might vary materially.

NPL ratio: As of a particular date, this is: (a) NPLs as of such date *as a percentage of* (b) the aggregate amount of loans and receivables (performing) and NPLs as of such date.

return on average shareholders' equity: For a particular period, this is: (a) the net income (when calculated for the Group, excluding non-controlling interest) for such period (and, when calculating for an interim period, the figure is annualised by multiplying the net income for the indicated period of such year by (12 *divided by* the number of months in such period) *as a percentage of* (b) average shareholders' equity (determined on a quarterly basis) for such period. For annualised figures calculated for a year, there can be no guarantee, and the Bank does not represent or predict, that actual results for the full year will equal or exceed the annualised figure and actual results might vary materially.

return on average total assets: For a particular period, this is: (a) the net income for such period (and, when calculating for an interim period, the figure is annualised by multiplying the net income for the indicated period of such year by (12 *divided by* the number of months in such period) *as a percentage of* (b) average total assets (determined on a quarterly basis) for such period. For annualised figures calculated for a year, there can be no guarantee, and the Bank does not represent or predict, that actual results for the full year will equal or exceed the annualised figure and actual results might vary materially.

The following are definitions of certain terms that are used in the calculations of the APMs listed above (such terms as so defined above having the same meaning when used elsewhere in this Base Prospectus):

average interest-earning assets: For a particular period, this is, for the purpose of the calculation of "net interest margin," the sum of the quarterly averages of loans and receivables (performing), total securities portfolio, banks and money market placements calculated by averaging the amount of interest-earning assets as of the balance sheet date immediately prior to the commencement of such

period (*i.e.*, for any year, 31 December of the previous year) and each intervening quarter-end date (*i.e.*, 31 March, 30 June, 30 September and 31 December, as applicable).

average shareholders' equity: For a particular period, unless stated otherwise, this is calculated by averaging the amount of shareholders' equity (when calculated for the Group, excluding non-controlling interest) as of the balance sheet date immediately prior to the commencement of such period (*e.g.*, for any year, 31 December of the previous year) and each intervening quarter-end date (*i.e.*, 31 March, 30 June, 30 September and 31 December, as applicable) or year-end date, as applicable.

average total assets: For a particular period, unless stated otherwise, this is calculated by averaging the amount of total assets as of the balance sheet date immediately prior to the commencement of such period (*e.g.*, for any year, 31 December of the previous year) and each intervening quarter-end date (*i.e.*, 31 March, 30 June, 30 September and 31 December, as applicable) or year-end date, as applicable.

Currency Presentation and Exchange Rates

In this Base Prospectus, all references to:

- “U.S. Dollars,” “US\$” and “\$” refer to United States Dollars,
- “Turkish Lira” and “TL” refer to the lawful currency for the time being of Turkey,
- “Sterling” and “£” refer to British Pounds Sterling, and
- “euro” and “€” refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

No representation is made that the Turkish Lira or U.S. Dollar amounts in this Base Prospectus could have been or could be converted into U.S. Dollars or Turkish Lira, as the case may be, at any particular rate or at all. For a discussion of the effects on the Group of fluctuating exchange rates, see “*Risk Factors - Risks relating to the Group and its Business - Foreign Exchange and Currency Risk.*”

Certain Defined Terms, Conventions and Other Considerations in Relation to the Presentation of Information in this Base Prospectus

Capitalised terms that are used but not defined in any particular section of this Base Prospectus have the meaning attributed thereto in “*Terms and Conditions of the Covered Bonds*” or any other section of this Base Prospectus.

In this Base Prospectus, “Bank” means Türkiye İş Bankası A.Ş. on a standalone basis and “Group” means the Bank and its subsidiaries (and, with respect to consolidated accounting information, entities that are consolidated into the Bank).

In this Base Prospectus, any reference to Euroclear Bank SA/NV (“Euroclear”), Clearstream Banking S.A. (“Clearstream, Luxembourg”) and/or the Depository Trust Company (“DTC” and, with Euroclear and Clearstream, Luxembourg, the “Clearing Systems”) shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer and the Fiscal Agent.

Certain figures and percentages included in this Base Prospectus have been subject to rounding adjustments and, accordingly, figures shown in the same category presented in different tables might vary slightly and figures shown as totals in certain tables might not be an arithmetic aggregation of the figures that precede them.

In this Base Prospectus, all average balance sheet amounts are derived from the average of the opening and closing balances for the applicable period except to the extent specifically set forth herein.

All of the information contained in this Base Prospectus concerning the Turkish market and the Bank’s competitors has been obtained (and extracted without material adjustment) from publicly available information. Certain information under the heading “*Book-Entry Clearance Systems*” has been extracted from information provided by the Clearing Systems referred to therein. Where third-party information has been used in this Base Prospectus, the source of such information has been identified. The Bank confirms that all such information has

been accurately reproduced and, so far as it is aware and is able to ascertain from the relevant published information, no facts have been omitted that would render the reproduced information inaccurate or misleading. Without prejudice to the generality of the foregoing statement, third-party information in this Base Prospectus, while believed to be reliable, has not been independently verified by the Bank or any other party.

The language of this Base Prospectus is English. Certain legal references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under Applicable Laws. In particular, but without limitation, the titles of Turkish legislation and regulations and the names of Turkish institutions referenced herein have been translated from Turkish into English. The translations of these titles and names are direct and accurate.

“*Applicable Law*” means, as to any person, any law, executive order, decree, treaty, rule or regulation or determination of an arbitrator or a court or other governmental authority, in each case applicable to or binding upon such person and/or any of its property or to which such person and/or any of its property is subject.

All data relating to the Turkish banking sector in this Base Prospectus have been obtained from the BRSA’s website at www.bddk.org.tr, the Turkish Banks Association’s (*Türkiye Bankalar Birliği*) (the “*Turkish Banks Association*”) website at www.tbb.org.tr or the website of the Interbank Card Centre (*Bankalararası Kart Merkezi*) at <http://bkm.com.tr>, and all data relating to the Turkish economy, including statistical data, have been obtained from the website of the Turkish Statistical Institute (*Türkiye İstatistik Kurumu*) (“*TurkStat*”) at www.turkstat.gov.tr, the website of the Central Bank of Turkey (*Türkiye Cumhuriyet Merkez Bankası*) (the “*Central Bank*”) at www.tcmb.gov.tr, the website of the Undersecretariat of Treasury of Turkey (the “*Turkish Treasury*”) at www.hazine.gov.tr or the website of the European Central Bank (“*ECB*”) at www.ecb.int. Such data have been extracted from such websites without material adjustment but might not appear in the exact same form on such websites or elsewhere. Such websites do not, and should not be deemed to constitute a part of, or be incorporated into, this Base Prospectus.

In the case of the presented statistical information, similar statistics might be obtainable from other sources, although the underlying assumptions and methodology, and consequently the resulting data, might vary from source to source. Where information has been sourced from a third party, such publications generally state that the information they contain has been obtained from sources believed to be reliable but that the accuracy and completeness of such information is not guaranteed.

Information regarding the Bank’s shareholders (including ownership levels and agreements) in this Base Prospectus has been based upon public filings and announcements by such shareholders.

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RISK FACTORS

An investment in the Covered Bonds involves risk. Investors in the Covered Bonds assume the risk that the Issuer might become insolvent or otherwise be unable to make all payments due in respect of the Covered Bonds. There is a wide range of factors that individually or together could result in the Issuer becoming unable to make all payments due in respect of the Covered Bonds. It is not possible to identify all such factors or to determine which factors are most likely to occur as the Issuer might not be aware of all relevant factors and certain factors that it currently deems not to be material might become material as a result of the occurrence of future events of which the Issuer does not have knowledge as of the date of this Base Prospectus. The Issuer has identified in this Base Prospectus a number of factors that could materially adversely affect its ability to make payments due under the Covered Bonds.

In addition, factors that are material for the purpose of assessing the market risks associated with the Covered Bonds are also described below.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision relating to the Covered Bonds as these risk factors cannot be deemed complete. Prospective investors should consult with an appropriate professional adviser to make their own legal, tax, accounting and financial evaluation of the merits and risks of investments in the Covered Bonds.

Factors that might affect the Issuer's ability to fulfil its obligations under the Covered Bonds

The following is a description of the principal risks associated with the Covered Bonds and the Group's business as of the date of this Base Prospectus; *however*, the Bank does not represent that the risks set out in the statements below are exhaustive or that other risks might not arise in the future.

Political, Economic and Legal Risks relating to Turkey

Emerging Market Risks – The Group is subject to risks associated with doing business in Turkey

The Group operates predominantly in Turkey and derives the majority of its revenue from its operations in Turkey. Moreover, to a large extent, its international operations provide services to Turkish individuals and Turkish companies operating internationally. As a result, the Group's business, results of operations, financial condition and prospects are significantly affected by the overall level of economic activity and political stability in Turkey. Despite Turkey undergoing significant political and economic reform in recent years that increased stability and led to economic growth, Turkey is still considered by international investors to be an emerging market. Emerging markets are subject to greater risks than more developed markets and financial turmoil in any emerging market (or global markets generally) could disproportionately disrupt business in such markets as well as causing the price of the Covered Bonds to suffer.

Turkey's economy remains vulnerable to external shocks, including global economic weakness. Although Turkey's growth dynamics are to some extent dependent upon domestic demand, Turkey is also dependent upon foreign trade and, thus, a significant decline in the economic growth of any of Turkey's major trading partners, such as the EU, could have an adverse impact on Turkey's balance of trade and adversely affect Turkey's economic growth. In 2016, exports to the EU increased by 6.8% in U.S. Dollar terms (source: *Turkstat*). Regional conflicts and sanctions implemented by Russia against Turkey as a result of the conflict in Syria have negatively affected Turkey's exports, with its exports to its neighbouring countries in the south falling significantly. See "*Terrorism and Conflicts*" below. While diversification in the export markets has partially offset the negative impact of declines in demand from certain countries, the EU remains Turkey's largest export market. A decline in demand for imports from the EU, including the United Kingdom as a result of the majority's vote to leave the EU, Russia or neighbouring countries could have a material adverse effect on Turkish exports and Turkey's economic growth and result in an increase in Turkey's current account deficit.

Investors' interest in Turkey might be negatively affected by events in other emerging markets or the global economy in general (for example, volatility in the emerging markets, monetary policies in the United States and the eurozone, continued violence in Syria and Iraq or a slowdown in China's growth). In December 2015, the U.S. Federal Reserve raised the U.S. federal funds rate by 0.25%. This initial step towards normalisation reduced some volatility, permitting the Turkish Lira and certain other emerging market currencies to appreciate. The Turkish Lira depreciated against the U.S. Dollar by 21.5% on a nominal basis between 31 December 2015 and 30 December 2016 reaching its then-lowest level against the U.S. Dollar mainly due to

the uncertainty resulting from the domestic political developments (see “-Political Developments”), the result of the presidential election in the United States and the expectation of a rate hike (and the actual rate hike on 14 December 2016) by the U.S. Federal Reserve. An increase in the perceived risks associated with investing in emerging economies could adversely affect the Turkish economy, and the investors’ interests in the Covered Bonds (and thus their market price) might be subject to fluctuations that might not necessarily be related to economic conditions in Turkey or the financial performance of the Group or the quality of the Cover Pool. In addition, because international investors’ reactions to the events occurring in one emerging market country sometimes appear to demonstrate a “contagion” effect, in which an entire region or class of investment is disfavoured by international investors, Turkey could be adversely affected by negative economic or financial developments in other emerging market countries. While the impact of the recent global financial crisis on Turkey was relatively limited, Turkey has been adversely affected by such contagion effects on a number of occasions in the past, including following the financial crises in 1994 and 2000 to 2001. Similar developments can be expected to affect the Turkish economy in the future, which might, in turn, have an adverse impact on the prices of obligations of Turkish capital markets issuances, including the Covered Bonds.

Political Developments – The Group’s business, financial condition and/or results of operations are subject to changes in the government and political environment

Negative changes in the government and political environment, including the inability of the Turkish government to devise or implement appropriate economic programmes, might adversely affect the stability of the Turkish economy and, in turn, the Group’s business, financial condition and/or results of operations. Unstable coalition governments have been common, and Turkey has had numerous, short-lived governments, with political disagreements frequently resulting in early elections, which has resulted in political and economic uncertainty.

Elections held on 7 June 2015 resulted in no party receiving a majority of the members of parliament. The parties with seats in parliament could not form a coalition within the period provided in the Turkish Constitution and, as a result, early elections were held on 1 November 2015. In this election, the Justice and Development Party (Adalet ve Kalkınma Partisi (“AKP”)) received approximately 49% of the vote and a significant majority of the members of the parliament, thus enabling it to form a single-party government. On 5 May 2016, the Central Executive Board of the AKP decided to hold an extraordinary convention on 22 May 2016, in which the AKP elected Mr. Binali Yıldırım as the new chairman of the AKP and the new prime minister of Turkey, replacing Mr. Ahmet Davutoğlu. The events surrounding future elections and/or the results of such elections could contribute to the volatility of Turkish financial markets and/or have an adverse effect on investors’ perception of Turkey, including with respect to the independence of Turkey’s financial institutions. Perceptions of political risk have also increased as a result of increased violence in Turkey (including relating to the terrorist attacks (see “-Terrorism and Conflicts”)), the AKP’s intention to create an executive presidency and media reporting. On 4 November 2016, several members of the Turkish parliament from the People’s Democratic Party (*Halkların Demokratik Partisi*) (*HDP*)), including its two co-leaders, were arrested.

On 15 July 2016, the Turkish government was subject to an attempted coup by a group within the Turkish army. The Turkish government and the Turkish security forces (including the Turkish army) took control of the situation in a short period of time and the ruling government remained in control. Following the coup attempt, there have been arrests of numerous individuals, including senior members of the military, police and judiciary, as well as restrictions of media outlets, suspensions, dismissals, travel bans and legal proceedings of and against police officers, public employees and members of the business community and journalism sector. As of the date of this Base Prospectus, investigations with respect to the attempted coup are on-going. There might be further arrests and actions taken by the government, including changes in policies and laws.

On 20 July 2016, the government declared a three month state of emergency in the country, entitling the government to exercise additional powers. Under Article 120 of the Turkish Constitution, in the event of serious indications of widespread acts of violence aimed at the destruction of the free democratic order, a state of emergency may be declared in one or more regions of, or throughout, the country for a period not exceeding six months; *however*, this period may be extended. The state of emergency has been extended three times for additional three month periods pursuant to Article 121 of the Turkish Constitution.

Further investigations and arrests and/or the continuation of the state of emergency might impact the ability of the Group’s customers to meet their obligations to the Group. Although the Bank’s operations were not materially affected by the attempted coup, the impact on political and social circumstances following the attempted coup, its aftermath (including rating downgrades of Turkey and the Bank) or any other political development might have a negative impact on the Turkish economy and institutions, the Bank’s and/or the

Group's business, result of operations and/or financial condition and/or the value and/or market price of an investment in the Covered Bonds.

In the referendum held on 16 April 2017, the majority of the votes cast approved proposed amendments to certain articles of the Turkish Constitution, including to extend the powers of the president, most of these amendments are expected to enter into force in November 2019. Accordingly (*inter alia*): (a) the current parliamentary system will be transformed into a presidential one, (b) the president will be entitled to be the head of a political party and to appoint the cabinet, (c) the office of the prime minister will be abolished, (d) the parliament's right to interpellate the cabinet members will be annulled and (e) the president will have increased powers over the selection of members of the Board of Judges and Prosecutors (currently the Supreme Board of Judges and Prosecutors (*Hakimler ve Savcılar Yüksek Kurulu*)).

There can be no assurance that the political situation in Turkey will not deteriorate. Furthermore, certain regulatory actions, investigations, allegations of past or current wrongdoing and similar actions might increase perceptions of political conflict or instability. Actual or perceived political instability in Turkey and/or other political circumstances (and related actions, rumours and/or uncertainties) might have a material adverse effect on the Group's business, financial condition and/or results of operations and/or on the market price of the Covered Bonds.

Turkish Economy – The Turkish economy is subject to significant macro-economic risks

As of 31 December 2016, approximately 95.5% (approximately 95.4% as of each of 31 December 2014 and 2015) of the Group's total assets were in Turkey and the majority of the Group's operations are in Turkey. As a result, the Group's business and results of operations are affected by general economic conditions in Turkey.

Since the early 1980s, the Turkish economy has undergone a transformation from a highly protected and regulated system to a more open market system. Although the Turkish economy has generally responded positively to this transformation, it has experienced severe macro-economic imbalances, including significant current account deficits and high levels of unemployment. While the Turkish economy has been significantly stabilised due, in part, to support from the International Monetary Fund, Turkey might experience a further significant economic crisis in the future, which might have a material adverse effect on the Group's business, financial condition and/or results of operations.

Since the implementation of fiscal and monetary measures in 2009, Turkey's GDP has been growing, albeit at low levels in recent years (source: Turkstat). In October 2016, the government announced a three year medium-term economic programme from 2017 to 2019. Under this programme, the government set growth targets of 4.4% for 2017 and 5.0% for each of 2018 and 2019, as well as a gradual decrease in the current account deficit-to-GDP ratio, according to the Ministry of Development. There can be no assurance that these targets will be reached, that the Turkish government will continue to implement its current and proposed economic and fiscal policies successfully or that the economic growth achieved in recent years will continue considering external and internal circumstances, including the Central Bank's efforts to curtail inflation and simplify monetary policy, the current account deficit and macroeconomic and political factors, such as changes in oil prices, uncertainty related with conflicts in Iraq and Syria (See “-*Terrorism and Conflicts*”) and the political developments in Turkey, including the failed coup attempt on 15 July 2016 and its aftermath and the uncertainty resulting from the referendum held on 16 April 2017, in which the majority of the votes cast approved the extension of the powers of the president (see “-*Political Developments*”). Any of these developments might cause Turkey's economy to experience macro-economic imbalances, which might impair the Group's business strategies and/or have a material adverse effect on the Group's business, financial condition and/or results of operations. For more details on recent developments in Turkey's economy, see “-*Global Financial Crisis and Eurozone Crisis*” below and the discussion of certain of the Central Bank's policies, “-*High Current Account Deficit*” below.

The Group's banking and other businesses are significantly dependent upon its customers' ability to make payments on their loans and meet their other obligations to the Group. If the Turkish economy suffers because of, among other factors, a reduction in the level of economic activity, depreciation of the Turkish Lira, inflation or an increase in domestic interest rates, then this might increase the number of the Group's customers who might not be able to repay loans when due or meet their other requirements to the Group, which would increase the Group's past due loan portfolio, require the Group to reserve additional specific provisions and reduce its net income and capital levels. In addition, a slowdown or downturn in the Turkish economy (including, in particular, any continued slowdown in economic growth or further foreign exchange volatility) would likely result in a decline in the demand for the Group's services and products. The tourism sector is

particularly impacted by lower economic activity due to geopolitical conditions, which might result in a deterioration of the Group's asset quality and higher levels of NPLs and, as a result, higher levels of provisioning. See "*-Terrorism and Conflicts.*" The occurrence of any or all of the above might have a material adverse effect on the Group's business, financial condition and/or results of operations.

Terrorism and Conflicts – Turkey and its economy are subject to internal and external unrest and the threat of terrorism

Turkey is located in a region that has been subject to ongoing political and security concerns, especially in recent years. Political uncertainty within Turkey and in certain neighbouring countries, such as Iran, Iraq, Georgia, Armenia and Syria, has historically been one of the potential risks associated with an investment in Turkish securities. In recent years, political instability has at times increased markedly in a number of countries in the Middle East, North Africa and Eastern Europe, such as Ukraine, Syria, Iraq, Libya, Tunisia, Jordan, Bahrain, Egypt and Yemen. Unrest in those countries might have political implications in Turkey or otherwise have a negative impact on the Turkish economy, including through both financial markets and the real economy. Such impacts could occur (*inter alia*) through a lower flow of foreign direct investment into Turkey, capital outflows and/or increased volatility in the Turkish financial markets. In addition, certain sectors of the Turkish economy (such as construction, iron and steel) have operations in (or are otherwise active in) the Middle East, North Africa and Eastern Europe and might experience material negative effects. Any of such circumstances could adversely affect the Group's business, financial condition and/or results of operations.

The ongoing conflict in Syria has been the subject of significant international attention and is inherently volatile, and its impact and resolution are difficult to predict. In early October 2012, Turkish territory was hit by shells launched from Syria, some of which killed Turkish civilians. On 4 October 2012, the Turkish Parliament authorised the government for one year to send and assign military forces in foreign countries should such action be considered appropriate by the government, which authorisation has been periodically extended. Elevated levels of conflict have arisen in Iraq and Syria as militants of the Islamic State of Iraq and Syria ("ISIS") seized control of areas in Iraq and Syria, which has caused a significant displacement of people. Turkey has been one of the countries that have taken a significant number of Syrian refugees, which has had, and might continue to have, a negative economic, political and social impact on Turkey. In March 2016, Turkey signed an agreement with the EU in an effort to control the irregular flow of refugees from Turkey to the EU; *however*, such agreement might not be implemented in accordance with its terms, if at all. In August and September 2014, a U.S.-led coalition began an anti-ISIS aerial campaign in northern Iraq and Syria. Recent developments in Iraq also raise concerns as Iraq is one of Turkey's largest export markets, ranking third in both 2015 and 2016 according to TurkStat. At the end of July 2015, Turkey joined the U.S.-led coalition and initiated air strikes against ISIS in Syria and against the People's Congress of Kurdistan (the "PKK") (an organisation that is listed as a terrorist organisation by states and organisations including Turkey, the EU and the United States) in northern Iraq. On 24 August 2016, Turkey began military operations in Syria in an effort to clear ISIS from the Turkish-Syrian border. These operations might lead to potential retaliation attacks by terrorist groups and additional security risks in Turkey. There is on-going tension in the region, which has been elevated following Iraq's 5 October 2016 request for a U.N. Security Council meeting to discuss the presence of Turkish troops in Northern Iraq.

In late 2015, Russian war planes started air strikes in Syria in support of the Syrian government. On 24 November 2015, Turkey shot down a Russian military aircraft near the Syrian border claiming a violation of Turkey's airspace, which has resulted in a deterioration in the relationship between Turkey and Russia and led to Russia implementing certain sanctions against Turkey; *however*, at the end of June 2016, the relationship between Turkey and Russia started to improve. On 19 December 2016, a Turkish policeman murdered the Russian ambassador to Turkey. While both Turkish and Russian leaders condemned the attack as a provocation aimed to undermine relations between the two countries, any deterioration of Turkey-Russia relations might have a material adverse effect on the Group's business, financial condition and/or results of operations and on the market price of the Covered Bonds.

In early 2014, political unrest and demonstrations in Ukraine led to a change in the national government. Escalating military activities in Ukraine and Russia's annexing of the Crimea combined with Ukraine's very weak economic conditions to create significant uncertainty in Ukraine and the global markets. In addition, the United States and the EU have implemented increasingly impactful sanctions against certain Russian entities, persons and sectors, including Russian financial, oil and defense companies, as a result of the conflict. While not directly impacting Turkey's territory, these disputes might materially negatively affect Turkey's economy, including through its impact on the global economy and the impact it might have on Turkey's access to Russian energy supplies.

Turkey has also experienced problems with domestic terrorist and ethnic separatist groups as well as other political unrest within its territory. Since July 2015, Turkey has been subject to a number of bombings by extremist groups, including ISIS and the PKK. Recent attacks have included attacks in tourist-focused and commercial centres in İstanbul, Ankara, Bursa, towns in the southeastern border of Turkey and various other towns, which have resulted in several casualties. In particular, Turkey has been in conflict for many years with the PKK. In July 2015, following a suicide bombing in a Turkish town bordering Syria, Turkey began air strikes against the PKK in northern Iraq, which marked the beginning of a period of elevated tension. The clashes between Turkish security forces and the PKK have intensified in the southeastern part of Turkey. The intensifying conflict might negatively impact political and social stability in Turkey, including as a result of the reduced revenues from tourism following heightened terrorist activity and its coverage in the international media.

Such circumstances have had and might continue to have a material adverse effect on the Turkish economy and/or the Group's business, financial condition and/or results of operations.

Earthquakes – Turkey is located in a high-risk earthquake zone

A significant portion of Turkey's population and most of its economic resources are located in a first-degree earthquake risk zone (the zone with the highest level of risk of damage from earthquakes). A number of the Group's properties and business operations in Turkey are located in earthquake risk zones. Turkey has experienced a large number of earthquakes in recent years, some quite significant in magnitude. For example, in October 2011, the eastern part of the country was struck by an earthquake measuring 7.2 on the Richter scale, causing significant property damage and loss of life.

The Group maintains earthquake insurance but does not have, in addition, the wider business interruption insurance or insurance for loss of profits, as such insurance is not generally available in Turkey. The occurrence of a severe earthquake could adversely affect one or more of the Group's facilities, therefore causing an interruption in, and an adverse effect on, the Group's business. In addition, a severe earthquake could harm the Turkish economy in general or could lead the government to take measures (such as imposition of taxes), which might adversely affect the Group's business, financial condition and/or results of operations.

Inflation Risk – Turkey's economy has been subject to significant inflationary pressures in the past and might become subject to significant inflationary pressures in the future

The Turkish economy has experienced significant inflationary pressures in the past with year-over-year consumer price inflation rates as high as 73.2% in the early 2000s; however, weak domestic demand and declining energy prices in 2009 caused the domestic year-over-year consumer price index to decrease to 6.5% at the end of 2009 and 6.4% at the end of 2010, the lowest level in many years. Consumer price inflation was 10.4%, 6.2%, 7.4%, 8.2%, 8.8% and 8.5% in 2011, 2012, 2013, 2014, 2015 and 2016, respectively, with producer price inflation of 13.3%, 2.5%, 7.0%, 6.4%, 5.7% and 9.9%, respectively in such years. As of March 2017, annual consumer price inflation reached 11.3% largely due to seasonal factors and the depreciation of the Turkish Lira, while annual producer price inflation increased to 15.4% due to the sharp increase in commodity prices in Turkish Lira terms. The consumer price inflation exceeded the Central Bank's medium-term inflation target of 5.0% in 2016 and the Central Bank expects inflation to be 8.0% at the end of 2017. Inflation-related measures that may be taken by the Turkish government and the Central Bank might have an adverse effect on the Turkish economy. If the level of inflation in Turkey were to continue to fluctuate or increase significantly, then this might have a material adverse effect on the Group's business, financial condition and/or results of operations.

High Current Account Deficit – Turkey's high current account deficit might result in governmental efforts to decrease economic activity

In 2011, Turkey's current account deficit was US\$74.4 billion, which decreased to US\$48.0 billion in 2012, according to the Central Bank. The decline in the current account deficit in 2012 was largely the result of coordinated measures initiated by the Central Bank, the BRSA and the Turkish Ministry of Finance to lengthen the maturity of deposits, reduce short-term capital inflows and curb domestic demand. The main aim of these measures was to slow growth in the current account deficit by controlling the rate of loan growth. Following these macro-prudential measures, the overall loan growth and retail loan growth in the banking sector declined, with annual loan growth rates and retail loan growth rates of 16.8% and 9.1%, respectively, in 2016 as compared to 29.9% and 29.7%, respectively, in 2011.

The decline in the current account deficit experienced in 2012 came to an end in early 2013, with the current account deficit increasing to US\$63.6 billion in 2013 due principally to a recovery in domestic demand; *however*, to combat this increase, a package of macro-prudential measures issued by the BRSA to limit domestic demand, the Central Bank's tight monetary policy and increases in taxes, combined with the depreciation of the Turkish Lira and reduced oil prices, contributed to a decrease in the current account deficit to US\$43.6 billion and US\$32.1 billion in 2014 and 2015, respectively. In 2016, Turkey's current account deficit remained almost flat at US\$32.6 billion due to a decline in the cost of energy imports, which offset the deterioration in tourism revenues. Various events, including geopolitical risks (see “*-Terrorism and Conflicts*”) and political circumstances following the attempted coup in Turkey (see “*-Political Developments*”), might result in an increase in the current account deficit, including due to the possible impact on Turkey's foreign trade and tourism revenues. See “*-Emerging Market Risks*.”

If the value of the Turkish Lira relative to the U.S. Dollar and other relevant trading currencies changes, then the cost of importing oil and other goods and services and the value of exports might both change in a corresponding fashion, resulting in potential increases or decreases in the current account deficit. As an increase in the current account deficit might erode financial stability in Turkey, the Central Bank closely monitors the U.S. Federal Reserve's actions and takes (and has taken) certain actions to maintain price and financial stability. In December 2015, the U.S. Federal Reserve raised the U.S. federal funds rate by 0.25%. This initial step towards normalisation reduced some volatility, permitting the Turkish Lira and certain other emerging market currencies to appreciate. In this context, instead of responding to the U.S. Federal Reserve's actions by changing the interest rates, the Central Bank tightened further the liquidity of the Turkish Lira. As described in “*-Emerging Market Risks*,” the Turkish Lira depreciated against the U.S. Dollar by 21.5% in 2016. In August, October and November 2016, the Central Bank revised coefficients for certain tranches within the context of the Reserve Options Mechanism (which provides Turkish banks the option to hold a portion of the Turkish Lira reserve requirements in foreign exchange or standard gold) in order to increase liquidity in the Turkish banking system. See “*-Exchange Rates*.”

Turkey is an energy import-dependent country and recorded US\$24.0 billion of net energy imports in 2016, which declined from US\$33.3 billion in 2015 due largely to the decline in the price of oil (source: *Turkstat*). It should be noted that energy imports, in general, approximate the country's total current account deficit. In 2015 and 2016, Turkey's current account deficit benefitted from the recent declines in the price of oil, which was partially offset by the weak performance of exports; *however*, this could be reversed. Although the government has been heavily promoting new domestic energy projects, these have not yet significantly decreased the need for imported energy. Even though the relatively low levels of oil prices have supported the current account balance, the agreement among the members of the Organisation of the Petroleum Exporting Countries (OPEC) to cut output (effective as of 1 January 2017) or any geopolitical development concerning energy security and prices might have a material impact on Turkey's current account balance.

If the current account deficit widens more than anticipated, financial stability in Turkey might deteriorate. Financing the high current account deficit might be difficult in the event of a global liquidity crisis and/or declining interest or confidence of foreign investors in Turkey, and a failure to reduce the current account deficit could have a negative impact on Turkey's sovereign credit ratings. Any such difficulties might lead the Turkish government to seek to raise additional revenue to finance the current account deficit or to seek to stabilise the Turkish financial system, and any such measures might adversely affect the Group's business, financial condition and/or results of operations.

In early 2011, the Turkish government declared its intention to take additional measures to decrease the current account deficit, and in this regard it identified the high growth rate of loans as one of the target areas. To that end, the BRSA from time to time introduces regulations to control loan growth, including measures that, among other things: (a) increased Turkish banks' general provision requirements in certain circumstances and (b) increased the risk-weighting for certain consumer loans in calculating capital adequacy ratios. For example, regulations on the measurement and evaluation of capital adequacy and on maturity of customer loans were announced in 2013 and several measures were taken to limit credit card expenditures, which have reduced the growth in credit volumes. See “*Turkish Regulatory Environment*.” These regulations might have a material adverse effect on the Group's business, financial condition and/or results of operations.

Exchange Rates – The value of the Turkish Lira fluctuates against other currencies and such fluctuations might be significant

Exchange rates for the Turkish Lira have historically been, and continue to be, highly volatile. Since February 2001, the Central Bank has applied a floating exchange rate policy that has arguably resulted in

increased volatility in the value of the Turkish Lira. In 2012, the Turkish consumer price index (“CPI”) increased by 6.2% while during the same period the Turkish Lira appreciated (in nominal terms) against the U.S. Dollar by 6.5%, according to the Central Bank. According to the Central Bank, the CPI-based real effective exchange rate increased from 100.3 as of December 2013 to 105.0 as of December 2014, indicating a 4.7% real appreciation, then decreased to 97.5 as of December 2015, indicating a 7.1% real depreciation, and then decreased to 92.0 as of December 2016, indicating a 5.6% depreciation.

In nominal terms, between 31 December 2014 and 31 December 2015, the Turkish Lira depreciated against the U.S. Dollar by 25.4%. In particular, the value of the Turkish Lira depreciated against major currencies in 2015 largely due to the increased risk perception in global markets regarding the market’s expectation of the U.S. Federal Reserve’s increase of the U.S. federal funds rate and the uncertainty resulting from the general elections in Turkey and other political events described under “-Political Developments.” Against these developments, the Central Bank prepared a roadmap to react to a possible rate hike by the U.S. Federal Reserve. The roadmap, which has as its base case a normalisation process by the U.S. Federal Reserve, proposes the implementation of tight liquidity for the Turkish Lira, a balanced foreign exchange liquidity and financial sector policies that are supportive of a tighter monetary policy. In December 2015, the U.S. Federal Reserve raised the U.S. federal funds rate by 0.25%. This initial step towards normalisation reduced some volatility, permitting the Turkish Lira and certain other emerging market currencies to appreciate. In the first quarter of 2016, the Turkish Lira appreciated against the U.S. Dollar by 2.6% on a nominal basis. In this context, instead of responding to the U.S. Federal Reserve’s actions by changing the interest rates and implementing the roadmap, the Central Bank tightened further the liquidity of the Turkish Lira. Having declined to 7.6% in March 2015, the Central Bank’s average funding rate increased to 9.0% in September 2015, before declining to 8.8% as of the end of 2015. The Central Bank’s average funding rate further increased to 9.1% in February 2016, but then subsequently decreased to below 9.0% in March 2016 due to the U.S. Federal Reserve’s dovish stance in its March 2016 meeting.

The Turkish Lira depreciated against the U.S. Dollar by 21.5% between 31 December 2015 and 30 December 2016 reaching its then-lowest level against the U.S. Dollar. See “-Emerging Market Risks.” The fluctuations of foreign currency exchange rates and increased volatility of the Turkish Lira might adversely affect the Group’s customers and the Turkish economy in general; thus these might have a negative effect on the value of the Group’s assets and/or the Group’s business, financial condition and/or results of operations.

The Central Bank’s monetary policy is subject to a number of uncertainties, including global macroeconomic conditions and political conditions in Turkey. As global conditions have been volatile in 2016 and the beginning of 2017, including as a result of, among other factors, expectations regarding slower growth in China and low commodity and oil prices, monetary policy remains subject to uncertainty. On 24 March 2016, the Central Bank took its first step towards normalisation and reduced its upper limit of the interest rate corridor by 25 basis points to 10.50% due to the reduction in the need for a wide interest rate corridor in line with the easing of global volatility. The Central Bank announced that it planned to maintain its tight liquidity stance as a result of the improving trend in the underlying core inflation rate. On 20 April, 24 May, 21 June, 19 July, 23 August and 22 September 2016, following the appointment of a new Central Bank governor, the Central Bank reduced the upper limit of its interest rate corridor further to 8.25%. On November 24, 2016, the Central Bank increased its one-week repo rate by 50 basis points to 8.0% and its overnight lending rate by 25 basis points to 8.5%. On 24 January 2017, the Central Bank increased its overnight lending rate further by 75 basis points to 9.25%, which increase was due to the depreciation of the Turkish Lira.

In the second half of 2016, the Central Bank adopted certain policies in order to provide additional liquidity for Turkish banks’ usage. For instance, the Central Bank reduced coefficients for certain tranches of foreign exchange in the context of the Reserve Options Mechanism, which provides Turkish banks the option to hold a portion of the Turkish Lira reserve requirements in foreign exchange or standard gold. The Central Bank increased the upper limit used to calculate the average of the reserve requirements for foreign currency liabilities from three points to four points in order to provide flexibility to the Turkish banks to manage their foreign exchange liquidity. The Central Bank estimated that these measures will provide approximately US\$2.9 billion for use by Turkish banks.

As a response to the depreciation of the Turkish Lira, the Central Bank has adopted certain monetary policies. For instance, the Central Bank reduced the borrowing limit for Turkish banks in the Interbank Money Market (*Bankalararası Para Piyasası*) initially to TL 22 billion and subsequently to TL 11 billion on 10 January 2017 and 13 January 2017, respectively. The Central Bank also launched the Foreign Exchange Deposits against Turkish Lira Deposits Market in order to increase the Central Bank’s flexibility and diversity in managing the

Turkish Lira and foreign exchange liquidity. The Central Bank is expected to implement additional monetary tightening policies in the near future for price stability, if needed.

Any significant depreciation of the Turkish Lira against the U.S. Dollar or other major currencies, or any actions taken by the Central Bank or Turkish government to protect the value of the Turkish Lira (such as increased interest rates or capital controls) might adversely affect the financial condition of Turkey as a whole, including its inflation rate, and might have a negative effect on the Group's business, financial condition and/or results of operations.

Potential Overdevelopment – Certain sectors of the Turkish economy might have been or become overdeveloped

Certain sectors of the Turkish economy might have been (or might become) overdeveloped, including in particular the construction of luxury residences, shopping centres, office buildings, hotels and other real estate-related projects and various renewable energy-related projects. Any such overdevelopment might lead to a rapid decline in prices of these and other properties or the failure of some of these projects. Even if this does not occur, the pace of development of such projects might decline in coming years as developers and project sponsors seek to reduce their risk, which might negatively affect the growth of the Turkish economy. Should any of such events occur, then this might have a material adverse effect on the Group's business, financial condition and/or results of operations.

Government Default – The Group has a significant portion of its assets invested in Turkish government debt or lent to governmental entities, making it highly dependent upon the continued credit quality of, and payment of debts by, the Turkish government

The Group has a significant exposure to Turkish governmental and state-controlled entities. As of 31 December 2016, 94.2% of the Group's total securities portfolio (15.0% of its total assets and equal to 134.6% of its shareholders' equity) was invested in securities issued by the Turkish government (the "total securities portfolio" is the sum of: (a) the trading securities portfolio (which, as of a particular date, is: (i) the financial assets held for trading as of such date *minus* (ii) the derivative financial assets held for trading as of such date; the "trading securities portfolio") and (b) the investment securities portfolio (which, as of a particular date, is the sum of the available-for-sale portfolio and the held-to-maturity portfolio as of such date; the "investment securities portfolio")). In addition to any direct losses that the Group might incur, a default, or the perception of increased risk of default, by Turkish governmental entities in making payments on their debt or a possible downgrade in Turkey's credit rating would likely have a significant negative impact on the value of the government debt held by the Group and the Turkish banking system generally and might have a material adverse effect on the Group's business, financial condition and/or results of operations. Similarly, enforcing rights against governmental entities might be subject to structural, political or practical limitations.

Risks relating to the Group and its Business

The Covered Bonds will be solely obligations of the Issuer and will not be obligations of or guaranteed by the Security Agent, the Cover Monitor, the Offshore Account Bank, the Agents, the Hedging Counterparties, the Arrangers, the Dealers, the Listing Agent or any other person. No liability whatsoever in respect of any failure by the Issuer to pay any amount due under the Covered Bonds is accepted by any of such entities, any company in the same group of companies as such entities or any other party to the transaction documents relating to the Programme. A Covered Bondholder's ability to receive payment under the Covered Bonds is dependent upon the Issuer's ability to fulfil its payment obligations, which in turn is dependent upon the strength of the Issuer's business. As such, an investment in the Covered Bonds represents exposure to the creditworthiness of the Issuer, the quality of which might be impacted by (*inter alia*) the risk factors described in this Base Prospectus.

Global Financial Crisis and Eurozone Crisis – Turkey and the Group have been, and will likely continue to be, subject to the risks arising from the recent global financial crisis and continuing eurozone crisis

The recent global financial crisis and related economic slowdown has significantly impacted the Turkish economy and the principal external markets for Turkish goods and services. During the global financial crisis, Turkey suffered reduced domestic consumption and investment and a sharp decline in exports, which led to an increase in unemployment. Turkey's GDP contracted by 5.9% in the fourth quarter of 2008 and declined 4.7% in 2009 but, following the implementation of fiscal and monetary measures during 2009, began to recover in the fourth quarter of 2009 and has since continued to expand, albeit at moderate levels in recent years (source: Turkstat). While unemployment levels have also improved since the depth of the financial crisis, they remain

elevated. There can be no assurance that the unemployment rate will not increase in the future. Continuing high levels of unemployment might affect the Group's retail customers and business confidence, which could impair its business strategies and have a material adverse effect on its business, financial condition and/or results of operations.

Concerns about a sovereign debt crisis in Greece and certain other European countries have also undermined investor confidence in recent years and resulted, and might continue to result, in a general deterioration of the financial markets.

Although there has been a degree of economic recovery in some markets in the eurozone, recent economic performance in Europe has been weak and has prompted further European Central Bank ("ECB") stimulus. Since the implementation of negative interest rates by the Danish Central Bank in July 2012 and the ECB in June 2014, an increasing number of central banks in Europe have taken their policy rates below zero. In January 2016, the Bank of Japan also adopted negative interest rates. There is uncertainty in the markets as to the impact of these policies.

Any deterioration in the condition of the global, European or Turkish economies, or continued uncertainty around the potential for such deterioration, might have a material adverse effect on the Group's business and customers in a number of ways, including, among others, the income, wealth, employment, liquidity, business, prospects and/or financial condition of the Group's customers, which, in turn, might reduce the Group's asset quality and/or demand for the Group's products and services and negatively impact the Group's growth plans. The Group's business, financial condition and/or results of operations might also continue to be adversely affected by conditions in the global and Turkish financial markets as long as they remain volatile and subject to disruption and uncertainty.

In addition, any withdrawal by a member state from the EU and/or European Monetary Union, any significant changes to the structure of the EU and/or the European Monetary Union or any uncertainty as to whether such a withdrawal or change might occur (including the referendum held on 23 June 2016 in the United Kingdom and the uncertainty resulting from the decision of the majority of voters in the United Kingdom to leave the EU) might have a material adverse effect on the Group's business, financial condition and/or results of operations, including its ability to access the capital and financial markets and to refinance its debt in order to meet its funding requirements as a result of volatility in European economies and/or the euro.

As of the date of this Base Prospectus, there is uncertainty in relation to the possible impacts of the leave vote in the United Kingdom, including any impact on the European and global economic and market conditions and its possible impact on Sterling, euro and other European exchange rates. This decision might impact Turkey's relationship with the EU, including its agreement concluded to control the irregular flow of refugees from Turkey to the EU. See "*-Terrorism and Conflicts.*" As the EU remains Turkey's largest export market, a decline in demand for imports from the EU or the United Kingdom might adversely impact Turkish exports and Turkey's economic growth. See "*-High Current Account Deficit.*" Any effect of this vote in the United Kingdom might adversely affect the economic stability in Turkey and the Group's business, financial condition and/or results of operations.

Counterparty Credit Risk – The Group is subject to credit risk in relation to its borrowers and other counterparties

The Group is subject to inherent risks concerning the credit quality of borrowers and other counterparties, which has affected and is expected to continue to affect the value of the Group's assets, particularly if economic conditions in Turkey deteriorate. Credit risk is the most significant risk to which the Group is exposed.

Changes in the credit quality of the Group's customers and counterparties arising from systemic risks in the Turkish and global financial system might negatively affect the value of the Group's assets. Such risks might also result in increased unemployment, reduced corporate liquidity and profitability, increased corporate insolvencies and the inability of individuals to service their personal debt, which negatively affect the Turkish banking sector, including the Group. The ratio of NPLs to total loans in the Turkish banking sector was 2.8% as of 31 December 2014, 3.1% as of 31 December 2015 and 3.2% as of 31 December 2016 (1.6%, 2.0% and 2.3%, respectively, with respect to the Group), with the Turkish banking sector's statistics being as reported in the BRSA's monthly statistical bulletin.

Although the Group has put in place policies and procedures to monitor and assess credit risk, taking into account the payment ability and cash generating ability of the borrower in extending credit, the Group

might not correctly assess the creditworthiness of its credit applicants. In addition, as the Group's loan portfolio has grown substantially, particularly since the instability caused by the global financial crisis has decreased, the Group has extended credit both to new customers, many of whom might have more limited credit histories, and existing customers. Although such new loans are subject to the Group's credit review and monitoring practices, they might be subject to higher credit risks compared to borrowers with whom the Group has greater experience. Furthermore, the Group's exposures to certain borrowers (particularly for loans for infrastructure and energy projects) are large and the Group is likely to continue making such large loans where such an investment is determined by the Group to be a credit-worthy transaction. See "*Risk Management – Credit Risk*." The Group's exposure to credit risk could lead to a material adverse effect on the Group's business, financial condition and/or results of operations.

Competition in the Turkish Banking Sector – The Group faces intense competition in the Turkish banking sector

The Group faces significant and continuing competition from other participants in the Turkish banking sector, including both state-controlled and private banks in Turkey as well as many subsidiaries and branches of foreign banks and joint ventures between Turkish and foreign shareholders. A small number of these banks dominate the banking industry in Turkey. As of 30 September 2016, the top five banks by assets in Turkey (one of which is a state-controlled bank) held 55.5% of the banking sector's total loan portfolio (excluding participation banks) and 57.2% of total bank assets (excluding participation banks) in Turkey, according to the Turkish Banks Association. As of 31 December 2016, the Bank: (a) was the largest bank in Turkey in terms of foreign currency-denominated loans, (b) was the largest private bank in Turkey in terms of shareholders' equity and (c) had the largest market shares of total assets, total loans, Turkish Lira-denominated loans, total deposits, Turkish Lira-denominated deposits and demand deposits among private sector banks (source: BRSA), each as measured on a bank-only basis.

The Group also faces competition against the state-controlled financial institutions, such as T.C. Ziraat Bankası A.Ş. ("*Ziraat*"), Türkiye Vakıflar Bankası T.A.O ("*Vakıfbank*") and Türkiye Halk Bankası A.Ş. ("*Halkbank*"). Such government-controlled financial institutions historically focused on government and government-related projects but are increasingly focusing on the private sector, leading to increased competition and pressure on margins. In particular, such government-controlled institutions might have access to low cost deposits (on which such institutions pay low or no interest) through "State Economic Enterprises" owned or administered by the Turkish government, which could result in a lower cost of funds that cannot be duplicated by private sector banks. Such actions by government-controlled financial institutions, in addition to ongoing competitive pressures from private financial institutions, are expected to put downward pressure on net interest margins in at least the short term.

Foreign financial institutions have shown a strong interest in competing in the banking sector in Turkey. HSBC Bank plc, UniCredito Italiano, BBVA, BNP Paribas, Qatar National Bank, Citigroup, ING, Sberbank, Bank Hapoalim, Bank Audi sal, Burgan Bank, Rabobank, Intesa Sanpaolo, The Bank of Tokyo-Mitsubishi UFJ, Ltd., Commercial Bank of China and Qatar National Bank are among the many non-Turkish financial institutions that have purchased or made investments in Turkish banks or opened their own Turkish offices; *however*, certain of these institutions have (or might) put some or all of their investments in Turkish banks up for sale as a result of their own financial circumstances and/or priorities. The Bank's management believes that further entries into the sector by foreign competitors, either directly or in collaboration with existing Turkish banks, could increase competition in the market. Similarly, the expansion of foreign banks' presence in Turkey, in addition to direct investment, might lead to further competitive pressures. Foreign competitors might have greater resources and more cost-effective funding sources than the Group. If competitors can offer better lending rates to clients or higher interest rates on deposits, then the Group could lose customers, be forced to reduce its margins or be forced to look for more expensive funding sources, among other things. This, in turn, might negatively affect the Group's profitability. The Group might not be able to offset domestic and foreign competitive pressures in certain industry sectors.

To address this competition, the Bank plans to continue expanding its domestic branch network and operations, although at a slower pace compared to 2014 and 2015, and/or redistribute its existing branches while continuing its focus on financial strength and performance. Risks associated with the implementation of a growth strategy include the potential for higher than anticipated costs of opening new branches, an inability to deploy profitably assets acquired or developed through expansion, new business operations (including the deployment of new products) having less profit potential (or none at all) and demonstrating lower overall growth than the Bank anticipates, pressure on profits owing to the time lag between the incurrence of expansion costs and any related future increases in income, a likely increase in the Bank's cost base and a potential

negative impact on its margins. The Bank opened 47 domestic branches in 2014 (three branches were consolidated with other branches during 2014), 26 domestic branches in 2015 (five branches were consolidated with other branches during 2015), four domestic branches in 2016 (seven branches were consolidated with other branches during this period) and no new domestic branch in the first three months of 2017 (though one branch was consolidated with another branch during this period). Moreover, as competition in the Turkish banking sector continues to intensify, the Group might seek to further expand internationally through acquisitions or the establishment of branches, which might lead to additional risks and uncertainties relating to the geographic, political, regulatory and economic environment into which the Group seeks to expand.

In addition, Turkish banks traditionally have tended to hold a significant proportion of their assets in Turkish government securities. From 2008 until early 2014, interest rates in Turkey declined substantially, which made holding government bonds a less profitable strategy, resulting in banks shifting funds towards higher-yielding assets, such as loans to customers. While the Central Bank increased its interest rates significantly in early 2014, through a series of Central Bank decisions beginning in May 2014, interest rates declined thereafter through the first two months of 2015 and then remained unchanged until the Central Bank's meeting held on 24 March 2016, in which meeting the Central Bank began to further reduce its interest rates. Following the significant depreciation of the Turkish Lira, on 24 November 2016, the Central Bank started to increase its interest rates. See *"Political, Economic and Legal Risks relating to Turkey – Exchange Rates."* Increased competition for customers might reduce the margins the Group can achieve on its products, which in turn might have a material adverse effect on the Group's business, financial condition and/or results of operations.

Market Risk – The Group is exposed to market risk

The Group is subject to risks that arise from open positions in interest rate, currency and equity products, all of which are exposed to general and specific market movements. The Group seeks to manage its market risk exposure through a range of measures (see *"Risk Management – Market Risk"* for further information). Such measures might not be successful in mitigating all market risk and the Group's exposure to market risks might lead to a material adverse effect on the Group's business, financial condition and/or results of operations. Certain of such risks are described in greater detail below.

Pressure on Profitability – The Group's profitability is dependent upon regulatory requirements, competition and other factors

The Group's profitability might be negatively affected in the short-term and possibly in future periods as a result of a number of factors that generally impact the Turkish banking sector, including a slowdown of economic growth in Turkey and volatility in interest rates (see *"Reduction in Earnings on Securities Portfolio"* and *"Interest Rate Risk"* elsewhere in this section), increased competition (particularly as it impacts net interest margins (see *"Competition in the Turkish Banking Sector"*)) and Central Bank and governmental actions, including those that seek: (a) to limit the growth of Turkish banks and/or Turkish economy through various conventional and unconventional policy measures, including increased reserve requirements, increased general provisioning requirements and higher risk-weighting for general purpose loans, or (b) to impose limits or prohibitions on fees and commissions charged to customers or otherwise affect payments received by the Group from its customers (see *"Banking Regulatory Matters"* and *"High Current Account Deficit"*). For 2016, the Bank's return on average total assets was 1.6% (compared to 1.5% for the sector according to figures published by the BRSA) and the annualised return on its average shareholders' equity was 13.7% (compared to 13.3% for the sector and according to figures published by the BRSA) (1.2% and 10.4%, respectively, for the Bank and according to figures published by the BRSA, 1.2% and 10.7%, respectively, for the sector for 2015).

Foreign Exchange and Currency Risk – The Group is exposed to foreign currency exchange rate fluctuations

A significant portion of the Group's assets and liabilities are denominated in foreign currencies, particularly U.S. Dollars and euro. For example, the Group had loans denominated in currencies other than the Turkish Lira totaling the equivalent of TL 65,270 million, TL 77,693 million and TL 99,358 million as of 31 December 2014, 2015 and 2016, respectively, representing 38.9%, 40.3% and 44.3%, respectively, of the Group's total loans as of such dates. In preparing its BRSA Financial Statements, transactions in currencies other than Turkish Lira are recorded at the rates of exchange prevailing on the dates of the transactions. At each balance sheet date, monetary items denominated in foreign currencies are retranslated at the rates prevailing on the balance sheet date. Non-monetary items carried at fair value that are denominated in foreign currencies are retranslated at the rates prevailing on the date when the fair value was determined. Non-monetary items that are

measured in terms of historical cost in a foreign currency are not retranslated. As a result, the Group's reported income is affected by changes in the value of the Turkish Lira with respect to foreign currencies. The overall effect of exchange rate movements on the Group's results of operations depends upon the rate of depreciation or appreciation of the Turkish Lira against its principal trading and financing currencies.

In addition, the Group is exposed to exchange rate risk to the extent that its assets and liabilities are mismatched. The Group seeks to manage the gap between its foreign currency-denominated assets and liabilities by (among other things) matching the volumes and maturities of its foreign currency-denominated loans against its foreign currency-denominated funding or by entering into currency hedges. Although regulatory limits prohibit the Bank and the Group from having a net currency short or long position of greater than 20% of the total capital used in the calculation of its regulatory capital adequacy ratios, if the Bank or the Group is unable to manage the gap between its foreign currency-denominated assets and liabilities, then material volatility in exchange rates might have a negative effect on the value of the Group's assets and/or lead to operating losses, which might have a material adverse effect on the Group's business, financial condition and/or results of operations.

Although the Group has adopted procedures and policies aimed at minimising this risk (see "*Risk Management – Currency Risk*" for further information), these measures might not adequately protect the Group's business, financial condition and/or results of operations from the effect of exchange rate fluctuations or might limit any benefit that the Group might otherwise receive from favourable movements in exchange rates.

Interest Rate Risk – The Group's results of operations are dependent upon volatility in interest rates

The Group's results of operations depend heavily upon the level of its net interest income, which is the difference between interest income from interest-earning assets and interest expense on interest-bearing liabilities. Net interest income contributed 52.8%, 57.2% and 58.6% of the aggregate amount of total operating income and profit/loss from associates accounted for using the equity method for 2014, 2015 and 2016, respectively, and net interest margin (which is measured on a Bank-only basis) was 4.1%, 4.1% and 4.5%, respectively, over the same periods. Interest rates are highly sensitive to many factors beyond the Group's control, including monetary policies pursued by the Central Bank, domestic and international economic and political conditions and other factors. Income from financial operations is particularly vulnerable to interest rate volatility, such as occurred in January 2014 as a result of the Central Bank's significant increases of interest rates. In addition, as of 31 December 2016, 94.2% of the Group's total securities portfolio consisted of Turkish government debt securities, which accounted for 15.0% of the Group's total assets (94.1% and 15.2%, respectively, as of 31 December 2015). As a result, a large portion of the Group's total assets is exposed to interest rate risk.

Changes in market interest rates could affect the spread between interest rates charged on interest-earning assets and interest rates paid on interest-bearing liabilities and thereby affect the Group's results of operations. An increase in interest rates (such as the large increases that the Central Bank implemented in its January 2014 meeting to combat the increase in Turkey's current account deficit) could cause interest expense on deposits (which are typically short-term and re-priced frequently) to increase more significantly and quickly than interest income from loans (which are short-, medium- and long-term), resulting in a reduction in net interest income. In addition, a significant decline in average interest rates charged on loans to customers that is not fully matched by a decrease in interest rates on funding sources, or a significant increase in interest rates on funding sources that is not fully matched by a rise in interest rates charged, to the extent such exposures are not hedged, might have a material adverse effect on the Group's business, financial condition and/or results of operations.

Although the Group uses various instruments and measures to manage exposures to interest rate risk (see "*Risk Management – Interest Rate Risk*"), these instruments and measures might not protect the Group from the risks of changing interest rates.

Liquidity Risk – The Group is subject to liquidity and financing risk

Liquidity risk comprises uncertainties in relation to the Group's ability, under adverse conditions, to access funding necessary to cover obligations to customers, meet the maturity of liabilities and satisfy regulatory capital requirements. It includes the risk of lack of access to funding (other than from the reserves held with the Central Bank and limits granted to the Bank by the Central Bank both in Turkish Lira and foreign currency), the risk of unexpected increases in the cost of financing and the risk of not being able to structure the maturity dates of the Group's liabilities reasonably in line with its assets, as well as the risk of not being able to meet payment

obligations on time at a reasonable price due to liquidity pressures. The Group's inability to meet its net funding requirements due to inadequate liquidity might materially adversely affect its business, financial conditions and/or results of operations.

The Group relies primarily on short-term liabilities in the form of deposits (typically term deposits with terms of zero to 30 days) as its source of funding and has a mix of short-, medium- and long-term assets in the form of retail, consumer and corporate loans, mortgages and credit cards, which might result in asset-liability maturity gaps and ultimately liquidity problems. In addition, depositors might withdraw their funds at a rate faster than the rate at which borrowers repay. The average of monthly unemployment rates (calculated by the sum of the monthly unemployment rates *divided by* 12) in Turkey was 10.9% for 2016 according to TurkStat. If the Group's customers become or remain unemployed, then they might save less, or consume more of their money deposited with the Group. Similarly, if corporate customers of the Group face liquidity problems, then they might withdraw their money from the Group, which might negatively affect the Group's access to deposit-based funding. An inability on the Group's part to access such funds or to access the markets from which it raises such funds might put the Group's positions in liquid assets at risk and lead the Group to be unable to finance its operations and growth plans adequately.

In addition to deposits, the Group also relies upon non-deposit funding (which includes money market funds, funds borrowed, marketable securities issued and subordinated debt), which as of 31 December 2016 was equivalent to 29.6% of the Group's consolidated assets (30.2% as of 31 December 2015). The Group's cash loan-to-deposit ratio was 125.0% as of 31 December 2016 (125.1% as of 31 December 2015).

If growth in the Group's deposit portfolio continues to not keep pace with growth in its loan portfolio, then the Group will become more reliant upon non-deposit funding sources such as securities offerings, some of which might create additional risks of their own such as increased liquidity and/or interest rate gaps and exposure to volatility in international capital markets. If conditions in the international capital markets or interbank lending market, or the Group's credit ratings, were to deteriorate, then the Group might be unable to secure funding through sources such as its current syndicated loan facilities or future transactions in the international capital markets.

A rising interest rate environment could compound the risk of the Group not being able to access funds at favourable rates or at all. As central banks unwind the expansive liquidity that has been provided during the recent global crisis, competition among banks and other borrowers for the reduced global liquidity might result in increased costs of funding. This and other factors could lead creditors to form a negative view of the Group's liquidity, which could result in lower credit ratings, higher borrowing costs and/or less access to funds. In addition, the Group's ability to raise or access funds might be impaired by factors that are not specific to its operations, such as general market conditions, severe disruption of the financial markets or negative views about the prospects of the sectors to which the Group lends. While the Group aims to maintain at any given time an adequate level of liquidity reserves, strains on liquidity caused by any of these factors or otherwise (including as a result of the requirement to repay any indebtedness, whether on a scheduled basis or as a result of an acceleration due to a default, change of control or other event) might adversely affect the Group's business, financial condition and/or results of operations. For example, in case of a liquidity crisis, wholesale funding would likely become more difficult to obtain, which might adversely affect borrowing using certain capital market instruments (such as "future flow" transactions and eurobonds). See also "*- Foreign Currency Borrowing and Refinancing Risk*" below.

Similarly, if the credit rating of Turkey is downgraded or put on negative watch, then the Group might experience higher levels of cost of funding and subsequently difficulty accessing certain sources of international or wholesale funding.

The Group might not be able to obtain additional funding on commercially reasonable terms as and when required, or at all. The Group's inability to refinance or replace deposits and devalued assets with alternative funding could result in its failure to service its debt, fulfill loan commitments or meet other on- or off-balance sheet payment obligations on specific dates, which might have a material adverse effect on the Group's business, financial condition and/or results of operations. For further information on the Group's liquidity risk management policy, see "*Risk Management – Liquidity Risk*."

Foreign Currency Borrowing and Refinancing Risk – The Group relies to an extent upon foreign currency-denominated debt, which might result in difficulty in refinancing or might increase its cost of funding, particularly if the Group and/or Turkey suffer(s) a ratings downgrade

While the Bank's principal source of funding comes from deposits, these funds are short-term by nature and thus do not enable the Bank to match fund its medium- and long-term assets. In addition, price competition for wholesale deposits has made such deposits less attractive. As a result, the Bank has raised (and likely will seek to continue to raise) longer term funds from syndicated loans, "future flow" transactions, bond issuances, bilateral loans and other transactions, many of which are denominated in foreign currencies. As of 31 December 2016, the Group's total foreign currency-denominated borrowings (*i.e.*, the sum of foreign currency-denominated funds borrowed, money market funds, marketable securities issued and subordinated debt) equalled 20.7% of its consolidated assets (19.6% as of 31 December 2015). To date, the Bank has been successful in extending, at a relatively low cost, the maturity profile of its funding base, even during times of volatility in international markets, although this might not continue in the future (including if investor confidence in Turkey decreases as a result of political, economic or other factors). Particularly in light of the historical volatility of emerging market financings, the Group: (a) might have difficulty extending and/or refinancing its existing foreign currency-denominated indebtedness, hindering its ability to avoid the interest rate risk inherent in maturity mismatches of assets and liabilities, and (b) is susceptible to devaluations of the Turkish Lira (which would thus increase the amount of Turkish Lira that it would need to make payments on its foreign currency-denominated obligations). Should these risks materialise, these circumstances might have a material adverse effect on the Group's business, financial condition and/or results of operations.

A downward change in the ratings published by rating agencies of either Turkey or members of the Group (for instance, on 2 February 2017, following the downgrade of the sovereign rating of Turkey to "BB+" (outlook stable) from "BBB-" (outlook negative), Fitch downgraded the Bank's Foreign Currency Issuer Default Rating and senior unsecured debt ratings to "BB+" from "BBB-") might increase the costs of new indebtedness and/or the refinancing of the Group's existing indebtedness and cause the capital adequacy ratios of the Bank and the Group to decline. The Bank calculates its capital adequacy ratios according to the 2015 Capital Adequacy Regulation, which allows the Bank to use ratings of eligible external credit assessment institutions (namely Fitch, Standard & Poor's, Moody's, Japan Credit Rating Agency, Ltd., DBRS Ratings Ltd. and, as of 12 January 2017, International Islamic Rating Agency) while calculating the risk-weighted assets for capital adequacy purposes. Following Fitch's (which the Bank has been using for such purposes) downgrade of Turkey's sovereign credit rating, the BRSA published guidance on 24 February 2017 to allow foreign exchange-required reserves held with the Central Bank to be subject to a 0% risk weight, which amendment offset the negative impact on the capital adequacy ratios that otherwise would have resulted from the Fitch downgrade.

These risks might increase as the Group seeks to increase medium- and long-term lending to its customers, including mortgages and project financings, the funding for much of which is likely to be made through borrowings in foreign currency. As of 31 December 2016, 96.3% (97.3% as of 31 December 2015) of the Group's aggregate amount of foreign-currency denominated funds borrowed and subordinated debt was sourced from international investors, including international banks, development finance institutions and investors in the Bank's eurobonds and "future flow" transactions. Should the Group be unable to continue to borrow funds on acceptable terms, if at all, this might have a material adverse effect on the Group's business, financial condition and/or results of operations.

SME/Retail Concentration Risk – A significant percentage of the Group's loan portfolio consists of retail loans and loans to SMEs, and a negative impact on the financial condition of the Group's retail or SME customers might affect the Group's business, financial condition and/or results of operations

As of 31 December 2016, 46.7% of the Bank's loan portfolio consisted of retail loans and loans to SMEs (as defined by the BRSA SME Definition), with retail loans accounting for 24.9% of the Bank's total loan portfolio, and loans to SMEs (as defined by the BRSA SME Definition) accounting for 21.8% (50.3%, 26.4% and 23.8%, respectively, as of 31 December 2015). Retail and SME customers typically have less financial strength than corporate borrowers, and negative developments in the Turkish economy could affect retail and SME customers more significantly than large corporate borrowers. The Group's NPL ratios for 2014, 2015 and 2016 were 1.6%, 2.0% and 2.3%, respectively. On a Bank-only basis, SMEs (as defined by the BRSA SME Definition) accounted for 36.2%, 32.6% and 32.4% of total NPLs as of 31 December 2014, 2015 and 2016, respectively. Retail loans (which consist of consumer loans, overdrafts and credit cards) accounted for 38.4%, 37.1% and 31.1%, respectively, as of such dates. The Bank's NPL ratios for SME loans were 2.3%, 2.7% and 3.5%, respectively, as of such dates, while its NPL ratios for retail loans were 2.1%, 2.8% and 2.9%, respectively, as of such dates. A negative impact on the financial condition of the Group's retail or SME

customers might have a material adverse effect on the Group's business, financial condition and/or results of operations.

The general macro-economic conditions in Turkey might have a material adverse effect on the Group's retail and SME customers, both as borrowers and providers of deposits. For example, should the unemployment rate increase, the ability of the Group's customers to meet their payment obligations and/or deposit funds with the Bank might be reduced. Similarly, reduced demand caused by a slowdown in the Turkish economy might significantly impact SMEs. Any material adverse effect on the Group's retail and SME customers resulting from macro-economic conditions might impair the Group's business strategies and have a material adverse effect on the Group's business, financial condition and/or results of operations.

Insufficient Collateral – The value of collateral securing the Group's loans and advances might not be sufficient

The Group might have difficulty realising on collateral or enforcing guarantees or other third-party credit support arrangements when debtors default. In addition, the time and costs associated with enforcing security in Turkey might make it uneconomical for the Group to pursue such proceedings, adversely affecting the Group's ability to recover its loan losses. A significant portion of the Group's loans are collateralised.

Deterioration in economic conditions in Turkey or a decline in the value of certain markets might reduce the value of collateral securing the Group's loans and advances, increasing the risk that the Group would not be able to recover the full amount of any such loans and advances in a default. In accordance with the Group's credit policies, if any collateral shortfall is identified during credit reviews, then borrowers are required to provide additional collateral sufficient to cover any shortfall; *however*, a borrower might not be willing or able to post additional collateral. If the Group seeks to realise on any such collateral, it might be difficult to find a buyer and/or the collateral might be sold for significantly less than its appraised or actual value.

The Group also undertakes certain types of lending without tangible collateral, relying only on personal guarantees, which might not be sufficient to cover the outstanding amount following a default.

The Group might not be able to realise adequate proceeds from collateral disposals to cover loan losses, which might have a material adverse effect on the Group's business, financial condition and/or results of operations.

Reduction in Earnings on Investment Portfolio – The Group might be unable to sustain the level of earnings on its securities portfolio obtained during recent years

The Group has historically generated a significant portion of interest income from its total securities portfolio, with interest and similar income derived from the Group's total securities portfolio in 2014, 2015 and 2016 accounting for 22.1%, 19.1% and 18.3%, respectively, of its total interest income (and 15.0%, 13.6% and 13.1%, respectively, of its gross operating income). The Bank also has obtained large realised gains from the sale of securities in the available-for-sale portfolio. The CPI-linked securities in the Bank's investment portfolio provided high real yields compared to other government securities in 2016, benefiting from the high inflation environment, but their impact on the Bank's earnings might vary as inflation rates change.

While the contribution of income from the Group's securities portfolio has been significant over recent years, such income might not be as large in coming years. As securities in its portfolio are repaid, the Group might not be able to re-invest in assets with a comparable return. In addition, the robust trading gains earned during the global financial crisis as a result of the high level of volatility in financial markets might not continue. In addition, the trend towards lower interest rates might result in lower nominal earnings on the Group's holdings of securities. As such, the Group might experience declining levels of earnings from its securities portfolio. If the Group is unable to sustain its high levels of earnings from its securities portfolio, then this might have a material adverse effect on its business, financial condition and/or results of operations. In addition, as the Group's investment portfolio is heavily concentrated in Turkish government securities, see also "Political, Economic and Legal Risks relating to Turkey - Government Default" above.

Correlation of Risks – The occurrence of a risk borne by the Group could exacerbate or trigger other risks that the Group faces

The exposure of the Group's business to a market downturn in Turkey or the other markets in which it operates, or any other risks, could exacerbate or trigger other risks that the Group faces. For example, if the Group incurs substantial trading losses due to a market downturn in Turkey, then its need for liquidity could rise sharply while its access to liquidity and/or capital could be impaired. In addition, in conjunction with a market

downturn, the Group's customers might incur substantial losses of their own, thereby weakening their financial condition and increasing the credit risk of the Group's exposure to such customers. If this or any other particular combination of risks occurs, then this might have a material adverse effect on the Group's business, financial condition and/or results of operations.

Banking Regulatory Matters – The activities of the Group are highly regulated and the Group's business might be impacted by changes to Applicable Laws, the interpretation or enforcement of Applicable Laws or any failure to comply with Applicable Laws

The Group is subject to a number of banking, consumer protection, competition, antitrust and other Applicable Laws designed to maintain the safety and financial soundness of banks, ensure their compliance with economic and other obligations and limit their exposure to risk. These Applicable Laws include Turkish Applicable Laws (and in particular those of the BRSA), as well as Applicable Laws of certain other countries in which the Group operates. These Applicable Laws increase the cost of doing business and limit the Group's activities. See "*Turkish Regulatory Environment*" for a description of the Turkish banking regulatory environment and "*The Turkish Banking Sector*" below.

Turkish banks' capital adequacy requirements are (and will be further) affected by Basel III, which includes requirements regarding regulatory capital, liquidity, leverage ratio and counterparty credit risk measurements, which are being phased in through 2019. In 2013, the BRSA announced its intention to adopt the Basel III requirements and, as published in the Official Gazette No. 28756 dated 5 September 2013, adopted the Regulation on Equities of Banks (the "*2013 Equity Regulation*") and amendments to the Regulation on the Measurement and Evaluation of the Capital Adequacy of Banks (the "*2012 Capital Adequacy Regulation*"), both of which entered into effect on 1 January 2014. The 2013 Equity Regulation introduced core Tier 1 capital and additional Tier 1 capital as components of Tier 1 capital, whereas the amendments to the 2012 Capital Adequacy Regulation: (a) introduced a minimum core capital adequacy standard ratio (4.5%) and a minimum Tier 1 capital adequacy standard ratio (6.0%) to be calculated on a consolidated and non-consolidated basis (which are in addition to the previously existing requirement for a minimum total capital adequacy ratio of 8.0%) and (b) changed the risk weights of certain items that are categorised under "*other assets*." The 2013 Equity Regulation also introduced new Tier 2 rules and determined new criteria for debt instruments to be included in a bank's Tier 2 capital.

The BRSA published a Regulation on the Measurement and Evaluation of the Capital Adequacy of Banks in the Official Gazette No. 29511 dated 23 October 2015 (the "*2015 Capital Adequacy Regulation*"), which entered into force on 31 March 2016 and replaced the 2012 Capital Adequacy Regulation. The 2015 Capital Adequacy Regulation sustains the capital adequacy ratios introduced by the former regulation, but changed the risk weights of certain items.

In 2013, the BRSA published the Regulation on the Capital Maintenance and Countercyclical Capital Buffer, which entered into effect on 1 January 2014 and regulates the procedures for and principles regarding the calculation of additional core capital amounts. In this context, the BRSA further published: (a) its decision dated 18 December 2015 (No. 6602) regarding the procedures and principles on calculation, application and announcement of a countercyclical capital buffer and (b) its decision dated 24 December 2015 (No. 6619) regarding the determination of such countercyclical capital buffer (together, the "*BRSA Decisions on the Countercyclical Capital Buffer*"). Pursuant to these decisions, the countercyclical capital buffer for Turkish banks' (including the Bank) exposures in Turkey was initially set at 0% of a bank's risk-weighted assets in Turkey (effective as of January 1, 2016); *however*, such ratio might fluctuate between 0% and 2.5% as announced from time to time by the BRSA. Any increase to the countercyclical capital buffer ratio is to be effective one year after the relevant public announcement, whereas any reduction is to be effective as of the date of the relevant public announcement.

The Regulation on the Measurement and Evaluation of Leverage Levels of Banks, through which the BRSA seeks to constrain leverage in the banking system and ensure maintenance of adequate equity on a consolidated and non-consolidated basis against leverage risks (including measurement error in the risk-based capital measurement approach), was published in the Official Gazette No. 28812 dated 5 November 2013 and entered into effect on 1 January 2014 (with the exception of certain provisions that entered into effect on 1 January 2015).

The Regulation on Measurement of Liquidity Coverage Ratio of Banks was published in the Official Gazette No. 28948 dated 21 March 2014 (the "*Regulation on Liquidity Coverage Ratios*") in order to ensure that

a bank maintains an adequate level of unencumbered high-quality liquid assets that can be converted into cash to meet its liquidity needs for a 30 calendar day period. According to this regulation, starting from 1 January 2015, the liquidity coverage ratios of banks cannot fall below 100% on an aggregate basis and 80% on a foreign currency-only basis; *however*, pursuant to the BRSA decision dated 26 December 2014 (No. 6143) (the “*BRSA Decision on Liquidity Ratios*”), for a period between 5 January 2015 and ending on 31 December 2015, such ratios were applied as 60% and 40%, respectively, and such ratios have (and shall be) applied as increased in increments of ten percentage points for each year from 1 January 2016 until 1 January 2019. If the Bank and/or the Group is unable to maintain its capital adequacy, leverage and liquidity ratios above the minimum levels required by the BRSA or other regulators (whether due to the inability to obtain additional capital on acceptable economic terms, if at all, sell assets (including subsidiaries) at commercially reasonable prices, or at all, or for any other reason), then this might have a material adverse effect on the Group’s business, financial condition and/or results of operations. See “*Turkish Regulatory Environment*” below for a further discussion on the implementation of Basel III in Turkey.

The BRSA also amended certain regulations and communiqués as published in the Official Gazette No. 29511 dated 23 October 2015 and No. 29599 dated 20 January 2016 in accordance with the Basel Committee’s Regulatory Consistency Assessment Programme (“*RCAP*”), which is conducted by the Bank for International Settlements (“*BIS*”), with a view to monitor Turkey’s compliance with Basel regulations. The amendments related to internal systems and internal capital adequacy ratios entered into force on 20 January 2016. These regulations impose requirements to enhance the effectiveness of internal risk management and internal capital adequacy assessments. Accordingly, the board of directors and senior management of a bank are required to ensure that such a bank has established appropriate risk management systems and applies an internal capital adequacy assessment process adequate to have capital for the risks incurred by such bank. The revisions to the 2013 Equity Regulation and the 2015 Capital Adequacy Regulation entered into force on 31 March 2016 (for further information, see “*Turkish Regulatory Environment – Capital Adequacy*”).

In February 2016, the BRSA published a regulation (the “*D-SIBs Regulation*”) regarding systemically important banks (“*D-SIBs*”), which introduced additional capital requirements for D-SIBs in line with the requirements of Basel III. As of 31 March 2016, the Bank has been classified as a D-SIB under the D-SIBs Regulation. See “*Capital Adequacy – Basel Committee – Basel III*” below.

As a result of the recent global financial crisis, policy makers in Turkey, the EU and other jurisdictions in which the Group operates have enacted or proposed various new Applicable Laws, and there is still uncertainty as to what impact these changes might have. In addition, the Turkish government (including the BRSA or the Central Bank) has introduced (and might introduce in the future) new Applicable Laws that impose limits with respect to fees and commissions charged to customers, increase the monthly minimum payments required to be paid by holders of credit cards, increase reserves or otherwise introduce rules that will negatively affect the Group’s business and/or profitability (e.g., see “*Turkish Regulatory Environment - Consumer Loan, Provisioning and Credit Card Regulations*”). The Group might not be able to pass on any increased costs associated with such regulatory changes to its customers, particularly given the high level of competition in the Turkish banking sector (see “*The Turkish Banking Sector - Competition*”). Accordingly, the Group might not be able to sustain its level of profitability in light of these regulatory changes and the Group’s profitability might be materially adversely impacted until (if ever) such changes could be incorporated into the Group’s pricing.

Such measures could also limit or reduce growth of the Turkish economy and consequently the demand for the Group’s products and services. Furthermore, as a consequence of certain of these changes, the Group might be required to increase its capital reserves and might need to access more expensive sources of financing to meet its regulatory liquidity and capital requirements. Any failure by the Group to adopt adequate responses to these or future changes in the regulatory framework might have an adverse effect on the Group’s business, financial condition and/or results of operations. Finally, non-compliance with Applicable Laws could expose the Group to potential liabilities and fines and/or damage its reputation.

As applicable to all other enterprises in Turkey, the Bank is also subject to Applicable Laws related to consumer protection, competition and antitrust. The Bank from time to time has been, and might in the future be, subject to investigations by the Turkish Competition Board (*Rekabet Kurulu*), some of which have resulted in material fines. For example, in March 2013, the Competition Board ruled for the Bank to be fined TL 147 million. On 15 August 2013, the Bank paid three quarters of this administrative penalty (i.e., TL 110 million) in accordance with the provisions of the Applicable Law permitting a 25% reduction when the penalty is paid within 30 days after the receipt of the final decision. Notwithstanding this payment, the Bank objected to this decision through proceedings before the Administrative Court of Ankara and requested a stay of execution. The

relevant court dismissed the Bank's claims and the Bank appealed the decision before the Council of State. The Bank's request of appeal was rejected by the Council of State and the Bank appealed for the revision of that decision before the Council of State. As of the date of this Base Prospectus, the relevant lawsuit is pending.

International Operations – The Group is subject to adverse changes in the regulatory and economic environment in the jurisdictions in which the Group operates

While a substantial majority of the Group's operations are in Turkey, it also maintains operations in countries such as Russia, Germany, France, the Netherlands, Switzerland, Bulgaria, the United Kingdom, Bahrain, Iraq, Georgia, Kosovo and the Turkish Republic of Northern Cyprus (the "TRNC"). The Group's operations outside of Turkey are subject to differing regulatory environments and domestic economic conditions and require the Group to engage in transactions in relevant local currencies such as the euro, the Russian Ruble and the Sterling. Adverse changes in the regulatory environments, tax and other laws, economic conditions, relevant exchange rates and/or other circumstances in the jurisdictions in which the Group operates might have a material adverse effect on the Group's business, financial condition and/or results of operations.

Participations – The Bank is exposed to risks relating to its equity investments

The Bank maintains equity participations in companies in various sectors, including financial services and non-financial services in sectors such as glass, telecommunications, software, shipping and health. While such investments have historically had an aggregate positive impact on the Group's financial condition: (a) any particular existing or future investment, or such investments in the aggregate, and/or (b) any divestitures, might result in losses to the Group, which might be material. In addition, the level of dividends received by the Bank from such investments might vary from year to year, potentially significantly, and affect the Bank's net income accordingly.

Related Party Transactions – The Bank is exposed to risks relating to doing business with related parties

The Banking Law (Law No. 5411) of Turkey (the "Banking Law") places limits on a Turkish bank's exposure to related parties. The Group enters into banking transactions with its affiliates, including non-financial entities in which it holds a participation, within the framework of the Banking Law and tax regulations. Although the Bank's management believes that these transactions are on an arm's length basis and in line with the Banking Law and tax regulations, the interests of the Group might not at all times be aligned with the interests of the Noteholders. For further information on the Group's transactions with its affiliates, see "Business of the Group – Subsidiaries and other Affiliates."

Measures to Prevent Money Laundering and/or Terrorist Financing – Third parties might use the Group as a conduit for illegal or terrorist activities without the Group's knowledge

Although the Group has adopted various policies and procedures, and has put in place systems, including internal control, "know your customer" rules and transaction monitoring, aimed at preventing money laundering and terrorist financing, and seeks to adhere to all requirements under Turkish legislation and international standards aimed at preventing it being used as a vehicle for money laundering or terrorist financing, these policies and procedures might not be completely effective. Similar to other financial institutions, if the Group does not comply with timely reporting requirements or other anti-money laundering or anti-terrorist financing regulations and/or is associated with money laundering and/or terrorist financing, its business, results of operations, financial condition and/or prospects could be adversely affected. In addition, involvement in such activities might carry criminal or regulatory fines and sanctions and could severely harm the Group's reputation.

Risk Management Strategies – The Group's risk management strategies and internal controls might leave it exposed to unidentified or unanticipated risks

The Group has a group-wide risk policy set by the Bank's Board of Directors. The Risk Management division monitors both internal and legal risk limits and other risks relating to subsidiaries falling within the scope of the group-wide risk policy. In addition, the Bank's subsidiaries also have their own internal, sector-specific risk policies, limits and procedures. The Bank's Risk Committee meets every three months to evaluate the Group's risk level on a consolidated basis. The risk levels of subsidiaries are reported to the Board of Directors through the Risk Management division.

The Group's risk management strategies and internal controls might leave it exposed to unidentified or unanticipated risks. The Group's risk management and internal control policies and procedures might not

adequately control, or protect the Group against, all credit, liquidity, market and other risks. In addition, certain risks might not be accurately quantified by the Group's risk management systems. Some of the Group's methods of managing risk are based upon the use of historical market data, which, as evidenced by events caused by the global financial crisis, might not always accurately predict future risk exposures, which might be significantly greater than historical measures indicate.

Any material deficiency in the Group's risk management or other internal control policies or procedures might expose it to significant credit, liquidity, market or operational risk, which might in turn have a material adverse effect on the Group's business, results of operations, financial condition and/or prospects. Notwithstanding anything in this risk factor, this risk factor should not be taken as implying that the Bank will be unable to comply with its obligations as a company with securities admitted to the Official List.

Turkish Disclosure Standards – Turkish disclosure standards differ in certain significant respects from those in certain other countries, potentially resulting in a lesser amount of information being available

Historically, the reporting, accounting and financial practices applied by Turkish banks have differed in certain respects from those applicable to banks in the EU, the United States, the United Kingdom or in other similar economies. There is less publicly available information on businesses in Turkey than is regularly published by similar businesses in the EU, the United States or in other similar markets and any information that is published might only be presented in Turkish.

The BRSA's rules require Turkish banks to publish their annual and quarterly financial reports on their websites. Annual financial reports comprise audited financial statements and activity reports, and quarterly financial reports comprise reviewed financial statements, interim management reports and corporate governance compliance reports. In recent years, many Turkish banks (including the Bank) have also prepared financial statements using IFRS for certain reporting periods, with their financial statements being available first under the BRSA Accounting and Reporting Regulations and subsequently being made available in IFRS financial statements. Most Turkish banks, including the Bank, have English versions of their financial statements available on their websites. In addition, banks that are listed on the Borsa İstanbul A.Ş. ("*Borsa İstanbul*"), such as the Bank, are also required to publish their financial statements on a quarterly basis and to disclose any significant development that is likely to have an impact on investors' decisions and/or that would be likely to have a significant effect on the price of the issuer's securities (both through the Turkish government's Public Disclosure Platform's (*Kamuyu Aydınlatma Platformu*) ("*Public Disclosure Platform*") website and the bank's own website). Nonetheless, investors might not have access to the same depth of disclosure relating to the Bank as they would for investments in banks in the EU, the United States, the United Kingdom and certain other markets.

The Group maintains its accounting systems and prepares its accounts in accordance with the relevant legislation and publishes quarterly financial results in accordance with the BRSA Accounting and Reporting Regulations. These accounts are not prepared on a basis consistent with IFRS as applied in preparing IFRS financial statements. The Bank only publishes annual (consolidated and unconsolidated) and half-yearly (consolidated only) financial statements that have been prepared in accordance with IFRS. There are differences between the BRSA Financial Statements and the IFRS Financial Statements. A summary of such differences as they apply to the Group has been included elsewhere in this Base Prospectus, including the differences described above and other potential differences that might materially affect the Group's results of operations and financial position (see Appendix 1 - "Overview of Significant Differences between IFRS and the BRSA Accounting and Reporting Regulations"). Potential investors should rely upon their own examination of the Group, the terms of the Covered Bonds and the financial and other information contained in this Base Prospectus.

Audit Qualification – The audit reports in relation to the Group's financial statements include a qualification

The BRSA Financial Statements include a qualification about a free provision allocated by the Group for the purpose of the conservatism principle applied by the Group considering the possible result of negative circumstances that might arise from any changes in economic or market conditions. The Group might have similar qualifications in the future. The auditor's statements on such qualification can be found in its letters included in each of such BRSA Financial Statements. The independent auditor's reports for the IFRS Financial Statements incorporated by reference herein also include a qualification about a free provision allocated by the Group for the same purposes.

The independent auditor's reports included in the BRSA Financial Statements include: (a) a qualification related to the free provision as of 31 December 2016 amounting to TL 800 million allocated by the

Bank's management, all of which had been recognised as an expense in prior periods, (b) after a reversal and recognition of income of TL 200 million during 2015, a qualification related to the free provision as of 31 December 2015 amounting to TL 800 million allocated by the Bank's management, all of which had been recognised as an expense in prior periods, and (c) a qualification related to the free provision as of 31 December 2014 amounting to TL 1,000 million allocated by the Bank's management, all of which had been recognised as an expense in prior periods. See also the audit reports included in the BRSA Financial Statements incorporated by reference herein. The Bank's management expects that similar qualifications will be included in the corresponding audit or review reports for future fiscal periods.

Such provisions might be reversed, re-allocated or increased by the Group in future periods, which might cause the Group's net profit to be higher or lower in future periods than it otherwise would be in the absence of such reversal, re-allocation or increase. These provisions do not impact the Group's level of tax.

Operational Risk – The Group might be unable to monitor and prevent losses arising from fraud and/or operational errors or disruptions

The Group employs substantial resources to develop and operate its risk management processes and procedures; *however*, similar to other banking groups, the Group is susceptible to, among other things, fraud by employees, customers or other third parties, failure of internal processes and systems (including to detect fraud or unlawful transactions), unauthorised transactions by employees and other operational errors (including clerical or record-keeping errors and errors resulting from faulty computer or telecommunications systems). The Group is also subject to service interruptions from time to time caused by third party service providers (such as telecommunications operators) or other service interruptions resulting from events such as natural disasters. Such events might result in interruptions to services to the Group's branches and/or impact customer service. Given the Group's high volume of transactions, fraud or errors might be repeated or compounded before they are discovered and rectified. In addition, a number of banking transactions are not fully automated, which might further increase the risk that human error or employee tampering will result in losses that might be difficult for the Group to detect quickly or at all. If the Group is unable to successfully monitor and prevent these or any other operational risks, or obtain sufficient insurance to cover these risks, then this might have a material adverse effect on the Group's reputation, business, financial condition and/or results of operations.

Notwithstanding anything in this risk factor, this risk factor should not be taken as implying that the Bank will be unable to comply with its obligations as a company with securities admitted to the Official List.

Dependence upon Information Technology Systems – The Group's operations are subject to interruptions to, or the improper functioning of, its information technology systems

The Group's business services and functions rely upon the proper delivery of the IT services or applications to support their operations. These IT services or applications run on IT systems that have been developed either in-house or by third-party providers. While the Group has implemented and has future plans for various projects to ensure the proper functioning of its IT systems, any significant inadequacy, disruption, breach, failure, performance issues or interruption of the Group's IT systems or any other systems in its branch network, clearing operations or elsewhere, inadequate selection of new technology, delays caused by the implementation of new technology or incomplete integration of new technology into the existing IT systems could result in unforeseen expense and difficulties in conducting the Group's operations, which might have a material adverse effect on the Group's business, financial condition and/or results of operations.

In addition, most of the Group's servers are maintained in the Group's main data centre located in İşkule, Turkey, and all of the Group's IT applications depend upon the proper functioning of the İşkule data centre. The Group initiated a project to migrate the İşkule data centre to a new Tier 4 data centre, which is (as of the date of this Base Prospectus) under construction and targeted to be completed within 12 months. In the event of a disaster, natural or otherwise, whereby the Group cannot operate its technology infrastructure, the Group has a contract with IBM to provide a recovery solution for the Group's critical systems at a centre located in İzmir, Turkey; *however*, while the Bank's entire branch infrastructure is connected to the İzmir disaster recovery site to ensure operational continuity, business critical applications might only function with limited capacity in such an event. For further information on the Group's IT system, see "*Business of the Group – Information Technology*." A disruption to the Issuer's IT systems might result in an inability of the Issuer to monitor compliance with the Statutory Tests, comply with its obligations under the Transaction Documents or the Turkish Covered Bonds Law or service the Cover Pool's Mortgage Assets.

The Group's expansion plans also depend to a large extent upon its ability to expand its IT capacity. Failure to put in place IT systems to support its expansion might materially adversely affect the Group's growth strategy.

Absence of Governmental Support – In general, Group companies' non-deposit obligations are not guaranteed by the Turkish or any other government and there might not be any governmental or other support in the event of illiquidity or insolvency

The non-deposit obligations of the Group companies are generally not guaranteed or otherwise supported by the Turkish or any other government; *however*, some of the Bank's subsidiaries might be entitled to receive governmental or other support in certain instances due to their status, such as the Bank's financial participation Türkiye Sınai Kalkınma Bankası A.Ş. ("TSKB"), an investment and development bank that benefits from a governmental guarantee of certain loans made to it. While rating agencies and others have occasionally included in their analysis of certain banks a view that systemically important banks would likely be supported by the banks' home governments in times of illiquidity and/or insolvency (examples of which sovereign support have been seen, and strained, in other countries during the recent global financial crisis), this might not be the case for Turkey in general or the Group companies in particular. Investors in the Covered Bonds should not place any reliance upon the possibility of the Group companies being supported by any governmental or other entity at any time, including by providing liquidity or helping to maintain the Group's operations during periods of material market volatility. See "Turkish Regulatory Environment – The SDIF" for information on the limited government support available for the Bank's deposit obligations.

Leverage Risk – The Group might become over-leveraged

One of the principal causes of the recent global financial crisis was the excessive level of debt prevalent in various sectors of the global economy, including the financial sectors of many countries. While there were many reasons for this over-leverage, important factors included the low cost of funding, the over-reliance by creditors (particularly investors in structured transactions) on the analysis provided by rating agencies (which reliance was often encouraged by regulatory and other requirements that permitted capital to be applied based upon the debt's rating) and the failure of risk management systems to identify adequately the correlation of risks and price risk accordingly. If the Group becomes over-leveraged as a result of these or any other reasons, then it might be unable to satisfy its obligations in times of financial stress, and such failure might have a material adverse effect on the Group's business, financial condition and/or results of operations.

Personnel – The Group's success depends upon retaining key members of its senior management and its ability to recruit, train and motivate qualified staff

The Group is dependent upon its senior management to implement its strategy and operate its day-to-day business. In addition, corporate, retail and other relationships of members of senior management are important to the conduct of the Group's business. In a rapidly emerging and developing market such as Turkey, demand for highly trained and skilled staff is very high and requires the Group to continually re-assess its compensation and employment policies. Accordingly, compensation and employment policies are reviewed every two years by collective bargaining with the trade union of which almost all of the Bank's Turkish employees are members. If members of the Group's senior management were to leave, particularly if they were to join competitors, then those employees' relationships that have benefited the Group might not continue with the Group. In addition, the Group's success depends, in part, upon its ability to attract, retain and motivate qualified and experienced banking and management personnel. The Group's failure to recruit and retain necessary personnel or manage its personnel successfully might have a material adverse effect on the Group's business, financial condition and/or results of operations.

On 22 March 2016, a court in İstanbul accepted a prosecutor's indictment against the current Chairman and certain senior managers of the Bank. See "Management – Recent Developments - POAŞ Proceedings." As of the date of this Base Prospectus, the Bank's management does not believe that this proceeding will have any material impact on the Bank; *however*, any adverse decision of the court against the current Chairman and/or such members of senior management might negatively impact their ability to perform their duties.

Labour Disputes – The Group's operations might be subject to work stoppages or other labour disputes

As of 31 December 2016, the Bank had 24,756 employees. Almost all of the Bank's Turkish employees are members of the Turkish union for the banking and insurance industries Banking and Insurance Labor Union (*Banka ve Sigorta İşçileri Sendikası*) ("Basisen"). Basisen and the Bank are parties to a collective bargaining agreement, which was signed in July 2016 and is effective until 31 December 2017. While the

Bank's management believes that the Bank's relationships with its employees and Basisen are satisfactory, the collective bargaining agreement with Basisen might not be extended or renewed at recent terms or the Group might not be able to renegotiate this collective bargaining agreement in a favourable and timely manner. In addition, although the Bank has not experienced any work stoppages or labour disputes to date, work stoppages or labour disputes might occur in the future. If a material disagreement between the Bank and Basisen arises, or if employees engage in a prolonged work stoppage or strike, the Group's business, financial condition and/or results of operations might be negatively affected.

Turkish Banking System – The Turkish banking sector has experienced significant volatility in the past and might experience significant volatility in the future

The significant volatility in the Turkish currency and foreign exchange markets experienced in 1994, 1998 and 2001, combined with the short foreign exchange positions held by many Turkish banks at those times, affected the profitability and liquidity of certain Turkish banks. In 2001, this resulted in the collapse of several financial institutions. Following this crisis, the government made structural changes to the Turkish banking system to strengthen the private (*i.e.*, non-governmental) banking sector and allow it to compete more effectively against the state-controlled banks. Notwithstanding such changes, the Turkish banking sector remains subject to volatility. If the general macro-economic conditions in Turkey, and the Turkish banking sector in particular, were to suffer another period of volatility, then this might result in further bank failures, reduced liquidity and weaker public confidence in the Turkish banking system, which might have a material adverse effect on the Group's business, financial condition and/or results of operations.

Dependence upon Banking and Other Licenses – Group members might be unable to maintain or secure the necessary licenses for carrying on their business

All banks established in Turkey require licensing by the BRSA. Each of the Bank and, to the extent applicable, each of its subsidiaries has a current Turkish and/or other applicable license for all of its banking and other operations. The Bank's management believes that the Bank and each of its subsidiaries is currently in compliance with its existing material license and reporting obligations; nevertheless, if it is incorrect, or if any member of the Group were to suffer a future loss of a license, breach the terms of a license or fail to obtain any further required licenses, then this might have a material adverse effect on the Group's business, financial condition and/or results of operations.

Large Shareholders – The interests of the İşbank Personnel Supplementary Pension Fund and the CHP, which together held 68.24% of the Bank's outstanding share capital as of 31 December 2016, might not be aligned with the interests of the investors in the Covered Bonds

As of 31 December 2016, 40.15% of the Bank's shares were held by Türkiye İş Bankası A.Ş. Mensupları Munzam Sosyal Güvenlik ve Yardımlaşma Sandığı Vakfı (the "İşbank Personnel Supplementary Pension Fund") and 28.09% (Atatürk's shares) were owned by the CHP. The interests of such shareholders might not be aligned with the interests of the investors in the Covered Bonds.

Risks relating to the Cover Pool

The Covered Bonds will constitute direct, unconditional and unsubordinated obligations of the Issuer, backed by the Transaction Security. As such, an investment in the Covered Bonds represents exposure to both the creditworthiness of the Issuer and assets comprising the Cover Pool. The following discusses certain risks relating to the value of the Cover Pool.

Insufficient Cover Pool – The value of the Cover Pool might be insufficient to ensure payment of all of the Issuer's obligations under the Transaction Documents

The Issuer is required under the Covered Bonds Communiqué to comply with certain cover matching principles (*i.e.*, the Statutory Tests) as long as any Covered Bond is outstanding. Under the Covered Bonds Communiqué, if the Cover Pool does not fulfil any of the Statutory Tests, then the Issuer is required to rectify such non-compliance within one month of its detection of the occurrence of such breach (including, for a Statutory Test Date, within one month of such Statutory Test Date).

As part of the Statutory Tests, the Covered Bonds Communiqué requires that the Issuer ensure that the net present value of the Cover Pool Assets exceeds at all times, by at least 2%, the net present value of the Total Liabilities. See "Summary of the Turkish Covered Bonds Law." Furthermore, the Issuer has covenanted in the Security Agency Agreement to ensure that the Nominal Value of the Cover Pool is not less than the product of:

(a) the Turkish Lira Equivalent of the aggregate Principal Amount Outstanding of all Covered Bonds outstanding and (b) the sum of one plus the decimal equivalent of the highest then-existing Required Overcollateralisation Percentage among all then-outstanding Series. While such percentage might differ for different Series depending upon their applicable ratings and Relevant Rating Agencies and other factors, the Issuer will (at any applicable time) be required to satisfy the highest Required Overcollateralisation Percentage then applicable among all the outstanding Series. In addition, the Required Overcollateralisation Percentage for a Series can change from time to time, including being reduced in the manner described in “*General Description of the Programme - Programme Description - Required Overcollateralisation Percentage.*”

The ability of the Issuer to satisfy the Statutory Tests and maintain the overcollateralised portion of the Cover Pool might be dependent upon factors that are beyond the control of the Issuer; for example, the performance of the Turkish housing market.

If an Administrator is appointed for the administration of the Cover Pool pursuant to Article 27 of the Covered Bonds Communiqué and the Administrator deems it necessary for the benefit of the Covered Bondholders, the Administrator may recommend to the CMB that the Covered Bonds be redeemed early and, if the CMB deems it appropriate, the Administrator (without the consent of the Covered Bondholders) may perform the liquidation of the Cover Pool Assets and instruct or cause the Issuer to make an early redemption of the Covered Bonds in whole or in part. This could result in the Covered Bondholders (and Receiptholders and Couponholders) receiving payment according to a schedule that is different than that contemplated by the terms of the Covered Bonds (with accelerations as well as delays) or that the Covered Bondholders (and Receiptholders and Couponholders) are not paid in full.

In addition, in order for the payment of the Total Liabilities on their due dates, the Administrator is entitled to sell Cover Pool Assets, purchase new assets, utilise loans or conduct repurchase transactions without any early redemption decision. This could result in the Covered Bondholders (and Receiptholders and Couponholders) receiving payment according to a schedule that is different than that contemplated by the terms of the Covered Bonds or that the Covered Bondholders (and Receiptholders and Couponholders) are not paid in full.

“*Total Liabilities*” has the meaning given to such term in the Covered Bonds Communiqué (as of the date hereof, the aggregate of all liabilities owed by the Issuer in respect of the Covered Bonds (including Receipts and Coupons) and derivative instruments (if any) registered in the Cover Register).

Changes in Value of Mortgaged Property – The collateral securing the Mortgage Assets might decline in value, which might result in the Cover Pool being insufficient to ensure payment of all of the Issuer’s obligations under the Transaction Documents

As loan-to-value ratio limits are imposed by the Issuer when a Mortgage Asset is originated, the value of the individual loan obligation is initially overcollateralised by the mortgage held by the Issuer in respect of such loan; *however*, the value of the mortgaged property might reduce over time as a result of various reasons, including falling property values and inadequate maintenance.

The Covered Bonds Communiqué requires the Issuer to monitor the general changes in the property prices securing the Mortgage Assets and determine the ratio of such change (the “*Property Price Change Ratio*”) annually based upon a generally accepted index, if available. As of the date of this Base Prospectus, the index used by the Issuer is the Property Price Index (*Konut Fiyat Endeksi*) (the “*KFE*”) released by the Central Bank on a monthly basis. The calculation of the KFE is based upon the price data compiled from valuation reports prepared at the approval stage of mortgage loans extended by banks. In this context, all properties appraised are included within the scope of the calculation of the KFE regardless of whether such property is sold or such loan is utilised. If the Issuer identifies a decline in the property prices within a specific geographical region or in Turkey in general, then it must decrease the value of the relevant property for calculating collateral value by applying the Property Price Change Ratio and re-calculating whether the Cover Pool Assets comply with the requirements of the Covered Bonds Communiqué. Correspondingly, though not mandated by the Covered Bonds Communiqué, the Issuer might apply a higher valuation at a future date if the selected index demonstrates an increase in property prices. Any declines in the value of the mortgage collateral might result in the Cover Pool being insufficient to ensure payment of all of the Issuer’s obligations under the Transaction Documents, and any increases in the value of the mortgage collateral might enable the Issuer to include fewer assets in the Cover Pool and/or issue additional Covered Bonds against the value of the Cover Pool.

Realisable Value of the Cover Pool – There are various factors that might negatively affect the realisable value of the Cover Pool or any part thereof

If an Event of Default occurs and a Notice of Default is served on the Issuer, then the Security Agent will (upon instructions from the Covered Bondholder Representative) be entitled to enforce the security interests over the Security Assignment Security granted by the Issuer in favour of the Security Agent under and pursuant to the terms of the Security Assignment and the other Non-Statutory Security, and the proceeds from the realisation of the Transaction Security will be applied towards payment of the Issuer's obligations under the Transaction Documents in the manner provided in the Transaction Documents and the Covered Bonds Communiqué; *it being understood* that the Security Agent does not have a security interest over the portion of the Transaction Security that is included in the Cover Pool, which is subject to liquidation pursuant to the provisions of the Covered Bonds Communiqué (see "*Risks relating to the Covered Bonds Communiqué - No Direct Security Interest in Favour of Covered Bondholders in the Cover Pool*").

The realisable value of the Mortgage Assets and their related security included in the Cover Pool might be reduced by (*inter alia*): (a) default by Borrowers, (b) changes to the lending criteria of the Issuer and (c) possible changes in Applicable Law, some of which factors are considered in more detail below. While the Statutory Tests, the Required Overcollateralisation Percentages and the Individual Asset Eligibility Criteria are intended to ensure that there will be an adequate amount of Mortgage Assets and other assets in the Cover Pool to enable the repayment of the Covered Bonds following service of a Notice of Default, there is no assurance that the Mortgage Assets or other Transaction Security could be realised for sufficient value to enable the Issuer's obligations under the Transaction Documents to be paid in full.

Default by Borrowers – Default by Borrowers in paying amounts due on their Mortgage Assets might result in the value of the Cover Pool being insufficient to ensure payment of all of the Issuer's obligations under the Transaction Documents

Borrowers might default on their obligations under the Mortgage Assets, which defaults might occur for a variety of reasons. Various factors influence mortgage delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal, such as changes in the national or international economic climate, regional economic or housing conditions, changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments and government policies. Other factors in the Borrowers' individual, personal or financial circumstances might adversely affect the ability of the Borrowers to repay the Mortgage Assets, such as loss of earnings, illness, divorce and other similar factors. In addition, the ability of a Borrower to sell a property given as security for a Mortgage Asset at a price sufficient to repay the amounts outstanding under that Mortgage Asset will depend upon a number of factors, including the availability of buyers for that property, the value of that property and the ability and willingness of potential buyers to obtain a mortgage at the time. Any of such circumstances could result in the value of the Cover Pool being insufficient to ensure payment of the Issuer's obligations under the Transaction Documents.

Insurance of Mortgage Assets – Insurance with respect to a mortgaged property might be insufficient to cover the remaining obligations of a Borrower under the related Mortgage Asset

As a matter of Turkish law, each Borrower of a Mortgage Asset is required to maintain earthquake insurance for the related real property (subject, as of the date of this Base Prospectus, to a maximum claim of TL 170,000) and they are also permitted to enter into life insurance policies that name the Issuer as the primary loss payee in order to secure their obligations under such Mortgage Asset. Any amounts received by the Issuer under such insurance might be insufficient to pay off such Mortgage Asset in full, particularly for damage caused by an earthquake on a property with respect to which the related Mortgage Asset exceeds the maximum claim. Such circumstances could result in the value of the Cover Pool being insufficient to ensure repayment of the Issuer's obligations under the Transaction Documents, particularly if such occurs as a result of an earthquake or other catastrophic event that affects a large number of such properties.

Changes in Applicable Law – Possible changes in Applicable Law (including in the Covered Bonds Communiqué) could negatively affect the value of the Cover Pool

The Cover Pool (including the Mortgage Assets included therein) is subject to a number of requirements under the Applicable Laws of Turkey, including those set out in the Covered Bonds Communiqué. These requirements include (without limitation) consumer protection laws, lending criteria requirements, bankruptcy rules and (under the Covered Bonds Communiqué) the Statutory Tests, cover asset eligibility criteria and other measures for the treatment of the Cover Pool. In the event that there are any changes in any of these requirements, including any changes in the Covered Bonds Communiqué that provide for a more lenient

monitoring of the Cover Pool, or any new Applicable Laws, then the value of the Cover Pool might be insufficient to ensure payment of the Issuer's obligations under the Transaction Documents.

Secondary Mortgage Market – There is no substantial secondary mortgage loan market in Turkey, which might negatively affect the realisation on the Mortgage Assets

The ability of the Cover Pool to cover payment of the Issuer's obligations under the Transaction Documents might depend upon whether the Mortgage Assets and their related security can be sold, realised or refinanced by the Issuer or the Administrator, as applicable, so as to obtain a sufficient amount to cover such obligations. There is not yet an active and liquid secondary market for mortgage loans in Turkey and there is limited experience in Turkey of selling mortgage loans in distressed scenarios (particularly if, at the time thereof, multiple holders of mortgage loans are in distress, which might occur as a result of general macro-economic or other conditions affecting Turkish lenders generally). Further, no assurance can be given that the CMB or any other regulatory authority will not take action (or that future adverse regulatory developments will not arise) with respect to the enforcement, sale or disposal of the Mortgage Assets. Any such action or developments might have a material adverse effect on the realisable value of the Mortgage Assets and ultimately adversely affect whether the value of the Cover Pool is sufficient to ensure payment of the Issuer's obligations under the Transaction Documents.

Reliance on Hedging Counterparties – The Hedging Counterparties might not make payments under the Hedging Agreements and/or the Hedging Agreements might be terminated, which might result in the value of the Cover Pool being insufficient to ensure payment of all of the Issuer's obligations under the Transaction Documents

To provide a hedge against possible variances in the rates of interest payable on or currency risks associated with the Mortgage Assets and/or the Covered Bonds, the Issuer may enter into one or more Interest Rate Swap(s) with one or more Interest Rate Swap Provider(s) and/or one or more Currency Swap(s) with one or more Currency Swap Provider(s) under one or more Interest Rate Swap Agreement(s) and/or Currency Swap Agreement(s), respectively. The rights of the Issuer in, to and under such Hedging Agreements form part of the Cover Pool.

If the Issuer does not make timely payments of some or all of the amounts due under any Hedging Agreement, then the related Hedging Counterparty might not be obligated to make some or all of the corresponding payments to the Issuer under such Hedging Agreement. If a Hedging Counterparty is not obligated to make any of such payments, or if it defaults on its obligations to make such payments, then the value of the Cover Pool might be insufficient to provide for full payment of the Issuer's obligations under the Transaction Documents.

In addition, if any Hedging Agreement is terminated or a new Hedging Agreement is desired, the Issuer might have difficulty finding a new or replacement Hedging Counterparty, particularly one that will permit the maintenance of the credit rating of the Covered Bonds. Any of the Hedging Agreements might have provisions that permit one or both parties to terminate such Hedging Agreement (whether voluntarily, upon the occurrence of certain events or otherwise), or both parties might agree to terminate a Hedging Agreement at any time. Any inability to find a new or replacement Hedging Counterparty might have an adverse effect on the Covered Bonds, including their credit rating.

If a Hedging Agreement terminates (in whole or in part), then the Issuer might be obligated to make a termination payment under such Hedging Agreement to the relevant Hedging Counterparty. There can be no assurance that the Issuer will have sufficient funds available to make such a termination payment, nor can there be any assurance that the Issuer will be able to enter into a replacement Hedging Agreement. If the Issuer is obligated to pay a termination payment under any Hedging Agreement, then such termination payment will rank *pari passu* with amounts due on the Covered Bonds and thus there might be insufficient Cover Pool Assets to make all relevant payments to Covered Bondholders.

If (to the extent applicable) any short-term or long-term debt rating of a Hedging Counterparty falls below any minimum short-term or long-term rating level (as the case may be) prescribed in the relevant Hedging Agreement, then such Hedging Counterparty might be obligated to take one or more of the following actions: (a) provide collateral in support of its obligations under such Hedging Agreement, (b) procure a guarantee of its obligations under such Hedging Agreement from an appropriately rated entity, (c) procure a replacement counterparty, being another appropriately rated entity who takes a transfer of such Hedging Counterparty's obligations under such Hedging Agreement or enters into a replacement Hedging Agreement (*it being understood* that such replacement Hedging Agreement might not be as favourable to the Issuer as the

previous Hedging Agreement), and/or (d) take such other actions as shall be agreed in such Hedging Agreement. The timing, extent and availability of such action required to be taken might vary based upon the individual requirements of the Relevant Rating Agency(ies) applicable at the time such Hedging Agreement was entered into and/or the level to which the rating of the relevant Hedging Counterparty has been downgraded.

The Issuer might be obligated under a Hedging Agreement to make payments to the applicable Hedging Counterparty before such Hedging Counterparty makes its corresponding payment into a Non-TL Hedge Collection Account. As such, and notwithstanding the *pro rata* and *pari passu* nature of the Total Liabilities, a Hedging Counterparty might be paid (including from the Transaction Security) before the Covered Bondholders, which (if such Hedging Counterparty does not then make its corresponding payment into a Non-TL Hedge Collection Account) might result in the Covered Bondholders receiving less than a *pro rata* payment with respect to their share of the Total Liabilities.

Copies of Hedging Agreements are available to investors and potential investors in the Covered Bonds, including to review any termination events described in clause (c)(v) of “*Summary of the Turkish Covered Bonds Law - Derivative Instruments*.”

Reliance on Offshore Account Bank – The Offshore Account Bank might suffer a decline in credit quality, which could result in the value of the Cover Pool being insufficient to ensure payment of all of the Issuer’s obligations under the Transaction Documents

If there is a decline in the credit quality of the Offshore Account Bank, then the ability of the Secured Creditors to receive full payment of the applicable funds in the Offshore Bank Accounts might be negatively affected. In addition, the Issuer might have difficulty finding a new or replacement Offshore Account Bank if it is required to move the Offshore Bank Accounts, including as a result of an Offshore Account Bank Event. Any such circumstance might have an adverse effect on the Covered Bonds, including their credit rating.

Set-off Risk – Borrowers might have set-off rights that reduce the value of the Mortgage Assets

If the Issuer has entered into transactions (including deposit-holding) with a Borrower of a Mortgage Asset, then such Borrower might, under certain conditions, have a right of set-off of its obligations under such Mortgage Asset against any amounts owed to it by the Issuer (either outside of the bankruptcy of the Issuer or in the event of the bankruptcy of the Issuer).

In accordance with the Turkish Code of Obligations (the “TCO”), set-off between two obligations is possible provided that the obligations are: (a) mutual, (b) of the same kind and (c) due and payable. In addition, the right of set-off must not have been waived contractually by the debtor nor excluded by Applicable Law.

Although the TCO states that the right of set-off may be waived contractually, the Issuer most likely cannot contractually eliminate the Borrowers’ rights to set-off in the arrangements or contracts in connection with its transactions (including deposit-holding and transactions under loan agreements) with the Borrowers, including the loan agreements underlying the Mortgage Assets, as such a waiver of the set-off right likely would be deemed invalid pursuant to the scrutiny applicable to general terms and conditions introduced by the TCO and Turkey’s consumer protection legislation. This scrutiny aims at protecting the weaker party from general terms and conditions that are imposed upon it and that are “unusual,” “unjust,” “onerous” or “unfair.” Any contractual waiver in respect of set-off rights under standardised general terms and conditions, including under form mortgage loans with retail Borrowers, would most likely be judged invalid.

Consequently, this risk should be given consideration based upon its potential impact on the realisable value of the Mortgage Assets. While the Cover Pool envisages overcollateralisation ratios above statutory requirements, no assurance can be given that, if the right of set-off has been duly exercised by one or more Borrower(s) of the Mortgage Assets, the value of the Cover Pool will be sufficient to pay all amounts due and payable under the Covered Bonds.

Ancillary Rights – A court might determine that some or all of the Ancillary Rights are not eligible to benefit from the Statutory Segregation

The Covered Bonds Communiqué includes a “receivable” of a mortgage loan as eligible for Statutory Segregation; *however*, the precise scope of what constitutes a “receivable” for these purposes is unclear. While the Issuer has contractually agreed that the relevant proceeds of Ancillary Rights shall constitute part of the Cover Pool Assets, if it is subsequently judicially determined that all or part of the Ancillary Rights do not constitute “receivables” of Mortgage Assets for the purposes of Article 9 of the Covered Bonds Communiqué, then the obligation of the Issuer to apply the relevant proceeds of such Ancillary Rights in satisfaction of any

obligations owed by the Issuer under the Transaction Documents to the Secured Creditors will be an unsecured contractual obligation only and such Ancillary Rights will not be Cover Pool Assets and thus not benefit from Statutory Segregation.

Geographical Risks – The Mortgage Assets are all secured by real property in Turkey, with significant concentrations in certain locations, which might result in increased exposure to potential national or regional economic, catastrophic and other risks

The Mortgage Assets will be secured by real property located only in Turkey. The value of the Cover Pool might decline sharply and rapidly in the event of a general downturn in the value of real property in Turkey or other national risks. Any such downturn thus might result in the value of the Cover Pool being insufficient to ensure payment of all of the Issuer's obligations under the Transaction Documents.

The Mortgage Assets will likely be concentrated in certain regions of Turkey, principally in İstanbul and Ankara. Certain geographic regions of Turkey might experience weaker regional economic conditions (including on local employment levels and/or wages) and housing markets or be directly or indirectly affected by natural disasters, including earthquakes. Such conditions could result in regional declines in the value of real property and/or (such as due to declining regional employment) the ability of Borrowers to make payments on their Mortgage Assets. Mortgage Assets in such areas might experience higher rates of loss and delinquency than other Mortgage Assets, which might result in the value of the Cover Pool being insufficient to ensure payment of all of the Issuer's obligations under the Transaction Documents.

No Due Diligence – None of the Arrangers, the Dealers or (other than the Cover Monitor in the limited manner described herein) any other persons has performed or will perform any due diligence in relation to the Cover Pool

No investigations, searches, audits or other actions in respect of any assets contained or to be contained in the Cover Pool has been or will be performed by the Arrangers, the Dealers, the Agents, the Security Agent or (other than the Cover Monitor in the limited manner described herein) any other person. The Issuer is obligated to ensure that the Cover Pool fulfils the requirements of the Covered Bonds Communiqué (including the Statutory Tests), the Required Overcollateralisation Percentage and the Individual Asset Eligibility Criteria.

Cover Pool Description – Covered Bondholders will receive limited information on the Cover Pool

While the Security Agency Agreement provides that investors in the Covered Bonds will have access to the Investor Reports and the Cover Monitor Agreement provides that Covered Bondholders may obtain copies of the Cover Monitor Reports from the Security Agent in the manner permitted in the Cover Monitor Agreement, they will not receive detailed statistics or information in relation to the Mortgage Assets, other assets in the Cover Pool or other Transaction Security. It is expected that the constitution of the Cover Pool will frequently change, including due to the Issuer: (a) assigning additional Cover Pool Assets to the Cover Pool and (b) removing Cover Pool Assets from the Cover Pool or substituting existing Cover Pool Assets in the Cover Pool.

While each Mortgage Asset added to the Cover Pool will be required to meet the Individual Asset Eligibility Criteria and the requirements of the Covered Bonds Communiqué, the constitution of the Cover Pool is dynamic and there are no assurances that the credit quality of the assets in the Cover Pool will remain the same as of the date of this Base Prospectus or on or after the Issue Date of any Covered Bonds. See "General Description of the Programme - Creation and Administration of the Cover Pool - Changes to the Cover Pool."

Loan Origination Guidelines – The Issuer's guidelines for originating or acquiring mortgage loans do not ensure that a Borrower will be able to make payment on its mortgage loan, and such guidelines might be waived or become less rigorous

The Mortgage Assets were (and will be) originated (or purchased) by the Issuer pursuant to certain established origination guidelines and, in certain cases, based upon exceptions to those guidelines. It is expected that the Issuer's lending criteria will generally consider, *inter alia*, the type of property, term of loan, age of applicant, loan-to-value ratio, status of applicant and credit history. The Issuer retains the right to revise its lending criteria from time to time. Although these guidelines have been designed to identify and appropriately assess the repayment risks associated with the origination of mortgage loans, it cannot be ensured that the interest and principal payments due on any Mortgage Asset will be paid when due, or at all, or whether the value of the property securing such Mortgage Asset will be sufficient to otherwise provide for recovery of such amounts.

To the extent exceptions were made to the underwriting guidelines in originating (or purchasing) a Mortgage Asset, those exceptions might increase the risk that principal and interest amounts might not be received or recovered relating to such Mortgage Asset. Compensating factors, if any, that might have formed the basis for making an exception to the underwriting guidelines might not in fact compensate for any additional risk. In addition, the Issuer's origination guidelines might change over time, including to become less rigorous, which might increase the risk of default by a Borrower under a Mortgage Asset.

Any increased risk that principal and interest amounts might not be received or recovered in respect of the Mortgage Assets could have a material adverse effect on the Issuer's financial condition, results of operations and/or ability to perform its obligations under the Covered Bonds and/or on whether the value of the Cover Pool is sufficient to ensure payment of all of the Issuer's obligations under the Transaction Documents.

Risks relating to the Covered Bonds Communiqué

Set out below is a description of material risks relating to the Covered Bonds Communiqué:

Uncertainty of Legal Implementation – The Covered Bonds Communiqué is untested and thus there is uncertainty as to how its provisions will be implemented or interpreted in any legal or regulatory proceedings

The Covered Bonds Communiqué is a new regulation in Turkey and has not yet been the subject of any legal proceedings. In addition, the concept of covered bonds issued under the Covered Bonds Communiqué and governed by foreign law was only quite recently introduced to the Turkish market and it is not certain how the Covered Bonds Communiqué and the relevant provisions of the Turkish insolvency law would be interpreted in judicial, administrative or other relevant practice. Furthermore, the Turkish Covered Bonds Law might be amended or supplemented in a manner that adversely affects the Covered Bonds. The regulatory authorities and courts have significant discretion over enforcement and interpretation of the Applicable Law. As a result, no assurance can be given as to the impact of any possible judicial decision or change to the Applicable Law in Turkey (including the Turkish Covered Bonds Law) or administrative or other relevant practice.

While Turkish courts and regulators are generally required to make decisions within the general framework of the Covered Bonds Communiqué, as there are yet no precedents of claims relating to covered bonds being brought before Turkish courts or regulators and the enforcement of covered bond-related claims by Turkish courts and regulators is thus untested, there are uncertainties with regard to the enforcement of matters relating to a covered bond issuance and the Turkish courts' and regulators' approach to such matters. For example, use of enforcement agents is not common in Turkey and whether Turkish courts will accept enforcement agents to act on behalf of investors is not certain.

Furthermore, the interpretation of certain provisions of the Applicable Law of Turkey, in particular commercial, financial and insolvency laws and regulations, is not very well established due to there being little precedent in respect of sophisticated commercial and financial transactions between private parties. These Applicable Laws are subject to changes and interpretation in a manner that cannot currently be foreseen or anticipated, which changes might adversely affect the rights and obligations of the Issuer and/or the Secured Creditors arising in connection with the Programme.

In addition, any change in Applicable Laws or in practice in Turkey, the United Kingdom or any other relevant jurisdiction might adversely impact: (a) the ability of the Issuer to make payments with respect to the Covered Bonds and/or (b) the market price of the Covered Bonds.

See also “*Risks relating to Covered Bonds generally - Enforcement of Judgments.*”

No Direct Security Interest in Favour of Covered Bondholders in the Cover Pool – Covered Bondholders will not have direct remedies against the Cover Pool

While the Security Assignment covers the Offshore Bank Accounts and other Non-Statutory Security, the Covered Bonds Communiqué does not confer a direct security interest in favour of the Security Agent or Covered Bondholders over the Cover Pool. As a result, the Security Agent and Covered Bondholders are not entitled to any direct remedy against the Cover Pool, such as selling the Cover Pool Assets, if the Issuer defaults (including in its payment obligations) under the Covered Bonds. In case the management or administration of the Issuer is transferred to public authorities, its operating permit is cancelled or it declares bankruptcy, the CMB may, but is not obligated to, appoint an Administrator to take the necessary actions pursuant to the Covered Bonds Communiqué for the benefit of the Covered Bondholders. Such an Administrator would have wide powers, including the ability to cause the redemption of the Covered Bonds (in whole or in part) early if it

determines, in its discretion and subject to the CMB's approval, that early redemption is in the interests of the Covered Bondholders. See "*Summary of the Turkish Covered Bonds Law*."

Common Collateral – Covered Bondholders share the Cover Pool with Hedging Counterparties and other Secured Creditors, the claims of which might negatively affect the ability of the Cover Pool to cover all of the amounts payable under the Covered Bonds

As a result of the Covered Bonds Communiqué, the Covered Bondholders, Receiptholders, Couponholders and Hedging Counterparties have the benefit of priority to the Cover Pool upon liquidation or bankruptcy of the Issuer. The fees of the Administrator might also rank *pari passu* with, or even senior to, such claims and (as described in "*General Description of the Programme - Programme Description - Ranking of the Covered Bonds*") the Other Secured Creditors might also have a claim on the Additional Cover. Given the *pari passu* ranking of claims under the Covered Bonds (including Receipts and Coupons) and Hedging Agreements against the Cover Pool under the Covered Bonds Communiqué, and the potential claims of other Secured Creditors against some of the Cover Pool, in the event of the Issuer's liquidation or bankruptcy, the amount available to be paid to Covered Bondholders, Receiptholders and Couponholders out of the Cover Pool on a prioritised basis might be affected by the amounts payable at the relevant time to Hedging Counterparties under Hedging Agreements and such other claimants. To the extent that the Total Liabilities are not met out of the assets in the Cover Pool, the residual claims will (except to the extent payable from the Non-Statutory Security) rank *pari passu* with the unsecured and unsubordinated obligations of the Issuer.

Any such residual claims will be subject to certain preferential obligations under Turkish law (including, without limitation, liabilities that are preferred by reason of reserve and/or liquidity requirements required by Applicable Law to be maintained by the Bank with the Central Bank, claims of individual depositors with the Bank to the extent of any amount that such depositors are not fully able to recover from the SDIF, claims that the SDIF might have against the Bank and claims that the Central Bank might have against the Bank with respect to certain loans made by it to the Bank), which preferential claims might also take seniority over the Non-Statutory Security. In addition: (a) creditors of the Bank benefitting from collateral provided by the Bank will have preferential rights with respect to such collateral and (b) creditors of a foreign branch of the Bank might have preferential rights with respect to the assets of such branch. Any such preferential claims might reduce the amount recoverable by the Covered Bondholders on any dissolution, winding up or liquidation of the Bank and might result in an investor in the Covered Bonds losing all or some of its investment.

Administrator Expenses – The ranking of the Administrator's expenses is unclear

Article 27 of the Covered Bonds Communiqué does not specify whether any liabilities, costs or expenses incurred by the Administrator rank *pari passu* with or senior to the Total Liabilities, including against the Cover Pool. Further, there is no statutory limit specified as to the quantum of any such amounts. If such amounts are determined to rank *pari passu* with or senior to the Total Liabilities or are excessive in amount, then Covered Bondholders might be adversely affected.

Cover Pool Liquidity – The Administrator may raise liquidity to cover some or all of the Total Liabilities, the claims under which liquidity might rank at least pari passu with the claims of the Covered Bondholders

Under the Covered Bonds Communiqué, the Administrator may raise liquidity through the sale of Mortgage Assets and other assets in the Cover Pool to fulfil some or all of the Total Liabilities. In addition, to fulfil some or all of the Total Liabilities on their due dates, the Administrator may utilise loans or conduct repo transactions. Although the Covered Bonds Communiqué does not include any provision specifically in relation to the ranking of the counterparties of such transactions, the claims of the counterparties of those transactions might rank *pari passu* with or senior to the claims of the Covered Bondholders and existing Hedging Counterparties with respect to the Cover Pool Assets, which might have an adverse effect on the ability of the Covered Bondholders to receive payments due to them under the Transaction Documents.

In addition, there can be no assurance as to the actual ability of the Administrator to raise liquidity, whether from the sale of assets or incurrence of obligations, which might result in a failure of Covered Bondholders to receive full and timely payments. There is no assurance as to whether there will be a market for the Cover Pool Assets.

New Issuer – The Covered Bonds and Cover Pool Assets might be transferred to another entity, which would assume the Issuer’s obligations under the Covered Bonds

After its appointment pursuant to the Covered Bonds Communiqué, an Administrator may, with the consent of the CMB, transfer (an “*Administrator Transfer*”) all or part of the Cover Pool Assets and the Total Liabilities and any other obligations that benefit from the Cover Pool to another bank or mortgage financial institution within the meaning of the Covered Bonds Communiqué (such mortgage financial institution, an “*MFI*”) that is able to issue covered bonds under the Covered Bonds Communiqué. Upon an Administrator Transfer, the ownership of the relevant Cover Pool Assets would be deemed to have passed to such bank or MFI (the “*New Issuer*”) and the Issuer shall be discharged from the Total Liabilities (or relevant part thereof in the case of a partial transfer) that are assumed by the New Issuer. An Administrator Transfer is not subject to the consent of the Security Agent, Covered Bondholders, Hedging Counterparties, Agents or other Secured Creditors and will not constitute an Event of Default. There is no assurance as to whether there will be an eligible transferee to take over the Total Liabilities and the corresponding Cover Pool Assets after the appointment of an Administrator. See Condition 10.3 (*Transfer to Another Institution*).

Risks relating to the Transaction Documents

Set out below is a description of material risks relating to the Transaction Documents generally:

Further Issues – The Bank may issue further Covered Bonds of any Series, which would dilute the interests of an existing Covered Bondholder of such Series

As permitted by Condition 16 (*Further Issues*), the Bank may from time to time without the consent of the Covered Bondholders of a Series create and issue further Covered Bonds of that Series; *provided* that (among other conditions): (a) such further Covered Bonds are fungible with the existing Covered Bonds of such Series for U.S. federal income tax purposes as a result of their issuance being a “qualified reopening” under U.S. Treasury Regulation §1.1275-2(k) and (b) unless such Series is denominated and payable in Turkish Lira, a Rating Agency Confirmation from the Relevant Rating Agency(ies) of all outstanding Series is obtained. To the extent that the Bank issues further Covered Bonds of a Series, the interest of an existing Covered Bondholder of such Series (*e.g.*, in respect of any meeting of holders of the Covered Bonds of that Series (see “*Majority Decisions*” below)) will be diluted.

Additional Series – The Bank may from time to time issue additional Series of Covered Bonds, which might dilute the interests of existing Covered Bondholders in the Cover Pool and would dilute their share of Programme-wide voting rights

The Bank may from time to time without the consent of the Covered Bondholders or any other Secured Creditors create and issue additional Series of Covered Bonds; *provided* that (among other conditions), unless such Series is denominated and payable in Turkish Lira, a Rating Agency Confirmation from the Relevant Rating Agency(ies) of all outstanding Series is obtained. To the extent that the Bank issues further Series, the Programme-wide voting rights of the existing Covered Bondholders will be diluted (see “*Programme-level Decisions*” below). While the Issuer would continue to be required to comply with the Statutory Tests and the Required Overcollateralisation Percentage for each Series, any such additional issuance might reduce the ability of the Cover Pool to cover repayment of the Issuer’s obligations under the Transaction Documents. See Condition 16 (*Further Issues*).

Limited Rights of Acceleration – Covered Bonds can be accelerated only in limited circumstances

The terms and conditions of the Covered Bonds (the “*Conditions*”) include a very limited list of Events of Default, the occurrence of which would permit the Covered Bonds to be accelerated. The ability of Covered Bondholders to accelerate the Covered Bonds will thus be very limited. See “*General Description of the Programme - Events of Default*.”

Amendments without Secured Creditor Consent – The Issuer may make modifications to the Transaction Documents without the consent of the Secured Creditors

The Agency Agreement provides that the Issuer may (without the consent of the other parties thereto and, subject to the provisions of the other applicable Transaction Documents, the other parties thereto and any other Secured Creditors) make amendments to the Conditions or any of the other Transaction Documents under certain circumstances, as more particularly set out in “*Description of the Transaction Documents - Agency Agreement - Amendments*.” Such amendments might negatively affect one or more of the Covered Bondholders or other Secured Creditors.

Majority Decisions – The Conditions of the Covered Bonds will contain provisions that may permit their modification or waiver without the consent of all of the investors in the applicable Series

The Conditions of the Covered Bonds will contain provisions for calling meetings of Covered Bondholders to consider matters affecting their interests generally, including modifications or waivers of elements thereof. These provisions permit holders of defined percentages of Covered Bonds to bind all Covered Bondholders of a Series, including Covered Bondholders who did not attend and vote at the relevant meeting and Covered Bondholders who voted in a manner contrary to the deciding group. As a result, decisions may be taken by the Covered Bondholders of a Series that are contrary to the preferences of any particular Covered Bondholder.

Programme-level Decisions – Certain decisions of Covered Bondholders may be taken at the Programme level, which decisions might negatively affect one or more Series and/or Covered Bondholders

Any Extraordinary Resolution passed by the necessary Covered Bondholders will be binding upon all the Covered Bondholders, whether or not they are present at any meeting and whether or not they vote on the resolution, and on all Couponholders and Receiptholders. Any such decision might negatively affect one or more Series and/or Covered Bondholders or other Secured Creditors.

Possible Delay in Identifying a Breach – The Cover Monitor calculates the Statutory Tests periodically and might not immediately identify a breach of the Covered Bonds Communiqué

Under the Covered Bonds Communiqué, the Issuer is required to comply with certain criteria in respect of the assets included in the Cover Pool from time to time. While the Covered Bonds Communiqué requires the Issuer to provide the Cover Monitor with certain information about the assets included in the Cover Pool from time to time and the calculations performed (and the source of the information used in such calculations), the Cover Monitor is only required to monitor certain aspects of the Issuer's compliance with the Covered Bonds Communiqué (see "*Summary of the Turkish Covered Bonds Law*"). The Cover Monitor is required to notify the Issuer if it becomes aware of the Issuer's breach of any such monitored aspects; *however*, the ability of the Cover Monitor to monitor the Issuer's compliance with the Covered Bonds Communiqué is dependent upon the Issuer providing such information to the Cover Monitor on a timely basis and the Cover Monitor adequately performing its role. If the Cover Monitor encounters any obstruction in its access to any such information and documents that it has requested, then it is required by the Covered Bonds Communiqué so to notify the CMB promptly.

If the Issuer is unable to meet its payment obligations under the Covered Bonds fully or partially, then it is required to disclose such situation on its website. Other than the Issuer and (to a limited extent) the Cover Monitor, no person will be appointed to monitor the Cover Pool or the Issuer's compliance with the Covered Bonds Communiqué and the Transaction Documents. Accordingly, time might pass between the actual occurrence of a breach of the Covered Bonds Communiqué and/or the Transaction Documents and the Cover Monitor, the CMB and/or the Covered Bondholders becoming aware of such breach. In addition, any delay in the appointment of an Administrator might result in further delays in the maintenance of the Cover Pool and monitoring compliance with the Statutory Tests.

Extended Final Maturity Dates – The Issuer's obligation to redeem a Series of Soft Bullet Covered Bonds on its Final Maturity Date might be extended

Unless previously redeemed as provided in the Conditions, the Covered Bonds of each Series will be scheduled to be redeemed at their Principal Amount Outstanding on the relevant Final Maturity Date. If the Covered Bonds are not redeemed in full on the relevant Final Maturity Date (or, where Soft Bullet Covered Bonds are subject to an Extended Final Maturity Date, on the relevant Extended Final Maturity Date), then (if such default is not remedied within a period of seven İstanbul Business Days from the due date thereof) the Security Agent may serve a Notice of Default on the Issuer pursuant to the Conditions. Upon the Issuer's receipt of a Notice of Default, the Covered Bonds of each Series shall become immediately due and payable and the Security Agent will be entitled to enforce the security on the Security Assignment Security created pursuant to the Security Assignment.

The applicable Final Terms may provide that the Issuer's obligations under the relevant Covered Bonds to pay the Principal Amount Outstanding on the relevant Final Maturity Date may be deferred past the relevant Final Maturity Date until a later date specified in the applicable Final Terms (*i.e.*, the Extended Final Maturity Date for such Series). In such case, such deferral will occur automatically if the Issuer does not pay the Final Redemption Amount on the relevant Final Maturity Date for such Series as set out in the applicable Final Terms

and any amount representing the Final Redemption Amount due and remaining unpaid on the Final Maturity Date of such Series may be paid by the Issuer on any Extended Series Payment Date thereafter up to (and including) the relevant Extended Final Maturity Date or as otherwise provided for in the applicable Final Terms. Notwithstanding anything in the Transaction Documents to the contrary, any non-payment by the Issuer of the Final Redemption Amount on such Series on the Final Maturity Date will not constitute an Event of Default but will (if not cured by the end of the applicable cure period) constitute an Issuer Event. As a result, the extension of the maturity of the Principal Amount Outstanding of a Series of Soft Bullet Covered Bonds to its Extended Final Maturity Date will not result in the right of Covered Bondholders to accelerate payments or take action against the Issuer or the Cover Pool, and no payment will be payable to the Covered Bondholders in that event other than as set out in the Final Terms of the applicable Series of Covered Bonds. In addition, the extension of a Final Maturity Date for a Series to its Extended Final Maturity Date will not result in enforcement action being taken against any Cover Pool Assets.

Interest will continue to accrue and be payable on any unpaid amounts on each Extended Series Payment Date until the principal amount thereof is repaid in full (whether on the Extended Final Maturity Date or otherwise) in accordance with the Conditions.

If repayment of a particular Series of Soft Bullet Covered Bonds is extended to its Extended Final Maturity Date, then it is possible that other Series of Covered Bonds without an Extended Final Maturity Date might be fully or partially paid before such Series of Soft Bullet Covered Bonds.

Rating Agency Confirmation – Certain actions can be taken by the Issuer upon obtaining a Rating Agency Confirmation, which might result in changes to the Transaction Documents or other actions being made without the consent of the Covered Bondholders

The terms of certain of the Transaction Documents provide that, in certain circumstances, the Issuer or the Security Agent, as applicable: (a) can (without the consent of any of the Covered Bondholders) make certain revisions to the Transaction Documents so long as a Rating Agency Confirmation is obtained and (b) must obtain a Rating Agency Confirmation before taking certain actions proposed to be taken. By acquiring the Covered Bonds (or beneficial interests therein), investors will be deemed to have acknowledged and agreed that, notwithstanding the foregoing, a credit rating is an assessment of credit and does not address other matters that might be of relevance to such investors, including, without limitation, whether any action proposed to be taken by the Issuer, the Security Agent or any other party to a Transaction Document is either: (i) permitted by the terms of the relevant Transaction Document or (ii) in the best interests of, or not prejudicial to, some or all of the Covered Bondholders. As a result, such revisions or actions might be taken without the consent of any of the Covered Bondholders and might adversely affect one or more of the Covered Bondholders.

Any Rating Agency Confirmation might or might not be given at the sole discretion of each Relevant Rating Agency. It also should be noted that, depending upon the timing of delivery of the request and any information needed to be provided as part of any such request, it might be the case that a Relevant Rating Agency cannot provide a Rating Agency Confirmation in the time available or at all, and the Relevant Rating Agency will not be responsible for the consequences thereof. Such confirmation, if given, will be given on the basis of the Relevant Rating Agency's understanding of the facts and circumstances prevailing at the relevant time and in the context of cumulative changes to the Programme. A Rating Agency Confirmation represents only a restatement of the opinions given, and is given on the basis that it will not be construed as advice for the benefit of any parties to the transaction.

Security and Insolvency Considerations – The assignment under the Security Assignment might be negatively affected by an insolvency of the Issuer

Pursuant to the Security Assignment, the obligations of the Issuer to the Secured Creditors, including the Issuer's obligations under the Covered Bonds, are secured by the Security Assignment Security; *provided* that, notwithstanding such assignment, the Issuer is entitled to exercise its rights in respect of the English Law Transaction Documents, but subject to the provisions of the English Law Transaction Documents and certain provisions of the Security Assignment. In certain circumstances, including the occurrence of certain insolvency events in respect of the Issuer, the ability to realise any such security might be delayed and/or the value of the security impaired.

There can be no assurance that the Issuer will not become insolvent and/or the subject of insolvency proceedings and/or that the Covered Bondholders would not be adversely affected by the application of insolvency laws (including Turkish insolvency laws) with respect to an insolvency of the Issuer, including with respect to any delays in their ability to exercise any rights against the Issuer.

Redemption for Taxation Reasons – Unless provided otherwise in the applicable Final Terms, the Bank will have the right to redeem a Series of Covered Bonds upon the occurrence of certain changes requiring it to pay increased withholding taxes

The withholding tax rate on interest payments in respect of bonds issued by Turkish legal entities outside of Turkey varies depending upon the original maturity of such bonds as specified under Decree No. 2009/14592 dated 12 January 2009, which was amended by Decree No. 2010/1182 dated 20 December 2010 and Decree No. 2011/1854 dated 26 April 2011 (together, the “*Tax Decrees*”). Pursuant to the Tax Decrees: (a) with respect to bonds with a maturity of less than one year, the withholding tax rate on interest is 10%, (b) with respect to bonds with a maturity of at least one year and less than three years, the withholding tax rate on interest is 7%, (c) with respect to bonds with a maturity of at least three and less than five years, the withholding tax rate on interest is 3%, and (d) with respect to bonds with a maturity of five years and more, the withholding tax rate on interest is 0%.

Unless provided otherwise in the applicable Final Terms, the Bank will have the right to redeem a Series of Covered Bonds at any time (including in the case of Floating Rate Covered Bonds) at the Early Redemption Amount specified in the applicable Final Terms prior to their Final Maturity Date (or, if applicable, Extended Final Maturity Date), if: (a) as a result of any change in, or amendment to, the Applicable Laws of a Relevant Jurisdiction, or any change in the application or official interpretation of the Applicable Laws of a Relevant Jurisdiction, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the relevant Series of Covered Bonds (which shall, for the avoidance of doubt, be the date on which the applicable Final Terms is signed by the Bank), on the next Interest Payment Date the Bank would be required to: (i) pay additional amounts in respect of such Series of Covered Bonds as provided or referred to in Condition 7 (*Taxation*) on account of any Taxes and (ii) make any withholding or deduction for, or on account of, any Taxes imposed or levied by or on behalf of the Relevant Jurisdiction at a rate in excess of the prevailing applicable rate on such date on which agreement is reached to issue the most recently issued Tranche of the relevant Series of Covered Bonds, and (b) such requirement cannot be avoided by the Bank taking reasonable measures available to it. Upon such a redemption, investors in such Series of Covered Bonds might not be able to reinvest the amounts received at a rate that will provide an equivalent rate of return as their investment in the redeemed Covered Bonds and, in the case of any Floating Rate Covered Bonds, the redemption could take place on any day during an Interest Period.

This redemption feature is also likely to limit the market price of the Covered Bonds at any time when the Bank has the right to redeem them as provided in the preceding paragraph, as the market price at such time will generally not rise substantially above the price at which they can be redeemed. This might similarly be true in the period before such time when any relevant change in Applicable Law is yet to become effective.

Optional Redemption – If the Issuer has the right to redeem any Covered Bonds at its option, then this might limit the market price of the Covered Bonds concerned and, in the case of such an early redemption, an investor might not be able to reinvest the redemption proceeds in a manner that achieves a similar effective return

The Final Terms for a Series of Covered Bonds may provide that the Issuer may call all or some portion of such Series for redemption prior to its Final Maturity Date. The Issuer could be expected to call Covered Bonds when its cost of borrowing is lower than the interest rate on such Covered Bonds. At those times, an investor might not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Covered Bonds being redeemed except through taking on a greater credit risk. Reinvestment risk should be an important element of an investor’s consideration in investing in Covered Bonds with a redemption feature. In addition, in the case of any Floating Rate Covered Bonds, the redemption could take place on any day during an Interest Period. See Condition 6.3 (*Redemption at the Option of the Issuer (Issuer Call)*).

This redemption feature is also likely to limit the market price of the Covered Bonds at any time when the Bank has the right to redeem them as provided in the preceding paragraph, as the market price at such time will generally not rise substantially above the price at which they can be redeemed. This might similarly be true in the period before such time when any relevant change in Applicable Law is yet to become effective.

Settlement Currency – In certain circumstances, investors might need to open a bank account in the Specified Currency of their Covered Bonds, payment might be made in a currency other than as elected by a Covered Bondholder or the currency in which payment is made might affect the value of the Covered Bonds or such payment to the relevant Covered Bondholder

In the case of Turkish Lira-denominated Covered Bonds held other than through DTC, unless an election to receive payments in U.S. Dollars as provided in Condition 5.8 (*U.S. Dollar Exchange and Payments on Turkish Lira-Denominated Covered Bonds held other than through DTC*) is made, holders of such Covered Bonds might need to open and maintain a Turkish Lira-denominated bank account, and no assurance can be given that Covered Bondholders will be able to do so either inside or outside of Turkey. For so long as such Covered Bonds are in global form, any Covered Bondholder who does not maintain such a bank account will be unable to transfer Turkish Lira funds (whether from payments on, or the proceeds of any sale of, such Covered Bonds) from its account at a clearing system to which any such payment is made.

Under Condition 5.8 (*U.S. Dollar Exchange and Payments on Turkish Lira-Denominated Covered Bonds held other than through DTC*), if the Fiscal Agent receives cleared funds from the Bank in respect of Turkish Lira-denominated Covered Bonds held other than through DTC after the relevant time on the Relevant Payment Date, then the Fiscal Agent will use reasonable efforts to pay any U.S. Dollar amounts that Covered Bondholders have elected to receive in respect of such funds as soon as reasonably practicable thereafter. If, for illegality or any other reason, it is not possible for the Fiscal Agent to purchase U.S. Dollars with any Turkish Lira funds received, then the relevant payments in respect of such Covered Bonds will be made in Turkish Lira.

As any currency election in respect of any payment to be made under such Turkish Lira-denominated Covered Bonds for the purposes of Condition 5.8 (*U.S. Dollar Exchange and Payments on Turkish Lira-Denominated Covered Bonds held other than through DTC*) is irrevocable: (a) its exercise might (at least temporarily) affect the liquidity of the applicable Covered Bonds, (b) a Covered Bondholder would not be permitted to change its election notwithstanding changes in exchange rates or other market conditions and (c) if the Fiscal Agent cannot, for any reason, effect the conversion of the amount paid by the Issuer in Turkish Lira, then Covered Bondholders will receive the relevant amount in Turkish Lira.

For Covered Bonds denominated in a Specified Currency other than U.S. Dollars that are held through DTC, if a Covered Bondholder wishes to receive payment in that Specified Currency, then it might need to open and maintain a bank account in the Specified Currency. Any Covered Bondholder who does not maintain such a bank account will be unable to receive payments on such Covered Bonds in the Specified Currency. Absent an affirmative election to receive such payments in the Specified Currency, the Exchange Agent will convert any such payment made by the Issuer in the Specified Currency into U.S. Dollars and the holders of such Covered Bonds will receive payment in U.S. Dollars through DTC's normal procedures. See Condition 5.9 (*Payments on Covered Bonds held through DTC in a Specified Currency other than U.S. Dollars*).

Covered Bondholders will have no recourse to the Bank, any Agent or any other person for any reduction in value to the holder of any relevant Covered Bonds or any payment made in respect of such Covered Bonds as a result of such payment being made in the Specified Currency or in accordance with any currency election made by that holder, including as a result of any foreign exchange rate spreads, conversion fees or commissions resulting from any exchange of such payment into any currency other than the Specified Currency. Such exchange, and any fees and commissions related thereto, or payment made in the Specified Currency might result in a Covered Bondholder receiving an amount that is less than the amount that such Covered Bondholder might have obtained had it received the payment in the Specified Currency and converted such payment in an alternative manner or if payment had been made in accordance with the relevant currency election.

Specified Denominations – Investors who invest in Global Covered Bonds in denominations that are not a Specified Denomination might be adversely affected, including if definitive Covered Bonds are subsequently required to be issued

In relation to any issue of Global Covered Bonds that have denominations consisting of a minimum specified denomination *plus* one or more higher integral multiples of another smaller amount (a "*Specified Denomination*"), it is possible that interests in such Covered Bonds might be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case, a Covered Bondholder who, as a result of trading such amounts, holds an amount that is less than the minimum Specified Denomination in his account with the relevant Clearing System at the relevant time: (a) would not be able to sell the remainder of such holding without first purchasing a principal amount of Covered Bonds at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified

Denomination and (b) may not receive a definitive Covered Bond in respect of such holding (should definitive Covered Bonds replace the applicable Global Covered Bond) and would need to purchase or sell a principal amount of Covered Bonds at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.

If definitive Covered Bonds are issued, then the applicable investors should be aware that definitive Covered Bonds that have a denomination that is not an integral multiple of the minimum Specified Denomination might be illiquid and difficult to trade.

Market Risks associated with Investments in the Covered Bonds

New Market – There has historically been no market for covered bonds from Turkish issuers, the potential future liquidity and market for which is thus uncertain and for which market practices are likely to develop over time

Covered bonds issued under the Covered Bonds Communiqué are new to the market, and to date there have only been a limited number of issuances of covered bonds by Turkish issuers. The Covered Bonds Communiqué thus remains largely untested and the market for covered bonds issued under the Covered Bonds Communiqué is subject to frequent change arising from the development of the market based upon the needs of the issuers and investors in Turkish covered bonds. The entities that will play key roles in the issuance of Covered Bonds, such as the Cover Monitor or the Administrator, if any, might be carrying out their duties with respect to the issuance of Covered Bonds for the first time or have little experience in acting in their respective roles.

This uncertainty might cause changes with respect to certain aspects of the Issuer's Covered Bond issuances in order to comply with changing regulations, including issuances of new Series of Covered Bonds that have different terms than those of then-outstanding Series. The untested market for Turkish covered bonds, and such variations among Series (or among covered bonds issued by different Turkish issuers), might negatively affect the price at which investments in the Covered Bonds could be sold.

No Secondary Market – An active secondary market in respect of the Covered Bonds might never be established or might be illiquid and this would adversely affect the price at which an investor could sell an investment in the Covered Bonds

The Covered Bonds will have no established trading market when issued and one might never develop. If a market does develop, it might not be very liquid. Therefore, investors might not be able to sell their investments in Covered Bonds easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Covered Bonds that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Covered Bonds generally would have a more limited secondary market and more price volatility than conventional debt securities. If an active trading market for investments in the Covered Bonds is not developed or maintained, then the market or trading price and liquidity of investments in the Covered Bonds might be adversely affected.

Interest Rate Risk – The market price of Covered Bonds might be adversely affected by movements in market interest rates

Investment in Fixed Rate Covered Bonds involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Covered Bonds, then this will adversely affect the market price of the Fixed Rate Covered Bonds. Investment in Floating Rate Covered Bonds involves the risk of adverse changes in the market price of such Covered Bonds if the margin of new similar Covered Bonds of the Issuer would be higher.

Market Price Volatility – The market price of an investment in the Covered Bonds might be subject to a high degree of volatility

The market price of an investment in the Covered Bonds could be subject to significant fluctuations in response to actual or anticipated variations in the Bank's operating results, adverse business developments, changes to the regulatory environment in which the Group operates, changes in financial estimates by securities analysts and the actual or expected sale by the Group of other Covered Bonds or debt securities, as well as other factors, including the trading market for notes issued by Turkey. In addition, in recent years the global financial markets have experienced significant price and volume fluctuations that, if repeated in the future, might

adversely affect the market price of an investment in the Covered Bonds without regard to the Bank's financial condition or results of operations.

The market prices of securities issued at a substantial discount or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing securities. Generally, the longer the remaining term of such securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities.

The market price of an investment in the Covered Bonds also will be influenced by economic and market conditions in Turkey and, to varying degrees, economic and market conditions in emerging markets generally. Although economic conditions differ in each country, the reaction of investors to developments in one country might cause capital markets in other countries to fluctuate. Developments or economic conditions in other emerging market countries have at times significantly affected the availability of credit to the Turkish economy and resulted in considerable outflows of funds and declines in the amount of foreign investment in Turkey. Crises in other emerging market countries might diminish investor interest in securities of Turkish issuers, including the Bank's, which might adversely affect the market price of an investment in the Covered Bonds.

Risks relating to Covered Bonds generally

Set out below is a description of material risks relating to the Covered Bonds generally:

Transfer Restrictions – Transfers of investments in the Covered Bonds will be subject to certain restrictions and interests in Global Covered Bonds can only be held through a Clearing System

Although the CMB has granted the CMB Approval authorising the issuance of a maximum amount of Covered Bonds pursuant to the Turkish Covered Bonds Law and other related legislation as debt securities to be offered outside of Turkey and this Base Prospectus has been approved by the Central Bank of Ireland as described herein, the Covered Bonds have not been and are not expected to be registered: (a) under the Securities Act or any applicable state's or other jurisdiction's securities laws or (b) with the SEC or any other applicable state's or other jurisdiction's regulatory authorities. The offering of the Covered Bonds (or beneficial interests therein) will be made pursuant to exemptions from the registration requirements of the Securities Act and in compliance with other securities laws. Accordingly, reoffers, resales, pledges and other transfers of investments in the Covered Bonds will be subject to certain transfer restrictions. Each investor is advised to consult its legal advisers in connection with any such reoffer, resale, pledge or other transfer. See "*Subscription and Sale and Transfer and Selling Restrictions.*"

Because transfers of interests in the Bearer Global Covered Bonds and Registered Global Covered Bonds (each a "*Global Covered Bond*") can be effected only through book entries at DTC, Clearstream, Luxembourg and/or Euroclear (as applicable) for the accounts of their respective direct participants, the liquidity of any secondary market for investments in the Global Covered Bonds might be reduced to the extent that some investors are unwilling or unable to invest in Covered Bonds held in book-entry form in the name of a direct participant in DTC, Clearstream, Luxembourg or Euroclear, as applicable. The ability to pledge interests in the Covered Bonds (or beneficial interests therein) might be limited due to the lack of a physical certificate. In the event of the insolvency of DTC, Clearstream, Luxembourg, Euroclear or any of their respective participants in whose name interests in the Covered Bonds are recorded, the ability of beneficial owners to obtain timely or ultimate payment of principal and interest on the Covered Bonds might be impaired.

Change in Applicable Law – The value or market price of the Covered Bonds could be adversely affected by a change in the Applicable Laws of England and Wales or Turkey or in administrative practice

The structure of the issue of the Covered Bonds and the ratings that are to be assigned to them are based upon the Applicable Laws of England and Wales and Turkey and administrative practice in effect as of the date of this Base Prospectus, and having regard to the expected tax treatment of all relevant entities under such Applicable Law and practice. No assurance can be given as to the impact of any possible judicial decision or change to the Applicable Laws of England or Turkey (or the Applicable Laws of any other jurisdiction) (including any change in regulation that might occur without a change in the primary legislation) or administrative practice in the United Kingdom or Turkey after the date of this Base Prospectus nor can any assurance be given as to whether any such change might materially adversely affect the ability of the Issuer to make payments under the Covered Bonds or the value or market price of the Covered Bonds affected by such change.

In particular, the Covered Bonds Communiqué is a new regulation in Turkey and for this reason there is no available case law. It is unclear how the Covered Bonds Communiqué will be interpreted and what changes or amendments (if any) will be made to it in the future that might affect the Covered Bonds issued under the Programme.

Conflicts of Interest – The Dealers and other parties to the Programme might have multiple interests, which might affect the actions they take with respect to the Programme

Certain parties to the Transaction Documents act in more than one capacity under the Transaction Documents and also might have other credit and/or other relationships (as principal and/or fiduciary) with the Issuer. The fact that these entities fulfil more than one role could lead to a conflict between the rights and obligations of these entities in one capacity and the rights and obligations of these entities in another capacity. In addition, this might also lead to a conflict between the interests of these entities and the interests of the Covered Bondholders. Any such conflict might adversely affect the ability of the Issuer to make payments of principal and/or interest in respect of the Covered Bonds.

In particular, in the ordinary course of their business activities, the Dealers and their respective affiliates might make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities might involve securities and/or instruments of the Issuer or its affiliates. Certain of the Dealers or their respective affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their respective affiliates would hedge such exposure by entering into transactions that consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Covered Bonds issued under the Programme. Any such short positions might adversely affect future trading prices of Covered Bonds issued under the Programme. The Dealers and their respective affiliates might also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and might hold, or recommend to clients that they acquire, long and/or short positions in the Covered Bonds.

Clearing Systems - Reliance upon DTC, Euroclear and Clearstream, Luxembourg procedures

Unless issued in definitive form, the Covered Bonds will be represented on issue by one or more Global Covered Bonds that will be deposited with and (if issued in registered form) registered in the name of a nominee for a common safekeeper or common depository, as the case may be, for Euroclear and/or Clearstream, Luxembourg or deposited with and registered in the name of a nominee for DTC (each as defined under “*Form of the Covered Bonds*”). Except in the circumstances described in the applicable Global Covered Bond and Final Terms, investors in a Global Covered Bond will not be entitled to receive Covered Bonds in definitive form. Each of DTC, Euroclear and Clearstream, Luxembourg and their respective direct and indirect participants will maintain records of the beneficial interests in each Global Covered Bond held through it. While the Covered Bonds are represented by a Global Covered Bond, investors will be able to trade their beneficial interests only through the relevant Clearing Systems and their respective participants.

Except in the case of a Registered Global Covered Bond denominated in a Specified Currency other than U.S. Dollars and registered in the name of DTC or its nominee in respect of which a participant in DTC has elected to receive any part of such payment in that Specified Currency, for so long as the Covered Bonds are represented by Global Covered Bonds, the Issuer will discharge its payment obligation under the Covered Bonds by making payments through the relevant Clearing Systems. A holder of a beneficial interest in a Global Covered Bond must rely upon the procedures of the relevant Clearing System and its participants to receive payments in respect of their interests in the related Covered Bonds. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in any Global Covered Bond. Holders of beneficial interests in a Global Covered Bond will not have a direct right to vote in respect of the Covered Bonds so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant Clearing System and its participants to appoint appropriate proxies or to act directly.

Sanction Targets –Persons investing in the Covered Bonds might have indirect contact with Sanction Targets as a result of the Group’s investments in and business with countries or persons on sanctions lists

The Office of Foreign Assets Control of the U.S. Department of Treasury (“OFAC”) administers regulations that restrict the ability of U.S. persons to invest in, or otherwise engage in business with, certain countries, including Iran and Sudan, and specially designated nationals (“SDNs”), and other United States, United Kingdom, EU and United Nations rules impose similar restrictions (the SDNs and other targets of these

restrictions being together the “*Sanction Targets*”). As the Bank is not a Sanction Target, these rules do not prohibit United States or European investors from investing in, or otherwise engaging in business with, the Bank; *however*, to the extent that the Group invests in, or otherwise engages in business with, Sanction Targets directly or indirectly, investors in the Group might incur the risk of indirect contact with Sanction Targets. See “*Business of the Group - Compliance with Sanctions Laws*.” Although the Bank’s current policy is not to engage in any business with Sanction Targets, there can be no assurance that current counterparties of the Group will not become Sanction Targets in the future.

Risks relating to the Market generally

Set out below is a description of material market risks, including liquidity risk, exchange rate risk and credit risk:

Enforcement of Judgments - It might not be possible for investors to enforce foreign judgments against the Bank or its management

The Bank is a public joint stock company organised under the Applicable Laws of Turkey (specifically, under the Banking Law). All of the directors and officers of the Bank reside inside Turkey and all or a substantial portion of the assets of such persons might be, and substantially all of the assets of the Bank are, located in Turkey. As a result, it might not be possible for investors in the Covered Bonds to effect service of process upon such persons outside Turkey or to enforce against them in the courts of jurisdictions other than Turkey any judgments obtained in such courts that are predicated upon the Applicable Laws of such other jurisdictions.

In addition, under the International Private and Procedure Law of Turkey (Law No. 5718), a judgment of a court established in a country other than Turkey may not be enforced in Turkish courts in certain circumstances. There is no treaty between the United Kingdom and Turkey providing for reciprocal enforcement of judgments; *however*, Turkish courts have rendered at least one judgment confirming *de facto* reciprocity between the United Kingdom and Turkey with respect to the enforcement of judgments of their respective courts; *however*, since *de facto* reciprocity is decided by the relevant court on a case-by-case basis, there is uncertainty as to the enforceability of court judgments obtained in the United Kingdom by Turkish courts. The same might apply for judgments obtained in other jurisdictions. For further information, see “*Enforcement of Judgments and Service of Process*.”

Tax Sharing Laws – Covered Bondholders may be requested to provide tax information to the Issuer and/or one or more of the Paying Agents

The Conditions provide that: (a) the Issuer and/or any Paying Agent may request each Covered Bondholder to provide to the Issuer and each Paying Agent (or any agent acting on any of their respective behalf) all information reasonably available to it that is reasonably requested by the Issuer and/or such Paying Agent (or any agent acting on any of their respective behalf) in connection with the Tax Sharing Laws and (b) each of the Issuer and the Paying Agents (or any agent acting on any of their respective behalf) may: (i) provide such information, any related documentation and any other information concerning such Covered Bondholder’s investment in the Covered Bonds to each other and/or any relevant tax authority and (ii) take such other steps as it may deem necessary or helpful to comply with the Tax Sharing Laws; *provided* that such provisions will not apply to any Covered Bondholder that is an Exempt Government Entity. For the purpose of clarification, this is applicable only to the registered Covered Bondholders (or holders of Bearer Covered Bonds) and not to holders of beneficial interests in the Covered Bonds through Clearing Systems.

“*Tax Sharing Laws*” means any tax-related Applicable Laws, including any such Applicable Law related to implementation of the OECD Standard for Automatic Exchange of Financial Account Information Common Reporting Standard, requiring the Issuer to provide to any governmental, regulatory, tax or other authorities any information relating to an investor in the Covered Bonds or any other payee, including so as to give effect to any intergovernmental agreements or tax information exchange agreements entered into by Turkey with the United States (including relating to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder (including any agreement described in Section 1471(b) of the Code) or official interpretations thereof, intergovernmental agreements between the United States and other jurisdictions facilitating the implementation thereof (each such agreement, an “*IGA*”) and any Applicable Law implementing such an IGA (together, “*FATCA*”)), the United Kingdom or any other country.

“*Exempt Government Entity*” means any of: (a) a government, (b) a political subdivision of any government (which, for the avoidance of doubt, includes a state, territory, province, county or municipality), (c)

a public body performing a function of any government, (d) a political subdivision of any such public body, (e) an international organisation (e.g., the European Bank for Reconstruction and Development, the European Investment Bank or the International Finance Corporation), (f) a central bank or (g) an entity wholly owned by one or more of the foregoing.

Financial Transaction Tax

On 14 February 2013, the European Commission published a proposal (the “*Commission’s Proposal*”) for a Directive for a common financial transaction tax (“*FTT*”) in certain Member States (the “*Participating Member States*”). The Commission’s Proposal has very broad scope and could, if introduced, apply to certain dealings in the Covered Bonds (including secondary market transactions) in certain circumstances. See “*Taxation – The Proposed Financial Transaction Tax.*”

Exchange Rate Risks and Exchange Controls – If an investor has investments in Covered Bonds that are not denominated in the investor’s home currency, then such investor will be exposed to movements in exchange rates adversely affecting the value of his holding. In addition, the imposition of exchange controls in relation to any Covered Bonds might result in an investor not receiving payments on those Covered Bonds

Except as described otherwise herein, the Issuer will pay principal and interest on the Covered Bonds in the Specified Currency, which presents certain risks relating to currency conversions if an investor’s financial activities are denominated principally in a currency or currency unit (the “*Investor’s Currency*”) other than the Specified Currency. These include the risk that exchange rates might significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor’s Currency) and the risk that the Turkish government and/or authorities with jurisdiction over the Investor’s Currency might impose or modify exchange controls. An appreciation in the value of the Investor’s Currency relative to the Specified Currency would decrease: (a) the Investor’s Currency-equivalent yield on the Covered Bonds, (b) the Investor’s Currency-equivalent value of the interest and principal payable on the Covered Bonds and (c) the Investor’s Currency-equivalent market price of investments in the Covered Bonds.

Government and monetary authorities might impose (as some have done in the past) exchange controls that might adversely affect an applicable exchange rate and/or the ability of the Issuer to convert and/or transfer currency. If this occurs, particularly if it directly affects the Bank’s payments on the Covered Bonds, then any investor in the Covered Bonds might receive less interest or principal than expected, or no interest or principal, and/or might receive payment in a currency other than the applicable Specified Currency. An investor might also not be able to convert (at a reasonable exchange rate or at all) amounts received in the applicable Specified Currency into the Investor’s Currency, which might materially adversely affect the market price of interests in the Covered Bonds. There might also be tax consequences for investors of any such currency changes.

Credit Ratings – Credit ratings assigned to the Issuer or any Covered Bonds might not reflect all risks associated with an investment in those Covered Bonds and might be lowered, suspended or withdrawn

The expected initial credit rating(s) (if any) of a Tranche of Covered Bonds will be set out in Part B of the Final Terms for such Tranche. Any rating agency assigning a rating to a Tranche of Covered Bonds may lower, suspend or withdraw its ratings if, in the sole judgment of such relevant rating agency, the credit quality of the applicable Covered Bonds or the Bank has declined or is in question. If any credit rating assigned to a Tranche of the Covered Bonds or the Bank is lowered, suspended or withdrawn, then the market price of the applicable Covered Bonds might decline. In addition to the ratings of the Programme and/or a Tranche of the Covered Bonds provided by a Relevant Rating Agency, and the ratings of the Bank by the Rating Agencies, one or more other independent credit rating agency(ies) might assign credit ratings to the Bank or a Tranche of Covered Bonds. In addition, the ratings might not reflect the potential impact of all risks relating to the structure, market, additional factors discussed above and other factors that might affect the value or market price of the Covered Bonds. A credit rating is not a recommendation to buy, sell or hold securities and might be revised, suspended or withdrawn at any time by the assigning rating organisation. Similar ratings on different types of securities do not necessarily mean the same thing. Ratings also do not address the marketability of investments in the Covered Bonds or any market price. Any change in the credit ratings of any Covered Bond or the Bank could adversely affect the price that a subsequent purchaser will be willing to pay for investments in such Covered Bonds. The significance of each rating should be analysed independently from any other rating.

In general, European-regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended). Such general restriction also applies in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant

credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by the ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there might be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

EMIR – The implementation of EMIR might result in additional costs to investors in the Covered Bonds and/or the Issuer and might affect the Issuer's ability to enter into Hedging Agreements

On 16 August 2012, the European Market Infrastructure Regulation (EU No. 648/2012) came into force ("*EMIR*"). Under EMIR over-the-counter ("*OTC*") derivatives that are entered into by financial counterparties, such as investment firms, credit institutions, insurance companies, amongst others, and non-financial counterparties that have positions in OTC derivative contracts exceeding specified "clearing thresholds" have to be cleared (the "*Clearing Obligation*") via an authorised central counterparty (a "*CCP*"). In addition, EMIR requires the reporting of derivative contracts to a trade repository and introduces certain risk mitigation requirements in relation to OTC derivative contracts that are not cleared by a CCP.

Prospective investors should be aware that the changes in Applicable Law arising from EMIR might in due course significantly raise the costs of entering into derivative contracts and might adversely affect the Issuer's ability to enter into derivative contracts. In particular, prospective investors should note that, while it is unlikely that any derivative contracts recorded in the Hedging Agreements (the "*Cross Currency Swaps*") would form part of a class of OTC derivatives that will be declared subject to the Clearing Obligation, this cannot be excluded. If the Clearing Obligation applied to any Cross Currency Swaps, then related amendments may be required to any Hedging Agreements and other Transaction Documents to allow the Issuer to comply with this obligation.

EMIR further requires that all financial counterparties exchange variation margin in respect of their OTC derivatives transactions. The relevant technical standards include an exemption for a covered bond issuer from the requirement to post margin in respect of hedging transactions relating to its covered bonds; *however*, the rules still require a covered bond issuer's swap counterparties to provide margin to such issuer in respect of any related hedging transactions. As such, the current intention is for the Issuer to take advantage of this exemption such that it would not be required to post any collateral in respect of any Cross Currency Swaps or any replacement cross currency swap transactions.

Prospective investors should note that it is not entirely clear whether the exemption referred to above also applies to covered bond issuers that are incorporated outside of the European Union. If the Issuer were required to provide margin to its swap counterparties under the Hedging Agreements, then it might be more expensive for the Issuer to enter into, or maintain, any Cross Currency Swaps, or replace any cross currency swaps. Further, any unsecured claims that the investors in the Covered Bonds might have against the Issuer would be adversely affected to the extent of any margin provided by the Issuer to its swap counterparties.

Other Risks

The past performance of Covered Bond issued by the Issuer might not be a reliable guide to future performance of Covered Bonds.

The Covered Bonds might fall as well as rise in value.

Income or gains from Covered Bonds might fluctuate in accordance with market conditions and taxation arrangements.

It might be difficult for investors in Covered Bonds to sell or realise their investments in the Covered Bonds and/or obtain reliable information about their value or the extent of the risks to which they are exposed (other than as set out in this Base Prospectus).

The implementation of the capital adequacy framework adopted by the Basel Committee on Banking Supervision might affect the risk-weighting of the Covered Bonds for investors who are or might become subject to capital adequacy requirements that follow the framework. Prospective investors in the Covered Bonds should consult their own advisors as to the consequences for them of the potential application to them of the Basel framework.

ENFORCEMENT OF JUDGMENTS AND SERVICE OF PROCESS

The Bank is a public joint stock company organised under the Applicable Laws of Turkey (specifically, under the Banking Law). Substantially all of the assets of the Bank are located in Turkey. As a result, it might not be possible for investors to effect service of process upon the Bank outside Turkey or to enforce against it in the courts of jurisdictions other than Turkey any judgments obtained in such courts that are predicated upon the Applicable Laws of such other jurisdictions. In order to enforce such judgments in Turkey, investors should initiate enforcement proceedings before the competent Turkish courts. In accordance with Articles 50 to 59 of Turkey's International Private and Procedure Law (Law No. 5718), the courts of Turkey will not enforce any judgment obtained in a court established in a country other than Turkey unless:

- (a) there is in effect a treaty between such country and Turkey providing for reciprocal enforcement of court judgments,
- (b) there is *de facto* enforcement in such country of judgments rendered by Turkish courts, or
- (c) there is a provision in the Applicable Laws of such country that provides for the enforcement of judgments of Turkish courts.

There is no treaty between Turkey and the United Kingdom providing for reciprocal enforcement of judgments. Turkish courts have rendered at least one judgment confirming *de facto* reciprocity between Turkey and the United Kingdom; *however*, since *de facto* reciprocity is decided by the relevant court on a case-by-case basis, there is uncertainty as to the enforceability of court judgments obtained in the United Kingdom by Turkish courts. Moreover, there is uncertainty as to the ability of an investor to bring an original action in Turkey based upon any non-Turkish securities laws.

In addition, the courts of Turkey will not enforce any judgment obtained in a court established in a country other than Turkey if:

- (a) the defendant was not duly summoned or represented or the defendant's fundamental procedural rights were not observed,
- (b) the judgment in question was rendered with respect to a matter within the exclusive jurisdiction of the courts of Turkey,
- (c) the judgment is incompatible with a judgment of a court in Turkey between the same parties and relating to the same issues or, as the case may be, with an earlier foreign judgment on the same issue and enforceable in Turkey,
- (d) the judgment is not of a civil nature,
- (e) the judgment is clearly against public policy rules of Turkey,
- (f) the judgment is not final and binding with no further recourse for appeal or similar revision process under the Applicable Laws of the country where the judgment has been rendered, or
- (g) the judgment was rendered by a foreign court that has deemed itself competent even though it has no actual relationship with the parties or the subject matter at hand.

In connection with the Programme or any issuance of Covered Bonds, service of process may be made upon the Bank at any of its branches or other offices in England (with the current address at 8 Princes Street, London EC2R 8HL, England) with respect to any proceedings in England.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents that have previously been published or are published simultaneously with this Base Prospectus and have been filed with the Central Bank of Ireland and the Irish Stock Exchange shall be incorporated into, and form part of, this Base Prospectus:

(a) the independent auditor's audit reports and audited consolidated BRSA Financial Statements of the Group as of and for the years ended 31 December 2014, 2015 and 2016,

(b) the independent auditor's audit reports and audited unconsolidated BRSA Financial Statements of the Bank as of and for the years ended 31 December 2014, 2015 and 2016, and

(c) the independent auditor's audit reports and audited consolidated IFRS Financial Statements of the Group as of and for the years ended 31 December 2014 and 2015.

Following the publication of this Base Prospectus, a supplement may be prepared by the Issuer and approved by the Central Bank of Ireland in accordance with Article 16 of the Prospectus Directive. Statements contained in any such supplement (or contained in any document (or portions thereof) incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document (or portions thereof) that is incorporated by reference into this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

The BRSA Financial Statements incorporated by reference into this Base Prospectus, all of which are in English, were prepared as convenience translations of the corresponding Turkish language BRSA Financial Statements (which translations the Bank confirms were direct and accurate).

Copies of documents incorporated (or portions of which have been incorporated) by reference into this Base Prospectus are available on the Bank's website at: (a) <http://www.isbank.com.tr/EN/about-isbank/investor-relations/publications-and-results/financial-statements/Pages/financial-statements.aspx> (with respect to the Group's consolidated BRSA Financial Statements), (b) <http://www.isbank.com.tr/EN/about-isbank/investor-relations/publications-and-results/financial-statements/Pages/financial-statements.aspx> (with respect to the Bank's unconsolidated BRSA Financial Statements) and (c) <http://www.isbank.com.tr/EN/about-isbank/investor-relations/publications-and-results/financial-statements/Pages/financial-statements.aspx> (with respect to the Group's consolidated IFRS Financial Statements).

Any documents (or portions thereof) themselves incorporated by reference into the documents incorporated by reference into this Base Prospectus do not (and shall not be deemed to) form part of (and are not incorporated into) this Base Prospectus. The information set out in any part of the documents listed above that is not incorporated by reference into this Base Prospectus is either not relevant to prospective investors in the Covered Bonds or is set out elsewhere in this Base Prospectus, in each case, subject to and in accordance with the provisions of the Prospectus Directive. The contents of any website (except for the documents incorporated by reference into this Base Prospectus to the extent set out on any such website) referenced in this Base Prospectus do not (and shall not be deemed to) form part of (and are not incorporated into) this Base Prospectus.

SUPPLEMENTS TO THE BASE PROSPECTUS

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus that is capable of affecting the assessment of any Tranche of Covered Bonds at the time of its issuance, prepare a supplement to this Base Prospectus or publish a new Base Prospectus or other prospectus for use in connection with any subsequent issue of Covered Bonds in accordance with Article 16 of the Prospectus Directive.

OVERVIEW OF THE GROUP

The Group

The following text should be read in conjunction with, and is qualified in its entirety by, the detailed information and the financial statements (including the notes therein) appearing elsewhere in (or incorporated by reference into) this Base Prospectus.

The Bank was established under the laws of Turkey in 1924 at the initiative of Mustafa Kemal Atatürk as the first national bank of Turkey and began operating with two branches and 37 staff members. Unlike many of its competitors, the Bank is neither a family-run enterprise nor a state bank. In May 1998, 12.3% of the Bank's total shares previously held by the Undersecretariat of Treasury were sold to national and international investors in a public offering.

Since its establishment, the Bank has played an important role not only in the Turkish financial sector but also in certain industrial sectors in Turkey. The Bank has pioneered the development of a number of new areas of business through investments and equity participations in the industrial and financial services sectors. Since its establishment, the Bank has invested in the equity of almost 300 companies and, over time, has divested shares in most of these companies. As of 31 December 2016, the Bank's direct equity interests were in companies operating in finance, glass, telecommunications and other industrial and services sectors. As of such date, the total book value of the Bank's equity participations (including the shares of Türkiye Şişe ve Cam Fabrikaları A.Ş. ("*Şişecam*"), TSKB, Anadolu Hayat Emeklilik A.Ş. ("*Anadolu Hayat Emeklilik*"), İş Finansal Kiralama A.Ş. ("*İş Leasing*"), İş Gayrimenkul Yatırım Ortaklığı A.Ş. ("*İş REIT*") and İş Yatırım Menkul Değerler A.Ş. booked under financial assets held for trading account) was TL 10,568 million.

As of 31 December 2016, the Bank: (a) was the largest bank in Turkey in terms of foreign currency-denominated loans, (b) was the largest private bank in Turkey in terms of shareholders' equity and (c) had the largest market shares of total assets, total loans, Turkish Lira-denominated loans, total deposits, Turkish Lira-denominated deposits and demand deposits among private sector banks (source: BRSA). The Bank had more than 13 million retail customers, nearly 8,000 corporate customers and over 1.3 million commercial customers as of 31 December 2016. The Bank had the largest deposit base among private sector banks with TL 177,360 million in deposits as of such date (source: BRSA). Unlike most of its competitors, in addition to the branches in large cities, the Bank also has branches in rural districts. As of 31 December 2016, the Bank had the largest nationwide branch network among private sector banks in Turkey according to the Turkish Banks Association. The Group's relationships with its customers have also typically been long-standing; for example, as of 31 December 2016, the Bank's customers have held deposit accounts with the Bank for an average of 7.5 years. The Bank provides a full range of banking services, including but not limited to the following five business lines:

- *corporate banking activities:* commercial loans, non-cash loans (including letters of guarantee, guarantees and acceptances), foreign trade operations, project finance, merger and acquisition finance, hedging and cash management solutions,
- *commercial banking activities:* commercial deposit taking, business credit cards, commercial loans, small business loans, flexible business loans, overdraft commercial accounts, point of sales-based loans, commercial housing loans, commercial auto loans, tractor and agricultural equipment loans, small business export and investment loans, letters of credit, letters of guarantee, bank payment obligations, point-of-sales agreements, automatic payment instructions, tax collection, internet banking, foreign trade operations, sector-specific packages, cash management, payment system facilities and packages of tariffs for certain banking transactions,
- *retail banking activities:* deposit accounts, credit cards, debit cards, prepaid cards, housing loans, general purpose loans, auto loans, overdraft accounts, merchant agreements, payroll accounts, automatic payment instructions, social security premium collection, tax collection, tuition fee collection, investment products, insurance products and HGS-OGS (Turkey's highway toll collection system),
- *private banking activities:* in addition to retail banking products and services, Privia-branded products (including credit cards, Privia consumer loans, Privia mutual funds and Privia individual pension accounts), structured products and portfolio management services in collaboration with İş Portföy Yönetimi A.Ş. ("*İş Portföy*"), the Group's subsidiary engaged in portfolio management activities, and

- *capital market operations activities:* investment account system, mutual funds, distribution, equity brokerage, fixed income brokerage and trading, gold trading, exchange-traded and OTC derivatives brokerage, repo, custody and fund services.

The Bank has long been an innovator in the banking sector, including being the first bank in Turkey to introduce ATMs (in 1982), electronic banking (in 1983), interactive telephone banking (in 1991), interactive banking (in 1996) and internet banking (in 1997). The Bank's ATM name "Bankamatik" has become the generic name for all ATMs in Turkey. The Bank continued to innovate the development of alternative delivery channels in the Turkish banking industry in 2007 with the launch of "İşCep," which was the first application-based mobile banking service in Turkey. The Bank's delivery channels have been combined under the umbrella brand "Instant Banking" (*Anında Bankacılık*), with all channels utilising similar log-in procedures and providing a consistent customer experience. In 2016, approximately 85% of the Bank's total comparable banking transactions took place via this "Instant Banking" platform and the remaining total comparable banking transactions were executed at the Bank's branches.

As of 31 December 2016, the Group's capital adequacy ratio was 14.3% (12.4% when calculated using Tier 1 capital only) calculated in accordance with the Basel III rules. As of the same date, the Group's shareholders' equity was TL 41,727 million, its liquid asset ratio (being the total amount of cash and balances with banks, money market placements, trading securities and available-for-sale securities *divided* by the Group's total assets) was 25.6% and its cash loan-to-deposit ratio was 125.0%. The Group's net operating income was TL 5,012 million in 2014, TL 4,575 million in 2015 and TL 7,019 million in 2016, while its net period profit from continuing operations was TL 4,020 million in 2014, TL 3,740 million in 2015 and TL 5,683 million in 2016.

As of 31 December 2016, the Group had total assets of TL 373,820 million, total deposits of TL 179,159 million and a loan portfolio of TL 224,036 million.

The Bank's registered office is İş Kuleleri, 34330 Levent, Beşiktaş, İstanbul, telephone number +90 212 316 0000. Its registration number is 431112.

Key Strengths

The Bank's management believes that the Group has a number of key strengths that enable the Group to compete effectively in the Turkish banking sector. The Bank's management sees these key strengths as being:

- the Bank is a market leader in the Turkish banking sector in both size and scope of operations, which enables it to benefit significantly from economies of scale, capitalising on the overall strong growth in the Turkish economy despite difficult global macro-economic conditions,
- the Bank's strong liquidity and capital structure, combined with its conservative funding policy, supports its ability to attract a strong deposit base (including benefitting from a "flight to quality" during difficult market conditions),
- the Bank is a recognised and trusted banking brand in Turkey, which facilitates the Group's ability to be a Turkish market leader and trusted banking partner for customers,
- the Bank's large customer base compared to its private sector banking competitors and its understanding of its customers as a result of the long-standing relationships with its customers provides the Bank with an important competitive advantage due to the relatively high cost of attracting new customers as compared to maintaining existing customers and focusing on cross-selling,
- the Bank's diversified loan portfolio helps the Bank avoid overexposure to any industry, product, region or customer,
- the Bank's prudent risk management enables the Group to maintain the high quality of its loan portfolio, particularly as the Group seeks to continue to grow its business,
- the Bank's strong focus on employee training and development and its highly-skilled workforce support the Bank's focus on customer service and provides the Group with a competitive advantage over its competitors,

- the Bank maintains high standards of corporate governance and business ethics, which both improve management's efficiency and protects the interests of the Group's stakeholders, and
- the Bank's strong record of innovation supports its customer loyalty and the Bank's relative strengths in the competitive Turkish banking sector.

Prospective investors in the Covered Bonds should refer to "Business of the Group-Key Strengths" for more detail on the key strengths outlined above.

Strategy

The Bank's strategic vision is to become the preferred bank for its customers, shareholders and employees by maintaining its leading, pioneering and reliable position as a regional financial power. The Bank's goal is to consistently increase the value it creates for its shareholders by responding to its customers' needs quickly, effectively and with high-quality solutions and encouraging its employees to achieve a high-level performance in their jobs. The Bank's strategy is to achieve sustainable and profitable growth based upon "the bank closest to its customers" philosophy, in an effort to fulfil the vision and objectives. The Bank plans to reach these targets by maintaining market shares in the primary banking services and leveraging new growth opportunities with a cost effectiveness perspective, continuously improving its asset quality, focusing on sustainable non-interest income generation and price optimisation for all financial products and services, while operating within a risk-based capital management framework. In the medium term, the Bank plans to focus on retail and continue growing in commercial, corporate and private business lines, while managing the market shares and improving profitability, asset quality, cost-efficiency and capital utilisation. The key elements of the Group's strategy are set out below:

- capitalise on expected growth of Turkish economy and banking sector through expansion of its distribution channels and introduction of new products and services,
- defend and selectively grow market share across key markets through superior customer service,
- reduce its cost-base and increase productivity and commercial effectiveness,
- continue to focus on recruitment and development, and
- international expansion.

Prospective investors in the Covered Bonds should refer to "Business of the Group-Strategy" for more detail on the key strategies outlined above.

Risk Factors

Investing in the Covered Bonds entails certain risks. Before investing in the Covered Bonds, investors should carefully review "*Risk Factors*" above, which sets out certain risks relating to political, economic and legal circumstances, the Turkish banking industry, the Group and its business, the Group's relationship with the Bank's principal shareholders and the Covered Bonds themselves. Potential investors should not consider the factors discussed under "*Risk Factors*" to be a complete set of all potential risks or uncertainties of investing in the Covered Bonds.

GENERAL DESCRIPTION OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the Conditions of any particular Tranche of Covered Bonds, the applicable Final Terms. This overview only relates to the Conditions of the Covered Bonds as set out in this Base Prospectus. Covered Bonds can be issued under the Programme in a form other than that contemplated in such Conditions, and where any such Covered Bonds are to be: (a) admitted to trading on the Main Securities Market or another regulated market for the purposes of MiFID I or (b) offered to the public in the EEA in circumstances that require the publication of a prospectus under the Prospectus Directive, a supplement to this Base Prospectus or a new prospectus will be prepared and published by the Issuer.

This Overview constitutes a general description of the Programme for the purposes of Article 22.5(3) of Commission Regulation (EC) No 809/2004 implementing the Prospectus Directive.

Words and expressions defined in “*Form of the Covered Bonds*” and “*Terms and Conditions of the Covered Bonds*” below or elsewhere in this Base Prospectus shall have the same meanings in this overview.

PRINCIPAL PARTIES

Issuer	Türkiye İş Bankası A.Ş. (<i>i.e.</i> , the Issuer or the Bank).
Arrangers	Barclays Bank PLC (“ <i>Barclays</i> ”), NATIXIS (“ <i>NATIXIS</i> ”) and/or any other arrangers appointed from time to time in accordance with the Programme Agreement (together the “ <i>Arrangers</i> ” and, each of them, an “ <i>Arranger</i> ”).
Dealer(s)	Barclays, NATIXIS and/or any other dealers appointed from time to time in accordance with the Programme Agreement. Notwithstanding the appointment of Dealers to the Programme, Covered Bonds may be placed directly with investors by the Issuer as indicated in the applicable Final Terms and all descriptions of the Programme in this Base Prospectus shall be interpreted accordingly.
Cover Monitor	<p>An entity (the “<i>Cover Monitor</i>”) appointed from time to time pursuant to the Cover Monitor Agreement as an independent monitor to perform certain tests and recalculations in respect of the Statutory Tests when required in accordance with the requirements of the Turkish Covered Bonds Law.</p> <p>The initial Cover Monitor is DRT Bağımsız Denetim ve SMMM A.Ş. (Deloitte Türkiye).</p>
Offshore Account Bank	<p>The Bank of New York Mellon, London branch acts as the offshore account bank pursuant to the Offshore Bank Account Agreement (with its successors in such capacity, the “<i>Offshore Account Bank</i>”).</p> <p>The Non-TL Designated Account(s), the Hedge Collateral Account(s), the Non-TL Hedge Collection Account(s) and the Agency Account (together with any additional or replacement accounts opened in the name of the Issuer or the Security Agent, as applicable, and/or for the benefit of the Secured Creditors (or, with respect to the Agency Account, the Reserve Fund Secured Creditors) under the Offshore Bank Account Agreement, the “<i>Offshore Bank Accounts</i>”) have been and/or will be established and maintained with the Offshore Account Bank.</p> <p>In the event that an Offshore Account Bank Event occurs, the Issuer and the Security Agent will use their respective commercially reasonable endeavours to procure that the Offshore Bank Accounts are transferred to another financial institution that has the Offshore Account Bank Required Rating pursuant to an agreement with such institution in substantially the form of the Offshore Bank Account</p>

Agreement within a period not exceeding 30 calendar days from the date on which such Offshore Account Bank Event occurs, and the Offshore Account Bank will, at the request and cost of the Issuer, use its commercially reasonable endeavours to assist with the same. The Offshore Account Bank will notify the Issuer of its applicable ratings promptly after the end of each calendar month; *it being understood* that the Issuer is independently responsible for monitoring the Offshore Account Bank's ratings for purposes of determining whether an Offshore Account Bank Event occurs.

In addition, at any time the Bank may, and upon the occurrence of certain events described in the Offshore Bank Account Agreement will (if so instructed by the Security Agent) be obliged to, terminate the then-existing Offshore Bank Account Agreement by notice to the Offshore Account Bank. In the event of any notice of termination of the Offshore Bank Account Agreement, the Offshore Bank Account Agreement provides that: (a) the Offshore Account Bank shall assist the other parties thereto to effect an orderly transition of the banking arrangements documented thereby and (b) the Offshore Bank Account Agreement shall not terminate until a replacement agreement therefore becomes effective with a replacement financial institution that meets the Offshore Account Bank Required Rating and the amount standing to the credit of the Offshore Bank Accounts are transferred to new accounts at such replacement financial institution (which new accounts shall thereafter be the Non-TL Designated Account(s), the Non-TL Hedge Collection Account(s), the Agency Account and the Hedge Collateral Account(s), as applicable).

"Offshore Account Bank Event" means the applicable rating of the Offshore Account Bank is no longer at least the Offshore Account Bank Required Rating.

"Offshore Account Bank Required Rating" means if the Relevant Rating Agency is: (a) Moody's, a "Baa1" long-term bank deposit rating (local), or (b) another rating agency, the rating applicable to the Offshore Account Bank specified in the Master Definitions and Construction Schedule. Should there be more than one Relevant Rating Agency, then the Offshore Account Bank must satisfy each of the applicable such minimum rating requirements.

Transfer Agent	The Bank of New York Mellon SA/NV, Luxembourg Branch, has been appointed pursuant to the Agency Agreement as transfer agent (with its successors in such capacity, the <i>"Transfer Agent"</i>).
Registrar	The Bank of New York Mellon SA/NV, Luxembourg Branch, has been appointed pursuant to the Agency Agreement as registrar (with its successors in such capacity, the <i>"Registrar"</i>).
Exchange Agent.....	The Bank of New York Mellon, London branch has been appointed pursuant to the Agency Agreement as exchange agent (with its successors in such capacity, the <i>"Exchange Agent"</i>).
Covered Bond Calculation Agent	<i>"Covered Bond Calculation Agent"</i> means each person appointed in respect of a Series of Covered Bonds to act as calculation agent under a calculation agency agreement or, if applicable, any successor covered bond calculation agent appointed in accordance with such calculation agency agreement. As of the Programme Closing Date, no Covered Bond Calculation Agent has been appointed.

Calculation Agent	The Bank of New York Mellon, London branch has been appointed as calculation agent (with its successors in such capacity, the “ <i>Calculation Agent</i> ”) pursuant to the calculation agency agreement dated the Programme Closing Date and made among the Issuer, the Security Agent and the Calculation Agent (the “ <i>Calculation Agency Agreement</i> ”).
Fiscal Agent	The Bank of New York Mellon, London branch has been appointed to act as fiscal agent and principal paying agent (with its successors in such capacity, the “ <i>Fiscal Agent</i> ”) in respect of the Covered Bonds (together with any other paying agent appointed from time to time pursuant to the Agency Agreement, the “ <i>Paying Agents</i> ”).
Security Agent	The Bank of New York Mellon, London branch has been appointed as security agent (with its successors in such capacity, the “ <i>Security Agent</i> ”) to hold the benefit of all of the Non-Statutory Security for the Covered Bondholders and the other Secured Creditors under the Transaction Security Documents. Such appointment has been made pursuant to the Security Agency Agreement dated the Programme Closing Date and made between the Issuer and the Security Agent (the “ <i>Security Agency Agreement</i> ”). See “ <i>Security for the Covered Bonds</i> ” below.

“*Covered Bond*” means each covered bond issued pursuant to the Programme Agreement, which covered bond may be represented by a Covered Bond in definitive form (a “*Definitive Covered Bond*,” a “*Registered Definitive Covered Bond*” if in registered form and “*Bearer Definitive Covered Bond*” if in bearer form) or a Global Covered Bond and includes any replacements for a Covered Bond issued pursuant to Condition 11 (*Replacement of Covered Bonds, Receipts, Coupons and Talons*).

“*Covered Bondholders*” in relation to any Covered Bonds means (in the case of Bearer Covered Bonds) the holders of such Covered Bonds and (in the case of Registered Covered Bonds) the persons in whose name such Covered Bonds are registered and shall, in relation to any Covered Bonds represented by a Global Covered Bond, have the meaning given to such terms in Condition 1.3 (*Title to Covered Bonds*).

As of the date of this Base Prospectus, the Issuer is (in accordance with the Debt Instruments Communiqué) required to inform Central Registry İstanbul within three İstanbul business days from the applicable Issue Date of a Tranche of Covered Bonds of the amount, Issue Date, ISIN code (if any), interest commencement date, maturity date, interest rate, name of the custodian and currency of such Covered Bonds and the country of issuance.

Covered Bonds that are represented by a Global Covered Bond will be transferable only in accordance with the rules and procedures for the time being of DTC, Euroclear and Clearstream, Luxembourg, as the case may be. References to DTC, Euroclear and/or Clearstream, Luxembourg shall, whenever the context so admits, be deemed to include reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer and the Fiscal Agent.

“*İstanbul Business Day*” means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in İstanbul.

Hedging Counterparties The Issuer may, from time to time, enter into Hedging Agreements (as defined below) with one or more hedge provider(s) to hedge certain interest rate risks (each an “*Interest Rate Hedge Provider*”) and/or currency risks (each a “*Currency Hedge Provider*” and, together with the Interest Rate Hedge Providers, the “*Hedging Counterparties*” and each a “*Hedging Counterparty*”) associated with the Cover Pool and/or the Covered Bonds. The rights of the Issuer under any such Hedging Agreement shall form part of the Cover Pool.

Hedging agreements that do not satisfy the requirements of Article 11 of the Covered Bonds Communiqué will not form part of the Cover Pool and hedging counterparties to such hedging agreements will not benefit from the Transaction Security (including the Statutory Segregation over the Cover Pool Assets).

Listing Agent Arthur Cox Listing Services Limited (the “*Listing Agent*”).

Relevant Rating Agencies “*Relevant Rating Agencies*” means, in respect of each Series of Covered Bonds that is rated, Moody’s and/or such other rating agency(ies) indicated in Part B of the Final Terms in respect of such Series. “*Relevant Rating Agency*” means any one of such rating agencies. For the purpose of clarification, a Series need not be rated.

PROGRAMME DESCRIPTION

Description €2,000,000,000 Global Covered Bond Programme.

Programme Limit Up to €2,000,000,000 (or its equivalent in other currencies determined in accordance with the provisions of the Programme Agreement) outstanding at any time as described herein (the “*Programme Limit*”). The Issuer may increase or decrease the Programme Limit in accordance with the terms of the Programme Agreement.

Certain Restrictions Each issue of Covered Bonds denominated in a currency in respect of which particular Applicable Laws apply will only be issued in circumstances that comply with such Applicable Laws (see “*Subscription and Sale and Transfer and Selling Restrictions*”), including the following restriction applicable at the date of this Base Prospectus:

Issuance in Series Covered Bonds will be issued in Series and each Series may be on the same or different terms from each other or fungible with an existing Series of Covered Bonds, subject to the terms set out in the applicable Final Terms in respect of such Series. The Issuer may issue Covered Bonds without the prior consent of the Covered Bondholders or any other Secured Creditors, including pursuant to Condition 16 (*Further Issues*); *provided* that (among other conditions), a Rating Agency Confirmation from the applicable Relevant Rating Agency(ies) is obtained unless such new issuance is denominated and payable in Turkish Lira. Before the issuance of each Tranche, the Issuer is required to submit certain information to the CMB.

“*Tranche*” means an issue of Covered Bonds using the same Conditions and Final Terms and that are identical in all respects (including as to listing and admission to trading); *provided* that such may have different amounts, holder(s) and (if applicable) number(s). “*Series*” means a Tranche of Covered Bonds together with any other Tranche(s) of Covered Bonds:

- (a) that are expressed in the applicable Final Terms to be consolidated and form a single series with one or more previous Tranche(s); and
- (b) the Conditions and Final Terms of which are identical in all respects (including as to listing and admission to trading) except for their respective Tranche number, date of consolidation with one or more other Tranche(s), amounts, Issue Dates, Interest Commencement Dates, Issue Prices, distribution information, transfer restriction periods and/or related mechanics, such as different ISIN or other securities numbers.

The expressions “Covered Bonds of the relevant Series,” “holders of Covered Bonds of the relevant Series” and related expressions shall be construed accordingly.

“*Interest Commencement Date*” means, with respect to a Tranche of Covered Bonds, the date specified in the applicable Final Terms from (and including) which the relevant Covered Bonds will accrue interest, which may or may not be their Issue Date.

Final Terms.....

Final terms (*i.e.*, the Final Terms) for a Tranche will be issued and published in accordance with the Conditions of the Covered Bonds concurrent with the issue of such Tranche detailing certain relevant terms thereof, which, for the purposes of that Tranche only, complete the Conditions.

Conditions Precedent to the Issuance of a new Series or Tranche of Covered Bonds.....

Pursuant to the Programme Agreement, it is a condition precedent to a Dealer’s purchase of Covered Bonds that (*inter alia*):

- (a) no Potential Breach of Statutory Test, Issuer Event or Event of Default has occurred which is continuing and the proposed issue and purchase of Covered Bonds will not cause a Potential Breach of Statutory Test, Issuer Event or Event of Default to occur;
- (b) to the extent required by Condition 16 (*Further Issues*), each Relevant Rating Agency has provided a Rating Agency Confirmation in respect of each Series of Covered Bonds then outstanding (excluding for this purpose Covered Bonds due to be redeemed on or before the proposed Issue Date) for which it is a Relevant Rating Agency, and (if so provided) no Relevant Rating Agency, between the date of such Rating Agency Confirmation and the applicable Issue Date, having downgraded (or given notice or made any public announcement of any intended or potential downgrading, review or surveillance with negative implications of) the rating accorded by such Relevant Rating Agency to the Covered Bonds of any Series; and
- (c) the relevant final CMB approved issuance certificate (*ihraç belgesi*) and an approval of the CMB in relation to the particular Tranche of Covered Bonds has been obtained, in each case to the extent (and in the form) then required by Applicable Law.

See Condition 16 (*Further Issues*).

Proceeds of the Issue of Covered Bonds

The net proceeds from each issue of Covered Bonds will be used by the Issuer for its general corporate purposes; *however*, for any particular Series, the Issuer may agree (and so specify in the applicable Final Terms) with the relevant Dealer(s) or investor(s) that the proceeds of the issuance of such Series shall be used for one or more specific purpose(s), such as environmental development or sustainability.

Forms of Covered Bonds.....

The Covered Bonds may be issued in either bearer or registered form. A Registered Covered Bond may not be exchanged for a Bearer Covered Bond or *vice versa*.

Specified Currency

“*Specified Currency*” with respect to any Series means, subject to any restrictions in Applicable Law, such currency or currencies as may be agreed from time to time by the Issuer and the relevant Dealer(s) or (in the case of a direct purchase of Covered Bonds by an investor) the relevant Covered Bondholder(s) (as set out in the applicable Final Terms).

All amounts payable to DTC or its nominee as registered holder of a Registered Global Covered Bond in respect of Covered Bonds denominated in a Specified Currency other than U.S. Dollars shall be paid by transfer by the Fiscal Agent to an account of the Exchange Agent in the relevant Specified Currency for: (a) payment in such Specified Currency or (b) conversion into U.S. Dollars for payment through DTC, in each case in accordance with the provisions of the Agency Agreement.

Except with respect to Covered Bonds held through DTC, payment in respect of Covered Bonds denominated in Turkish Lira may be made in U.S. Dollars subject and pursuant to Condition 5.8 (*U.S. Dollar Exchange and Payments on Turkish Lira-Denominated Covered Bonds held other than through DTC*) if an irrevocable election to receive such payment in U.S. Dollars is made. See “*Terms and Conditions of the Covered Bonds – Condition 5.8. (U.S. Dollar Exchange and Payments on Turkish Lira-Denominated Covered Bonds held other than through DTC)*”

Denominations

The Covered Bonds will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) or (in the case of a direct purchase of Covered Bonds by an investor) the relevant Covered Bondholder(s) and set out in the applicable Final Terms, save that the minimum denomination of each Covered Bond to be admitted to trading on a regulated market for the purposes of MiFID I and/or that are to be offered to the public in a Member State in circumstances that would otherwise require the publication of a prospectus pursuant to the Prospectus Directive will be at least €100,000 (or its equivalent in any other currency at the time of issuance) and provided that the minimum denomination of each Covered Bond will be such other amount as is required from time to time by the relevant central bank (or equivalent body) or any Applicable Laws in relation to the relevant Specified Currency and Covered Bonds.

Notwithstanding the above, and unless set forth in the applicable Final Terms otherwise, the minimum denomination of each Definitive IAI Registered Covered Bond and of Covered Bonds sold to Institutional Accredited Investors in the form of a IAI Global Covered Bond will be at least US\$500,000 or its approximate equivalent in the applicable other Specified Currency at the time of

issuance.

Redenomination..... The applicable Final Terms may provide that certain Covered Bonds issued in a Specified Currency other than euro may be redenominated in euro on a Redenomination Date. If so, the redenomination provisions will be set out in the applicable Final Terms. See Condition 5.10 (*Redenomination*).

“*Redenomination Date*” means, with respect to any Series, any Interest Payment Date under such Series specified by the Issuer in the notice given to the applicable Covered Bondholders pursuant to Condition 5.10 (*Redenomination*) and that falls on or after the date on which the country of the relevant Specified Currency first participates in the third stage of the European economic and monetary union.

Fixed Rate Covered Bonds A Final Terms may provide that the corresponding Covered Bonds will bear interest at a fixed rate (“*Fixed Rate Covered Bonds*”), which will be payable in arrear on one or more Interest Payment Date(s) in each year as may be agreed between the Issuer and the relevant Dealer(s) or (in the case of a direct purchase of Covered Bonds by an investor) the relevant Covered Bondholder(s) and on redemption and will be calculated on the basis of such Day Count Fraction (as set out in the applicable Final Terms) as may be agreed between the Issuer and the relevant Dealer(s) or (in the case of a direct purchase of Covered Bonds by an investor) the relevant Covered Bondholder(s).

Floating Rate Covered Bonds..... A Final Terms may provide that the corresponding Covered Bonds bear interest at a floating rate (“*Floating Rate Covered Bonds*”). Floating Rate Covered Bonds will bear interest at a rate determined:

- (a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the ISDA Definitions;
- (b) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or
- (c) on such other basis as may be agreed between the Issuer and the relevant Dealer(s) or (in the case of a direct purchase of Covered Bonds by an investor) the relevant Covered Bondholder(s),

as set out in the applicable Final Terms.

The margin (if any) relating to any Floating Rate Covered Bonds (the “*Margin*”), including, if applicable, any rate multiplier and any change in margin will be agreed between the Issuer and the relevant Dealer(s) or (in the case of a direct purchase of Covered Bonds by an investor) the relevant Covered Bondholder(s) for each issue of Floating Rate Covered Bonds and set out in the applicable Final Terms.

“*ISDA Definitions*” means, with respect to any Series, the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as of the Issue Date of the first Tranche of the Covered Bonds of the relevant Series.

Other provisions in relation to

Floating Rate Covered Bonds may have a Maximum Rate of

Floating Rate Covered Bonds.....	<p>Interest, a Minimum Rate of Interest or both (as indicated in the applicable Final Terms). Interest on Floating Rate Covered Bonds in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer(s) or (in the case of a direct purchase of Covered Bonds by an investor) the relevant Covered Bondholder(s), will be payable in arrear on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, in each case as may be agreed between the Issuer and the relevant Dealer(s) or (in the case of a direct purchase of Covered Bonds by an investor) the relevant Covered Bondholder(s) as reflected in the applicable Final Terms.</p> <p>“<i>Interest Period</i>” for a Series means the period from (and including) an Interest Payment Date for such Series (or, for the first Interest Period for such Series, the Interest Commencement Date for such Series) to (but excluding) the next (or first) Interest Payment Date for such Series.</p> <p>“<i>Maximum Rate of Interest</i>” means, in respect of a Tranche of Floating Rate Covered Bonds, the percentage rate <i>per annum</i> (if any) specified as such in the applicable Final Terms. If such rate is so specified, then the interest rate of such Floating Rate Covered Bonds will not exceed such rate even if it might otherwise do so pursuant to the method of calculating the interest rate for such Floating Rate Covered Bonds.</p> <p>“<i>Minimum Rate of Interest</i>” means, in respect of a Tranche of Floating Rate Covered Bonds, the percentage rate <i>per annum</i> (if any) specified as such in the applicable Final Terms. If such rate is so specified, then the interest rate of such Floating Rate Covered Bonds will not be less than such rate even if it might otherwise be pursuant to the method of calculating the interest rate for such Floating Rate Covered Bonds. Unless otherwise specified in the applicable Final Terms, the Minimum Rate of Interest for the applicable Tranche shall be deemed to be zero.</p>
Instalment Covered Bonds.....	<p>A Final Terms may provide that the corresponding Series of Covered Bonds is redeemable in instalments (“<i>Instalment Covered Bonds</i>”); <i>provided</i> that an instalment may only be scheduled to be payable on an Interest Payment Date for the applicable Series. The form Final Terms permits the Issuer to indicate therein that the principal of a Series will be due and payable in equal instalments from the indicated Interest Payment Date through the Final Maturity Date for such Series.</p>
Ranking of the Covered Bonds.....	<p>All Covered Bonds (and any related Receipts and Coupons) will, upon issue, constitute direct, unconditional and unsubordinated obligations of the Issuer in accordance with the Turkish Covered Bonds Law and (in the case of any insolvency, bankruptcy, liquidation or similar event relating to the Issuer) will rank <i>pari passu</i> without any preference or priority amongst themselves, irrespective of their Series and Issue Date, for all purposes (for the purpose of clarification, each Series may have a different timing for the repayment of principal and the timing and amount of interest payable).</p> <p>Under the Covered Bonds Communiqué and by virtue of the priority established thereunder, the Covered Bondholders, Receiptholders, Couponholders and Hedging Counterparties will (subject to the following paragraph) have an exclusive, equal and <i>pro rata</i> preferential legal claim over the Cover Pool; <i>it being understood</i> that</p>

any payments under the Transaction Documents made by the Issuer shall, except to the extent provided otherwise in the Covered Bonds Communiqué and in the Transaction Security Documents, be applied in the manner determined by the Issuer.

The claims of the Other Secured Creditors against the Cover Pool are permitted only to the extent that the Issuer has provided Additional Cover in the manner described in Article 29 of the Covered Bonds Communiqué; *however*, the Covered Bonds Communiqué does not, as of the Programme Closing Date, provide for the Other Secured Creditors to have any senior or *pari passu* claims over any such Additional Cover. If the Issuer:

- (a) has not provided Additional Cover, the Other Secured Creditors will not be permitted to have recourse to the Cover Pool and (except to the extent of any applicable Non-Statutory Security available to such Other Secured Creditors pursuant to the Transaction Documents and, with respect to the Reserve Fund Secured Creditors, except with respect to the Agency Account) their claims will rank *pari passu* with the other unsecured creditors of the Issuer, and
- (b) has provided Additional Cover, then the Other Secured Creditors would have access to any remaining such Additional Cover after the Total Liabilities have been paid in full, with any remaining claims against the Issuer (after applying any applicable Non-Statutory Security available to such Other Secured Creditors) ranking *pari passu* with the other unsecured creditors of the Issuer;

provided that, as described in “Description of the Transaction Documents - Security Assignment,” if the Covered Bonds Communiqué is amended after the Programme Closing Date to permit Other Secured Creditors to have access to the Additional Cover on a priority or a *pari passu* basis with the Covered Bondholders and/or the Hedging Counterparties, then the Security Assignment (and, to the extent applicable, other Transaction Documents) will be amended to reflect the statutory order of priority prescribed by the Covered Bonds Communiqué in respect of Additional Cover from time to time.

Taxation.....

All payments of principal or interest in respect of the Covered Bonds (including with respect to the Receipts and the Coupons, if any) by (or on behalf of) the Issuer will be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (“*Taxes*”) imposed or levied by or on behalf of any Relevant Jurisdiction unless the withholding or deduction of the Taxes is required by Applicable Law. In that event, the Issuer will pay such additional amounts (“*Additional Amounts*”) as shall be necessary in order that the net amounts received by the holders of the Covered Bonds, Receipts or Coupons after such withholding or deduction shall equal the respective amounts that would otherwise have been receivable in respect of such Covered Bonds, Receipts or Coupons, as the case may be, in the absence of such withholding or deduction, except that no such Additional Amounts shall be payable in relation to any payment in respect of any Covered Bond, Receipt or Coupon:

- (a) presented for payment by or on behalf of a holder who is liable for Taxes in respect of the Covered Bond, Receipt or

Coupon by reason of such holder having some connection with any Relevant Jurisdiction other than the mere holding of the Covered Bond, Receipt or Coupon;

- (b) presented for payment in Turkey; or
- (c) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that a holder of the relevant Covered Bond, Receipt or Coupon would have been entitled to Additional Amounts on presenting the same for payment on the last day of such 30 day period (assuming that day to have been a Payment Day).

Notwithstanding anything to the contrary stated herein, in no event will the Issuer, any Paying Agent or any other person be required to pay any Additional Amounts in respect of the Covered Bonds (including on Receipts and Coupons) for, or on account of, any withholding or deduction imposed on or in respect of any Covered Bond or Coupon required pursuant to FATCA (including pursuant to any agreement described in Section 1471(b) of the Code, the Applicable Laws of any jurisdiction implementing FATCA or any agreement between the Issuer and/or Turkey and the United States or any authority thereof entered into for FATCA purposes). See Condition 7 (*Taxation*).

“*Relevant Date*” means, with respect to any payment, the date on which such payment first becomes due but, if the full amount of the money payable has not been received by the Fiscal Agent on or before the due date, it means the date on which the full amount of the money having been so received, notice to that effect has been duly given to the applicable Covered Bondholders, Receiptholders or Couponholders, as the case may be, by the Issuer in accordance with the Conditions.

“*Relevant Jurisdiction*” means: (a) Turkey or any political subdivision or any authority thereof or therein having power to tax or (b) any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it in respect of the Covered Bonds, Receipts or Coupons.

Status of the Covered Bonds.....

The Covered Bonds are issued in accordance with Articles 4 and 5 of the Covered Bonds Communiqué. In accordance with the Turkish Covered Bonds Law, by virtue of the Transaction Documents, registration in the Cover Register and any registrations required to update the Cover Register (each a “*Security Update Registration*”), the Covered Bonds shall be secured by the Cover Pool (which includes all cashflows derived from the Cover Pool). In addition to the Cover Pool, the Covered Bonds are backed by the other Transaction Security (other than the security interest over the Agency Account). See also “*Summary of the Turkish Covered Bonds Law*” below.

Cover Register

“*Cover Register*” means the security book (*teminat defteri*) related to the assets in the Cover Pool maintained by the Issuer pursuant to the Turkish Covered Bonds Law (a copy of which security book may also be retained at another institution as may be required by the CMB).

Security for the Covered Bonds

In accordance with the Turkish Covered Bonds Law, by virtue of the Transaction Documents and pursuant to the Cover Register and any Security Update Registration, the Cover Pool and the other

Transaction Security (including any amounts standing to the credit of the Collection Account, the Designated Accounts, the Hedge Collateral Accounts (other than Excess Hedge Collateral) and the Non-TL Hedge Collection Account(s) but excluding the Agency Account) will be available to satisfy the obligations of the Issuer under the Total Liabilities (and the claims of Other Secured Creditors to the extent described in “*-Ranking of the Covered Bonds*”) following the occurrence of a Potential Breach of Statutory Test (which is continuing), an Issuer Event (which is continuing) or the service of a Notice of Default (which has not been revoked (such revocation to be provided in the same manner as the service of a Notice of Default)), in priority to the Issuer’s obligations to any other creditors, until the repayment in full of the Covered Bonds and payment of the Issuer’s other Secured Obligations under the Transaction Documents to the applicable Secured Creditors.

Pursuant to the Security Assignment, the Secured Obligations owing to the Secured Creditors will be secured by the following (the “*Security Assignment Security*”):

- (a) a security assignment over all the Issuer’s rights, title, interest and benefit, present and future in, to and under:
 - (i) each of the Offshore Bank Accounts,
 - (ii) the English Law Transaction Documents (other than the Security Assignment, the Programme Agreement, any Subscription Agreement and any deed expressed to be supplemental to the Security Assignment, the Programme Agreement and/or any Subscription Agreement), including, without limitation, any guarantee, credit support document or credit support annex entered into pursuant to the Hedging Agreements governed by the laws of England and Wales and any eligible credit support (as defined in the 1995 English Law Credit Support Annex, the 1994 New York Law Credit Support Deed or the 1995 English Law Credit Support Deed, each as defined by the International Swaps and Derivatives Association, Inc.) delivered or transferred to the Issuer thereunder, including, without limitation, all moneys received in respect thereof, all dividends paid or payable thereon, all property paid, distributed, accruing or offered at any time to or in respect of or in substitution thereof and the proceeds of sale, repayment and redemption thereof, and
 - (iii) all payments of any amounts that may become payable to the Issuer under the items described in clauses (i) and (ii), all payments received by the Issuer thereunder, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof,

which is held unto the Security Agent absolutely for the Security Agent itself and on trust, subject to the terms of

the Security Assignment, for: (A) other than Excess Hedge Collateral and the Agency Account, the Secured Creditors to whom the Secured Obligations from time to time become due, owing or payable, (B) in the case of Excess Hedge Collateral, the relevant Hedging Counterparty as security for the Issuer's obligations to transfer or deliver such Excess Hedge Collateral pursuant to the terms of the relevant Hedging Agreement to the relevant Hedging Counterparty, and (C) in the case of the Agency Account, the Reserve Fund Secured Creditors, and

- (b) a charge, by way of first fixed equitable charge to the Security Agent, over all the Issuer's rights, title, interest and benefit, present and future, in, to and under the Authorised Investments denominated in a currency other than Turkish Lira and that are Cover Pool Assets (and all moneys, income and proceeds to become payable thereunder or thereon and the benefits of all covenants relating thereto and all powers and remedies for enforcing the same), which are held unto the Security Agent absolutely for the Security Agent itself and on trust, subject to the terms of the Security Assignment, for the Secured Creditors to whom the Secured Obligations from time to time become due, owing or payable.

From time to time, additional security may be created for the benefit of the Security Agent on behalf of some or all of the Secured Creditors in respect of certain assets or certain accounts that are not otherwise subject to a perfected security interest for the benefit of the Security Agent on behalf of the Secured Creditors. If any such security document is designated as a Transaction Security Document by the Issuer and the Security Agent, then such security document shall be a Transaction Security Document for the purposes of the Programme.

"Other Secured Creditors" means the Agents, the Security Agent, the Calculation Agent, any Receiver, the Cover Monitor, the Offshore Account Bank, the Covered Bond Calculation Agents, the Insurers and (other than the Covered Bondholders, the Receipholders, the Couponholders, the Talonholders and the Hedging Counterparties) any other creditor of the Issuer having the benefit of the Transaction Security in accordance with the Turkish Covered Bonds Law or pursuant to any Transaction Document entered into by the Issuer in the course of the Programme. To the extent that the Issuer has not provided sufficient Additional Cover in the manner described in Article 29 of the Covered Bonds Communiqué, the Other Secured Creditors will not be permitted to have recourse to the Cover Pool and (except to the extent of any applicable Non-Statutory Security available to such Other Secured Creditors pursuant to the Transaction Documents and, with respect to the Reserve Fund Secured Creditors, except with respect to the Agency Account) their claims will rank *pari passu* with the other unsecured creditors of the Issuer. See *"Ranking of the Covered Bonds."*

"Couponholders" means the holders of the Coupons (which expression, unless the context otherwise requires, includes the Talonholders).

"Receipholders" means the persons who are for the time being

holders of the Receipts.

“Secured Creditors” means the Covered Bondholders, the Receipholders, the Couponholders, the Talonholders, the Other Secured Creditors and the Hedging Counterparties.

“Receiver” means any person appointed (and any additional person appointed or substituted) as an administrative receiver, receiver, manager, or receiver and manager of the applicable secured property by the Security Agent pursuant to a Transaction Security Document.

“Agents” means the Paying Agents, the Fiscal Agent, the Exchange Agent, the Registrar and the Transfer Agents.

“Transaction Security” means: (a) the property, assets and undertakings included in the Cover Pool (including, as applicable, the Mortgage Rights) and, subject to the provisions of the Covered Bonds Communiqué, for the benefit of the applicable Secured Creditors, and (b) the Non-Statutory Security.

“Transaction Security Documents” means the Security Assignment and any other document entered into from time to time and designated by the Issuer and the Security Agent as a Transaction Security Document.

“Additional Cover” means the overcollateralisation of the Cover Pool by the Issuer from Substitute Assets or Mortgage Assets (as determined by the Issuer in its sole discretion) to pay the Issuer’s obligations under the Transaction Documents to the Agents, the Security Agent, the Calculation Agent, the Cover Monitor, the Offshore Account Bank, the Covered Bond Calculation Agents and any other Other Secured Creditor permitted by Article 29 of the Covered Bonds Communiqué to benefit from such overcollateralisation (for the purpose of clarification, the Issuer is not required by the Covered Bonds Communiqué to provide any Additional Cover). To the extent that the Issuer has not provided Additional Cover, the Other Secured Creditors will not be permitted to have recourse to the Cover Pool. Each such asset shall be an *“Additional Cover Cover Pool Asset.”* Any such assets shall be specifically identified by the Issuer in the Cover Register. For the avoidance of doubt, the Additional Cover Cover Pool Assets do not include the Mandatory Excess Cover.

“Excess Hedge Collateral” means: (a) the remaining Hedge Collateral due to be returned to a Hedging Counterparty after termination payments payable by such Hedging Counterparty to the Issuer in respect of the relevant Hedging Agreement have been satisfied, (b) if no termination payments were payable by such Hedging Counterparty to the Issuer after the occurrence of an Early Termination Date (as defined in the ISDA Master Agreement) in respect of the relevant Hedging Agreement, the Hedge Collateral due to be returned to the Hedging Counterparty in accordance with the provisions of the relevant credit support annex, in each case, under the terms of the relevant Hedging Agreement, or (c) any amounts in the applicable Hedge Collateral Account in excess of the amount of collateral required to be maintained in such account pursuant to the applicable Hedging Agreement.

“Mandatory Excess Cover” means the overcollateralisation of the Cover Pool by the Issuer from Substitute Assets in accordance with the minimum cover requirement provided under the Covered Bonds Communiqué that has to be maintained at all times (each such asset

defined as a “*Mandatory Excess Cover Cover Pool Asset*”). Mandatory Excess Cover Cover Pool Assets are not subject to the Substitute Asset Limit and do not count towards the Substitute Asset Limit. For the avoidance of doubt, the Mandatory Excess Cover does not refer to the Additional Cover.

“*Programme Closing Date*” means 21 April 2017.

Cross-collateralisation and

Recourse

By operation of the Covered Bonds Communiqué and in accordance with the Transaction Documents, the Cover Pool Assets shall form a single portfolio, irrespective of the date of their inclusion in the Cover Pool, and shall be held for the payment of the Total Liabilities to the Covered Bondholders, Receiptholders, Couponholders and Hedging Counterparties (and claims of the Other Secured Creditors to the extent described in “*-Ranking of the Covered Bonds*”) irrespective of the Issue Date of the relevant Tranche, the date of any applicable Hedging Agreement or otherwise. The Secured Creditors shall (with respect to the Other Secured Creditors, to the extent described in “*-Ranking of the Covered Bonds*”) have recourse to the Transaction Security for the payment of the Issuer’s obligations under the Programme.

In accordance with the provisions of the Covered Bonds Communiqué, the Cover Pool Assets may not be seized or attached in any form by creditors of the Issuer and may be used only to pay the applicable Secured Creditors.

The Issuer is entitled, within certain limits and upon certain conditions, to effect certain changes to the Cover Pool. See “*Changes to the Cover Pool*” below.

Issue Price

Covered Bonds of each Tranche may be issued at par or at a premium or discount to par on a fully-paid basis (in each case, the “*Issue Price*” for such Tranche) as specified in the applicable Final Terms.

Interest Payment Dates

“*Interest Payment Date*” has the meaning specified in: (a) for Fixed Rate Covered Bonds, Condition 4.1, and (b) for Floating Rate Covered Bonds, Condition 4.2(a)(ii).

Extended Series Payment Date.....

In relation to any Series of Soft Bullet Covered Bonds that has been extended, “*Extended Series Payment Date*” shall be a monthly or other date as specified as such in the applicable Final Terms for such Series of Soft Bullet Covered Bonds.

“*Soft Bullet Covered Bonds*” means Covered Bonds for which, if so provided in the applicable Final Terms, the applicable Final Maturity Date shall be extended automatically to the applicable Extended Final Maturity Date specified in the applicable Final Terms if the Issuer does not pay on the relevant Final Maturity Date any amount representing the amount due on such Soft Bullet Covered Bonds on such Final Maturity Date as set out in the applicable Final Terms (the “*Final Redemption Amount*”); *provided* that such extended final maturity date may only be scheduled to occur on an Extended Series Payment Date for such Series of Soft Bullet Covered Bonds (such date, the “*Extended Final Maturity Date*”).

Upon any automatic deferral described in the preceding paragraph, the Issuer shall:

- (a) without prejudice to its obligations in Schedule 1, Parts 1(c) and (d) of the Security Agency Agreement, promptly liquidate all Authorised Investments that are Cover Pool Assets (which, for the avoidance of doubt, do not include any investments that are Hedge Collateral) and Substitute Assets to the extent necessary to pay the Final Redemption Amount for the applicable Series of Soft Bullets Covered Bonds;
- (b) deposit the proceeds of such liquidation (the “*Liquidation Proceeds*”) into the relevant Designated Account(s) (such proceeds to form part of the Available Funds); and
- (c) on the applicable Final Maturity Date for such Series and on each Extended Series Payment Date for such Series thereafter up to (and including) the relevant Extended Final Maturity Date, apply all Available Funds towards the payment of any amount representing the Final Redemption Amount due and remaining unpaid on the Final Maturity Date of such Series of Soft Bullet Covered Bonds *plus* accrued interest thereon; *provided* that where an Interest Payment Date (including any such date that is also an Extended Series Payment Date) of any other Series of Covered Bonds (or any payment by the Issuer under a Hedging Agreement) corresponds with such Extended Series Payment Date, the Issuer shall apply all Available Funds towards payment of amounts due and payable in respect of such Series of Soft Bullet Covered Bonds, such other Series of Covered Bonds and such Hedging Agreement(s), as applicable, on a *pro rata* basis (as a result of any such payment, the amount that otherwise would be payable to a Covered Bondholder pursuant to any purchase or redemption of the applicable Series by the Issuer, including with respect to the interest that will accrue after such payment, will be reduced).

Any extension of the maturity of Soft Bullet Covered Bonds shall be irrevocable. Any non-payment of such Soft Bullet Covered Bonds on their Final Maturity Date and the resulting extension of the maturity of such Soft Bullet Covered Bonds shall not constitute an Event of Default for any purpose or give any Covered Bondholder, Receipholder or Couponholder any right to receive any payment of interest, principal or otherwise on the relevant Soft Bullet Covered Bonds other than as expressly set out in the Conditions; *however*, such non-payment of such Soft Bullet Covered Bonds on their Final Maturity Date and the resulting extension of the maturity of such Soft Bullet Covered Bonds to their Extended Final Maturity Date shall (if not cured by the end of the applicable cure period) constitute an Issuer Event.

In the event of the extension of the maturity of Soft Bullet Covered Bonds, interest rates, interest periods and interest payment dates on such Soft Bullet Covered Bonds from (and including) the Final Maturity Date of such Soft Bullet Covered Bonds to (but excluding) their Extended Final Maturity Date shall be determined and made in accordance with the applicable Final Terms and Condition 4 (*Interest*).

“*Available Funds*” means, following the occurrence of an automatic deferral of a Final Maturity Date of any Series of Soft Bullet Covered Bonds, all amounts standing to the credit of the Collection

Account, the Designated Accounts and the Non-TL Hedge Collection Account(s) and any Liquidation Proceeds.

Redemption A Final Terms may specify that either the relevant Series of Covered Bonds can be redeemed prior to its stated maturity for taxation reasons in the manner set out in Condition 6 (*Redemption and Purchase*) or that such Covered Bonds will be redeemable at the option of the Issuer upon giving notice to the applicable Covered Bondholder(s), in each case on a date or dates specified prior to such stated maturity and at a price or prices as may be agreed between the Issuer and the relevant Dealer(s) or (in the case of a direct purchase of Covered Bonds by an investor) the relevant Covered Bondholder(s) in such Final Terms.

As noted in “Instalment Covered Bonds” above, the applicable Final Terms may provide that Instalment Covered Bonds may be redeemed in two or more instalments (each an “*Instalment*”) on such Interest Payment Dates as are indicated in such Final Terms.

Final maturity and extendable obligations under the Covered Bonds

The final maturity date for each Series (the “*Final Maturity Date*”) will be specified in the applicable Final Terms as agreed between the Issuer and the relevant Dealer(s) or (in the case of a direct purchase of Covered Bonds by an investor) the relevant Covered Bondholder(s); *provided* that the Final Maturity Date for a Series may only be scheduled to occur on an Interest Payment Date for such Series. Unless previously redeemed as provided in the Conditions, the Covered Bonds of a Series will be redeemed at their Principal Amount Outstanding on the relevant Final Maturity Date.

As noted in “-*Extended Series Payment Date*” above, the applicable Final Terms relating to a Series of Soft Bullet Covered Bonds may also provide that the Issuer’s obligations under the relevant Covered Bonds to pay their Principal Amount Outstanding on the relevant Final Maturity Date may be deferred until the applicable Extended Final Maturity Date. Such deferral will occur automatically if the Issuer does not pay any amount representing the Final Redemption Amount in respect of the relevant Series of Soft Bullet Covered Bonds on their Final Maturity Date.

Voting Rights

The entitlements of Covered Bondholders in respect of voting rights (including with respect to the exercise of remedies) under the Conditions, the Agency Agreement and the Transaction Security Documents (and the other Transaction Documents to the extent applicable) upon the occurrence of an Issuer Event and/or an Event of Default will be determined by reference to the Principal Amount Outstanding of the relevant Covered Bond(s) held by the relevant Covered Bondholder(s). For the purposes of calculating the Principal Amount Outstanding of any Covered Bonds denominated in a currency other than Turkish Lira, the Principal Amount Outstanding of any such Covered Bonds shall be notionally converted into a Turkish Lira equivalent using the Applicable Exchange Rate for purposes of determining voting rights.

“*Applicable Exchange Rate*” means:

- (a) in respect of the non-Turkish Lira currency Covered Bonds of a particular Tranche:
 - (i) to the extent that a Hedging Agreement that is a currency swap transaction, cross currency and

interest rate swap transaction or option contract, foreign exchange, derivative or similar agreement is in the Cover Pool in connection with the issuance of such Tranche of Covered Bonds, the rate at which the relevant currency is exchangeable into Turkish Lira pursuant to such Hedging Agreement; and

- (ii) to the extent that sub-paragraph (a)(i) above is not applicable, the Spot Rate;
- (b) in respect of the non-Turkish Lira currency amount of a Cover Pool Asset:
 - (i) to the extent that a Hedging Agreement that is a currency swap transaction, cross currency and interest rate swap transaction or option contract, foreign exchange, derivative or similar agreement is in the Cover Pool in connection with such Cover Pool Asset, the rate at which the relevant currency is exchangeable into Turkish Lira pursuant to such Hedging Agreement; and
 - (ii) to the extent that sub-paragraph (b)(i) above is not applicable, the Spot Rate; and
- (c) in respect of the expenses not denominated in U.S. Dollars that are covered by the Reserve Fund, the Spot Rate.

“*Spot Rate*” means: (a) with respect to the conversion of the relevant non-Turkish Lira currency into Turkish Lira, the relevant “mid” price spot rate of exchange obtained by the Issuer, the Fiscal Agent and/or the Security Agent, as applicable, on the relevant day using the BFIX page of Bloomberg (or any successor service thereof) or such other page as may replace that page on that service for the purpose of displaying a currency exchange rate for Turkish Lira and the non-Turkish Lira currency, expressed as the amount of Turkish Lira per one non-Turkish Lira currency at 11.00 a.m. (İstanbul time) on such day; and (b) with respect to the conversion of a non-U.S. Dollar currency into U.S. Dollars, the relevant “mid” price spot rate of exchange obtained by the Issuer, the Fiscal Agent and/or the Security Agent, as applicable, on the relevant day using the BFIX page of Bloomberg (or any successor service thereof) or such other page as may replace that page on that service for the purpose of displaying a currency exchange rate for U.S. Dollars and such non-U.S. Dollar currency, expressed as the amount of U.S. Dollars per one non-U.S. Dollar currency at 11.00 a.m. (London time) on such day.

“*Principal Amount Outstanding*” means, in respect of a Covered Bond on any day of determination, the principal amount of that Covered Bond on the relevant Issue Date thereof less the sum of all amounts of principal paid by the Issuer in accordance with the provisions of the Conditions and the relevant Covered Bonds in respect thereof on or prior to that day of determination.

“*Subsidiary*” means, in relation to any person, any company or other entity: (a) in which such person holds a majority of the voting rights, (b) of which such person is a member and has the right to appoint or remove a majority of the board of directors (or similar body) or (c) of which such person is a member and controls a majority of the voting rights, and includes any company that is a Subsidiary of a

Subsidiary of such person. In relation to the consolidated financial statements of the Issuer, a Subsidiary shall also include any other entities that are (in accordance with Applicable Law and the applicable accounting standards) consolidated into the Issuer.

Ratings.....

Each Series issued under the Programme may be assigned a rating by one or more rating agency(ies) (whether by Moody's and/or any other Relevant Rating Agency) as specified in Part B of the Final Terms for such Series (for the purpose of clarification, a Series need not be rated). Where a Series of Covered Bonds is rated (other than unsolicited ratings), such rating will be disclosed in the applicable Final Terms and will not necessarily be the same as the rating assigned to the Covered Bonds of other Series. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Any Covered Bonds rated by Moody's are expected (assuming they provide for the required Required Overcollateralisation Percentage and appropriate Hedging Agreements are in place) initially to be rated "Baa1".

Purchases of Covered Bonds

To the extent possible under Applicable Law: (a) the Issuer may from time to time issue Covered Bonds to itself and/or its Subsidiaries and (b) the Issuer and/or any of its Subsidiaries may from time to time purchase or otherwise acquire Covered Bonds. Such issued, purchased or otherwise acquired Covered Bonds (and the related Receipts, Coupons and Talons) may be held, resold or, at the option of the Issuer or such Subsidiary (as the case may be) for those Covered Bonds held by it, surrendered to any Paying Agent and/or the Registrar for cancellation; *provided* that any such resale or surrender of a Covered Bond shall include a sale or surrender (as applicable) of all related Receipts, Coupons and Talons. The Covered Bonds so purchased or acquired, while held by or on behalf of the Issuer or any such Subsidiary, shall (except to the extent held as broker or otherwise for one or more other person(s)) not entitle it (as the Covered Bondholder with respect thereto) to vote at any meeting of the Covered Bondholders and shall (except to the extent held as broker or otherwise for one or more other person(s)) not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Covered Bondholders. See Condition 6.7 (*Purchases by the Issuer or its Subsidiaries*).

Listing and admission to trading.....

Application has been made to the Irish Stock Exchange for Covered Bonds issued under the Programme to be admitted to the Official List and to trading on the Main Securities Market; *however*, no assurance can be given that such application will be accepted. Covered Bonds may be unlisted or may be listed or admitted to trading, as the case may be, on any market (including any unregulated or regulated market for the purposes of MiFID I) as may be agreed among the Issuer and the relevant Dealer(s) or (in the case of a direct purchase of Covered Bonds by an investor) the relevant Covered Bondholders(s) in relation to each Series. The Final Terms relating to each Tranche of the Covered Bonds will state whether or not such Covered Bonds are to be listed and/or admitted to trading and, if so, on which market(s), as the case may be (for the purpose of clarification, a Series need not be listed or admitted to trading on any particular exchange or market or at all and if a Series is listed and/or admitted to trading, then such Series need not be listed on the Official List of the Irish Stock Exchange and admitted to trading on

the Main Securities Market.

Clearing Systems	For any Series of Global Covered Bonds, DTC, Euroclear, Clearstream, Luxembourg and/or any other clearing system approved by the Issuer and the Fiscal Agent and specified in the applicable Final Terms will be the applicable clearing system(s).
Selling Restrictions.....	There are restrictions on the offer, sale and transfer of the Covered Bonds (and beneficial interests therein) in (<i>inter alia</i>) the United States, the EEA (including the United Kingdom and Ireland) and Turkey and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Covered Bonds. See “ <i>Subscription and Sale and Transfer and Selling Restrictions</i> ” below.
U.S. Selling Restrictions.....	Regulation S Category 2, Rule 144A and Section 4(a)(2). Bearer Covered Bonds will be issued in compliance with rules identical to those provided in: (a) U.S. Treasury Regulation §1.163-5(c)(2)(i)(D) (or substantially identical successor provisions) (“ <i>TEFRA D</i> ”) or (b) U.S. Treasury Regulation §1.163-5(c)(2)(i)(C) (or substantially identical successor provisions) (“ <i>TEFRA C</i> ”) such that the Bearer Covered Bonds will not constitute “registration-required obligations” under Section 4701(b) of the Code, as specified in the applicable Final Terms. Such rules impose certain additional restrictions on transfers of Bearer Covered Bonds (or beneficial interests therein). See “ <i>Subscription and Sale and Transfer and Selling Restrictions.</i> ”
ERISA.....	Subject to certain conditions and the applicable selling and transfer restrictions, the Covered Bonds may be invested in by an “employee benefit plan” as defined in and subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended (“ <i>ERISA</i> ”), a “plan” as defined in and subject to Section 4975 of the Code, or any entity whose underlying assets include “plan assets” of any of the foregoing. See “ <i>Certain Considerations for ERISA and other U.S. Employee Benefit Plans.</i> ”
Turkish Covered Bonds Law.....	Means the Capital Markets Law, the Covered Bonds Communiqué and other relevant capital markets Applicable Law of Turkey pursuant to which the Covered Bonds are issued (together, the “ <i>Turkish Covered Bonds Law</i> ”). The Covered Bonds will be issued pursuant to the Turkish Covered Bonds Law. For further information on the Turkish Covered Bonds Law, see “ <i>Summary of the Turkish Covered Bonds Law</i> ” below.
Covered Bonds Communiqué.....	Means the Communiqué on Covered Bonds No. III-59.1 published by the CMB (as amended from time to time) (<i>i.e.</i> , the Covered Bonds Communiqué).
Governing Law	The Covered Bonds (other than as set forth in the following paragraph), the Agency Agreement, the Deed of Covenant, the Security Assignment, the Offshore Bank Account Agreement, the Security Agency Agreement, the Calculation Agency Agreement, the Programme Agreement, each Subscription Agreement and (unless specified otherwise in the applicable Hedging Agreement) each Hedging Agreement (and any non-contractual obligations arising out of or in connection with any of the above) are (or will be, as the case may be) governed by, and construed in accordance with, the laws of England and Wales.

The Cover Monitor Agreement is governed by, and construed in

accordance with, Turkish law. In addition, the Statutory Segregation referred to in Condition 3 (*Status of the Covered Bonds*) is (or will be, as the case may be) governed by and construed in accordance with Turkish law.

Statutory Segregation	“ <i>Statutory Segregation</i> ” means the statutory protection of the Cover Pool against competing claims for the benefit of the Covered Bondholders, Receiptholders, Couponholders, Hedging Counterparties and (with respect to the Additional Cover and subject to the provisions of Article 29 of the Covered Bonds Communiqué) the Other Secured Creditors pursuant to Article 13 of the Covered Bonds Communiqué to the extent described in “ <i>-Ranking of the Covered Bonds.</i> ”
Distribution	Covered Bonds may be distributed by way of private or (other than in the United States) public placement and in each case on a syndicated or non-syndicated basis.
Maturities	The Covered Bonds will have such maturities as may be agreed between the Issuer and the relevant Dealer(s) or (in the case of a direct purchase of Covered Bonds by an investor) the relevant Covered Bondholder(s) (as set out in the applicable Final Terms), subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any Applicable Law in relation to the Issuer or the relevant Specified Currency.

CREATION AND ADMINISTRATION OF THE COVER POOL

The Cover Pool	<p>Pursuant to the Turkish Covered Bonds Law, the Issuer is entitled to create the Statutory Segregation over:</p> <ul style="list-style-type: none"> (a) mortgage loans meeting: (i) the requirements set out in Articles 9(2), 10(1)(a) and 10(1)(c) of the Covered Bonds Communiqué; and (ii) though not required by the Turkish Covered Bonds Law, the Individual Asset Eligibility Criteria (such assets included in the Cover Pool being the “<i>Mortgage Assets</i>”), and all receivables relating to such Mortgage Assets (for the purpose of clarification, the Cover Pool shall include all assets included in the Cover Register from time to time and notwithstanding that such assets may have ceased to satisfy the statutory requirements for covered assets specified in the Covered Bonds Communiqué or the Individual Asset Eligibility Criteria); (b) Substitute Assets (subject to the Substitute Asset Limit); and (c) its rights in, to and under Hedging Agreements, <p>(each such asset included in the Cover Register, a “<i>Cover Pool Asset</i>” and collectively the “<i>Cover Pool</i>”).</p>
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For the avoidance of doubt, a mortgage loan or derivative contract intended to become a Cover Pool Asset is required to meet the asset requirements set out in Article 10 (in the case of mortgage loans) and Article 11 (in the case of derivative contracts) of the Covered Bonds Communiqué at the time of inclusion in the Cover Register. In the event that a Cover Pool Asset thereafter ceases to meet the asset requirements of the Covered Bonds Communiqué (or failed to have satisfied such requirements at the time of its inclusion in the Cover Register), the Issuer is obliged under Article 13(5) of the Covered Bonds Communiqué to replace such asset with Cover Pool Assets

that do satisfy the requirements of Articles 10 and 11 (as applicable) of the Covered Bonds Communiqué unless the Statutory Tests are otherwise satisfied and the Issuer is otherwise complying with its obligations under the Covered Bonds Communiqué (in which case, the Issuer is not obliged to remove any such ineligible Cover Pool Asset). See “*Changes to the Cover Pool*” below.

By virtue of the creation of the Cover Pool by registration in the Cover Register (including through any Security Update Registration(s)) on or prior to the First Issue Date, the Issuer shall segregate the Cover Pool for the satisfaction of the rights of the Covered Bondholders, the Couponholders, the Receiptholders and the Hedging Counterparties (and the Other Secured Creditors to the extent described in “*General Description of the Programme - Programme Description - Ranking of the Covered Bonds*”).

All Mortgage Rights relating to the Mortgage Assets are themselves included in the Cover Pool as part of the receivables of such Mortgage Assets; *however*, if it is subsequently judicially determined that all or part of the Mortgage Rights of the type referred to in subparagraphs (b) and (c) of the definition of Mortgage Rights below (all such items being “*Ancillary Rights*”) do not constitute receivables of Mortgage Assets for the purposes of Article 9 of the Covered Bonds Communiqué, then such Ancillary Rights shall not be Cover Pool Assets and thus not benefit from Statutory Segregation.

The rights, title and interest (both present and future) of the Bank in, to and under: (a) any valuation and (b) all causes and rights of action in favour of the Bank against any person (other than the applicable Borrower) in connection with any report, valuation, opinion, certificate, consent or other statement of fact or opinion, in each case given in connection with a Mortgage Asset or affecting the decision of the Bank to make the relevant advance (all payments received by the Bank for either clause (a) or (b) being a “*Related Payment*”), do not constitute receivables of the Mortgage Assets for the purposes of Article 9 of the Covered Bonds Communiqué and therefore do not benefit from Statutory Segregation; *however*, at any time after the service of a Notice of Default (which has not been revoked (such revocation to be provided in the same manner as the service of a Notice of Default)), as an unsecured contractual obligation only, the Issuer will transfer (within two İstanbul Business Days of receipt or, if such second İstanbul Business Day is not a business day for the Security Agent, by the next day that is both an İstanbul Business Day and a business day for the Security Agent) all Related Payments to the Security Agent for the benefit of the Secured Creditors to be applied in satisfaction of the Secured Obligations; *it being understood* that any such Related Payments shall not be deposited into the Collection Account or the Designated Accounts and shall otherwise remain segregated from the Cover Pool Assets.

“*Mortgage Rights*” shall, with respect to a Mortgage Asset, mean:

- (a) any prepayment fees or other fees payable by the Borrower of such Mortgage Asset;
- (b) to the extent that they are assignable, the benefit of all collateral security and any guarantees or indemnities from the Borrower or a guarantor for such Mortgage Asset; and
- (c) all right, title, interest and benefit in favour of the Bank (both present and future) in relation to any insurance

contracts relating to such Mortgage Asset, including the right to receive the proceeds of any insurance claims in so far as they relate to such Mortgage Asset.

The Bank will act in a manner consistent with that of a Prudent Lender and Servicer of Mortgage Assets in respect of the Mortgage Assets; *provided* that:

- (a) during the continuance of an Issuer Event, the Bank may not make any Mortgage Asset Modification(s) other than in accordance with its then prevailing servicing and collection procedures in respect of mortgage assets that are not part of the Cover Pool; and
- (b) the Bank shall service the Mortgage Assets with no less care than the Bank exercises or would exercise in connection with the servicing of mortgage assets held for its own account as if such Mortgage Assets were not part of the Cover Pool.

“Mortgage Asset Modification” means any modification, variation amendment, release or waiver of a Mortgage Asset, including as to, but not limited to, interest rates, repayment schedule and/or maturity of such Mortgage Asset.

“Prudent Lender and Servicer of Mortgage Assets” means acting in a manner consistent with that of an experienced lender and servicer of mortgage loans granted to obligors in Turkey.

“First Issue Date” means the date on which the Issuer issues a Series of Covered Bonds for the first time pursuant to the Programme.

“Substitute Assets” means: (a) the assets permitted by the Covered Bonds Communiqué to constitute substitute assets (as of the Programme Closing Date, such assets are cash, certificates of liquidity issued by the Central Bank of Turkey, government bonds issued domestically (in Turkey) or abroad, lease certificates issued by asset leasing corporations established by the Undersecretariat of the Treasury of Turkey (*T.C. Başbakanlık Hazine Müsteşarlığı*), securities guaranteed by the Treasury of Turkey within the framework of the Law on the Regulation of Public Financing and Debt Management dated 28 March 2002 and numbered 4749 and securities issued by or with the guarantee of the central administrations and/or central banks of the countries which are members of the Organisation for Economic Co-operation and Development); and (b) other assets that the CMB approves and discloses to the public.

Changes to the Cover Pool.....

The Issuer shall be entitled (and, in the circumstances set out in Article 13(5) of the Covered Bonds Communiqué, shall be obliged) to add, remove or substitute Cover Pool Assets, subject to making appropriate Security Update Registration(s), to:

- (a) *Allocation of Further Assets*: allocate to the Cover Pool additional assets at any time, including for the purposes of issuing further Series of Covered Bonds, complying with the Statutory Tests and/or the Required Overcollateralisation Percentage of any Series, maintaining the rating(s) assigned to any Series of the Covered Bonds and/or maintaining or increasing the creditworthiness of the Cover Pool; *provided* that such new assets meet the requirements of the Covered Bonds Communiqué, comply with the Individual Asset

Eligibility Criteria and do not cause the Substitute Assets in the Cover Pool to exceed the Substitute Asset Limit; and

- (b) *Removal or Substitution of Cover Pool Assets:* remove (including to substitute) one or more Cover Pool Asset(s) (including any Cover Pool Assets that cease to comply or did not comply at the time of their registration in the Cover Register with the requirements of the Covered Bonds Communiqué and/or the Individual Asset Eligibility Criteria) from the Cover Pool at any time in accordance with the Covered Bonds Communiqué and to the extent not prohibited by the Transaction Documents; *provided* that, in addition to the requirements of the Covered Bonds Communiqué: (i) any assets added to the Cover Pool by way of substitution must comply with the Individual Asset Eligibility Criteria; (ii) any asset added to the Cover Pool by way of substitution or any removal of assets from the Cover Pool does not cause the Substitute Assets in the Cover Pool to exceed the Substitute Asset Limit; (iii) neither any Potential Breach of Statutory Test nor any Issuer Event of the type described in subparagraphs (a) through (f) of the definition thereof would occur as a result of such removal or Cover Pool Asset Substitution; and (iv) any collections in respect of any such removed Cover Pool Assets will no longer be transferred to the Collection Account. The Issuer is obliged to substitute any Cover Pool Assets that cease to comply with the requirements of the Covered Bonds Communiqué or the Individual Asset Eligibility Criteria unless the Statutory Tests are otherwise satisfied and the Issuer is otherwise complying with its obligations under the Covered Bonds Communiqué (in which case, the Issuer may either keep such ineligible Cover Pool Asset within the Cover Pool or remove such ineligible Cover Pool Asset without new eligible assets being registered in the Cover Pool). Also see “*Changes to the Cover Pool*” below.

It is agreed that:

- (a) upon the occurrence of any Potential Breach of Statutory Test or an Issuer Event that is continuing, no Cover Pool Assets can be removed or substituted from the Cover Pool unless such removal or substitution is required pursuant to the provisions of the Covered Bonds Communiqué; and
- (b) upon the occurrence of an Event of Default that is continuing, no Cover Pool Assets can be removed or substituted from the Cover Pool unless:
- (i) such removal or substitution is required pursuant to the provisions of the Covered Bonds Communiqué; or
- (ii) such substitution or removal is made by the Administrator in accordance with the provisions of the Covered Bonds Communiqué or by the Security Agent in accordance with the Transaction Documents.

Sale of Cover Pool Assets by the Administrator

Under Articles 27(4) and (6) of the Covered Bonds Communiqué and in the circumstances specified therein, the Administrator may administer the sale of the Cover Pool Assets.

“Administrator” means the person appointed by the CMB to administer the Cover Pool under the Covered Bonds Communiqué.

Representations and Warranties of the Bank in its capacity as Issuer

Under the Security Agency Agreement, as of the Programme Closing Date, each Issue Date and each date on which additional Cover Pool Assets are added to the Cover Pool, the Bank has made (or will make) certain representations and warranties regarding itself and the Cover Pool Assets in favour of the Security Agent (for itself and for the benefit of the other Secured Creditors) that:

- (a) it is a corporation, duly incorporated and validly existing under the laws of Turkey;
- (b) the obligations expressed to be assumed by it in each Transaction Document to which it is a party are legal, valid, binding and enforceable obligations, subject to equitable principles and to applicable insolvency or other similar laws affecting the rights of creditors generally;
- (c) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents;
- (d) the Cover Pool Assets are in existence;
- (e) except to the extent provided otherwise pursuant to the Transaction Documents, it is the sole absolute owner of the Cover Pool Assets with full title guarantee and all rights, title and interest therein free and clear of all Security Interests of any nature whatsoever; *it being understood* that: (i) pursuant to the Covered Bonds Communiqué, the Cover Pool Assets are segregated under Turkish law for the benefit of the Covered Bondholders, the Couponholders, the Receiptholders, the Talonholders, the Hedging Counterparties and (with respect to the Additional Cover and in the manner described in Article 29 of the Covered Bonds Communiqué) the Other Secured Creditors, and (ii) the Borrowers and other obligors under Cover Pool Assets might have a right of set-off; and
- (f) it is not in liquidation, bankruptcy or receivership and will not go into liquidation, bankruptcy or receivership as a result of the issuance of any Covered Bonds or the entering into of the Transaction Documents.

Individual Asset Eligibility Criteria.

Each mortgage loan to be included in the Cover Pool shall comply with the following criteria (the “*Individual Asset Eligibility Criteria*”):

- (a) the requirements of Articles 9(2) and 10(1) of the Covered Bonds Communiqué;
- (b) such mortgage loan is denominated in Turkish Lira;
- (c) such mortgage loan is not a commercial loan or related receivable;
- (d) the applicable Borrower is not an employee of the Bank;

- (e) the principal amount outstanding of such mortgage loan at the time of its inclusion in the Cover Pool must be lower than or equal to the Turkish Lira-equivalent of €1,000,000 (using the TL/€ sell-side exchange rate most recently published by the Central Bank at such time of inclusion);
- (f) such mortgage loan is secured by a first ranking mortgage;
- (g) at the time of the inclusion of such mortgage loan in the Cover Pool, the applicable LTV is not greater than the maximum percentage (if any) specified in the Covered Bonds Communiqué (as of the Programme Closing Date, Article 19(1) of the Covered Bonds Communiqué sets this percentage at 75 *per cent.*);
- (h) the applicable Borrower is a natural person;
- (i) such mortgage loan is not Delinquent; and
- (j) such mortgage loan constitutes a valid and enforceable claim against the applicable Borrower, subject to customary bankruptcy and similar exceptions and general principles of equity.

“*Borrower*” means, with respect to a mortgage loan, the borrower or borrowers specified in respect of such mortgage loan.

“*Delinquent*” means, in respect of a mortgage loan, that one or more payment(s) in respect of such mortgage loan has/have become due in accordance with the terms and conditions of such mortgage loan and remain unpaid by the relevant Borrower for more than 30 days; *provided* that the aggregate amount of such payment(s) is greater than TL 5.

“*LTV*” means, with respect to a mortgage loan, the percentage determined by dividing the principal amount outstanding of such mortgage loan by the Initial Appraised Value of the applicable residential property at the origination of such mortgage loan.

“*Initial Appraised Value*” means, with respect to a mortgage loan, the appraised value of the applicable residential property used by such mortgage loan’s originator in connection with the origination of such mortgage loan.

Substitute Assets may not be added to the Cover Pool if, immediately following such addition, the Cover Pool would not comply with the requirement of Article 19(3) of the Covered Bonds Communiqué that the net present value of the Substitute Assets included in the Cover Pool shall not exceed 15% of the total Net Present Value of the Cover Pool (the “*Substitute Asset Limit*”) (disregarding, for these purposes, Mandatory Excess Cover Cover Pool Assets (which are not subject to the restriction contained in Article 19(3) of the Covered Bonds Communiqué and, accordingly, do not count towards the Substitute Asset Limit)).

Monitoring of the Cover Pool The Cover Monitor shall, pursuant to the Cover Monitor Agreement, in respect of each Cover Monitor Calculation Date analyse and verify whether the Cover Pool satisfies each of the tests related to the Cover Pool as required by the Cover Pool Communiqué, being (as of the Programme Closing Date):

- (a) the Nominal Value Test;

- (b) the Net Present Value Test;
- (c) the Cash Flow Matching Test; and
- (d) the Stress Test,

(collectively, the “*Statutory Tests*” and each a “*Statutory Test*”).

In addition, the Issuer shall, in accordance with Article 20(1) of the Covered Bonds Communiqué, test whether the Cover Pool complies with the Statutory Tests (*e.g.*, as required as of the Programme Closing Date, at every change to the Cover Register and, in any case, at least once per calendar month as long as any Series of Covered Bonds is outstanding and, as applicable, in the case of the issuance of a new Series of Covered Bonds) (each a “*Statutory Test Date*”) (see *Description of the Transaction Documents—Security Agency Agreement*).

The Cover Monitor shall, pursuant to the Cover Monitor Agreement, after testing the Statutory Tests as described above, send a copy of the report indicating compliance or non-compliance with the Statutory Tests to the Issuer and the Security Agent, as soon as reasonably practicable and in any event not later than 20 İstanbul Business Days following each Cover Monitor Calculation Date.

“*Cover Monitor Calculation Date*” means the dates: (a) the first of which shall be a date falling within six months after the First Issue Date (as agreed between the Issuer and the Cover Monitor), (b) the subsequent of which falls on the last İstanbul Business Day of the last month of the six month period starting from such agreed upon first Cover Monitor Calculation Date and (c) in the event there is a report prepared at the request of the Issuer in respect of an Issue Date, the subsequent of which falls on the last İstanbul Business Day of the last month of the six month period starting from the date of such report.

Statutory Tests.....

The Cover Pool is subject to the Statutory Tests as set out in the Covered Bonds Communiqué. The Statutory Tests are (as of the Programme Closing Date) the following:

- (a) *The Nominal Value Test*: The “*Nominal Value Test*” means the test set out in Article 15(1) of the Covered Bonds Communiqué.
- (b) *The Cash Flow Matching Test*: The “*Cash Flow Matching Test*” means the test set out in Article 16(1) of the Covered Bonds Communiqué.
- (c) *The Net Present Value Test*: The “*Net Present Value Test*” means the test set out in Article 17 of the Covered Bonds Communiqué.
- (d) *The Stress Test*: The “*Stress Test*” means the test set out in Article 18 of the Covered Bonds Communiqué.

The Statutory Tests (both their nature and their method of calculation) may vary from time to time to the extent that the Covered Bonds Communiqué is amended; *it being understood* that all Series of Covered Bonds are subject to the Statutory Tests as in force at the time of their issuance unless expressly provided otherwise by the Turkish Covered Bonds Law.

The method of calculating the Statutory Tests shall (within the requirements of the Covered Bonds Communiqué) be determined by

the Issuer, acting reasonably (and subject to any guidance, pronouncement, rule, official directive or guideline (whether or not having the force of law) issued by the CMB to the Issuer specifically or to covered bond issuers generally in relation to the method of calculating the Statutory Tests). To avoid doubt with respect to any Covered Bonds with a floating interest rate, the Issuer may at any time perform such calculations utilising the interest rate in effect at such time.

The following are not included in calculations related to the Statutory Tests (without duplication of any exclusion):

- (a) assets: (A) that are mortgage loans that do not satisfy the Individual Asset Eligibility Criteria, (B) that are Substitute Assets all or portions of which is/are to be excluded in order for the Cover Pool to satisfy the Substitute Asset Limit; *it being understood* that if only portions of such assets are so excluded, then the part thereof that is not so excluded shall be included in the calculation of the Statutory Tests to the extent otherwise eligible, or (C) that, pursuant to Article 10(1)(a) of the Covered Bonds Communiqué, are mortgage loans that would not qualify to be registered in the Cover Register;
- (b) the portion (if any) of a Mortgage Asset in excess of the percentage of the value of the residential property securing the corresponding loan in the manner specified in the Covered Bonds Communiqué (as of the Programme Closing Date, Article 19(1) of the Covered Bonds Communiqué sets this percentage at 75 *per cent.*);
- (c) rights in, and cash amounts standing to the credit of, the Collection Account (and investments made with such amounts);
- (d) Cover Pool Assets that are Additional Cover Cover Pool Assets pursuant to Article 29 of the Covered Bonds Communiqué;
- (e) Hedge Collateral; and
- (f) the Reserve Fund; *it being understood* that the Reserve Fund and the Agency Account are not included in the Cover Pool.

For further information concerning each of the above Statutory Tests, see “*Summary of the Turkish Covered Bonds Law*” below.

**Required Overcollateralisation
Percentage**

In addition to the Statutory Tests, the Issuer shall at all times ensure that the Nominal Value of the Cover Pool is not less than the product of: (a) the Turkish Lira Equivalent of the aggregate Principal Amount Outstanding of all Covered Bonds outstanding and (b) the sum of one plus the decimal equivalent of the highest then-existing Required Overcollateralisation Percentage among all then-outstanding Series. The then-existing Required Overcollateralisation Percentage for each Series shall be specified in each Investor Report.

“*Nominal Value*” means, in respect of the Cover Pool, the sum of: (a) the outstanding principal amounts of the Mortgage Assets, (b) the issue price of discounted debt securities that are included in the Cover Pool and (c) the nominal value of debt securities issued at a premium that are included in the Cover Pool (in the case of (b) and (c),

excluding any Hedge Collateral that might then be in the Cover Pool), in each case as such is determined pursuant to the Covered Bonds Communiqué.

“*Required Overcollateralisation Percentage*” means, for a Series, the percentage set forth in Part B of the Final Terms for such Series (the “*Issue Date Required Overcollateralisation Percentage*”) or such other percentage from time to time thereafter selected by the Issuer and notified to the Relevant Rating Agency (to the address specified to the Issuer by the Relevant Rating Agency from time to time) and the Fiscal Agent (each such notice, a “*Change Notice*”); *provided that*:

- (a) if the current rating of such Series from such Relevant Rating Agency is the same as or higher than the Issue Date Rating of such Series from such Relevant Rating Agency, then the percentage shall not be so reduced unless a Rating Agency Confirmation has been obtained with respect thereto from such Relevant Rating Agency, and
- (b) if the current rating of such Series from such Relevant Rating Agency is below the Issue Date Rating of such Series from such Relevant Rating Agency, then the percentage shall not be so reduced to below the percentage applicable immediately prior to the most recent downgrade of such Series by such Relevant Rating Agency.

Until a new Required Overcollateralisation Percentage for any Series is selected by the Issuer, the Required Overcollateralisation Percentage for such Series shall be the last figure so notified in a Change Notice from the Issuer to the Relevant Rating Agency and the Fiscal Agent (or, if applicable, the Issue Date Required Overcollateralisation Percentage). Should a Series have more than one Required Rating Agency, then the above in this definition shall be determined independently for each such Required Rating Agency and the Required Overcollateralisation Percentage for such Series shall be the highest resulting percentage.

The Issuer, in its discretion, may increase or, as provided above, decrease the Required Overcollateralisation Percentage for any Series at any time without the consent of the Covered Bondholders, the Agents and/or any other Secured Creditors. For the avoidance of doubt, the Issuer is under no obligation to increase the Required Overcollateralisation Percentage for any Series regardless of any positive impact doing so might have on the ratings of the Covered Bonds. The Issuer shall notify the Covered Bondholders of a Series of any such change to the Required Overcollateralisation Percentage for such Series in accordance with Condition 14 (*Notices*).

“*Issue Date Rating*” means, in respect of a Series of Covered Bonds and a Relevant Rating Agency, the rating assigned by such Relevant Rating Agency to such Series on the relevant Issue Date.

“*Turkish Lira Equivalent*” means, in respect of a Covered Bond that is denominated in: (a) a currency other than Turkish Lira, the Turkish Lira equivalent of such amount ascertained using the relevant Covered Bond Exchange Rate relating to such Covered Bond, and (b) Turkish Lira, the applicable amount in Turkish Lira.

“*Covered Bond Exchange Rate*” means, in respect of a Covered Bond, the exchange rate specified in the Currency Hedging Agreement relating to the Series of which such Covered Bond is a

part, or, if there is no Currency Hedging Agreement relating to such Series (including if the Currency Hedging Agreement for such Series has been terminated), the applicable Central Bank Spot Rate.

“*Central Bank Spot Rate*” means, with respect to the conversion of a non-Turkish Lira currency into Turkish Lira on a specific day, the relevant foreign exchange buying rate (currently referred to as the “Forex Buying” exchange rate (*Döviz Alış*)) (or its replacement from time to time as determined by the Bank) announced by the Central Bank at which it would purchase such non-Turkish Lira currency for Turkish Lira, expressed as the amount of Turkish Lira per one non-Turkish Lira currency at approximately 3:30 p.m. (İstanbul time) on the most recent İstanbul Business Day before such conversion day on which such rate was announced.

Rating Agency Confirmation.....

“*Rating Agency Confirmation*” means, with respect to any Series of Covered Bonds and any specified action or determination, the Relevant Rating Agency has indicated in writing (which may be by email, a signed letter (including facsimile), a public press release, a rating report or any other publication, including a publication on such Relevant Rating Agency’s website) that such action or determination would not result in the credit rating then assigned to such Series by such Relevant Rating Agency being reduced, removed, suspended or placed on negative credit watch with an indication of a potential reduction. For any Series that is not rated by a Relevant Rating Agency, no Rating Agency Confirmation will be required in respect of such unrated Series notwithstanding anything to the contrary in the Transaction Documents.

Whenever the implementation of certain matters is, pursuant to the Conditions and/or the other Transaction Documents, subject to a Rating Agency Confirmation, the requirement shall be satisfied by receipt of (or access to) the Rating Agency Confirmation by the Security Agent; *provided* that: (a) if the applicable Relevant Rating Agency provides a waiver or any communication indicating its decision not to review (or otherwise declining to review) the matter for which the Rating Agency Confirmation is sought, then the requirement for the Rating Agency Confirmation from such Relevant Rating Agency with respect to such matter will be deemed waived, or (b) the Security Agent shall, where directed by the Covered Bondholder Representative or as otherwise provided in the Conditions and/or the other Transaction Documents, waive the requirement for a Rating Agency Confirmation to be obtained.

Breach of Statutory Tests.....

If, on a Statutory Test Date, there is a Potential Breach of Statutory Test, then the Issuer must cure any breach(es) of the relevant Statutory Test(s) within one month of such Statutory Test Date.

If, in its own monitoring of the Statutory Tests, the Issuer identifies a Potential Breach of Statutory Test, then it will promptly notify the Fiscal Agent, the Security Agent and the Cover Monitor of such breach and must cure such breach within one month of the Issuer’s detection of such breach.

Failure by the Issuer to cure a breach of any one of the Statutory Tests within such one month period (and if there is no corresponding day in the following calendar month, then the relevant Statutory Test will be required to be cured on or before the last day in the aforementioned following calendar month) will constitute a “*Breach of Statutory Test*” and result in: (a) until such breach is cured, an Issuer Event and the Issuer not being able to issue further Covered

Bonds; and (b) the actions as set out in “*Accounts and Cash Flow Structure – Designated Account(s)*.”

“*Potential Breach of Statutory Test*” means a breach by the Issuer of any one of the Statutory Tests that has not yet become a Breach of Statutory Test.

Issuer Events The occurrence of any of the following events shall constitute an “*Issuer Event*.”

- (a) the Issuer fails to pay any interest (or any Additional Amounts) in respect of the Covered Bonds (including with respect to the Coupons) of any Series within a period of 14 İstanbul Business Days from the due date thereof;
- (b) the Issuer fails to pay any principal in respect of the Covered Bonds of any Series (including any Receipts) within a period of seven İstanbul Business Days from the due date (including, in the case of a Series of Covered Bonds that is subject to an Extended Final Maturity Date, the applicable Final Maturity Date) thereof;
- (c) the Issuer fails to perform or observe any of its obligations (other than any obligation for the payment of interest, Additional Amounts or principal due under the Covered Bonds, Receipts or Coupons of any Series) under the Agency Agreement, the Transaction Security Documents or any other Transaction Document to which the Issuer is a party, which failure could reasonably be expected to have a materially prejudicial effect on the interests of the Covered Bondholders of any Series and/or any Hedging Counterparties and the Issuer has received notice of the reasonable expectation of such a materially prejudicial effect from the Security Agent and (except where such failure is, or the effects of such failure are, incapable of remedy, in which event no such continuation and notice as is hereinafter mentioned will be required) such failure continues for at least 30 days after the Issuer’s receipt of such notice requiring such failure to be remedied;
- (d) if: (i) any Indebtedness for Borrowed Money of the Issuer or any of its Material Subsidiaries becomes due and repayable prematurely by reason of an event of default (however described); (ii) the Issuer or any of its Material Subsidiaries fails to make any payment in respect of any Indebtedness for Borrowed Money on the due date for payment, subject to any originally applicable grace period; (iii) any security given by the Issuer or any of its Material Subsidiaries for any Indebtedness for Borrowed Money becomes enforceable; or (iv) default is made by the Issuer or any of its Material Subsidiaries in making any payment due under any guarantee and/or indemnity given by it in relation to any Indebtedness for Borrowed Money of any other person, in each of (i) through (iv), subject to any applicable grace period; *provided* that the aggregate principal amount of: (A) such Indebtedness for Borrowed Money of the Issuer or such Material Subsidiary in the case of sub-paragraphs (i), (ii) and/or (iii) above, and/or (B) the maximum amount payable by the Issuer or Material Subsidiary under such guarantee and/or indemnity of the Issuer or such Material Subsidiary in the case of sub-paragraph (iv) above, exceeds US\$50,000,000 (or its equivalent in other currencies);

- (e) if:
- (i) any order is made by any competent court or resolution is passed for the winding up or dissolution of the Issuer or any of its Material Subsidiaries;
 - (ii) the Issuer or any of its Material Subsidiaries ceases or threatens to cease to carry on the whole or substantially the whole of its business, save for the purposes of reorganisation on terms approved by an Extraordinary Resolution of Covered Bondholders;
 - (iii) the Issuer or any of its Material Subsidiaries stops or threatens to stop payment of, or is unable to, or admits inability to, pay its debts (or any class of its debts) as they fall due or is deemed unable to pay its debts pursuant to or for the purposes of any Applicable Law or is adjudicated or found by a competent authority to be (or becomes) bankrupt or insolvent;
 - (iv) the Issuer or any of its Material Subsidiaries commences negotiations with one or more of its creditors with a view to the general readjustment or rescheduling of all or a substantial part of its indebtedness; or
 - (v) the Issuer or any of its Material Subsidiaries: (A) takes any corporate action or other steps are taken by it or its regulators or legal proceedings are started by it or its regulators: (x) for its winding-up, dissolution, administration, bankruptcy or reorganisation (other than for the purposes of and followed by a reconstruction while solvent upon terms previously approved by an Extraordinary Resolution of Covered Bondholders) or (y) for the appointment of a liquidator, receiver, administrator, administrative receiver, trustee or similar officer of it or any substantial part or all of its revenues and assets or (B) shall or proposes to make a general assignment for the benefit of its creditors or shall enter into any composition with its creditors,
- in each case in sub-paragraphs (i) to (v) above, save for the solvent voluntary winding-up, dissolution or reorganisation of any Material Subsidiary in connection with any combination with, or transfer of all or substantially all of its business and/or assets to, the Issuer or one or more other Subsidiary(ies) of the Issuer;
- (f) if the banking licence of the Issuer is temporarily or permanently revoked or management of the Issuer is taken over by the Savings Deposit Insurance Fund or other public institution (within the meaning of the Covered Bonds Communiqué) under the provisions of the Banking Law; or
 - (g) a Breach of Statutory Test.

Notwithstanding anything in the Transaction Documents to the contrary, in the case of Covered Bonds where the applicable Final Terms provide that the Issuer's obligations under the relevant Covered Bonds to pay the Principal Amount Outstanding on the relevant Final Maturity Date may be deferred until the applicable

Extended Final Maturity Date, any non-payment by the Issuer of the Principal Amount Outstanding on such Covered Bond on the Final Maturity Date shall not constitute an Event of Default but shall (if not cured by the end of the applicable cure period) constitute an Issuer Event.

“*Indebtedness for Borrowed Money*” of any person means any indebtedness (whether being principal, premium, interest or other amounts) for or in respect of:

- (a) any notes, bonds, debentures, debenture stock, loan stock or other securities issued by such person;
- (b) any borrowed money borrowed by such person; or
- (c) any liability under or in respect of any acceptance or acceptance credit issued by or for such person.

“*Material Subsidiary*” means at any time a Subsidiary of the Issuer:

- (a) whose total assets (consolidated in the case of a Subsidiary that itself has Subsidiaries) represent (or, in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited consolidated IFRS financial statements of the Issuer relate, are equal to) not less than 15% of the consolidated total assets of the Group, all as calculated respectively by reference to the then latest audited IFRS financial statements (consolidated or, as the case may be, unconsolidated) of such Subsidiary and the then latest audited consolidated IFRS financial statements of the Issuer; *provided that*: (i) in the case of a Subsidiary of the Issuer acquired after the end of the financial period to which the then latest audited consolidated IFRS financial statements of the Issuer and its Subsidiaries relate or (ii) in the case of any such Subsidiary for which its then latest relevant audited accounts, at the time of such acquisition, are not prepared in accordance with IFRS, the reference to the then latest audited consolidated IFRS financial statements of the Issuer and the relevant then latest IFRS financial statements of such Subsidiary for the purposes of the calculation above shall, until audited consolidated IFRS accounts for the financial period in which the acquisition is made have been prepared and audited as aforesaid, be deemed to be a reference to such consolidated IFRS financial statements of the Issuer as if such Subsidiary had been shown in those financial statements by reference to such Subsidiary’s then latest relevant audited accounts, adjusted as deemed appropriate by the Issuer (including to reflect a conversion of such accounts into IFRS if the then latest relevant audited accounts of such Subsidiary were not prepared in accordance with IFRS);
- (b) to which is transferred the whole or substantially the whole of the undertaking and assets of a Subsidiary of the Issuer that immediately prior to such transfer is a Material Subsidiary; *provided that* the transferor Subsidiary shall upon such transfer forthwith cease to be a Material Subsidiary and the transferee Subsidiary shall immediately become a Material Subsidiary pursuant to this sub-paragraph (b) until the earlier of: (i) any transfer by it as described in this sub-paragraph (b), in which event this sub-paragraph (b) shall apply, and (ii) the date of publication of

the Issuer's next consolidated audited IFRS financial statements unless it would then be a Material Subsidiary under sub-paragraph (a) above; or

- (c) to which is transferred an undertaking or assets that, taken together with the undertaking or assets of the transferee Subsidiary, represent (or, in the case of the transferee Subsidiary being acquired after the end of the financial period to which the then latest audited consolidated IFRS financial statements of the Issuer relate, are equal to) not less than 15% of the consolidated total assets of the Group taken as a whole (calculated as set out in sub-paragraph (a) above); *provided* that the transferor Subsidiary (if a Material Subsidiary) shall upon such transfer forthwith cease to be a Material Subsidiary unless, immediately following such transfer, its assets represent (or, in the case aforesaid, are equal to) not less than 15% of the consolidated total assets of the Group taken as a whole (all as calculated as set out in sub-paragraph (a) above), and the transferee Subsidiary shall cease to be a Material Subsidiary pursuant to this sub-paragraph (c) on the date of the publication of the Issuer's next audited IFRS consolidated financial statements, save that such transferor Subsidiary or such transferee Subsidiary may be (or cease to be) a Material Subsidiary on or at any time after the date on which such consolidated accounts have been prepared and audited as aforesaid by virtue of the provisions of sub-paragraph (a) above or, prior to or after such date, by virtue of any other applicable provision of this definition.

A report by the auditors of the Issuer that in their opinion a Subsidiary of the Issuer is or is not or was or was not (as applicable) at any particular time a Material Subsidiary will, in the absence of manifest or proven error, be conclusive and binding on all parties (for the avoidance of doubt, such is not the only method of determining whether a Subsidiary of the Issuer is or is not or was or was not a Material Subsidiary).

“*Coupons*” means interest coupons in respect of Bearer Definitive Covered Bonds.

“*Receipt*” means a receipt for the payment of Instalments of principal (other than the final Instalment) attached on issue to Bearer Definitive Covered Bonds repayable in Instalments, such receipt being substantially in the form set out in the Agency Agreement or in such other form as may be agreed among the Issuer, the Fiscal Agent and the relevant Dealer(s) or Lead Manager (in the case of syndicated issues) or (in the case of a direct purchase of Covered Bonds by an investor) the relevant Covered Bondholder(s), and includes any replacements for Receipts issued pursuant to Condition 11 (*Replacement of Covered Bonds, Receipts, Coupons and Talons*).

“*Talon*” means a talon attached on issue to a Bearer Definitive Covered Bond that is exchangeable in accordance with its provision for further Coupons appertaining to such Covered Bond.

“*Lead Manager*” means, in relation to any Tranche of Covered Bonds, the person named as the Lead Manager in the applicable Subscription Agreement or, when only one Dealer signs such Subscription Agreement, such Dealer.

Authorised Investments Pursuant to the Offshore Bank Account Agreement, the Issuer is entitled to draw sums from time to time standing to the credit of the Non-TL Designated Account(s) maintained with the Offshore Account Bank for purchasing Authorised Investments. For the avoidance of doubt: (a) Hedge Collateral and/or amounts standing to the credit of the Hedge Collateral Account(s) may not be used to purchase Authorised Investments; *however*, Hedge Collateral can (to the extent agreed between the Issuer and the applicable Hedging Counterparty) be provided in investments (*e.g.*, securities) other than cash, (b) amounts standing to the credit of the Non-TL Hedge Collection Account(s) may not be used to purchase Authorised Investments and (c) amounts standing to the credit of the Agency Account may be used to purchase Authorised Investments only in the manner described in the Offshore Bank Account Agreement. Notwithstanding anything in the Transaction Documents to the contrary, no Issuer Event or Event of Default shall occur in respect of the invalidity or non-perfection of the Non-Statutory Security in respect of Authorised Investments not held in the Non-TL Designated Account and the Issuer makes no representations with respect thereto.

“Authorised Investments” means: (a) government and public securities; and (b) demand or time deposits, certificates of deposits and short-term debt obligations; *provided* that all such Authorised Investments meet the: (i) requirements for eligible assets that can be Substitute Assets, (ii) criteria (which are commensurate with the then current rating of the highest-rated Tranche of Covered Bonds rated by such Relevant Rating Agency) of the applicable Relevant Rating Agency (and should there be more than one Relevant Rating Agency, then any such investment must satisfy each of the applicable above minimum rating requirements) and (iii) requirement that they are denominated in the same currency as the currency of the applicable Offshore Bank Account.

ACCOUNTS AND CASH FLOW STRUCTURE:

Collection Account..... On or about the Programme Closing Date, a Turkish Lira-denominated segregated account was established, and has thereafter been maintained, at the Bank (the *“Collection Account”*).

The Bank will deposit or credit within two İstanbul Business Days of receipt all collections of interest and principal and any other amounts it receives on the Cover Pool Assets denominated in Turkish Lira (including all moneys received from Authorised Investments denominated in Turkish Lira, if any, and payments under Hedging Agreements) included in the Cover Pool Assets, into the Collection Account; *provided* that such need not apply with respect to any such amounts that the Issuer collects on behalf of a governmental authority or other third party (*e.g.*, taxes) or for house-related payments due by the applicable Borrower to third parties for which the Issuer is acting as a collection agent (*e.g.*, home insurance). The Bank will not commingle any of its other funds and general assets (including any Related Payments) with amounts standing to the credit of the Collection Account. For purposes of calculating compliance with the Statutory Tests: (a) cash amounts standing to the credit of the Collection Account (and investments made with such amounts) shall not constitute part of the Cover Pool and (b) the TL Designated Account (and investments made with such amounts) shall constitute part of the Cover Pool.

All amounts deposited in, and standing to the credit of, the Collection Account and the TL Designated Account shall constitute segregated

property distinct from all other property of the Bank pursuant to Article 13 of the Covered Bonds Communiqué.

Unless an Issuer Event of the type described in sub-paragraphs (a) through (f) of the definition thereof or an Event of Default is then continuing, the Bank will be entitled to withdraw amounts from time to time standing to the credit of the Collection Account, if any, that (if such amounts were transferred to the TL Designated Account) would result in there being funds that are in excess of any cash amounts required to satisfy the Statutory Tests (for the avoidance of doubt, the Issuer shall not withdraw or use such amounts if a Potential Breach of Statutory Test is continuing on the applicable withdrawal date).

Designated Account(s)..... On or about the Programme Closing Date, a segregated TL-denominated account was established, and has thereafter been maintained, at the Bank (the “*TL Designated Account*”).

Pursuant to Article 26(4) of the Covered Bonds Communiqué, where the Cover Monitor determines that the Issuer has not satisfied the conditions specified in Article 26(3) of the Covered Bonds Communiqué, it shall submit a notice to the Borrowers of the Mortgage Assets, notifying them that they have to make their payments to an account, which is not held with the Issuer and does not belong to the Issuer, within the scope of Article 13(8) of the Covered Bonds Communiqué, or take equivalent measures approved by the CMB.

With respect to payments made to the Issuer on Substitute Assets in currencies other than Turkish Lira, the applicable accounts into which such payments shall be deposited shall be located outside Turkey and maintained at the Offshore Account Bank. A separate account will be established for each such applicable currency (such accounts together being the “*Non-TL Designated Account(s)*,” and together with the TL Designated Account, the “*Designated Account(s)*”) in the name of the Issuer. Notwithstanding the above, such payments may be payable directly to the Issuer (including within Turkey and/or through a clearing system such as Euroclear or Clearstream); *provided* that the Issuer shall transfer (within two İstanbul Business Days of receipt or, if such second İstanbul Business Day is not a business day for the Offshore Account Bank, by the next day that is both an İstanbul Business Day and a business day for the Offshore Account Bank) all such amounts to the applicable Non-TL Designated Account(s).

Unless an Issuer Event of the type described in sub-paragraphs (a) through (f) of the definition thereof or an Event of Default is then continuing, the Issuer will be entitled to withdraw amounts from time to time standing to the credit of the relevant Designated Account(s), if any, that are in excess of any cash amounts required to satisfy the Statutory Tests; *provided* that the Issuer shall not be entitled to withdraw amounts from the Non-TL Designated Account(s) during the continuance of a Transferability and Convertibility Event other than in accordance with the provisions of the Calculation Agency Agreement and the Offshore Bank Account Agreement to pay Secured Creditors (for the avoidance of doubt, the Issuer shall not withdraw any amount from such accounts if a Potential Breach of Statutory Test is continuing on the applicable withdrawal date).

“*Transferability and Convertibility Event*” means, with respect to any Series:

- (a) the occurrence of any event that is continuing on an İstanbul

Business Day that generally makes it impossible to convert Turkish Lira into the applicable Specified Currency in Turkey through customary legal channels; and/or

- (b) the occurrence of any event that is continuing on an İstanbul Business Day that generally makes it impossible to deliver:
 - (i) Turkish Lira or the applicable Specified Currency from accounts inside Turkey to accounts outside Turkey or
 - (ii) Turkish Lira or the applicable Specified Currency between accounts inside Turkey to a party that is a non-resident of Turkey;

provided that where such impossibility to convert or deliver (as described in sub-paragraphs (a) and (b) above) arises as a direct result of *force majeure* (including earthquake, but excluding any governmental action or laws that result in either sub-paragraph (a) or (b) above), a Transferability and Convertibility Event shall only occur if the impossibility to convert or deliver continues for longer than 10 İstanbul Business Days.

After the occurrence of a Potential Breach of Statutory Test, an Event of Default or an Issuer Event, the Issuer shall procure that within two İstanbul Business Days of its detection thereof (and on each İstanbul Business Day thereafter for so long as such Potential Breach of Statutory Test, Event of Default or Issuer Event is continuing), all amounts on deposit in the Collection Account are transferred by the Issuer to the TL Designated Account (and the Issuer may also cause any or all of such amounts to be paid directly into the TL Designated Account). Other than Turkish Lira that is identified to act as Substitute Assets, the Issuer will not commingle any of its other funds and general assets with amounts standing to the credit of the TL Designated Account.

During the continuance of an Issuer Event or an Event of Default, the Designated Account(s) will be the bank account(s) used for the crediting of, *inter alia*, amounts standing to the credit of the Collection Account or in respect of the Cover Pool Assets (other than Hedge Collateral, which will continue to be paid into the applicable Hedge Collateral Account, and non-Turkish Lira payments under Hedging Agreements, which will continue to be paid into the applicable Non-TL Hedge Collection Account) and to make payments under the Covered Bonds and Hedging Agreements, including:

- (a) amounts in the Collection Account transferred by the Issuer from the Collection Account to the TL Designated Account or amounts deposited directly into the TL Designated Account, in each case as described above;
- (b) other than funds transferred as described in clause (a), any amounts (to the extent part of the Cover Pool) received by the Issuer in respect of the Mortgage Assets (for the avoidance of doubt, such does not include Related Payments);
- (c) any amounts received in respect of Authorised Investments made from funds in the applicable Designated Account(s);
- (d) any amounts credited into the applicable Designated Account(s) by the Issuer from its own funds, including Authorised Investments that are Substitute Assets or for

effecting payments on the Covered Bonds;

- (e) any amounts received in Turkish Lira under a Hedging Agreement (other than Hedge Collateral); and
- (f) any amounts transferred by the Issuer or the Administrator, as applicable, in connection with the sale of Cover Pool Assets.

**Non-TL Hedge Collection
Account(s).....**

With respect to payments to (or for the benefit of) the Issuer on the Hedging Agreements in currencies other than Turkish Lira, a separate account (each such account being a “*Non-TL Hedge Collection Account*”) will be established and maintained for each applicable currency with the Offshore Account Bank pursuant to the Offshore Bank Account Agreement, each of which accounts to be in the name of the Security Agent for the benefit of and on trust for the Secured Creditors (for the purpose of clarification, a transfer or delivery by a Hedging Counterparty of Hedge Collateral is not a payment on a Hedging Agreement). Payments that are not in Turkish Lira made by the Hedging Counterparties to the Issuer under each Hedging Agreement will be credited to the relevant Non-TL Hedge Collection Account.

Hedge Collateral Account(s).....

With respect to Hedge Collateral provided by Hedging Counterparties to the Issuer pursuant to the Hedging Agreements (other than with respect to Hedge Collateral in Turkish Lira, which will be managed in the manner agreed in the applicable Hedging Agreement), a separate account (each such account being a “*Hedge Collateral Account*”) will be established and maintained pursuant to the Offshore Bank Account Agreement for each applicable currency and for each applicable Hedging Counterparty in respect of each relevant Hedging Agreement with the Offshore Account Bank in the name of the Security Agent for the benefit of and on trust for the Secured Creditors (to the extent such Hedge Collateral does not constitute Excess Hedge Collateral) and for the benefit of and on trust for the relevant Hedging Counterparty (to the extent such Hedge Collateral constitutes Excess Hedge Collateral). Hedge Collateral (other than in Turkish Lira) provided to the Issuer by a Hedging Counterparty under a Hedging Agreement shall be credited to the relevant Hedge Collateral Account.

“*Hedge Collateral*” means, at any time, any asset or right (including, without limitation, cash and/or securities) that is paid, transferred or pledged by a Hedging Counterparty to (or for the benefit of) the Issuer as collateral in respect of the performance by such Hedging Counterparty of its obligations under the relevant Hedging Agreement, together with any income or distributions received in respect of such asset or right and any equivalent of such asset or right into which such asset or right is transformed.

All amounts deposited in, and standing to the credit of, a Designated Account shall constitute segregated property distinct from all other property of the Bank pursuant to Article 13 of the Covered Bonds Communiqué.

Events of Default.....

An “*Event of Default*” arises if one or both of the following events occurs and is continuing:

- (a) the Issuer fails to pay any interest (or any Additional Amounts) in respect of the Covered Bonds (including with respect to the Coupons) of any Series within a period of

14 İstanbul Business Days from the due date thereof; or

- (b) on the Final Maturity Date (in the case of Covered Bonds that are not subject to an Extended Final Maturity Date) or Extended Final Maturity Date (in the case of Covered Bonds that are subject to an Extended Final Maturity Date), as applicable, of any Series of Covered Bonds there is a failure to pay any amount of principal due on such Covered Bonds on such date and such default is not remedied within a period of seven İstanbul Business Days from the due date thereof.

At any time following the occurrence of any Event of Default and for so long as such Event of Default is continuing, the Security Agent, acting as directed by the Covered Bondholder Representative, may serve a notice of default on the Issuer (such notice, a “*Notice of Default*”), upon the Issuer’s receipt of which the Principal Amount Outstanding of the Covered Bonds of each Series shall become immediately due and payable at their Early Redemption Amount as set out in the Final Terms.

In such circumstances, interest shall continue to accrue on any Covered Bond that has not been redeemed and any payments of interest or principal in respect of such Covered Bond shall be made until the date on which such Covered Bond is cancelled or redeemed.

In the case of Soft Bullet Covered Bonds where the applicable Final Terms provide that the Issuer’s obligations under the relevant Covered Bonds to pay the applicable Principal Amount Outstanding on the relevant Final Maturity Date may be deferred until the applicable Extended Final Maturity Date, any non-payment by the Issuer of the Principal Amount Outstanding on such Soft Bullet Covered Bonds on such Final Maturity Date shall not constitute an Event of Default but shall (if not cured by the end of the applicable cure period) constitute an Issuer Event.

Cover Monitor Agreement..... Under the terms of the cover monitor agreement (*Teminat Sorumlusu Sözleşmesi*) entered into on 13 April 2017 between the Cover Monitor and the Issuer (the “*Cover Monitor Agreement*”), the Cover Monitor has agreed to carry out any and all assessments, checks and notification duties in relation to the calculations performed by the Issuer in relation to the Statutory Tests. The Cover Monitor Agreement is executed in Turkish and English.

The Cover Monitor Agreement is governed by Turkish law.

Security Assignment..... The Issuer has assigned to the Security Agent its rights arising under the Hedging Agreements (to the extent governed by the laws of England and Wales) and the other Transaction Documents governed by the laws of England and Wales (other than the Security Assignment, the Programme Agreement, any Subscription Agreement and any deed expressed to be supplemental to the Security Assignment, the Programme Agreement and/or any Subscription Agreement) pursuant to a security assignment entered into on the Programme Closing Date (the “*Security Assignment*”).

The Security Assignment is governed by the laws of England and Wales.

Agency Agreement	<p>Under the terms of an agency agreement dated the Programme Closing Date among the Issuer, the Agents and the Security Agent (the “<i>Agency Agreement</i>”), the Agents have each agreed to provide the Issuer with certain agency services. In particular, each Paying Agent has agreed to hold available for inspection at its specified office during normal business hours copies of all documents required to be so available by the Conditions of any Covered Bonds or the rules of any relevant Stock Exchange (or any other relevant authority). For these purposes, the Issuer shall provide the Paying Agents with sufficient copies of each of the relevant documents.</p> <p>The Agency Agreement is governed by the laws of England and Wales.</p>
Deed of Covenant	<p>The Covered Bondholders are entitled to the benefit of a deed of covenant dated the Programme Closing Date executed as a deed by the Issuer in favour of certain direct participants with DTC, Euroclear, Clearstream, Luxembourg and any other agreed clearing system (the “<i>Deed of Covenant</i>”). The original of the Deed of Covenant is held by the common depositary for Euroclear (as defined below) and Clearstream, Luxembourg (as defined below).</p> <p>The Deed of Covenant is governed by the laws of England and Wales.</p>
Offshore Bank Account Agreement .	<p>Under the terms of the Offshore Bank Account Agreement dated the Programme Closing Date among the Issuer, the Offshore Account Bank and the Security Agent (the “<i>Offshore Bank Account Agreement</i>”), the Offshore Account Bank has agreed to open and maintain the Offshore Bank Accounts.</p>
Hedging Agreements	<p>The Issuer may, from time to time, enter into hedging agreements that satisfy the requirements of the Covered Bonds Communiqué (the “<i>Hedging Agreements</i>”) with one or more Hedging Counterparty(ies) to hedge certain interest rate and currency risks associated with the Mortgage Assets and/or the Covered Bonds and where the relevant Hedging Counterparties benefit from the Statutory Segregation over the Cover Pool Assets. The Issuer’s rights under each Hedging Agreement shall form part of the Cover Pool.</p> <p>Hedging agreements that do not satisfy the requirements of Article 11 of the Covered Bonds Communiqué will not form part of the Cover Pool and hedging counterparties to such hedging agreements will not benefit from the Statutory Segregation over the Cover Pool Assets.</p> <p>Where a Hedging Counterparty provides Hedge Collateral (other than in Turkish Lira) to the Issuer in accordance with the terms of a Hedging Agreement, such collateral will be credited to the relevant Hedge Collateral Account. Any Hedge Collateral applied in satisfying any termination payments payable by the relevant Hedging Counterparty to the Issuer in respect of the relevant Hedging Agreement: (a) if not in Turkish Lira, shall be transferred to the Non-TL Hedge Collection Account of the corresponding currency, and (b) if in Turkish Lira, shall be transferred to the Collection Account or the TL Designated Account, as applicable. Excess Hedge Collateral (including any standing to the credit of the Hedge Collateral Account(s)) shall not be available to Secured Creditors (other than to the relevant Hedging Counterparty) and (if in a Hedge Collateral Account) shall be returned by the Offshore Account Bank to the relevant Hedging Counterparty upon a request from the Issuer.</p>

The Hedging Agreements included in the Cover Pool shall be governed by the laws of England and Wales unless specified otherwise in the applicable Hedging Agreement.

“*Currency Hedging Agreement*” means an agreement among the Issuer, the relevant currency hedge provider and the Security Agent governing a foreign exchange transaction (including, without limitation, an option or forward) in the form of: (a) an ISDA Master Agreement, including a schedule and one or more confirmation(s) and a credit support annex; (b) a foreign exchange facility or line; or (c) an analogous market agreement for the purchase or sale (or hedge) of foreign currencies.

“*Interest Rate Hedging Agreement*” means an agreement among the Issuer, the relevant interest rate hedge provider and the Security Agent governing an interest rate hedge in the form of an ISDA Master Agreement, including (as applicable) a schedule, one or more confirmation(s) and a credit support annex.

Transaction Documents The Programme Agreement, the Agency Agreement, the Security Agency Agreement, the Transaction Security Documents, the Calculation Agency Agreement, the Offshore Bank Account Agreement, the Cover Monitor Agreement, the Master Definitions and Construction Schedule, the Hedging Agreements, the Insurance Policies, the Insurance Agreements, the Deed Poll, the Deed of Covenant, the Conditions, the Covered Bonds, the Receipts, the Coupons, each of the Final Terms, each Subscription Agreement and each custody agreement entered into from time to time in connection with the holding of any Authorised Investments, together with any other agreement or document entered into in respect of the Covered Bonds and/or the Cover Pool and designated as a Transaction Document by the Issuer and the Security Agent, are together referred to as the “*Transaction Documents*.”

“*Subscription Agreement*” means an agreement (by whatever name called) in or substantially in the form set out in the Programme Agreement or in such other form as may be agreed between the Issuer and the Lead Manager (named therein) or one or more Dealer(s) (as the case may be) or (in the case of a direct purchase of Covered Bonds by an investor) the relevant Covered Bondholder(s).

“*Insurance Agreement*” means an agreement entered into by the Insurer and the Issuer with respect to an Insurance Policy, such agreement as identified in the applicable Final Terms.

“*Insurance Policy*” means an insurance policy for the benefit of investors in any Series as identified in the applicable Final Terms, which policy covers transfer, convertibility, foreign currency, interest rate and/or other risks relating to such Series.

“*Insurer*” means the insurance company or other person providing an Insurance Policy.

Amendment The Agency Agreement provides that the Issuer may (without the consent of the other parties thereto and, subject to the provisions of the other applicable Transaction Documents, the other parties thereto and any other Secured Creditors) make certain amendments to the Transaction Documents as provided in “*Description of the Transaction Documents – Agency Agreement – Amendments*.”

Investor Report On or before the Istanbul Business Day that falls 25 days after the expiration of each Collection Period (each an “*Investor Report*”

Date”), the Issuer will (to the extent required to be published with respect to such Collection Period) produce an investor report (the “*Investor Report*”) that will contain information regarding the Covered Bonds and the Cover Pool Assets, including statistics relating to the financial performance of the Cover Pool Assets for the immediately preceding Collection Period. Such report will be available to prospective investors in the Covered Bonds and to Covered Bondholders on Bloomberg and on the Issuer’s website.

“*Collection Period*” means the period from (but excluding) 11:59 pm (İstanbul time) on the last İstanbul Business Day of a calendar month (or, in the case of the first collection period, from and including 11:59 pm (İstanbul time) on the Programme Closing Date) to (and including) 11:59 pm (İstanbul time) on the last İstanbul Business Day of the next immediately following calendar month; *provided* that, in the event that the first “Collection Period” would (but for the operation of this proviso) be for a duration of less than 15 days, the first “Collection Period” means the period from and including 11:59 pm (İstanbul time) on the Programme Closing Date to (and including) 11:59 pm (İstanbul time) on the last calendar day of the calendar month immediately following the calendar month in which the Programme Closing Date occurs.

FORM OF THE COVERED BONDS

The Covered Bonds of each Series will be in bearer form (with or without interest coupons attached) or registered form (without interest coupons attached), in each case either as Global Covered Bonds or Definitive Covered Bonds. Bearer Covered Bonds will be issued to non-U.S. persons in reliance upon Regulation S and Registered Covered Bonds will be issued both in “offshore transactions” to non-U.S. persons in reliance upon the exemption from registration provided by Regulation S, to Dealers for re-sale to QIBs in reliance upon Rule 144A or otherwise in private transactions that are exempt from the registration requirements of the Securities Act.

As of the date of this Base Prospectus, the Issuer is (in accordance with the Debt Instruments Communiqué) required to inform Central Registry İstanbul within three İstanbul business days from the applicable Issue Date of a Tranche of Covered Bonds of the amount, Issue Date, ISIN code (if any), interest commencement date, maturity date, interest rate, name of the custodian and currency of such Covered Bonds and the country of issuance.

Bearer Covered Bonds

Each Tranche of Bearer Covered Bonds will initially be issued in the form of a temporary global covered bond (a “*Temporary Bearer Global Covered Bond*”) or, if so specified in the applicable Final Terms, a permanent global covered bond (a “*Permanent Bearer Global Covered Bond*”) and, together with a Temporary Bearer Global Covered Bond, each a “*Bearer Global Covered Bond*”), which, in either case, will:

(a) if such Bearer Global Covered Bonds are issued in new global covered bond (“*NGCB*”) form, as stated in the applicable Final Terms, be delivered on or prior to the original Issue Date of such Tranche to a common safekeeper (the “*Common Safekeeper*”) for Euroclear and Clearstream, Luxembourg; and

(b) if such Bearer Global Covered Bonds are not issued in NGCB form, be delivered on or prior to the original Issue Date of such Tranche to a common depositary (the “*Common Depositary*”) for, Euroclear and Clearstream, Luxembourg.

Where the Bearer Global Covered Bonds issued in respect of any Tranche are in NGCB form, the applicable Final Terms will also indicate whether such Bearer Global Covered Bonds are intended to be held in a manner that would allow Eurosystem eligibility. Any indication that a Bearer Global Covered Bond is to be so held does not necessarily mean that the Covered Bonds of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any time during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGCBs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Whilst any Bearer Covered Bond is represented by a Temporary Bearer Global Covered Bond, payments of principal, interest and any other amount payable in respect of such Covered Bonds due prior to the applicable Exchange Date (as defined below) will only be made (against presentation of such Temporary Bearer Global Covered Bond if such Temporary Bearer Global Covered Bond is not issued in NGCB form) if certification (in a form to be provided) to the effect that the beneficial owners of interests in such Temporary Bearer Global Covered Bond are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has/have given a like certification (based upon the certifications it has received) to the Fiscal Agent.

For any Temporary Bearer Global Covered Bond, on and after the date (the “*Exchange Date*”) that is 40 days after the later of the commencement of the offering of the applicable Series and such Series’ Issue Date, interests in such Temporary Bearer Global Covered Bond will be exchangeable (free of charge) upon a request as described therein either for: (a) interests in a Permanent Bearer Global Covered Bond of the same Series or (b) Bearer Definitive Covered Bonds of the same Series with, where applicable, interest coupons, receipts and talons attached (as indicated in the applicable Final Terms and subject, in the case of Bearer Definitive Covered Bonds, to such notice period as is specified in the applicable Final Terms), in each case against certification of beneficial ownership as described above unless such certification has already been given; *provided* that purchasers in the United States and certain U.S. persons will not be able to receive Bearer Definitive Covered Bonds. The holder of a Temporary Bearer Global Covered Bond (or a beneficial interest therein) will not be entitled to collect any payment of interest, principal or other amount due on or after the applicable Exchange

Date unless, upon due certification, exchange of such Temporary Bearer Global Covered Bond for an interest in a Permanent Bearer Global Covered Bond or for Bearer Definitive Covered Bonds is improperly withheld or refused.

Payments of principal, interest or any other amounts on a Permanent Bearer Global Covered Bond will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Bearer Global Covered Bond if the Permanent Bearer Global Covered Bond is not issued in NGCB form) without any requirement for certification in the manner described above.

The applicable Final Terms will specify that a Bearer Global Covered Bond will be exchangeable (free of charge), in whole but not in part, for Bearer Definitive Covered Bonds with, where applicable, interest coupons and talons attached (as provided in the applicable Final Terms): (a) on not less than 60 days' written notice given at any time from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Covered Bond) to the Fiscal Agent as described therein, (b) upon the occurrence of an Exchange Event and/or (c) at any time at the request of the Issuer. For these purposes, "*Exchange Event*" means that: (i) an Event of Default has occurred and is continuing, (ii) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of at least 14 days (other than by reason of holiday, whether statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) the Issuer has or will become subject to adverse tax consequences that would not be suffered were the Covered Bonds represented by a Permanent Bearer Global Covered Bond in definitive form. The Issuer will promptly give notice to the applicable Covered Bondholders in accordance with Condition 14 (*Notices*) upon the occurrence of an Exchange Event.

In the event of the occurrence of any Exchange Event described in sub-paragraph (i) or (ii) in the definition thereof in the preceding paragraph, one or more of the relevant Clearing Systems or the Common Safekeeper for the relevant Clearing Systems (if the applicable Final Terms indicates that the applicable Global Covered Bond is a NGCB) or the Common Depositary (if the applicable Final Terms indicates that the applicable Global Covered Bond is not a NGCB) on their behalf acting on the instructions of any holder of an interest in the applicable Global Covered Bond may give notice to the Fiscal Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in paragraph (iii) in the definition thereof in the preceding paragraph, the Issuer may give notice to the Fiscal Agent requesting exchange. Any such exchange shall occur no later than 45 days after the date of receipt of the first relevant notice by the Fiscal Agent.

The following legend will appear on all Bearer Covered Bonds (other than Bearer Covered Bonds issued in compliance with TEFRA C or Temporary Bearer Global Covered Bonds) that have an original maturity of more than one year and on all interest coupons relating to such Covered Bonds:

"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections of the Code referred to above provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Covered Bonds or interest coupons with respect thereto and will not be entitled to capital gains treatment in respect of any gain on any sale, disposition, redemption or payment of principal in respect of such Bearer Covered Bonds or interest coupons.

Covered Bonds that are represented by a Bearer Global Covered Bond will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

Bearer Covered Bonds shall not be physically delivered in Belgium, except to a clearing system, a depositary or other institution for the purposes of their immobilisation in accordance with Article 4 of the Belgian law of 14 December 2005.

Registered Covered Bonds

The Registered Covered Bonds of each Tranche offered and sold in reliance upon Regulation S in offshore transactions to persons other than U.S. persons will initially be represented by a global covered bond in registered form (a "*Regulation S Registered Global Covered Bond*") or, if so specified in the applicable Final Terms, by a registered covered bond in definitive form (a "*Definitive Regulation S Registered Covered Bond*").

Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to a Tranche of Covered Bonds, Registered Covered Bonds of such Tranche offered and sold in reliance upon Regulation S (including Definitive Regulation S Registered Covered Bonds) or beneficial interests therein may not be offered or sold to, or for the account or benefit of, a U.S. person except as otherwise provided in “*Subscription and Sale and Transfer and Selling Restrictions - Transfer Restrictions*” and such Covered Bonds will bear a legend regarding such restrictions on transfer.

The Registered Covered Bonds (or beneficial interests therein) of each Tranche offered and sold in the United States or to, or for the account or benefit of, U.S. persons may only be offered and sold by the Issuer or any person acting on its behalf: (a) to QIBs, (b) to Institutional Accredited Investors who execute and deliver an IAI Investment Letter in which they agree to purchase the Covered Bonds for their own account and not with a view to the distribution thereof or (c) in transactions that are otherwise exempt from the registration requirements of the Securities Act. The Registered Covered Bonds of each Tranche sold to QIBs pursuant to Rule 144A will be represented by a global covered bond in registered form (a “*Rule 144A Global Covered Bond*”) or, if so specified in the applicable Final Terms, by a registered covered bond in definitive form.

Registered Global Covered Bonds will either be: (a) deposited with a custodian for, and registered in the name of a nominee of, DTC or (b) deposited with a Common Depositary or, if the Registered Global Covered Bonds are to be held under the New Safekeeping Structure (“*NSS*”), a Common Safekeeper, as the case may be, for Euroclear and Clearstream, Luxembourg, and registered in the name of a nominee of that common depositary or common safekeeper, as specified in the applicable Final Terms. Persons holding beneficial interests in Registered Global Covered Bonds will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Covered Bonds in fully registered form.

Where the Registered Global Covered Bonds issued in respect of any Tranche are to be held under the NSS, the applicable Final Terms will also indicate whether such Registered Global Covered Bonds are intended to be held in a manner that would allow Eurosystem eligibility. Any indication that a Registered Global Covered Bond is to be so held does not necessarily mean that the Covered Bonds of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any time during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for registered Global Covered Bonds to be held under the NSS will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

The Registered Covered Bonds of each Tranche sold to Institutional Accredited Investors in reliance upon Section 4(a)(2) of the Securities Act will be in definitive form, registered in the name of the holder thereof (“*Definitive IAI Registered Covered Bonds*”) or, if so specified in the applicable Final Terms, by a global covered bond in registered form (an “*IAI Global Covered Bond*” and, together with a Rule 144A Global Covered Bond and a Regulation S Registered Global Covered Bond, each a “*Registered Global Covered Bond*”). An interest in an IAI Global Covered Bond sold by the Issuer to an Institutional Accredited Investor will only be transferable to QIBs or to non-U.S. persons in offshore transactions, in accordance with the legends regarding restrictions on transfer set out under “*Subscription and Sale and Transfer and Selling Restrictions*,” until the date that is one year after the later of the last Issue Date for the applicable Series and the last date on which the Issuer or an affiliate of the Issuer was the owner of such securities. Unless otherwise set forth in the applicable Final Terms, Definitive IAI Registered Covered Bonds will be issued, and interests in an IAI Global Covered Bond may be purchased, only in minimum denominations of at least US\$500,000 and integral multiples of US\$1,000 in excess thereof (or the approximate equivalents in the applicable Specified Currency). Definitive IAI Registered Covered Bonds and interests in Global Covered Bonds will be subject to the restrictions on transfer set forth therein and will bear the restrictive legend described under “*Subscription and Sale and Transfer and Selling Restrictions*.” Institutional Accredited Investors that hold Definitive IAI Registered Covered Bonds may not elect to hold such Covered Bonds through DTC, Euroclear or Clearstream, Luxembourg.

Payments of principal, interest and any other amount in respect of the Registered Global Covered Bonds will, in the absence of provision to the contrary, be made to the person shown on the Register as the registered holder of the Registered Global Covered Bonds on the relevant Record Date. None of the Issuer, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Covered Bonds or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. Payments of principal, interest or any other amount in respect of the Registered Covered Bonds in definitive

form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date immediately preceding the due date for payment in the manner provided in Condition 5.4 (*Payments in respect of Registered Covered Bonds*).

Interests in a Registered Global Covered Bond will be exchangeable in whole but not in part (free of charge) for Registered Definitive Covered Bonds without interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, “*Exchange Event*” means that: (a) an Event of Default has occurred and is continuing, (b) in the case of Covered Bonds registered in the name of a nominee for DTC, either DTC has notified the Issuer that it is unwilling or unable to continue to act as depositary for the Covered Bonds and no alternative clearing system is available or DTC has ceased to constitute a clearing agency registered under the Exchange Act and no alternative clearing system is available, (c) in the case of Covered Bonds registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of at least 14 days (other than by reason of holiday, whether statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available, or (d) the Issuer has or will become subject to adverse tax consequences that would not be suffered were the Covered Bonds represented by the Registered Global Covered Bond.

The Issuer will promptly give notice to the applicable Covered Bondholders in accordance with Condition 14 (*Notices*) upon the occurrence of an Exchange Event. In the event of the occurrence of any Exchange Event described in sub-paragraph (a), (b) or (c) in the definition thereof in the preceding paragraph, the applicable Clearing System(s) or any person acting on its/their behalf, acting on the instructions of any holder of an interest in the applicable Global Covered Bond, may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in sub-paragraph (d) in the preceding paragraph, the Issuer may give notice to the Registrar requesting exchange. Any such exchange shall occur no later than 45 days after the date of receipt of the relevant notice by the Registrar.

Transfer of Interests

Interests in a Registered Global Covered Bond may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Covered Bond or, upon the delivery of an IAI Investment Letter, in the form of a Definitive IAI Registered Covered Bond and Definitive IAI Registered Covered Bonds may, subject to compliance with all applicable restrictions and if there is a Registered Global Covered Bond for the applicable Series, be transferred to a person who wishes to hold such Covered Bonds in the form of an interest in such Registered Global Covered Bond. No beneficial owner of an interest in a Registered Global Covered Bond will be able to transfer such interest except in accordance with the applicable procedures of DTC, Euroclear and Clearstream, Luxembourg, in each case to the extent applicable. **The Covered Bonds are also subject to the restrictions on transfer set forth therein and will bear a legend regarding such restrictions (see “*Subscription and Sale and Transfer and Selling Restrictions*”).**

General

Pursuant to the Agency Agreement, the Fiscal Agent shall arrange that, where a further Tranche of Covered Bonds is issued that is to be consolidated with, and form a single Series with, an existing Tranche of Covered Bonds on a date after the Issue Date of the further Tranche, the Covered Bonds of such further Tranche shall, as applicable, be assigned a common code, ISIN, CUSIP and/or CINS number that are different from the security numbers assigned to Covered Bonds of any other Tranche of the same Series until such time as such Tranches are consolidated and form a single Series, which shall not be prior to the expiry of any applicable distribution compliance period (as defined in Regulation S under the Securities Act) applicable to the Covered Bonds of such further Tranche.

A Covered Bond may be accelerated by the holder thereof in certain circumstances described in Condition 10 (*Events of Default*). In such circumstances, where any Covered Bond is still represented by a Global Covered Bond and such Global Covered Bond (or any part thereof) has become due and repayable in accordance with the Conditions of such Covered Bonds and payment in full of the amount due has not been made in accordance with the provisions of the Global Covered Bond, then from 8.00 p.m. (London time) on the day immediately following the applicable due date, holders of interests in such Global Covered Bond credited to their accounts with Euroclear, Clearstream, Luxembourg and/or DTC, as the case may be, will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear, Clearstream, Luxembourg and DTC, as applicable, on and subject to the terms of the Deed of Covenant.

The Issuer may agree with any Dealer or Covered Bondholder that Covered Bonds may be issued in a form not contemplated by the Conditions of the Covered Bonds herein, in which event (for any listed issuance) a new prospectus or a supplement to this Base Prospectus, if appropriate, will be made available that will describe the effect of the agreement reached in relation to such Covered Bonds.

FORM OF APPLICABLE FINAL TERMS

Set out below is the form of Final Terms that, subject to any necessary amendment, will be completed for each Tranche of Covered Bonds issued under the Programme. Text in this section appearing in italics does not form part of the Final Terms but denotes directions for completing the Final Terms.

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS]

The Covered Bonds (or beneficial interests therein) are not intended, from 1 January 2018, to be offered, sold or otherwise made available to (and, with effect from such date, should not be offered, sold or otherwise made available to) any retail investor in the European Economic Area (the “EEA” and each an “EEA Retail Investor,” respectively). For these purposes, a retail investor means a person who is one (or more) of: (a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (“MiFID II”), (b) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II, or (c) not a qualified investor as defined in Directive 2003/71/EC (as amended including by Directive 2010/73/EU). Consequently, no key information document required by Regulation (EU) No 1286/2014 (the “PRIIPs Regulation”) for offering or selling the Covered Bonds (or beneficial interests therein) or otherwise making them available to EEA Retail Investors has been prepared and, therefore, offering or selling the Covered Bonds (or beneficial interests therein) or otherwise making them available to any EEA Retail Investors might be unlawful under the PRIIPs Regulation.]

[Date]

TÜRKİYE İŞ BANKASI A.Ş.

Issue of [Aggregate Principal Amount of Tranche] [Title of Covered Bonds] (the “Covered Bonds”) under the €2,000,000,000
Global Covered Bond Programme

PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the base prospectus dated 21 April 2017 [and the supplement[s] to it dated [date] [and [date]]], which [together] constitute[s] a base prospectus [for the purposes of the Prospectus Directive]¹ (the “Base Prospectus”). This document constitutes the Final Terms of the Covered Bonds described herein [for the purposes of Article 5.4 of the Prospectus Directive]¹ and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Covered Bonds is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus has been published on the Issuer’s website ([insert website address]).

[Include whichever of the following apply or specify as “Not Applicable.” Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs (in which case the sub-paragraphs of the paragraphs that are not applicable can be deleted). Italics denote directions for completing the Final Terms.]

- | | | |
|----|--|---|
| 1. | Issuer: | Türkiye İş Bankası A.Ş. |
| 2. | (a) Series Number: | [●] |
| | (b) Tranche Number: | [●] |
| | (c) Date on which the Covered Bonds will be consolidated and form a single Series: | The Covered Bonds will be consolidated and form a single Series with [identify earlier Tranches] on [the Issue Date/exchange of the Temporary Bearer Global Covered Bond for interests in the Permanent Bearer Global Covered Bond, as referred to in paragraph [●] below, which is expected to occur on or about |

¹ Delete where the Covered Bonds are neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive.

- [date]][Not Applicable]
3. Specified Currency: [●]
4. USD Payment Election: [Applicable/Not Applicable]
- (Only applicable for Turkish Lira-denominated Covered Bonds.)*
5. Aggregate Principal Amount:
- (a) Series: [●]
- (b) Tranche: [●]
6. Issue Price: [●] *per cent.* of the Aggregate Principal Amount of the Tranche *[plus accrued interest from [insert date] (if applicable)]*
7. (a) Specified Denominations: [●]
- (Note — where multiple denominations above [€100,000] or equivalent are being used, the following sample wording should be followed:*
- “[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. [No Bearer Covered Bonds in definitive form will be issued with a denomination above [€199,000]].”*)
- (b) Calculation Amount: [●]
- (If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
- (c) Redenomination: [Condition 5.10 is applicable] [Not Applicable]
- (If applicable, insert relevant provisions for redenomination to euro of Covered Bonds issued in a Specified Currency other than euro.)*
8. (a) Issue Date: [●]
- (b) Interest Commencement Date: *[specify/Issue Date/Not Applicable]*
9. (i) Final Redemption:
- (a) Final Maturity Date: *[Fixed rate – specify date/Floating rate – Interest Payment Date falling in or nearest to [specify month and year]]*
- (b) Extended Final Maturity Date: [Applicable/Not Applicable]
- [The Extended Final Maturity Date will, if applicable, fall on [Insert Date].]*
- (c) Extended Series Payment Date(s): [Applicable/Not Applicable]
- [If applicable, insert relevant dates. Must correspond with Interest Payment Dates.]*

- (ii) Instalment Covered Bonds: [Applicable/Not Applicable].
- (a) Instalment Amounts: [●]
[If applicable, insert an instalment amount that reflects equal instalments through the Final Maturity Date.]
- (b) Instalment Dates: Each Interest Payment Date from (and including) the Interest Payment Date on [●] up to (and including) the Final Maturity Date.
[If applicable, insert the first Interest Payment Date on which an Instalment Amount is to be paid.]
10. Interest Basis: [[●] per cent. per annum Fixed Rate]
 [[●] month [[currency] LIBOR/EURIBOR/TRYIBOR]]
 +/- [●] per cent. per annum Floating Rate]
(see paragraph[(s)] [15] [and] [16] below)
11. Redemption[/Payment] Basis: Subject to any purchase and cancellation or early redemption, the Covered Bonds will be redeemed on the Maturity Date [(or, if the Issuer does not pay the Final Redemption Amount on the relevant Final Maturity Date, the Extended Final Maturity Date set out in paragraph 9(b) above)] at 100 per cent. of their nominal amount.
12. Change of Interest Basis: [For the period from (and including) the Interest Commencement Date up to (but excluding) [●] [(the “[Fixed/Floating] Rate Period”), paragraph [15/16] below applies, and, for the period from (and including) [●] up to (but excluding) the [Final Maturity Date][Extended Final Maturity Date] [(the “[Fixed/Floating] Rate Period”), paragraph [15/16] below applies)]/[Not Applicable]
13. Issuer Call: [Applicable/Not Applicable].
[(see paragraph 18 below)]
14. (a) Status of the Covered Bonds: Senior
- (b) Date Board approval for issuance of Covered Bonds obtained: [●] [Not Applicable] *(N.B. Only relevant where Board (or similar) authorisation is required for the particular Tranche of Covered Bonds.)*

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. Fixed Rate Covered Bond Provisions [Applicable [in respect of the Fixed Rate Period]/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Rate(s) of Interest: [●] per cent. per annum payable in arrear on each Interest Payment Date
- (b) Interest Payment Date(s): [●] [and [●]] in each year up to and including the Maturity Date
(Amend appropriately in the case of irregular coupons.)

- (c) Interest Periods: [Adjusted/Not Adjusted]
- (d) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/Not Applicable]
(Applicable only where Interest Periods and Interest Amounts are subject to adjustment.)
- (e) Additional Business Centre(s): [[[●]/Not Applicable]]
(Applicable only where Interest Periods and Interest Amounts are subject to adjustment.)
- (f) Fixed Coupon Amount(s): [[●] per Calculation Amount] [Not Applicable]
(Applicable only to Covered Bonds issued in definitive form that carry unadjusted interest.)
- (g) Broken Amount(s): [[●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]][Not Applicable]
(Applicable only to Covered Bonds issued in definitive form that carry unadjusted interest.)
- (h) Day Count Fraction: [30/360 (Fixed)]
[Actual/Actual (ICMA)]
- (i) [Determination Date(s): [[●] in each year][Not Applicable]
(Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon.)
16. Floating Rate Covered Bond Provisions [Applicable [in respect of the Floating Rate Period]/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Specified Period(s)/Specified Interest Payment Dates: The Specified Interest Payment Dates will fall on [●][.][●] subject to adjustment in accordance with the Business Day Convention set out in (b) below/[●], not subject to adjustment, as the Business Day Convention in (b) below is specified to be Not Applicable]
- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention][Not Applicable]
- (c) Additional Business Centre(s): [●]
- (d) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination]
- (e) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Fiscal Agent): [●]
- (f) Screen Rate Determination:
- Reference Rate, Specified Reference Rate: [●] month [[currency]

	Time and Relevant Financial Centre:	[LIBOR/EURIBOR/TRYIBOR]]. Specified Time: [●] <i>(11.00 a.m. in the case of LIBOR and EURIBOR and 11.30 a.m. in the case of TRYIBOR)</i> Relevant Financial Centre: [London] [Brussels] [İstanbul]
	• Interest Determination Date(s):	[●] <i>(Second London Business Day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR, the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR and the second İstanbul Business Day prior to the start of each Interest Period if TRYIBOR.)</i>
	• Relevant Screen Page:	[●] <i>(In the case of EURIBOR, if not Reuters EURIBOR01, then ensure it is a page that shows a composite rate or amend the fallback provisions appropriately.)</i>
(g)	ISDA Determination:	[Applicable/Not Applicable]
	• Floating Rate Option:	[●]
	• Designated Maturity:	[●]
	• Reset Date:	[●] <i>(In the case of a LIBOR- or EURIBOR-based option, the first day of the Interest Period.)</i>
(h)	Linear Interpolation:	[Not Applicable]/[Applicable – the rate of interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (<i>specify for each short or long interest period</i>)]
(i)	Margin(s):	[+/-][●] per cent. per annum
(j)	Minimum Rate of Interest:	[Not Applicable][[●] per cent. per annum]
(k)	Maximum Rate of Interest:	[Not Applicable][[●] per cent. per annum]
(l)	Day Count Fraction:	[Actual/Actual (ISDA)][Actual/Actual] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)] <i>(See Condition 4 for alternatives)</i>

PROVISIONS RELATING TO REDEMPTION

17. Notice periods for Condition 6.2: Minimum period: [●] days
Maximum period: [●] days
18. Issuer Call: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (a) Optional Redemption Date(s): [●]
- (b) Optional Redemption Amount: [●] per Calculation Amount
- (c) If redeemable in part:
- (i) Minimum Redemption Amount: [●]
- (ii) Maximum Redemption Amount: [●]
- (d) Notice periods: Minimum period: [●] days
Maximum period: [●] days
(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which, in the case of Euroclear and Clearstream, Luxembourg, require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements that may apply, for example, as between the Issuer and the applicable Agent(s).)
19. Final Redemption Amount: [●] per Calculation Amount
20. Early Redemption Amount:
- (a) payable on redemption for taxation reasons: [●] per Calculation Amount
- (b) payable on redemption for event of default: [●] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS

21. Form of Covered Bonds:
- (a) Form: [Bearer Covered Bonds:

[Temporary Bearer Global Covered Bond exchangeable for a Permanent Bearer Global Covered Bond that is exchangeable for Definitive Covered Bonds [on not less than 60 days' notice given at any time/only upon an Exchange Event]]

[Temporary Bearer Global Covered Bond exchangeable for Definitive Covered Bonds on and after the Exchange Date]

[Permanent Bearer Global Covered Bond exchangeable for Definitive Covered Bonds [on not less than 60 days'

written notice given at any time/upon the occurrence of an Exchange Event/at any time at the request of the Issuer]]

[Definitive Bearer Covered Bonds]

[Bearer Covered Bonds shall not be physically delivered: (i) in Belgium, except to a clearing system, a depositary or other institution for the purpose of their immobilisation in accordance with article 4 of the Belgian Law of 14 December 2005, or (ii) in the United States of America.]

(N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Covered Bonds in paragraph 7 includes language substantially to the following effect: “[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000].” Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Covered Bonds that is to be represented on issue by a Temporary Bearer Global Covered Bond exchangeable for Definitive Covered Bonds.)

[Registered Covered Bonds:

[Regulation S Registered Global Covered Bond registered in the name of a nominee for [DTC/a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg] and exchangeable for Definitive Registered Covered Bonds [upon an Exchange Event][at any time at the request of the Issuer]]

[Rule 144A Global Covered Bond registered in the name of a nominee for [DTC/a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg] and exchangeable for Definitive Registered Covered Bonds [upon an Exchange Event][at any time at the request of the Issuer]]

[Definitive Regulation S Registered Covered Bond]

[Definitive IAI Registered Covered Bonds]

[IAI Global Covered Bond registered in the name of a nominee for [DTC/a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg] and exchangeable for Definitive Registered Covered Bonds [upon an Exchange Event][at any time at the request of the Issuer]]

(N.B. In the case of an issue with more than one Global Covered Bond or a combination of one or more Bearer Global Covered Bond(s) and Definitive IAI Covered Bond(s), specify the nominal amounts of each Global Covered Bond and, if applicable, the aggregate principal amount of all Definitive IAI Covered Bonds if such information is available.)

- (b) New Global Covered Bond: [Yes][No]
(Relevant to Bearer Global Covered Bonds only) [Eurosystem eligibility: [Yes][No]]
- (c) New Safekeeping Structure: [Yes][No]
(Relevant to Registered Global Covered Bonds only) [Eurosystem eligibility: [Yes][No]]
22. Additional Financial Centre(s): [Not Applicable/give details]
(Note that this paragraph relates to the date of payment and not Interest Period end dates, to which paragraph 16(c) relates.)
23. Talons for future Coupons to be attached to Definitive Covered Bonds: [Yes, as the Covered Bonds have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]
(Relevant to Bearer Definitive Covered Bonds only)
24. Insurance Policy: [Not] Applicable
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (a) Insurer: [_____]
- (b) Insurance Policy: [_____]
- (c) Insurance Agreement: [_____]

RESPONSIBILITY [AND THIRD PARTY INFORMATION]

The Issuer accepts responsibility for the information contained in these Final Terms.

[[*Relevant third party information*,] has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify source*], no facts have been omitted that would render the reproduced information inaccurate or misleading.

Signed on behalf of

Türkiye İş Bankası A.Ş.

By:

Duly authorised

By:

Duly authorised

PART B - OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (a) Listing and Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Covered Bonds to be listed on the Official List and admitted to trading on the Main Securities Market of the Irish Stock Exchange plc with effect from [●].][●] [Not Applicable.]

(When documenting an issue of Covered Bonds that is to be consolidated and to form a single Series with a previous listed issue, it should be indicated here that the original Covered Bonds are already listed and admitted to trading.)

- (b) Estimate of total expenses related to admission to trading: [●]

2. RATINGS

Ratings: [Not Applicable][The Covered Bonds to be issued [[have been]/[are expected to be]] rated]/[The following ratings reflect ratings assigned to Covered Bonds of this type issued under the Programme generally]:

[insert details]] by [insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms].

[Each of [defined terms] is established in the European Union and is registered under the CRA Regulation.]

[[Insert legal name of credit rating agency] is established in the European Union and is not registered under the CRA Regulation).]

[[Insert legal name of credit rating agency] is not established in the European Union but the rating it has given to the Covered Bonds is endorsed by [insert legal name of credit rating agency], which is established in the European Union and registered under the CRA Regulation.]

[[Insert legal name of credit rating agency] is not established in the European Union but is certified under the CRA Regulation.]

[[Insert legal name of credit rating agency] is not established in the European Union and is not certified under the CRA Regulation and the rating it has given to the Covered Bonds is not endorsed by a credit rating agency established in the European Union and registered under the CRA Regulation.]

(The above disclosure should reflect the rating allocated to Covered Bonds of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating)

Required Overcollateralisation Percentage: [●] per cent.

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the [Managers /Dealers], so far as the Issuer is aware, no person involved in the issue of the Covered Bonds has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business - *Amend as appropriate if there are other interests*].

[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]

4. YIELD (*Fixed Rate Covered Bonds only*)

Indication of yield: [●] *per cent. per annum* [in respect of the Fixed Rate Period]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

5. HISTORIC INTEREST RATES (*Floating Rate Covered Bonds only*)

Details of historic [LIBOR/EURIBOR/TRYIBOR] rates can be obtained from [Reuters at []].

6. OPERATIONAL INFORMATION

- | | | |
|-----|--|---|
| (a) | ISIN Code: | [●] |
| (b) | Common Code: | [●] |
| (c) | [(Insert here any other relevant codes such as CUSIP and CINS codes)]: | [Not Applicable/give name(s) and number(s)] |
| (d) | Any clearing system(s) other than DTC Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): | [Not Applicable/give name(s) and number(s)] |
| (e) | Delivery: | Delivery [against/free of] payment |
| (f) | Names and addresses of additional Agent(s) (if any): | [●] |
| (g) | Deemed delivery of clearing system notices for the purposes of Condition 14: | Any notice delivered to Covered Bondholders through the clearing systems will be deemed to have been given on the [second] [business] day after the day on which it was given to the relevant clearing system. |
| (h) | Intended to be held in a manner that would allow Eurosystem eligibility: | [Yes. Note that the designation “yes” simply means that the Covered Bonds are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Covered Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Covered Bonds are capable of meeting them the Covered |

Bonds may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Covered Bonds will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

7. DISTRIBUTION

- | | | |
|-----|---|--|
| (a) | Method of distribution: | [Syndicated/Non-syndicated] |
| (b) | If syndicated, names of Managers: | [Not Applicable/ <i>give names</i>] |
| (c) | Date of [Subscription] Agreement: | [●] |
| (d) | Stabilising Manager(s) (if any): | [Not Applicable/ <i>give name</i>] |
| (e) | If non-syndicated, name of relevant Dealer: | [Not Applicable/ <i>give name</i>] |
| (f) | U.S. Selling Restrictions: | [Reg. S Compliance Category 2] [Rule 144 A] [Rule 144A and Section 4(a)(2)]; [Rules identical to those provided in TEFRA C/TEFRA D/TEFRA not applicable] |
| (g) | Prohibition of sales to EEA Retail Investors: | [Applicable] [Not Applicable] |

(If the offer of the Covered Bonds is concluded prior to 1 January 2018, or the offer of the Covered Bonds is concluded on and after that date and the Covered Bonds clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the offer of the Covered Bonds will be concluded on or after 1 January 2018 and the Covered Bonds may constitute “packaged” products and no key information document will be prepared, “Applicable” should be specified.)

8. REASONS FOR THE OFFER

[]

(See “Use of Proceeds” in the Base Prospectus. If the reason for the offer is different from general corporate purposes, then such specific reason will need to be included here.)

TERMS AND CONDITIONS OF THE COVERED BONDS

Terms and Conditions of the Covered Bonds

The following are the Terms and Conditions of the Covered Bonds that, unless otherwise agreed by the Issuer and the relevant Dealer(s) or investor(s) at the time of issue, will be incorporated by reference into, or be attached to, each Global Covered Bond and Definitive Covered Bond (each as defined below), in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer(s) or investor(s) at the time of issue but, if not so permitted and agreed, such Definitive Covered Bond will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Covered Bond and Definitive Covered Bond. Reference should be made to “Form of Applicable Final Terms” for a description of the content of Final Terms, which will specify which of such terms are to apply in relation to the relevant Covered Bonds.

This Covered Bond is one of a Series (as defined below) of Covered Bonds issued by Türkiye İş Bankası A.Ş. (the “Issuer”) pursuant to the Agency Agreement (as defined below).

References herein to the “Covered Bonds” shall, unless the context otherwise requires, be references to the Covered Bonds of this Series and shall mean:

- (a) in relation to any Covered Bonds represented by a Global Covered Bond, units of each Specified Denomination in the Specified Currency;
- (b) any Global Covered Bond;
- (c) any Bearer Definitive Covered Bonds issued in exchange for a Bearer Global Covered Bond; and
- (d) any Registered Definitive Covered Bonds (whether or not issued in exchange for a Registered Global Covered Bond).

The Covered Bonds and the Coupons have the benefit of an agency agreement dated 21 April 2017 (such agency agreement as amended and/or supplemented and/or restated from time to time, the “Agency Agreement”) and made among the Issuer, The Bank of New York Mellon, London branch, as fiscal agent (including as principal paying agent) and exchange agent (the “Fiscal Agent” and the “Exchange Agent,” which expression shall, in each case, include any successor fiscal agent and exchange agent) and the other paying agents named therein (together with the Fiscal Agent, the “Paying Agents,” which expression shall include any additional or successor paying agents), The Bank of New York Mellon SA/NV, Luxembourg Branch, as transfer agent (together with the Registrar (as defined below), the “Transfer Agents,” which expression shall include any additional or successor transfer agent) and registrar (the “Registrar,” which expression shall include any successor registrar).

The final terms for this Covered Bond (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Covered Bond, which complete these Terms and Conditions (the “Conditions”). References to the “applicable Final Terms” are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Covered Bond. The expression “Prospectus Directive” means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU) and includes any relevant implementing measure in a relevant Member State of the EEA for the purposes of this Base Prospectus.

Bearer Definitive Covered Bonds have (unless otherwise indicated in the applicable Final Terms) interest Coupons and, in the case of Bearer Definitive Covered Bonds that have more than 27 interest payments remaining, Talons for further Coupons attached on issue. Any reference herein to Coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons. Bearer Definitive Covered Bonds repayable in instalments have Receipts for the payment of the instalments of principal (other than the final instalment) attached on issue. Registered Covered Bonds and Global Covered Bonds do not have Receipts, Coupons or Talons attached on issue.

Any reference to “Covered Bondholders” or “holders” in relation to any Covered Bonds shall mean (in the case of Bearer Covered Bonds) the holders of such Covered Bonds and (in the case of Registered Covered Bonds) the persons in whose name such Covered Bonds are registered and shall, in relation to any Covered Bonds represented by a Global Covered Bond, be construed as provided below. Any reference herein to

“Couponholders” shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

Copies of the applicable Final Terms and (other than the Final Terms for other Series, the Subscription Agreement for this or any other Series and the Programme Agreement) the other Transaction Documents will be available for inspection by Covered Bondholders, Receiptholders and Couponholders during normal business hours at the registered office of the Issuer and at the specified office of each of the Fiscal Agent and the other Paying Agents. If this Covered Bond is to be admitted to trading on the regulated market of the Irish Stock Exchange, then the applicable Final Terms will be published on the Issuer’s website (as of the date hereof, at: <http://www.isbank.com.tr/EN/about-isbank/investor-relations/publications-and-results/prospectuses-and-offering-circulars>). If this Covered Bond is neither admitted to trading on a regulated market in the EEA nor offered in the EEA in circumstances where a prospectus is required to be published under the Prospectus Directive, then the applicable Final Terms will only be obtainable by a Covered Bondholder, Receiptholder or Couponholder holding one or more Covered Bonds, Receipts or Coupons, as applicable, and such Covered Bondholder, Receiptholder or Couponholder must produce evidence satisfactory to the Issuer and the relevant Agent as to its holding of such Covered Bonds, Receipts or Coupons, as applicable, and identity. The Covered Bondholders, the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of, and definitions contained in, the Agency Agreement, the Deed Poll, the Deed of Covenant, the Security Assignment, the Security Agency Agreement, the Calculation Agency Agreement, the applicable Final Terms, the Cover Monitor Agreement, the Hedging Agreements and the other Transaction Documents which are applicable to them. The original of the Deed of Covenant is held by the common depositary for Euroclear and Clearstream, Luxembourg. The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement, the Deed Poll, the Deed of Covenant, the Security Assignment, the Security Agency Agreement, the Calculation Agency Agreement, the applicable Final Terms, the Hedging Agreements and (other than the Final Terms for other Series, the Subscription Agreement for this or any other Series and the Programme Agreement) the other Transaction Documents.

Each Covered Bondholder, Receiptholder and Couponholder, by reason of holding one or more Covered Bonds, Receipts or Coupons (as applicable): (a) recognises the Security Agent as its representative in relation to the Transaction Security Documents and the Security Agency Agreement, acting in its name and on its behalf, (b) agrees to be bound by the terms of the Transaction Security Documents and the Security Agency Agreement as if such Covered Bondholder, Receiptholder or Couponholder were a party thereto, and (c) acknowledges and accepts the terms of the appointment of the Security Agent as set out in the Security Agency Agreement and all of the provisions of the Security Agency Agreement relating to the exercise by the Security Agent of its powers, trusts, authorities, duties, rights and discretions contained therein.

Except where the context otherwise requires, capitalised terms used and not otherwise defined in these Conditions shall bear the meanings given to them in the applicable Final Terms and/or the master definitions and construction schedule made on or about the Programme Closing Date and signed for the purpose of identification by Mayer Brown LLP and White and Case LLP (as amended, supplemented and/or restated from time to time, the “*Master Definitions and Construction Schedule*”), a copy of which may be obtained as described above.

In these Conditions, references to the Depository Trust Company (“DTC”), Euroclear Bank SA/NV (“Euroclear”) and/or Clearstream Banking S.A. (“Clearstream, Luxembourg”) shall, whenever the context so permits, in respect of Covered Bonds, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer and the Fiscal Agent.

By acquiring the Covered Bonds (or beneficial interests therein), investors will be deemed to have acknowledged and agreed that a credit rating thereof is an assessment of credit and does not address other matters that might be of relevance to such investors, including, without limitation, whether any action proposed to be taken by the Issuer, the Security Agent or any other party to a Transaction Document is either: (a) permitted by the terms of the relevant Transaction Document or (b) in the best interests of, or not prejudicial to, some or all of the Covered Bondholders.

1. Form, Denomination and Title

1.1 Form and Denomination of Covered Bonds

The Covered Bonds are in bearer form or in registered form as specified in the applicable Final Terms and serially numbered in the Specified Currency and Specified Denomination(s) specified in the

applicable Final Terms. Covered Bonds of one Specified Denomination may not be exchanged for Covered Bonds of another Specified Denomination and Bearer Covered Bonds may not be exchanged for Registered Covered Bonds and *vice versa*.

1.2 General provisions applicable to all forms of Covered Bonds

The Covered Bonds are issued pursuant to the Capital Markets Law, the Covered Bonds Communiqué and other Turkish Covered Bonds Law, as applicable.

This Covered Bond may be a Fixed Rate Covered Bond, a Floating Rate Covered Bond or a combination thereof, depending upon the “Interest Basis” specified in the applicable Final Terms. In addition, a Covered Bond may be an Instalment Covered Bond if so specified in the applicable Final Terms.

Bearer Definitive Covered Bonds are issued with Coupons attached. Bearer Definitive Covered Bonds that are Instalment Covered Bonds are issued with Receipts and references to Receipts and Receiptholders in these Conditions are only applicable to such Bearer Definitive Covered Bonds.

1.3 Title to Covered Bonds

Subject as set out below, title to the Bearer Covered Bonds, Receipts and Coupons will pass by delivery and title to the Registered Covered Bonds will pass upon registration of transfer in accordance with the provisions of the Agency Agreement. The Issuer and each of the Agents will (except as ordered by a court of competent jurisdiction or as required by Applicable Law) deem and treat the bearer of any Bearer Covered Bond, Receipt or Coupon and the registered holder of any Registered Covered Bond as the absolute owner thereof (whether or not it is overdue and notwithstanding any notice of ownership, trust or any other interest or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Covered Bond, without prejudice to the provisions set out in this Condition 1.3.

For so long as any of the Covered Bonds is represented by a Global Covered Bond deposited with and, (subject to the following paragraph) in the case of a Registered Covered Bond, registered in the name of a clearing system (or a nominee thereof or a common depository or a common safekeeper thereof), each Person (other than a clearing system or a nominee, common depository or common safekeeper thereof) who is for the time being shown in the records of such clearing system as the holder of a particular principal amount of such Global Covered Bond (in which regard any certificate or other document issued by such clearing system as to the principal amount of such Global Covered Bond standing to the account of any Person shall be conclusive and binding for all purposes save in the case of manifest or proven error) shall, upon receipt of such certificate or other document by the Issuer or an Agent, be treated by the Issuer or such Agent (as applicable) as the holder of such principal amount of such Global Covered Bond (and the bearer or registered holder of such Global Covered Bond shall be deemed not to be the holder) for all purposes other than with respect to the payment on such principal amount of such Global Covered Bond (including the payment of interest thereon), for which purpose the bearer of the relevant Bearer Global Covered Bond or, as applicable, the registered holder of the relevant Registered Global Covered Bond shall be treated by the Issuer and the Agents as the holder of such principal amount of such Covered Bonds in accordance with and subject to the terms of the relevant Global Covered Bond. The expressions “*Covered Bondholder*” and “*holder of Covered Bonds*” and related expressions shall be construed accordingly.

For so long as DTC or its nominee is the registered owner or holder of a Registered Global Covered Bond, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the Covered Bonds represented by such Registered Global Covered Bond for all purposes under the Transaction Documents and the applicable Covered Bondholder, except to the extent that in accordance with DTC’s published rules and procedures any ownership rights may be exercised by its participants or beneficial owners through participants. The expressions “*Covered Bondholder*” and “*holder of Covered Bonds*” and related expressions shall be construed accordingly.

Covered Bonds that are represented by a Global Covered Bond will be transferable only in accordance with the rules and procedures for the time being of the applicable Clearing System.

2. Transfers of Registered Covered Bonds

2.1 Transfers of Interests in Registered Global Covered Bonds

Transfers of beneficial interests in Registered Global Covered Bonds will be effected by DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by direct participants and, if appropriate, indirect participants in such clearing systems acting on behalf of transferors and transferees of such interests. A beneficial interest in a Registered Global Covered Bond will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Covered Bonds of the same Series in definitive form or for a beneficial interest in another Registered Global Covered Bond of the same Series, in each case, only in the Specified Denomination(s) (and provided that the aggregate principal amount (disregarding any repayments of principal that have occurred in accordance with the provisions of the relevant Registered Global Covered Bond) of any balance of such beneficial interest of the transferor not so transferred is an amount of at least the Specified Denomination) and only in accordance with the rules and operating procedures for the time being of DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement and the applicable Final Terms; *provided* that both the transferee and (if less than a transfer of its entire interest) the transferor must immediately thereafter retain beneficial interests in an amount at least equal to the minimum Specified Denomination. Transfers of a Registered Global Covered Bond registered in the name of a nominee for DTC shall be limited to transfers of such Registered Global Covered Bond, in whole but not in part, to another nominee of DTC or to a successor of DTC or such successor's nominee.

2.2 Transfers of Registered Definitive Covered Bonds

Upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Definitive Covered Bond may be transferred in whole or in part (in the Specified Denomination(s) set out in the applicable Final Terms) (and *provided that*, if transferred in part, the aggregate principal amount (disregarding any repayments of principal that have occurred in accordance with the provisions of the relevant Registered Definitive Covered Bond) of the balance of that Registered Definitive Covered Bond not so transferred is an amount of at least the Specified Denomination). In order to effect any such transfer: (a) the holder or holders must: (i) surrender such Registered Definitive Covered Bond for registration of the transfer thereof (or of the relevant part of such Registered Definitive Covered Bond) at the specified office of any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing, and (ii) complete and deliver such other certifications as may be required by the relevant Transfer Agent and (b) the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the Person making the request. Any such transfer will be subject to such additional reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in the Agency Agreement).

Subject as provided above, the relevant Transfer Agent will promptly, and in any event within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the relevant Transfer Agent is located) of its receipt of the relevant request (or such longer period as may be required to comply with any applicable fiscal or other Applicable Laws), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (if so requested by the specified transferee and at the risk of such transferee) send by uninsured mail, to such address as the transferee may request, a new Registered Definitive Covered Bond of a like aggregate principal amount (disregarding any repayments of principal that have occurred in accordance with the provisions of the relevant Registered Definitive Covered Bond) to the Registered Definitive Covered Bond (or the relevant part of the Registered Definitive Covered Bond) being transferred.

In the case of the transfer of part only of a Registered Definitive Covered Bond, a new Registered Definitive Covered Bond in respect of the balance of the Registered Definitive Covered Bond not transferred will be so authenticated and delivered or (if so requested by the transferor and at the risk of the transferor) sent by uninsured mail, to such transferor's address in the register maintained by the Registrar (the "*Register*"), to the transferor. No transfer of a Registered Definitive Covered Bond will be valid unless and until entered in the Register.

2.3 Costs of Registration

Covered Bondholders will not be charged by the Issuer or any of the Agents for any costs and expenses of effecting any registration of transfer as provided in this Condition 2, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer and/or any Agent may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration and/or transfer.

3. Status of the Covered Bonds

3.1 Status of the Covered Bonds

Subject to the provisions of Condition 3.2 (*Mortgage Covered Bonds*), the Covered Bonds and any Receipts and Coupons are direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank and will (in the case of any insolvency, bankruptcy, liquidation or similar event relating to the Issuer) rank *pari passu*: (a) without any preference or priority amongst themselves, irrespective of their Series and Issue Date (for the purpose of clarification, each Series may have different timing for the repayment of principal and the timing and amount of interest payable), and (b) with all other outstanding unsecured and unsubordinated obligations of the Issuer present and future, in each case to the extent permitted by Applicable Laws relating to creditors' rights.

3.2 Mortgage Covered Bonds

The Covered Bonds are mortgage covered bonds (in Turkish, *ipotek terminatlı menkul kıymet*) issued in accordance with the Covered Bonds Communiqué and subject to the terms thereof. The Covered Bonds (with any applicable Receipts and Coupons) are backed by assets forming the Cover Pool of the Issuer. In accordance with the Turkish Covered Bonds Law, by virtue of the Transaction Documents, registration of Cover Pool Assets in the Security Register and any Security Update Registration, the Covered Bonds and related Receipts and Coupons are secured by the Cover Pool (which includes all cashflows derived from the Cover Pool) and benefit from Statutory Segregation. In addition to the Cover Pool, the Covered Bonds are secured by the other Transaction Security (other than the security interest over the Agency Account).

3.3 Turkish Lira Equivalent

For the purposes of determining the *pari passu* entitlement of any Covered Bondholder to payment in the Transaction Documents, any amount that is not denominated in Turkish Lira shall be notionally converted into Turkish Lira using the Applicable Exchange Rate.

4. Interest

4.1 Interest on Fixed Rate Covered Bonds

This Condition 4.1 applies to Fixed Rate Covered Bonds only. The applicable Final Terms contain provisions applicable to the determination of fixed rate interest and must be read in conjunction with this Condition 4.1 for full information on the manner in which interest is calculated on Fixed Rate Covered Bonds. In particular, the applicable Final Terms specify the Interest Commencement Date, the Rate(s) of Interest, the Interest Payment Date(s) (each such date, an "*Interest Payment Date*" for the purposes of such Fixed Rate Covered Bonds), the Final Maturity Date, the Extended Final Maturity Date (if any), the Fixed Coupon Amount, any applicable Broken Amount, the Calculation Amount, the Day Count Fraction and any applicable Determination Date.

Each Fixed Rate Covered Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date at the rate(s) *per annum* equal to the applicable Rate of Interest. Interest will be payable on Fixed Rate Covered Bonds, subject as provided in these Conditions, in arrear on the applicable Interest Payment Date(s) in each year up to (but excluding) the Final Maturity Date or Extended Final Maturity Date, as applicable.

In the case of Definitive Covered Bonds, the Interest Amount payable on each Interest Payment Date in respect of the Interest Period ending on (but excluding) such date will amount, where a "Fixed Coupon Amount" is specified in the applicable Final Terms, to the Fixed Coupon Amount so specified; *provided* that the Interest Amount payable on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

Except where an applicable Fixed Coupon Amount and (if applicable) Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (a) in the case of Fixed Rate Covered Bonds that are represented by a Global Covered Bond, the Principal Amount Outstanding of the Fixed Rate Covered Bonds represented by such Global Covered Bond; or
- (b) in the case of Fixed Rate Covered Bonds in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, with half of any such sub-unit being rounded upwards or otherwise in accordance with any other applicable market convention with the written consent of the Issuer. Where the Specified Denomination of a Fixed Rate Covered Bond in definitive form is greater than the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Covered Bond shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

4.2 Interest on Floating Rate Covered Bonds

This Condition 4.2 applies to Floating Rate Covered Bonds only. The applicable Final Terms contain provisions applicable to the determination of floating rate interest and must be read in conjunction with this Condition 4.2 for full information on the manner in which interest is calculated on Floating Rate Covered Bonds. In particular, the applicable Final Terms specify any Specified Interest Payment Dates, any Specified Period, the Interest Commencement Date, the Business Day Convention, any Additional Business Centres, whether ISDA Determination or Screen Rate Determination applies to the calculation of interest, the party who will calculate the amount of interest due if it is not the Fiscal Agent, the Margin, any maximum or minimum interest rates and the Day Count Fraction. Where ISDA Determination applies to the calculation of interest, the applicable Final Terms will also specify the applicable Floating Rate Option, Designated Maturity and Reset Date. Where Screen Rate Determination applies to the calculation of interest, the applicable Final Terms will also specify the applicable Reference Rate, Specified Time, Relevant Financial Centre, Interest Determination Date(s) and Relevant Screen Page.

(a) Interest Payment Dates

Each Floating Rate Covered Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date to (but excluding) the Final Maturity Date or Extended Final Maturity Date, as applicable, and such interest will be payable, subject as provided in these Conditions, in arrear on either:

- (i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an “*Interest Payment Date*” for the purposes of such Floating Rate Covered Bonds) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period.

(b) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Covered Bonds will be determined in the manner specified in the applicable Final Terms.

(i) ISDA Determination for Floating Rate Covered Bonds

Where “*ISDA Determination*” is specified in the applicable Final Terms for a Tranche as the manner in which the Rate of Interest for such Tranche is to be

determined, the Rate of Interest for each Interest Period for such Tranche will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this sub-paragraph (i), “ISDA Rate” for an Interest Period means a rate equal to the Floating Rate that would be determined by the Fiscal Agent under an interest rate swap transaction if the Fiscal Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (A) the Floating Rate Option is as specified in the applicable Final Terms;
- (B) the Designated Maturity is a period specified in the applicable Final Terms; and
- (C) the relevant Reset Date is the day specified in the applicable Final Terms.

For the purposes of this sub-paragraph (i) only, “Calculation Agent,” “Floating Rate,” “Floating Rate Option,” “Designated Maturity” and “Reset Date” has the meanings given to those terms in the ISDA Definitions.

(ii) **Screen Rate Determination for Floating Rate Covered Bonds**

Where Screen Rate Determination is specified in the applicable Final Terms for a Tranche as the manner in which the Rate of Interest for such Tranche is to be determined, the Rate of Interest for each Interest Period for such Tranche will, subject as provided below, be either:

- (A) if there is only one quotation on the Relevant Screen Page that is a composite quotation or customarily supplied by one entity, the offered quotation; or
- (B) in any other case, the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate *per annum*) for the Reference Rate(s) that appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service that displays the information) as of the Specified Time in the Relevant Financial Centre on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Fiscal Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Fiscal Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if no offered quotation appears or if, in the case of (B) above, fewer than three offered quotations appear, in each case as at the Specified Time, the Fiscal Agent shall request each of the Reference Banks to provide the Fiscal Agent with its offered quotation (expressed as a percentage rate *per annum*) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks promptly so provide the Fiscal Agent with such offered quotations, then the Rate of Interest for the Interest Period for the applicable Tranche shall be the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Fiscal Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Fiscal Agent with an offered quotation as provided in the preceding paragraph, then the Rate of Interest for the relevant Interest Period for the applicable Tranche shall be the rate *per annum* that the Fiscal Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being

rounded upwards) of the rates, as communicated to (and at the request of) the Fiscal Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the London inter-bank market (if the Reference Rate is LIBOR), the eurozone inter-bank market (if the Reference Rate is EURIBOR), the Turkish Lira inter-bank market (if the Reference Rate is TRYIBOR) or the inter-bank market of the Relevant Financial Centre (if any other Reference Rate is used) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks promptly provide the Fiscal Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more bank(s) (which bank(s) is or are in the opinion of the Issuer suitable for the purpose) informs the Fiscal Agent it is quoting to leading banks in the London inter-bank market (if the Reference Rate is LIBOR), the eurozone inter-bank market (if the Reference Rate is EURIBOR), the Turkish Lira inter-bank market (if the Reference Rate is TRYIBOR) or the inter-bank market of the Relevant Financial Centre (if any other Reference Rate is used) plus or minus (as appropriate) the Margin (if any); *provided* that if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

(c) **Minimum Rate of Interest and/or Maximum Rate of Interest**

If the applicable Final Terms for a Tranche of Floating Rate Covered Bonds specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period for such Tranche shall be such Minimum Rate of Interest.

If the applicable Final Terms for a Tranche of Floating Rate Covered Bonds specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period for such Tranche shall be such Maximum Rate of Interest.

A Final Terms may specify both a Minimum Rate of Interest and a Maximum Rate of Interest for a Tranche. Unless otherwise stated in the applicable Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(d) **Determination of Rate of Interest and Calculation of Interest Amounts**

The Fiscal Agent will, at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Fiscal Agent will calculate the amount of interest payable in respect of the Floating Rate Covered Bonds for the relevant Interest Period (the “*Interest Amount*”) or any other relevant period by applying the Rate of Interest to:

- (i) in the case of Floating Rate Covered Bonds that are represented by a Global Covered Bond, the Principal Amount Outstanding of the Covered Bonds represented by such Global Covered Bond; or
- (ii) in the case of Floating Rate Covered Bonds in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or (with the written consent of the Issuer) otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Covered Bond in definitive form is greater than the Calculation Amount, the Interest Amount payable in respect of such Covered Bond shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

(e) **Linear Interpolation**

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Fiscal Agent by straight line linear interpolation by reference to two rates based upon the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period; *provided* that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Fiscal Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

“*Designated Maturity*” means, in relation to Screen Rate Determination only, the period of time designated in the Reference Rate.

(f) **Notification of Rate of Interest and Interest Amounts**

In the case of Floating Rate Covered Bonds and Fixed Rate Covered Bonds in respect of which Interest Periods and Interest Amounts are specified in the applicable Final Terms as being subject to adjustment, the Fiscal Agent will cause (in the case of Floating Rate Covered Bonds) the Rate of Interest and (in either case) each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange on which the relevant Covered Bonds are for the time being listed and notice thereof to be published in accordance with Condition 14 (*Notices*) as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange (if any) on which the relevant Covered Bonds are for the time being listed and to the Covered Bondholders in accordance with Condition 14 (*Notices*).

(g) **Certificates to be Final**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4 and Condition 5.8 (*U.S. Dollar Exchange and Payments on Turkish Lira-Denominated Covered Bonds held other than through DTC*), whether by the Fiscal Agent or, if applicable, any other Paying Agent, shall (in the absence of manifest or proven error) be binding on the Issuer, the Fiscal Agent, the other Agents and all Covered Bondholders, Couponholders and Receiptholders and (in the absence of negligence, wilful misconduct or wilful default) no liability to the Issuer, the Covered Bondholders, the Couponholders and the Receiptholders shall attach to the Fiscal Agent or any other Paying Agent, as applicable, in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

4.3 Accrual of Interest

Each Covered Bond (or in the case of the redemption of part only of a Covered Bond, that part only of such Covered Bond) will cease to bear interest (if any) from the date for its redemption unless payment of principal in respect of such Covered Bond is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (a) the date on which all amounts due in respect of such Covered Bond (or part thereof) have been paid; and
- (b) five days after the date on which the full amount of the moneys payable in respect of such Covered Bond has been received by the Fiscal Agent or the Registrar, as the case may be, and notice to that effect has been given to the Covered Bondholders in accordance with Condition 14 (*Notices*).

4.4 Business Day, Business Day Convention, Day Count Fractions and other Adjustments

- (a) In these Conditions, “*Business Day*” means a day (other than a Saturday or Sunday) that is both:
 - (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each Additional Business Centre (other than the Trans-European Automatic Real-Time Gross Settlement Express Transfer (TARGET2) System (the “*TARGET2 System*”)) specified in the applicable Final Terms;
 - (ii) if the TARGET2 System is specified as an Additional Business Centre in the applicable Final Terms, then a day on which the TARGET2 System is open; and
 - (iii) either: (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency or as otherwise specified in the applicable Final Terms, or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open.
- (b) If a Business Day Convention (the “*Business Day Convention*”) is specified in the applicable Final Terms and: (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is:
 - (i) in any case where Specified Periods are specified in accordance with Condition 4.2(a)(ii) (*Interest Payment Dates*), the “Floating Rate Convention,” then such Interest Payment Date: (A) in the case of sub-paragraph (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of sub-paragraph (2) below shall apply *mutatis mutandis*, or (B) in the case of sub-paragraph (y) above, shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event: (1) such Interest Payment Date shall be brought forward to the immediately preceding Business Day, and (2) each subsequent Interest Payment Date shall be the last Business Day in the month that falls within the Specified Period after the preceding applicable Interest Payment Date occurred;
 - (ii) the “Following Business Day Convention,” then such Interest Payment Date shall be postponed to the next day that is a Business Day;
 - (iii) the “Modified Following Business Day Convention,” then such Interest Payment Date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

- (iv) the “Preceding Business Day Convention,” then such Interest Payment Date shall be brought forward to the immediately preceding Business Day.
- (c) “*Day Count Fraction*” means, in respect of the calculation of an amount of interest in accordance with this Condition for any Interest Period (or other Relevant Period):
 - (i) if “Actual/Actual (ICMA)” is specified in the applicable Final Terms:
 - (A) in the case of Covered Bonds where the number of days in the Relevant Period (for the purposes of this Day Count Fraction, the “*Accrual Period*”) is equal to or shorter than the Determination Period (as defined in Condition 4.4(d)) during which the Accrual Period ends, then the number of days in such Accrual Period divided by the product of: (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
 - (B) in the case of Covered Bonds where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, then the sum of: (1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of: (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and (2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of: (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;
 - (ii) if “Actual/Actual” or “Actual/Actual (ISDA)” is specified in the applicable Final Terms, then the actual number of days in the Interest Period (or other Relevant Period) divided by 365 (or, if any portion of such Relevant Period falls in a leap year, then the sum of: (A) the actual number of days in that portion of such Relevant Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of such Relevant Period falling in a non-leap year divided by 365);
 - (iii) if “Actual/365 (Fixed)” is specified in the applicable Final Terms, then the actual number of days in the Interest Period (or other Relevant Period) divided by 365;
 - (iv) if “Actual/365 (Sterling)” is specified in the applicable Final Terms, then the actual number of days in the Interest Period (or other Relevant Period) divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
 - (v) if “Actual/360” is specified in the applicable Final Terms, then the actual number of days in the Interest Period (or other Relevant Period) divided by 360;
 - (vi) if “30/360,” “360/360” or “Bond Basis” is specified in the applicable Final Terms, then the number of days in the Interest Period (or other Relevant Period) divided by 360, calculated as follows:
 - (A) in the case of Fixed Rate Covered Bonds, on the basis of a year of 360 days with 12 30-day months; and
 - (B) in the case of Floating Rate Covered Bonds, on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y^2 - Y^1)] + [30 \times (M^2 - M^1)] + (D^2 - D^1)}{360}$$

where:

“ Y^i ” is the year, expressed as a number, in which the first day of the Interest Period (or other Relevant Period) falls;

“Y²” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period (or other Relevant Period) falls;

“M¹” is the calendar month, expressed as a number, in which the first day of the Interest Period (or other Relevant Period) falls;

“M²” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period (or other Relevant Period) falls;

“D¹” is the first calendar day, expressed as a number, of the Interest Period (or other Relevant Period), unless such number is 31, in which case D¹ will be 30; and

“D²” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period (or other Relevant Period), unless such number would be 31 and D¹ is greater than 29, in which case D² will be 30;

- (vii) if “30E/360” or “Eurobond Basis” is specified in the applicable Final Terms, then the number of days in the Interest Period (or other Relevant Period) divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y^2 - Y^1)] + [30 \times (M^2 - M^1)] + (D^2 - D^1)}{360}$$

where:

“Y¹” is the year, expressed as a number, in which the first day of the Interest Period (or other Relevant Period) falls;

“Y²” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period (or other Relevant Period) falls;

“M¹” is the calendar month, expressed as a number, in which the first day of the Interest Period (or other Relevant Period) falls;

“M²” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period (or other Relevant Period) falls;

“D¹” is the first calendar day, expressed as a number, of the Interest Period (or other Relevant Period), unless such number would be 31, in which case D¹ will be 30; and

“D²” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period (or other Relevant Period), unless such number would be 31, in which case D² will be 30;

- (viii) if “30E/360 (ISDA)” is specified in the applicable Final Terms, then the number of days in the Interest Period (or other Relevant Period) divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y^2 - Y^1)] + [30 \times (M^2 - M^1)] + (D^2 - D^1)}{360}$$

“Y¹” is the year, expressed as a number, in which the first day of the Interest Period (or other Relevant Period) falls;

“Y²” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period (or other Relevant Period) falls;

“M¹” is the calendar month, expressed as a number, in which the first day of the Interest Period (or other Relevant Period) falls;

“ M^2 ” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period (or other Relevant Period) falls;

“ D^1 ” is the first calendar day, expressed as a number, of the Interest Period (or other Relevant Period), unless: (i) that day is the last day of February or (ii) such number would be 31, in which case D^1 will be 30; and

“ D^2 ” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period (or other Relevant Period), unless: (i) that day is the last day of February but not the Final Maturity Date or (ii) such number would be 31, in which case D^2 will be 30.

- (d) “*Determination Period*” means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).
- (e) “*Interest Period*” for a Series means the period from (and including) an Interest Payment Date (or, for the first Interest Period for this Covered Bond, the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.
- (f) If “adjusted” is specified in the applicable Final Terms against the Interest Period for a Series of Fixed Rate Covered Bonds, then interest in respect of the relevant Interest Period shall be payable in arrear on the relevant Interest Payment Date and calculated from (and including) the preceding Interest Payment Date (or, if there is no preceding Interest Payment Date, the Interest Commencement Date) to (but excluding) such relevant Interest Payment Date, as such Interest Payment Date shall, where applicable, be adjusted in accordance with the relevant Business Day Convention and a lesser or additional (as applicable) amount of interest shall be payable by the Issuer if the actual date of payment occurs earlier or later than the originally scheduled date for payment as a result of the application of the relevant Business Day Convention.
- (g) If “not adjusted” is specified in the applicable Final Terms against the Interest Period for a Series of Fixed Rate Covered Bonds, then interest in respect of the relevant Interest Period shall be payable in arrear on the relevant Interest Payment Date and calculated from (and including) the preceding Interest Payment Date (or, if there is no preceding Interest Payment Date, the Interest Commencement Date) to (but excluding) such relevant Interest Payment Date, with the Interest Payment Date (for the purpose of determining the date of payment only) adjusted in accordance with the relevant Business Day Convention but no lesser or additional (as applicable) amount of interest becoming due and payable by the Issuer if the actual date of payment occurs earlier or later than the originally scheduled date for payment as a result of the application of the relevant Business Day Convention.

If the Interest Period for a Series of Fixed Rate Covered Bonds is not indicated in the applicable Final Terms as “adjusted” or “not adjusted,” then it shall be deemed to be “not adjusted.”
- (h) “*Relevant Period*” means the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date.
- (i) “*sub-unit*” means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

4.5 Interest Rate and Payments from Final Maturity Date in the event of extension of maturity of the Covered Bonds up to the Extended Final Maturity Date

If an Extended Final Maturity Date is specified in the applicable Final Terms as applying to a Series of Soft Bullet Covered Bonds and the Issuer does not pay any amount representing the Final Redemption Amount in respect of the relevant Series on the applicable Final Maturity Date, then the maturity of

such Series of Soft Bullet Covered Bonds is automatically extended beyond such Final Maturity Date until the applicable Extended Final Maturity Date in accordance with Condition 6.9 (*Extension of Maturity up to an Extended Final Maturity Date*). In such circumstances, interest will continue to accrue and be payable on any unpaid Principal Amount Outstanding for such Series of Soft Bullet Covered Bonds, such interest to be payable on each Extended Series Payment Date for such Series of Soft Bullet Covered Bonds up to (and including) its Extended Final Maturity Date, subject to and in accordance with Condition 4 (*Interest*), and the Issuer will make such payments on each relevant Extended Series Payment Date and on such Extended Final Maturity Date. The final Extended Series Payment Date for a Series shall fall on the Extended Final Maturity Date for such Series.

The Issuer shall confirm to the Covered Bondholders (in accordance with Condition 14 (*Notices*)), the Paying Agents, the Registrar (in the case of a Registered Covered Bond) and the Fiscal Agent as soon as reasonably practicable (and in any event at least five London Business Days) prior to the Final Maturity Date of a Series of Soft Bullet Covered Bonds as to whether: (a) payment will be made of all or any part of the Final Redemption Amount of the applicable Series of Soft Bullet Covered Bonds in full on their Final Maturity Date or (b) the obligation to pay all or part of the Final Redemption Amount of the applicable Series of Soft Bullet Covered Bonds on their Final Maturity Date is to be deferred until the applicable Extended Final Maturity Date (any such notice under this subparagraph (b) being an “*Extension Notice*”). For Series of Soft Bullet Covered Bonds that are Bearer Definitive Covered Bonds, the Agency Agreement provides provisions for the delivery of additional Coupons to the extent necessary.

Promptly following receipt by the Fiscal Agent of an Extension Notice with respect to a Series of Global Covered Bonds, and in any event not less than three London Business Days prior to the Final Maturity Date of such Series, the Fiscal Agent shall notify Euroclear, Clearstream, Luxembourg and/or DTC, as applicable, that: (a) payment will be made of only part or none of the Final Redemption Amount of such Series on their Final Maturity Date, and (b) the obligation to pay the remaining part of the Final Redemption Amount of such Series on its Final Maturity Date shall be deferred until the applicable Extended Final Maturity Date for such Series (with, as provided in the Transaction Documents, some or all of such amount being paid earlier from the Available Funds on each applicable Extended Series Payment Date).

A failure by the Issuer to provide an Extension Notice under this Condition 4.5 shall not affect the validity or effectiveness of any extension of the maturity of a Series of Soft Bullet Covered Bonds to the applicable Extended Final Maturity Date in accordance with Condition 6.9 (*Extension of Maturity up to an Extended Final Maturity Date*) nor give rise to any rights to any Secured Creditor.

Where the applicable Final Terms for a Series of Soft Bullet Covered Bonds provides that such Soft Bullet Covered Bonds are subject to an Extended Final Maturity Date, such failure to pay the Final Redemption Amount by the Issuer on the Final Maturity Date of such Series shall not constitute an Event of Default but shall (if not cured by the end of the applicable cure period) constitute an Issuer Event.

This Condition 4.5 shall only apply to Soft Bullet Covered Bonds with respect to which an Extended Final Maturity Date is specified in the applicable Final Terms.

5. Payments

5.1 Method of Payment

Except as provided below, payments in a Specified Currency will be made by credit or transfer to an account in the relevant Specified Currency (or any account to which such Specified Currency may be credited or transferred) maintained by the payee or, at the option of the payee, by a cheque in such Specified Currency drawn on a bank that processes payments in the Specified Currency.

Payments in respect of principal and interest on the Covered Bonds will be subject in all cases to: (a) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7 (*Taxation*), and (b) any withholding or deduction required pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder (including any agreement described in Section 1471(b) of the Code), any official interpretations thereof, intergovernmental agreements between the United States and other jurisdictions facilitating the

implementation thereof and any law, rule or official practice implementing such an intergovernmental agreement, in each case, as amended from time to time (“FATCA”).

5.2 Presentation of Bearer Definitive Covered Bonds, Receipts and Coupons

Notwithstanding any other provision of these Conditions to the contrary, payments of principal in respect of a Bearer Definitive Covered Bond will (subject as provided below) be made in the manner provided in Condition 5.1 (*Method of Payment*) above only against surrender (or, in the case of part payment of any sum due, presentation and endorsement) of the applicable Receipt and/or Bearer Definitive Covered Bond, and payments of interest in respect of a Bearer Definitive Covered Bond will (subject as provided below) be made as aforesaid only against surrender (or, in the case of part payment of any sum due, presentation and endorsement) of the applicable Coupon(s), in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

Payments of instalments (if any) of principal on a Bearer Definitive Covered Bond other than the final instalment will (subject as provided below) be made in accordance with Condition 5.1 (*Method of Payment*) only against presentation and surrender (or, in the case of part of any sum due, endorsement) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final instalment on a Bearer Definitive Covered Bond will be made in accordance with Condition 5.1 (*Method of Payment*) only against presentation and surrender (or, in the case of part of any sum due, endorsement) of the applicable Bearer Definitive Covered Bond in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the Bearer Definitive Covered Bond to which it appertains. If any Bearer Definitive Covered Bond is redeemed or becomes repayable prior to the stated maturity thereof, then principal will be payable in accordance with Condition 5.1 (*Method of Payment*) only against presentation and surrender (or, in the case of part payment of any sum, endorsement) of such Bearer Definitive Covered Bond together with all unmatured Receipts appertaining thereto. Receipts presented without the Bearer Definitive Covered Bond to which they appertain and unmatured Receipts do not constitute valid obligations of the Issuer. On the date on which any Bearer Definitive Covered Bond becomes due and payable (subject, where applicable, to any extension of a Series of Soft Bullet Covered Bonds), unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect of them.

Fixed Rate Covered Bonds in definitive bearer form (other than Long Maturity Covered Bonds (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 8 (*Prescription*)) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Bearer Definitive Covered Bond becoming due and repayable prior to its Final Maturity Date (or, as the case may be, Extended Final Maturity Date), all unmatured Receipts, Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof.

If the due date for redemption of any Bearer Definitive Covered Bond is not an Interest Payment Date, interest (if any) accrued in respect of such Bearer Definitive Covered Bond from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of such Bearer Definitive Covered Bond.

A “*Long Maturity Covered Bond*” is a Fixed Rate Covered Bond (other than a Fixed Rate Covered Bond that on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon; *provided* that such Covered Bond shall cease to be a Long Maturity Note on the Interest Payment Date (or, if applicable Extended Series Payment Date) on which the aggregate amount of interest remaining to be paid thereon after that date is less than the nominal amount of such Covered Bond.

5.3 Payments in Respect of Bearer Global Covered Bonds

Payments of principal and interest (if any) in respect of Covered Bonds represented by any Bearer Global Covered Bond will (subject as provided below) be made in the same manner specified in Condition 5.2 (*Presentation of Bearer Definitive Covered Bonds, Receipts and Coupons*) in relation to Bearer Definitive Covered Bonds or otherwise in the manner specified in the relevant Bearer Global Covered Bond, where applicable against surrender or, as the case may be, presentation and endorsement, of such Bearer Global Covered Bond at the specified office of any Paying Agent outside the United States. A record of each payment, distinguishing between any payment of principal and any payment of interest, will be made on such Bearer Global Covered Bond either by the Paying Agent to which it was presented or in the records of Euroclear or Clearstream, Luxembourg, as applicable.

5.4 Payments in Respect of Registered Covered Bonds

Payments of principal to redeem a Registered Covered Bond in full (whether or not in global form) will be made against surrender of the applicable Registered Covered Bond at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Specified Account (as defined below) of the holder (or the first named of joint holders) of such Registered Covered Bond appearing in the Register at: (a) where in global form and held under the NSS, the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (b) in all other cases, the close of business at the specified office of the Registrar on the 15th day (or, if such 15th day is not a day on which banks are open for business in the city where the specified office of the Registrar is located, the first such day prior to such 15th day) before the relevant due date (in each case, the “*Record Date*”). Notwithstanding the previous sentence, if: (i) a holder does not have a Specified Account or (ii) the principal amount of such Registered Covered Bond is less than US\$250,000 (or its approximate equivalent in any other Specified Currency), then payment may instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below). For these purposes, “*Specified Account*” means the account maintained by a holder with a Designated Bank and identified as such in the Register and “*Designated Bank*” means any bank that processes payments in such Specified Currency.

Except as set forth in the final sentence of this paragraph, payments of interest and principal in respect of each Registered Covered Bond (whether or not in global form) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the applicable Registered Covered Bond appearing in the Register at the close of business on the relevant Record Date at the address of such holder shown in the Register on such Record Date and at that holder’s risk. Upon application of the applicable holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest or any such payment of principal in respect of a Registered Covered Bond, the payment thereon will be made by transfer on the due date in the same manner provided in the preceding paragraph for the final payment of principal on the applicable Registered Covered Bond. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) and principal in respect of the Registered Covered Bonds that become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of a Registered Covered Bond on redemption will be made in the same manner as final payment of the principal amount of such Registered Covered Bond.

Holders of Registered Covered Bonds will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Covered Bond as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by any Agent in respect of any payments of principal or interest in respect of the Registered Covered Bonds, save as provided in Conditions 5.9 (*U.S. Dollar Exchange and Payments on Turkish Lira-Denominated Covered Bonds held other than through DTC*) and 5.10 (*Payments on Covered Bonds held through DTC in a Specified Currency other than U.S. Dollars*).

All amounts payable to DTC or its nominee as registered holder of a Registered Global Covered Bond in respect of Covered Bonds denominated in a Specified Currency other than U.S. Dollars shall be paid by transfer by the Fiscal Agent to an account of the Exchange Agent in the relevant Specified Currency

on behalf of DTC or its nominee for: (x) payment in such Specified Currency or (y) conversion into U.S. Dollars for payment through DTC, in each case in accordance with the provisions of the Agency Agreement and Condition 5.9 (*Payments on Covered Bonds held through DTC in a Specified Currency other than U.S. Dollars*).

None of the Issuer or any of the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Covered Bonds or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

5.5 General Provisions Applicable to Payments

Subject as provided in the Deed of Covenant, the registered holder of a Registered Global Covered Bond shall be the only Person entitled to receive payments in respect of the Covered Bonds represented by such Registered Global Covered Bond and the Issuer will be discharged by payment to, or to the order of, the holder of such Registered Global Covered Bond in respect of each amount so paid. Each of the Persons shown in the records of Euroclear, Clearstream, Luxembourg or DTC, as the case may be, as the beneficial holder of a particular principal amount of Covered Bonds represented by such Registered Global Covered Bond must look solely to Euroclear, Clearstream, Luxembourg or DTC, as the case may be, for such Person's share of each payment so made by or on behalf of the Issuer to, or to the order of, the holder of such Registered Global Covered Bond.

Notwithstanding the provisions of Conditions 5.2 (*Presentation of Bearer Definitive Covered Bonds, Receipts and Coupons*) and 5.3 (*Payments in Respect of Bearer Global Covered Bonds*), if any amount of principal and/or interest in respect of Bearer Covered Bonds is payable in U.S. Dollars, then such U.S. Dollar payments of principal and/or interest in respect of such Bearer Covered Bonds will be made at the specified office of a Paying Agent in the United States only if:

- (a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. Dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Covered Bonds in the manner provided above when due;
- (b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. Dollars; and
- (c) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

5.6 Payment Day

If the date for payment of any amount in respect of any Covered Bond, Receipt or Coupon is not a Payment Day, then the holder thereof shall not be entitled to payment of the relevant amount due until the next Payment Day in the relevant place and shall not be entitled to further interest or other sum in respect of such delay. For these purposes, "*Payment Day*" means any day (other than, except as set forth in the applicable Final Terms, a Saturday or Sunday) that (subject to Condition 8 (*Prescription*)) is:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
 - (i) London (unless otherwise specified in the applicable Final Terms);
 - (ii) in the case of Covered Bonds in definitive form only, the relevant place of presentation;
 - (iii) any Additional Financial Centre (other than the TARGET2 System) specified in the applicable Final Terms; and
 - (iv) if the TARGET2 System is specified as an Additional Financial Centre in the applicable Final Terms, a day on which the TARGET2 System is open;

- (b) either: (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency, or (ii) in relation to any sum payable in euro, a day on which the TARGET2 System is open (in each of clauses (i) and (ii), including where a Registered Global Covered Bond registered in the name of DTC or its nominee is denominated in euro or another Specified Currency other than U.S. Dollars, whether or not a participant in DTC with an interest in such Registered Global Covered Bond has elected in accordance with Condition 5.9 (*Payments on Covered Bonds held through DTC in a Specified Currency other than U.S. Dollars*) to receive any part of such payment in that Specified Currency); and
- (c) in the case of any payment in respect of a Global Covered Bond, a day on which the Relevant Clearing System (or, if there is more than one Relevant Clearing System, each of them) settle(s) payments in the applicable Specified Currency (or, with respect to DTC, U.S. Dollars).

“*Relevant Clearing System*” means Clearstream, Luxembourg, Euroclear, DTC and/or any other clearing system(s) in which the relevant Covered Bonds are held from time to time.

5.7 Interpretation of Principal and Interest

Any reference in these Conditions to principal in respect of a Covered Bond shall be deemed to include, as applicable:

- (a) any Additional Amounts that may be payable with respect to such principal under Condition 7 (*Taxation*);
- (b) the Final Redemption Amount of such Covered Bond;
- (c) the Early Redemption Amount of such Covered Bond;
- (d) the Optional Redemption Amount(s) (if any) of such Covered Bond;
- (e) any premium and any other amounts (other than interest) that may be payable by the Issuer under or in respect of such Covered Bond; and
- (f) in relation to Instalment Covered Bonds, the Instalment Amounts.

Any reference in these Conditions to interest in respect of the Covered Bonds shall be deemed to include, as applicable, any Additional Amounts that may be payable with respect to such interest under Condition 7 (*Taxation*).

5.8 U.S. Dollar Exchange and Payments on Turkish Lira-Denominated Covered Bonds held other than through DTC

- (a) If “USD Payment Election” is specified as being applicable in the applicable Final Terms, the Specified Currency is Turkish Lira and interests in the Covered Bonds are not represented by a Registered Global Covered Bond registered in the name of DTC or its nominee, then a Covered Bondholder as of the applicable Record Date may, not more than 10 and not less than five London Business Days before the due date (the “*Relevant Payment Date*”) for the next payment of interest and/or principal on such Covered Bond (*i.e.*, a USD Election Period), give an irrevocable election to the Fiscal Agent to receive such payment in U.S. Dollars instead of Turkish Lira (*i.e.*, a USD Payment Election). The Fiscal Agent shall calculate the related aggregate Turkish Lira amount (the “*Lira Amount*”) on the London Business Day following each USD Election Period of the USD Payment Elections made to it by Covered Bondholders during such USD Election Period and notify the Exchange Agent of the Lira Amount to be paid by the Issuer in respect of the Covered Bonds the subject of such USD Payment Elections and that is to be converted into U.S. Dollars and paid to the holders of such Covered Bonds on the Relevant Payment Date in accordance with the provisions of this Condition 5.8 and Clause 5 of the Agency Agreement.

Each USD Payment Election of a Covered Bondholder will be made only in respect of the immediately following payment of interest and/or principal on the Covered Bonds the subject of such USD Payment Election and, unless a USD Payment Election is given in respect of each subsequent payment of interest and principal on those Covered Bonds, such payments will be made in Turkish Lira.

- (b) Upon receipt of the Lira Amount from the Issuer and by no later than 11.00 a.m. (London time) on the Relevant Payment Date, the Fiscal Agent shall transfer the Lira Amount to the Exchange Agent, which shall (on or prior to the Relevant Payment Date) purchase U.S. Dollars with the Lira Amount for settlement on the Relevant Payment Date at a purchase price calculated on the basis of its own internal foreign exchange conversion procedures, which conversion shall be conducted in a commercially reasonable manner and on a similar basis to that which the Exchange Agent would use to effect such conversion for its customers (such rate, taking into account any spread, fees, commission or charges on foreign exchange transactions customarily charged by it in connection with such conversions, the “*Relevant Exchange Rate*”). In no event shall any Agent be liable to any Covered Bondholder, the Issuer or any third party for the conversion rate so used.

If the Fiscal Agent receives cleared funds from the Issuer in respect of Turkish Lira-denominated Covered Bonds held other than through DTC after the time noted in the previous paragraph on the Relevant Payment Date, then the Fiscal Agent shall transfer the Lira Amount to the Exchange Agent for conversion into U.S. Dollars as soon as reasonably practicable at the Relevant Exchange Rate and, following such conversion, the Exchange Agent shall transfer such U.S. Dollar amounts to the Fiscal Agent and the Fiscal Agent shall use reasonable efforts to pay any U.S. Dollar amounts that Covered Bondholders have elected to receive in respect of such funds as soon as reasonably practicable thereafter.

The Issuer’s obligation to make payments on Covered Bonds the Specified Currency of which is Turkish Lira is limited to the specified Turkish Lira amount of such payments and, in the event that it fails to make any payment on the Covered Bonds in full on its due date, its obligation shall remain the payment of the relevant outstanding Turkish Lira amount and it shall have no obligation to pay any greater or other amount as a result of any change in the Relevant Exchange Rate between the due date and the date on which such payment is made in full.

- (c) Following conversion of the Lira Amount into U.S. Dollars in accordance with this Condition 5.8 and the Agency Agreement, the Exchange Agent shall: (i) promptly transfer such U.S. Dollar amount to the Fiscal Agent and (ii) notify the Fiscal Agent of: (A) the total amount of U.S. Dollars purchased with the relevant Lira Amount and (B) the Relevant Exchange Rate at which such U.S. Dollars were purchased by the Exchange Agent. On each Relevant Payment Date, the Fiscal Agent shall give notice to the applicable Covered Bondholders of such U.S. Dollar amount and Relevant Exchange Rate in accordance with Condition 14 (*Notices*) as so notified to it by the Exchange Agent.
- (d) If, for illegality or any other reason, it is not possible for the Exchange Agent to purchase U.S. Dollars with the Lira Amount, then the Exchange Agent will promptly so notify the Fiscal Agent, which shall, as soon as practicable upon receipt of such notification from the Exchange Agent, notify the applicable Covered Bondholders of such event in accordance with Condition 14 (*Notices*) and all payments on the applicable Covered Bonds on the Relevant Payment Date will be made in Turkish Lira irrespective of any USD Payment Election made.

If it is not practicable for the Fiscal Agent, either itself or through the relevant Paying Agent, to make payment of the relevant amount of U.S. Dollars on the Relevant Payment Date, then such relevant amount shall be paid as soon as practicable following such Relevant Payment Date. No additional interest shall be payable in respect of such deferral of payment and such deferred payment shall not constitute an Issuer Event or an Event of Default.

- (e) To give a USD Payment Election:
 - (i) in the case of Definitive Covered Bonds, a Covered Bondholder must deliver at the specified office of the Fiscal Agent, on any London Business Day falling within the USD Election Period, a duly signed and completed USD Payment Election in the

form (for the time being current) obtainable from the Fiscal Agent and in which the holder must specify a USD bank account to which payment is to be made under this Condition 5.8 accompanied by the relevant Covered Bonds or evidence satisfactory to the Fiscal Agent that such Covered Bonds will, following the delivery of the USD Payment Election, be held to the Fiscal Agent's order or under its control until the applicable U.S. Dollar payment is made; and

- (ii) in the case of Global Covered Bonds, a Covered Bondholder must, on any London Business Day falling within the USD Election Period, give notice to the Fiscal Agent of such exercise in accordance with the standard procedures of Euroclear or Clearstream, Luxembourg, as applicable (which may include notice being given on such holder's instruction by Euroclear, Clearstream, Luxembourg or any depositary for either of them to the Fiscal Agent by electronic means) in a form acceptable to Euroclear or Clearstream, Luxembourg, as applicable, from time to time.

Neither the Issuer nor any of the Agents will be liable for any delay or ultimate failure to pay the Covered Bondholders caused by any delay or failure of Euroclear, Clearstream, Luxembourg or any depositary for either of them to provide payment instructions with respect to the relevant USD Payment Election.

- (f) Notwithstanding any other provision in these Conditions to the contrary: (i) all costs of the purchase of U.S. Dollars with the Lira Amount shall be borne *pro rata* by the relevant Covered Bondholders relative to the Covered Bonds of such Covered Bondholders the subject of USD Payment Elections, which *pro rata* amount will be deducted from the U.S. Dollar payment made to such Covered Bondholders, (ii) none of the Issuer, any Agent or any other Person shall have any obligation whatsoever to pay any related foreign exchange rate spreads, conversion fees, commissions or expenses or to indemnify any Covered Bondholder against any difference between the U.S. Dollar amount received by such Covered Bondholder and the portion of the Lira Amount that would have been payable to the Covered Bondholder if it had not made the relevant USD Payment Election and (iii) the Issuer shall not have any liability or other obligation to any Covered Bondholder with respect to the conversion into U.S. Dollars of any amount paid by it to the Fiscal Agent in Turkish Lira or the payment of any U.S. Dollar amount to the applicable Covered Bondholders.
- (g) Notwithstanding any provisions of these Conditions or the applicable Final Terms, in respect of any Covered Bonds that are the subject of a USD Payment Election in respect of any payment, the definition of Payment Day shall, for the purposes of such payment on the Relevant Payment Date, be deemed to include a day (other than Saturday or Sunday) on which commercial banks are not authorised or required by law or regulation to be closed in New York City.

5.9 Payments on Covered Bonds held through DTC in a Specified Currency other than U.S. Dollars

In the case of any Covered Bonds represented by a Registered Global Covered Bond registered in the name of DTC or its nominee and denominated in a Specified Currency other than U.S. Dollars, payments in respect of such Covered Bonds will be made to the applicable Covered Bondholders in U.S. Dollars unless the participant in DTC with an interest in such Covered Bonds has elected to receive any part of such payment in that Specified Currency in the manner specified in the Agency Agreement and in accordance with the rules and procedures for the time being of DTC. In connection with all such payments, the Issuer shall deliver to the Fiscal Agent the related payments in the applicable Specified Currency, which amounts the Fiscal Agent shall pay to the Exchange Agent for conversion into U.S. Dollars (to the extent required) and: (a) for payments so elected to be delivered in the applicable Specified Currency, payment by the Exchange Agent directly to the applicable participant in DTC in accordance with the payment instructions received from DTC or its nominee, and (b) for payments in U.S. Dollars, payment by the Exchange Agent to DTC (or its nominee) for distribution to DTC's participants.

Neither the Issuer nor any of the Agents will be liable for any delay or ultimate failure to pay the Covered Bondholders caused by any delay or failure of DTC to provide payment instructions with respect to the relevant Specified Currency.

5.10 Redenomination

Where redenomination is specified in the applicable Final Terms as being applicable, the Issuer may, without the consent of the Covered Bondholders, the Receiptholders and the Couponholders, on giving prior written notice to the Agents and any applicable Clearing System and at least 30 days' prior notice to the applicable Covered Bondholders in accordance with Condition 14 (*Notices*), elect that, with effect from the Redenomination Date specified in such notice, the applicable Covered Bonds shall be redenominated in euro. In relation to any Covered Bonds for which the applicable Final Terms provides for a minimum Specified Denomination in the Specified Currency that is equivalent to at least €100,000 and that are admitted to trading on a regulated market in the European Economic Area (the “*Relevant Covered Bonds*”), it shall be a term of any such redenomination that the holder of any Covered Bonds held through Euroclear and/or Clearstream, Luxembourg must have credited to its securities account with the relevant Clearing System a minimum original nominal amount of Covered Bonds of at least €100,000 (or such larger amount as might be required by Applicable Law).

Any such redenomination election will have effect as follows:

- (a) the applicable Covered Bonds and any related Receipts shall be deemed to be redenominated in euro in the denomination of €0.01 with a principal amount for each Covered Bond and Receipt equal to the principal amount of that Covered Bond or Receipt in the Specified Currency, converted into euro at the rate for the conversion of the relevant Specified Currency (including compliance with rules relating to rounding in accordance with applicable European Community regulations) into euro established by the Council of the European Union pursuant to Article 123 of the treaty establishing the European Community, as amended; *provided* that if the Issuer determines, in consultation with the Fiscal Agent, that the then market practice in respect of the redenomination in euro of internationally offered securities is different from the provisions specified above, then such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the applicable Covered Bondholders, the Paying Agents and the competent listing authority, stock exchange and/or market (if any) on or by which such Covered Bonds are listed and/or admitted to trading of such deemed amendments;
- (b) save to the extent that an Exchange Notice has been given in accordance with paragraph (d) below, the amount of interest due in respect of the applicable Covered Bonds will be calculated by reference to the aggregate Principal Amount Outstanding of Covered Bonds held for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest €0.01;
- (c) if Definitive Covered Bonds for the applicable Series are required to be issued after the Redenomination Date, then they shall be issued at the expense of the Issuer: (i) in the case of Relevant Covered Bonds, in the denominations of €100,000 and/or such higher amounts as the Fiscal Agent may determine and notify to the applicable Covered Bondholders and any remaining amounts less than €100,000 shall be redeemed by the Issuer and paid to the applicable Covered Bondholders (for their individual accounts without sharing) in euro in accordance with Condition 6 (*Redemption and Purchase*), and (ii) in the case of Covered Bonds that are not Relevant Covered Bonds, in the denominations of €1,000, €10,000, €100,000 and (but only to the extent of any remaining amounts less than €1,000 or such smaller denominations as the Fiscal Agent may approve) €0.01 and such other denominations as the Fiscal Agent may determine and notify to the applicable Covered Bondholders;
- (d) if issued prior to the Redenomination Date, all unmatured Coupons of the applicable Series denominated in the Specified Currency (whether or not attached to the Covered Bonds) will become void with effect from the date on which the Issuer gives notice (the “*Exchange Notice*”) that replacement euro-denominated Covered Bonds, Receipts and Coupons are available for exchange (*provided* that such are so available) and no payments will be made in respect of the then-existing Covered Bonds, Receipts and Coupons of such Series. The payment obligations contained in any Covered Bonds, Receipts and Coupons of such Series so issued prior to the Redenomination Date will also become void on that date although those Covered Bonds, Receipts and Coupons will continue to constitute valid exchange obligations of the Issuer. New euro-denominated Covered Bonds, Receipts and Coupons will be issued in exchange for the applicable Covered Bonds, Receipts and Coupons denominated in the

Specified Currency in such manner as the Agents may specify and as shall be notified to the applicable Covered Bondholders in the Exchange Notice. No Exchange Notice may be given less than 15 days prior to any date for payment of principal or interest on the applicable Covered Bonds;

- (e) after the Redenomination Date, all payments in respect of the Covered Bonds, the Receipts and the Coupons of the applicable Series will be made solely in euro as though references in such Covered Bonds, Receipts and Coupons to the Specified Currency were to euro. Payments thereon will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque;
- (f) if the applicable Covered Bonds are Fixed Rate Covered Bonds and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on an Interest Payment Date, then it will be calculated:
 - (i) in the case of Global Covered Bonds, by applying the Rate of Interest to the aggregate Principal Amount Outstanding of Covered Bonds represented by such Global Covered Bonds, and
 - (ii) in the case of Definitive Covered Bonds, by applying the Rate of Interest to the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Covered Bond in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Covered Bond shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding;

- (g) if the applicable Covered Bonds are Floating Rate Covered Bonds, then the applicable Final Terms will specify any relevant changes to the provisions relating to interest; and
- (h) such other changes shall be made to this Condition (and the Final Terms and other Transaction Documents) as the Issuer may decide, after consultation with the Fiscal Agent, and as may be specified in the Exchange Notice, to conform it to conventions then applicable to instruments denominated in euro.

5.11 Definitions

In these Conditions, the following expressions have the following meanings:

“*Final Redemption Amount*” means, in respect of a Tranche of Covered Bonds, the amount specified in the applicable Final Terms.

“*Optional Redemption Amount*” has, in respect of a Tranche of Covered Bonds, the meaning (if any) given in the applicable Final Terms.

“*Rate of Interest*” has, with respect to any Tranche, the meaning given to that term in the applicable Final Terms as further elaborated by Condition 4 (*Interest*).

“*Reference Banks*” means: (a, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market, (b) in the case of a determination of EURIBOR, the principal eurozone office of four major banks in the eurozone inter-bank market, and (c) in the case of a determination of TRYIBOR, the principal İstanbul office of four major banks in the Turkish Lira interbank market, in each case selected by the Fiscal Agent or as specified in the applicable Final Terms.

“*Reference Rate*” means, unless otherwise specified in the applicable Final Terms: (a) the London interbank offered rate (“*LIBOR*”), (b) the Euro-zone interbank offered rate (“*EURIBOR*”) or (c) the

Turkish Lira interbank offered rate (“TRYIBOR”), in each case as specified in the applicable Final Terms.

“*Relevant Screen Page*,” in respect of Floating Rate Covered Bonds to which Screen Rate Determination applies, has the meaning given to that term in the applicable Final Terms.

“*Screen Rate Determination*” means, if specified as applicable in the applicable Final Terms, the manner in which the Rate of Interest on Floating Rate Covered Bonds is to be determined in accordance with Condition 4.2(b)(ii) (*Screen Rate Determination for Floating Rate Covered Bonds*).

6. Redemption and Purchase

6.1 Redemption at Maturity

Subject to Condition 6.9 (*Extension of Maturity up to an Extended Final Maturity Date*), and unless previously redeemed or purchased and cancelled as specified below, each Covered Bond will be redeemed by the Issuer at its Final Redemption Amount specified in the applicable Final Terms in (except as provided in Conditions 5.9 (*U.S. Dollar Exchange and Payments on Turkish Lira-Denominated Covered Bonds held other than through DTC*) and 5.10 (*Payments on Covered Bonds held through DTC in a Specified Currency other than U.S. Dollars*)) the relevant Specified Currency on the Final Maturity Date specified in the applicable Final Terms. Unless previously: (a) purchased and cancelled or (b) redeemed as provided in these Conditions, the Covered Bonds will be redeemed on such Final Maturity Date at their Principal Amount Outstanding.

The Final Maturity Date (and, if applicable, Extended Final Maturity Date) for any Series may only be scheduled to occur on an Interest Payment Date (or, if applicable, Extended Series Payment Date) for such Series as set out in the applicable Final Terms.

6.2 Redemption for Tax Reasons

Unless provided otherwise in the applicable Final Terms, if:

- (a) as a result of any change in, or amendment to, the Applicable Laws of a Relevant Jurisdiction, or any change in the application or official interpretation of the Applicable Laws of a Relevant Jurisdiction, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Covered Bonds of this Series (which shall, for the avoidance of doubt and for the purposes of this Condition 6.2, be the date on which the applicable Final Terms is signed by the Issuer), on the next Interest Payment Date the Issuer would be required to:
 - (i) pay Additional Amounts as provided or referred to in Condition 7 (*Taxation*); and
 - (ii) make any withholding or deduction for, or on account of, any Taxes imposed or levied by or on behalf of the Relevant Jurisdiction at a rate in excess of the prevailing applicable rate on such date on which agreement is reached to issue the first Tranche of the Covered Bonds of this Series; and
- (b) such requirement cannot be avoided by the Issuer taking reasonable measures available to it,

then the Issuer may at its option, having given not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the applicable Covered Bondholders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all, but not some only, of the Covered Bonds of this Series at any time at their Early Redemption Amount together (if appropriate) with all unpaid interest accrued to (but excluding) the date of redemption. Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Fiscal Agent: (i) a certificate signed by two authorised signatories of the Issuer stating that the requirements referred to in sub-paragraphs (a) and (b) above will apply on the next Interest Payment Date and cannot be avoided by the Issuer taking reasonable measures available to it and (ii) an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

6.3 Redemption at the Option of the Issuer (Issuer Call)

This Condition 6.3 applies to Covered Bonds that are subject to redemption prior to the Final Maturity Date (or, as applicable, Extended Final Maturity Date) at the option of the Issuer (other than for taxation reasons pursuant to Condition 6.2 (*Redemption for Tax Reasons*)), such option being referred to as an “*Issuer Call*.” The applicable Final Terms contains provisions applicable to any Issuer Call and must be read in conjunction with this Condition 6.3 for full information on any Issuer Call. In particular, the applicable Final Terms will identify the Optional Redemption Date(s), the Optional Redemption Amount, any minimum or maximum amount of Covered Bonds that can be redeemed and the applicable notice periods.

If an Issuer Call is specified as being applicable in the applicable Final Terms, then the Issuer may at its option, having given not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Covered Bondholders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Covered Bonds then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in the applicable Final Terms together (if appropriate) with all unpaid interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a principal amount not less than the Minimum Redemption Amount (if any) and not more than the Maximum Redemption Amount (if any), in each case as may be specified in the applicable Final Terms.

In the case of a partial redemption of Covered Bonds under this Condition 6.3, the Covered Bonds to be redeemed (“*Redeemed Covered Bonds*”) will: (a) in the case of Redeemed Covered Bonds represented by Definitive Covered Bonds, be selected individually by lot not more than 30 days prior to the date fixed for redemption, and (b) in the case of Redeemed Covered Bonds represented by a Global Covered Bond, be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion) and/or DTC. In the case of Redeemed Covered Bonds represented by Definitive Covered Bonds, a list of the serial numbers of such Redeemed Covered Bonds will be published in accordance with Condition 14 (*Notices*) not less than 15 days prior to the date fixed for redemption.

“*Optional Redemption Date*” has the meaning (if any) given in the applicable Final Terms.

6.4 Early Redemption Amounts

For the purpose of Conditions 6.2 (*Redemption for Tax Reasons*), 6.5 (*Instalments*), 6.11 (*Mandatory Redemption by the Administrator*) and 10 (*Events of Default*), each Covered Bond will be redeemed at its Early Redemption Amount calculated as follows (the “*Early Redemption Amount*”):

- (a) in the case of a Covered Bond with a Final Redemption Amount equal to the Issue Price of the first Tranche of the applicable Series and payable in the Specified Currency of such Covered Bond, at the Final Redemption Amount thereof; or
- (b) in the case of a Covered Bond (including an Instalment Covered Bond) with a Final Redemption Amount that is or may be less or greater than the Issue Price of the first Tranche of the applicable Series or that is payable in a Specified Currency other than that in which the Covered Bond is denominated, at the amount specified in the applicable Final Terms or, if no such amount or manner is so specified in the applicable Final Terms, at its Principal Amount Outstanding.

6.5 Instalments

Instalment Covered Bonds will be redeemed in the instalment amount as specified in the applicable Final Terms (the “*Instalment Amount*”) and on the Instalment Date(s) specified in such Final Terms. In the case of early redemption of Instalment Covered Bonds, the applicable Early Redemption Amount will be determined pursuant to Condition 6.4 (*Early Redemption Amounts*). Instalment Dates for a Series may only be scheduled to occur on Interest Payment Dates for such Series.

6.6 General

Prior to the publication of any notice of redemption pursuant to Condition 6.2 (*Redemption for Tax Reasons*) or Condition 6.3 (*Redemption at the Option of the Issuer (Issuer Call)*), the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories (at the relevant time) of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions set out in Condition 6.2 (*Redemption for Tax Reasons*) or Condition 6.3 (*Redemption at the Option of the Issuer (Issuer Call)*) for such right of the Issuer to arise have been satisfied and that the Issuer will have the funds in the relevant Specified Currency outside of the Republic of Turkey (“Turkey”), not subject to the interest of any other Persons (other than any ordinary course banker’s lien or similar encumbrance of the applicable account bank), required to fulfil its obligations hereunder in respect of the Covered Bonds to be redeemed and any amounts required under the Transaction Documents and/or the Turkish Covered Bonds Law to be paid at the same time *pari passu* with, or in priority to, such Covered Bonds (including any early termination amount or settlement amount payable to a Hedging Counterparty under a Hedging Agreement in connection with such redemption) and the Fiscal Agent shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions set out above, in which event it shall be conclusive and binding on all Covered Bondholders, Receiptholders and Couponholders of the applicable Series.

6.7 Purchases by the Issuer or its Subsidiaries

To the extent possible under Applicable Law, the Issuer and/or any of its Subsidiaries may at any time purchase or otherwise acquire Covered Bonds (*provided* that, in the case of Bearer Definitive Covered Bonds, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market, whether by tender, exchange, private agreement or otherwise. If any such purchases or acquisitions of Covered Bonds are made by tender, exchange or other process, then such tender, exchange or other process does not need to be available to all Covered Bondholders of the applicable Series alike except to the extent required by Applicable Law. Such Covered Bonds (and the related Receipts, Coupons and Talons) may be held, resold or, at the option of the Issuer or any such Subsidiary (as the case may be) for those Covered Bonds held by it, surrendered to any Paying Agent and/or the Registrar for cancellation; *provided* that any such resale or surrender of a Covered Bond shall include a sale or surrender (as applicable) of all related Receipts, Coupons and Talons. The Covered Bonds so purchased or acquired, while held by or on behalf of the Issuer or any such Subsidiary, shall (except to the extent held as broker or otherwise for one or more other Person(s)) not entitle it (as the Covered Bondholder with respect thereto) to vote at any meeting of the Covered Bondholders and shall (except to the extent held as broker or otherwise for one or more other Person(s)) not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Covered Bondholders or for the purposes of Condition 15.1 (*Meetings of Covered Bondholders*).

Each of the Agents, the Security Agent, the Calculation Agent and any other Secured Creditor is expressly authorised to take part in an exchange offer by the Issuer or a third party, including an exchange offer to less than all of the Covered Bondholders for all or any portion of a Series of Covered Bonds (or beneficial interests therein), and shall be held harmless for doing so. By its acquisition of a Covered Bond (or a beneficial interest therein), each investor therein agrees (or shall be deemed to agree) to the above, including that any such tender or exchange offer (or other process) need not be extended to all investors in the Covered Bonds (for example, if investors in Italy, the United States and/or some other jurisdictions were to be excluded from participating in such a tender or exchange offer or other process) (for the purpose of clarification, nothing in this paragraph alters the Issuer’s or any other Person’s obligation to comply with Applicable Law in connection with any such tender or exchange offer or other process and no investor in the Covered Bonds has any obligation to participate in any such tender or exchange offer or other process).

6.8 Cancellation

All Covered Bonds that are redeemed, all Global Covered Bonds that are exchanged in full, all Registered Covered Bonds that have been transferred, all Receipts or Coupons that are paid and all Talons that are exchanged shall be cancelled by the Paying Agent by which they are redeemed, exchanged, transferred or paid. In addition, the Issuer or any of its Subsidiaries may, as described in Condition 6.7 (*Purchases by the Issuer or its Subsidiaries*), surrender to any Paying Agent or the Registrar any Covered Bonds, together (in the case of Bearer Definitive Covered Bonds) with all

unmatured Receipts, Coupons or Talons (if any) relating to them or surrendered with them, and such Covered Bonds, Receipts, Coupons or Talons shall, to the extent that the Issuer indicates in writing the same to the relevant Paying Agent, be cancelled by the Paying Agent to which they are surrendered. Each of the Paying Agents shall deliver all cancelled Covered Bonds, Receipts, Coupons and Talons to the Fiscal Agent or as the Fiscal Agent may specify.

6.9 Extension of Maturity up to an Extended Final Maturity Date

If so specified in the applicable Final Terms relating to a Series of Soft Bullet Covered Bonds, the Issuer's obligations under the relevant Covered Bonds to pay their Principal Amount Outstanding on the relevant Final Maturity Date may be deferred to the applicable Extended Final Maturity Date. Such deferral will occur automatically if the Issuer does not pay the Final Redemption Amount on the relevant Final Maturity Date for such Soft Bullet Covered Bonds. Upon such automatic deferral, any amount representing the Final Redemption Amount due and remaining unpaid on the Final Maturity Date of such Series of Soft Bullet Covered Bonds may be paid by the Issuer on any Extended Series Payment Date for such Series thereafter up to (and including) the relevant Extended Final Maturity Date (or, pursuant to Condition 6.3 (*Redemption at the Option of the Issuer (Issuer Call)*), the Issuer may elect to redeem such Series earlier than the Extended Final Maturity Date if and to the extent permitted under the provisions of any applicable Issuer Call option). Interest will continue to accrue and be payable on any unpaid amounts on each Extended Series Payment Date for such Series up to the relevant Extended Final Maturity Date in accordance with Condition 4 (*Interest*) and as specified in the applicable Final Terms. As provided in Condition 4.5 (*Interest Rate and Payments from Final Maturity Date in the event of extension of maturity of the Covered Bonds up to the Extended Final Maturity Date*), the Issuer shall give to the applicable Covered Bondholders, the Fiscal Agent and the Paying Agents notice of its intention to redeem all or any of the Principal Amount Outstanding of such Soft Bullet Covered Bonds.

Upon any automatic deferral described in the preceding paragraph, the Issuer shall:

- (a) without prejudice to its obligations in Schedule 1, Parts 1(c) and (d) of the Security Agency Agreement, promptly liquidate all Authorised Investments that are Cover Pool Assets (which, for the avoidance of doubt, do not include any investments that are Hedge Collateral) and Substitute Assets to the extent necessary to pay the Final Redemption Amount for such Series of Soft Bullet Covered Bonds;
- (b) deposit the proceeds of such liquidation (the "*Liquidation Proceeds*") into the relevant Designated Account(s) (such proceeds to form part of the Available Funds); and
- (c) on the Final Maturity Date for such Series and on each Extended Series Payment Date for such Series thereafter up to (and including) the relevant Extended Final Maturity Date, apply all Available Funds towards the payment of any amount representing the Final Redemption Amount due and remaining unpaid on the Final Maturity Date of such Series of Soft Bullet Covered Bonds plus accrued interest thereon; *provided* that where an Interest Payment Date (including any such date that is also an Extended Series Payment Date) of any other Series of Covered Bonds (or any payment by the Issuer under a Hedging Agreement) corresponds with such Extended Series Payment Date, the Issuer shall apply all Available Funds towards payment of amounts due and payable in respect of such Series of Soft Bullet Covered Bonds, such other Series of Covered Bonds and such Hedging Agreement(s), as applicable, on a *pro rata* basis (as a result of any such payment, the amount that otherwise would be payable to a Covered Bondholder pursuant to any purchase or redemption of the applicable Series by the Issuer, including with respect to the interest that will accrue after such payment, will be reduced).

Any extension of the maturity of Soft Bullet Covered Bonds under this Condition 6.9 shall be irrevocable. Where this Condition 6.9 applies, any non-payment of the Soft Bullet Covered Bonds on their Final Maturity Date and the resulting extension of the maturity of such Soft Bullet Covered Bonds under this Condition 6.9 shall not constitute an Event of Default for any purpose or give any Covered Bondholder, Receiptholder or Couponholder any right to receive any payment of interest, principal or otherwise on the relevant Soft Bullet Covered Bonds other than as expressly set out in these Conditions. Where this Condition 6.9 applies, any non-payment of the Soft Bullet Covered Bonds on their Final Maturity Date and the resulting extension of the maturity of such Soft Bullet Covered Bonds

to their Extended Final Maturity Date under this Condition 6.9 shall (if not cured by the end of the applicable cure period) constitute an Issuer Event.

In the event of the extension of the maturity of Soft Bullet Covered Bonds under this Condition 6.9, interest rates, interest periods and interest payment dates on such Soft Bullet Covered Bonds from (and including) the Final Maturity Date of such Covered Bonds to (but excluding) their Extended Final Maturity Date shall be determined and made in accordance with the applicable Final Terms and Condition 4 (*Interest*).

If the Issuer redeems part and not all of the Principal Amount Outstanding of a Series of Soft Bullet Covered Bonds after the applicable Final Maturity Date, then the redemption proceeds shall be applied rateably across the Covered Bonds of such Series and the Principal Amount Outstanding on the relevant Covered Bonds shall be reduced by the level of that redemption.

6.10 Mandatory Redemption by the Administrator

Notwithstanding anything else herein or in any other Transaction Documents to the contrary, and without the consent of the Covered Bondholders, the Administrator (pursuant to Article 27(6) of the Covered Bonds Communiqué) may, with the consent of the Capital Markets Board, determine to cause the Issuer to redeem any Series of Covered Bonds in whole or in part on one or more redemption date(s) prior to the relevant Final Maturity Date or Extended Final Maturity Date applicable to such Covered Bonds. In such case, the Administrator may perform the liquidation of the Cover Pool Assets and instruct or cause the Issuer to make an early redemption of such Covered Bonds. If so instructed or caused to make an early redemption of this Series of Covered Bonds, then the Issuer will have the right to and will, having given not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the applicable Covered Bondholders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Covered Bonds of this Series (as so instructed or caused) at their Early Redemption Amount together (if appropriate) with all unpaid interest accrued to (but excluding) the date of redemption.

7. Taxation

7.1 Payment without Withholding

All payments of principal or interest in respect of the Covered Bonds (including with respect to the Receipts and the Coupons, if any) by (or on behalf of) the Issuer will be made free and clear of, and without withholding or deduction for or on account of, any Taxes imposed or levied by or on behalf of any Relevant Jurisdiction unless the withholding or deduction of the Taxes is required by Applicable Law. In that event, the Issuer shall pay such additional amounts (“*Additional Amounts*”) as shall be necessary in order that the net amounts received by the holders of the Covered Bonds, Receipts or Coupons after such withholding or deduction shall equal the respective amounts that would otherwise have been receivable in respect of such Covered Bonds, Receipts or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable in relation to any payment in respect of any Covered Bond, Receipt or Coupon:

- (a) presented for payment by or on behalf of a holder who is liable for Taxes in respect of the Covered Bond, Receipt or Coupon by reason of such holder having some connection with any Relevant Jurisdiction other than the mere holding of the Covered Bond, Receipt or Coupon;
- (b) for any Covered Bond presented for payment in Turkey; or
- (c) presented for payment more than 30 days after the Relevant Date except to the extent that a holder of the relevant Covered Bond, Receipt or Coupon would have been entitled to Additional Amounts on presenting the same for payment on the last day of such 30 day period (assuming that day to have been a Payment Day (as defined in Condition 5.6 (*Payment Day*))).

Notwithstanding any other provision of these Conditions or the other Transaction Documents, in no event will the Issuer, any Paying Agent or any other Person be required to pay any Additional Amounts or amount in respect of the Covered Bonds (including on Receipts and Coupons) for, or on account of, any withholding or deduction required pursuant to FATCA.

7.2 Additional Amounts

Any reference in these Conditions to any amounts payable in respect of the Covered Bonds shall be deemed also to refer to any Additional Amounts that may be payable under this Condition 7.

7.3 Tax Sharing Laws

The: (a) Issuer and/or any Paying Agent may request each Covered Bondholder to provide to the Issuer and each Paying Agent (or any agent acting on any of their respective behalf) all information reasonably available to it that is reasonably requested by the Issuer and/or such Paying Agent (or any agent acting on any of their respective behalf) in connection with the Tax Sharing Laws and (b) Issuer and each of the Paying Agents (or any agent acting on any of their respective behalf) may: (i) provide such information, any related documentation and any other information concerning such Covered Bondholder's investment in the Covered Bonds to each other and/or any relevant tax authority and (ii) take such other steps as it may deem necessary or helpful to comply with the Tax Sharing Laws; *provided* that the requirements of this paragraph shall not apply to any Covered Bondholder that is an Exempt Government Entity. For the purpose of clarification, this is applicable only to the registered Covered Bondholders (or holders of Bearer Covered Bonds) and not to holders of beneficial interests in the Covered Bonds held through Clearing Systems.

8. Prescription

Covered Bonds (whether in bearer or registered form), Receipts and Coupons will become void unless claims in respect of principal and/or interest with respect thereto are made within a period of 10 years (in the case of principal) and five years (in the case of interest) from the Relevant Date therefor.

Without prejudice to the generality of the preceding paragraph:

- (a) the Issuer shall be discharged from its obligation to pay principal on a Registered Covered Bond (including any related Receipts) to the extent that the relevant Registered Covered Bond certificate has not been surrendered to the Registrar by, or a cheque that has been duly dispatched in the applicable currency of payment remains uncashed at, the end of the period of 10 years from the Relevant Date for such payment, and
- (b) the Issuer shall be discharged from its obligation to pay interest on a Registered Covered Bond to the extent that a cheque that has been duly dispatched in the applicable currency of payment remains uncashed at the end of the period of five years from the Relevant Date in respect of such payment.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 5.2 (*Presentation of Bearer Definitive Covered Bonds, Receipts and Coupons*) or any Talon that would be void pursuant to Condition 5.2 (*Presentation of Bearer Definitive Covered Bonds, Receipts and Coupons*).

9. Issuer Events; Consequences of the occurrence of a continuing Issuer Event

For so long as an Issuer Event, an Event of Default or (with respect to sub-paragraphs (a) through (c) below) a Potential Breach of Statutory Test is continuing:

- (a) no further Covered Bonds shall be issued;
- (b) after the Issuer's detection of such Issuer Event, Event of Default or Potential Breach of Statutory Test, all amounts on deposit in the Collection Account shall be transferred by the Issuer to the TL Designated Account within two İstanbul Business Days of receipt (and, with respect to amounts in the Collection Account at the time of such detection, within two İstanbul Business Days of such detection);
- (c) after the Issuer's detection of such Issuer Event, Event of Default or Potential Breach of Statutory Test, all collections of principal and interest on the Cover Pool Assets will be dedicated exclusively towards the satisfaction of all the Issuer's payment obligations towards the Secured Creditors, subject to: (i) in the case of the Other Secured Creditors, the provisions

of Article 29 of the Covered Bonds Communiqué, and (ii) in all cases, the provisions of Article 13 of the Covered Bonds Communiqué; and

- (d) where Article 27(1) of the Covered Bonds Communiqué applies, an Administrator may be appointed by the CMB to manage the Cover Pool.

In the case of Soft Bullet Covered Bonds where the applicable Final Terms provide that the Issuer's obligations under the relevant Covered Bonds to pay the applicable Principal Amount Outstanding on the relevant Final Maturity Date may be deferred until the applicable Extended Final Maturity Date, the non-payment by the Issuer of the Principal Amount Outstanding on such Soft Bullet Covered Bonds on such Final Maturity Date shall not constitute an Event of Default but shall (if not cured by the end of the applicable cure period) constitute an Issuer Event.

10. Events of Default

10.1 An “*Event of Default*” arises if one or both of the following events occurs and is continuing:

- (a) the Issuer fails to pay any interest (or any Additional Amounts) in respect of the Covered Bonds (including with respect to the Coupons) of any Series within a period of 14 İstanbul Business Days from the due date thereof; or
- (b) on the Final Maturity Date (in the case of Covered Bonds that are not subject to an Extended Final Maturity Date) or Extended Final Maturity Date (in the case of Soft Bullet Covered Bonds that are subject to an Extended Final Maturity Date), as applicable, of any Series of Covered Bonds there is a failure to pay any amount of principal due on such Covered Bonds on such date and such default is not remedied within a period of seven İstanbul Business Days from the due date thereof.

At any time following the occurrence of any Event of Default and for so long as such Event of Default is continuing, the Security Agent acting as directed by the Covered Bondholder Representative may serve a notice of default on the Issuer (such notice, a “*Notice of Default*”), upon the Issuer's receipt of which the Principal Amount Outstanding of the Covered Bonds of each Series shall become immediately due and payable at their Early Redemption Amount as set out in the Final Terms.

In the case of Soft Bullet Covered Bonds where the applicable Final Terms provide that the Issuer's obligations under the relevant Covered Bonds to pay the applicable Principal Amount Outstanding on the relevant Final Maturity Date may be deferred until the applicable Extended Final Maturity Date, any non-payment by the Issuer of the Principal Amount Outstanding on such Soft Bullet Covered Bonds on such Final Maturity Date shall not constitute an Event of Default but shall (if not cured by the end of the applicable cure period) constitute an Issuer Event.

10.2 Enforcement

The Security Agent, at its discretion and without notice, may take such steps or proceedings against or in relation to the Issuer as it may think fit to enforce the provisions of the Transaction Security Documents and the other English Law Transaction Documents to which it is a party (or with respect to which the Issuer's rights, title, interest and benefit therein has been assigned to it pursuant to the Security Assignment), but the Security Agent shall not be bound to take any such steps or proceedings unless so requested in writing by the Covered Bondholder Representative (subject in each case to being indemnified and/or secured and/or pre-funded to its satisfaction).

Pursuant to the Security Assignment, each of the Secured Creditors (other than the Security Agent) agrees with (or, by their accepting the benefits of the Security Assignment, shall be deemed to have agreed with) the Security Agent and the Issuer that such Secured Creditor: (a) shall not be entitled to take, and shall not take, any steps whatsoever to enforce the security created by or pursuant to the Security Assignment, or to direct the Security Agent to do so; and (b) shall not be entitled to take, and shall not take, any steps (including, without limitation, the exercise of any right of set-off) for the purpose of recovering any of the Secured Obligations owing to it or any other debts whatsoever owing to it by the Issuer or procuring the winding-up, examination, administration, bankruptcy, insolvency, dissolution or reorganisation of the Issuer (or any analogous procedure or step in any jurisdiction in relation to the Issuer) in respect of the Secured Obligations; *provided* that if the Security Agent or the Receiver, having become bound to do so, fails to serve a Notice of Default and/or to take any steps or proceedings to enforce such security pursuant to the Security Assignment within a reasonable time, and

such failure is continuing, then the Secured Creditors shall be entitled to take any such steps and proceedings as they shall deem necessary (other than procuring the winding-up, examination, administration, bankruptcy, insolvency, dissolution or reorganisation of the Issuer (or any analogous procedure or step in any jurisdiction in relation to the Issuer) in respect of the Secured Obligations); *and provided further* that the Covered Bondholder Representative is entitled to direct the Security Agent to enforce the security created pursuant to the Security Assignment as more particularly set out in this Condition 10 (*Events of Default*) and the Security Agency Agreement.

In acting on the instructions of the Covered Bondholder Representative, the Security Agent shall not be required to consider the interests of any other Secured Creditor. The Security Agent shall not be required to take any action that would involve the Security Agent in any liability or expense (unless previously pre-funded and/or indemnified and/or secured to its satisfaction). The Security Agent shall not, in any event, have regard to the consequences for individual Secured Creditors resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular jurisdiction. No Secured Creditor shall be entitled to require from the Issuer or the Security Agent, nor shall any Secured Creditor be entitled to claim from the Issuer or the Transaction Security, any indemnification or other payment in respect of any consequence (including any tax consequence) for such individual Secured Creditor of any such exercise.

For the avoidance of doubt, the Security Agent shall be entitled to act in relation to all matters arising under these Conditions, the Security Agency Agreement, the Transaction Security Documents and the other Transaction Documents to which it is a party as soon as it has received any instruction, direction and/or request from the Covered Bondholder Representative (subject in all cases to the requirement for the Security Agent to first have been pre-funded and/or secured and/or indemnified to its satisfaction) and if the Security Agent receives a conflicting instruction, direction and/or request from one or more Secured Creditor(s) (other than the Covered Bondholder Representative) in relation to any such matter, then the Security Agent shall in no way incur any liability for acting or continuing to act as it was instructed, directed and/or requested by the Covered Bondholder Representative.

The Covered Bondholder Representative is required to be appointed by the Majority Instructing Creditor. The Security Agency Agreement and the Agency Agreement contain provisions for convening meetings of Covered Bondholders to appoint the Covered Bondholder Representative.

10.3 Transfer to another institution

Pursuant to the provisions of Article 27 of the Covered Bonds Communiqué, in the event that an Administrator is appointed to the Cover Pool, the Administrator may, with the consent of the Capital Markets Board, transfer (an “*Administrator Transfer*”) all or part of the Cover Pool Assets and the Total Liabilities and any other obligations that benefit from the Cover Pool to another bank or mortgage finance institution (each within the meaning of the Covered Bonds Communiqué). An Administrator Transfer is not subject to the consent of the Security Agent, Covered Bondholders, Hedging Counterparties, Agents or other Secured Creditors.

Notwithstanding any other provision of these Conditions or any other Transaction Document, an Administrator Transfer shall not constitute an Event of Default.

The Issuer shall use its best endeavours to effect any such Administrator Transfer at the earliest opportunity and in as smooth and trouble-free manner as is reasonably possible in the circumstances.

11. Replacement of Covered Bonds, Receipts, Coupons and Talons

If any Covered Bond, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Fiscal Agent (in the case of Bearer Covered Bonds, Receipts, Coupons or Talons) or the Registrar (in the case of Registered Covered Bonds) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to: (a) evidence of such loss, theft, mutilation, defacement or destruction and (b) indemnity as the Issuer and the Fiscal Agent or, as applicable, the Registrar may reasonably require. Mutilated or defaced Covered Bonds, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

12. Agents

The names of the initial Agents and their initial specified offices are set out in the Agency Agreement. If any additional Agents are appointed in connection with any Series, then the names of such Agents will be specified in Part B of the Final Terms for such Series.

The Issuer is entitled to vary or terminate the appointment of any Agent and/or appoint additional or other Agents; *provided* that the applicable requirements (if any) of Clause 25 (*Changes in Agents*) of the Agency Agreement are satisfied.

In addition, the Issuer shall as soon as practicable appoint a Paying Agent having a specified office in the United States in the circumstances described in Condition 5.5 (*General Provisions Applicable to Payments*).

In acting under the Agency Agreement, the Agents act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Covered Bondholder, Receiptholder or Couponholder. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted, with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

13. Exchange of Talons

On and after the Interest Payment Date on which the final Coupon included in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of any Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Covered Bond to which it appertains) a further Talon, subject to the provisions of Condition 8 (*Prescription*). Each Talon shall, for the purposes of these Conditions, be deemed to terminate concurrently with payment of the final Coupon included in the relevant Coupon sheet.

14. Notices

All notices regarding the Bearer Covered Bonds will be deemed to be validly given if published in a leading English language newspaper of general circulation in London. It is anticipated (but not required) that any such publication in a newspaper will be made in the *Financial Times* in London. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any relevant Stock Exchange or other relevant authority on which the Bearer Covered Bonds (if any) are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the first date by which publication has occurred in all required newspapers.

All notices to Covered Bondholders regarding the Registered Covered Bonds will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) of such Registered Covered Bonds at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Covered Bonds are listed on a relevant Stock Exchange or are admitted to trading by another relevant authority and the rules of that relevant Stock Exchange or relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules.

There may, so long as any Registered Global Covered Bonds are held in their entirety on behalf of Euroclear, Clearstream, Luxembourg and/or DTC, be substituted for such publication in such newspaper(s) or such mailing the delivery of the relevant notice to Euroclear, Clearstream, Luxembourg and/or DTC, as applicable, for communication by them to the holders of interests in the applicable Covered Bonds and, in addition, for so long as any Covered Bonds are listed on a relevant Stock Exchange or are admitted to trading by another relevant authority and the rules of that relevant Stock Exchange or relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of interests in such Covered Bonds on such day as is specified in the applicable Final Terms after the day on which such notice was given to Euroclear, Clearstream,

Luxembourg and/or DTC, as applicable (or, if not so specified, on the second London Business Day thereafter).

Notices to be given by any Covered Bondholder shall be in writing and given by lodging the same (together, in the case of any Definitive Bearer Covered Bond, with such Definitive Bearer Covered Bond) with the Fiscal Agent. Any such Definitive Bearer Covered Bond shall be returned to the relevant Covered Bondholder after such notice has been given in the event such Definitive Bearer Covered Bond is otherwise due to be returned to such Covered Bondholder. Whilst any of the Covered Bonds are represented by a Global Covered Bond, such notice may be given by any holder of an interest in such Global Covered Bond to the Fiscal Agent or the Registrar through Euroclear, Clearstream, Luxembourg and/or DTC, as the case may be, in such manner as the Fiscal Agent, the Registrar and Euroclear, Clearstream, Luxembourg and/or DTC, as the case may be, may approve for this purpose.

Receiptholders and Couponholders of a Covered Bond shall be deemed for all purposes to have notice of the contents of any notice given to the applicable Covered Bondholder.

Notices given by (or on behalf of) the Issuer to Covered Bondholders of this Series pursuant hereto shall also be delivered to all Hedge Counterparties (if any) that are parties to Hedging Agreements relating to this Series at the same time as they are given to such Covered Bondholders, which notices (unless published as provided in the first paragraph of this Condition 14) shall be delivered to each such Hedge Counterparty in accordance with the relevant Hedging Agreement.

15. Meetings of Covered Bondholders and Modification

15.1 Meetings of Covered Bondholders

The Agency Agreement contains provisions for convening meetings of the Covered Bondholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Covered Bonds, the Receipts, the Coupons or any of the provisions of the Agency Agreement. Such a meeting may be convened by the Issuer at any time and shall be convened by the Issuer: (a) other than in respect of a Programme Reserved Matter, at any time if required in writing by Covered Bondholders holding not less than *5 per cent.* in Principal Amount Outstanding of the Covered Bonds of this Series for the time being outstanding, (b) in respect of a Programme Reserved Matter, at any time if required in writing by Covered Bondholders holding not less than *5 per cent.* in aggregate Principal Amount Outstanding of the Covered Bonds of all Series for the time being outstanding, or (c) in order to appoint the Covered Bondholder Representative, at any time if required by any Covered Bondholder. A meeting that has been validly convened in accordance with the provisions of the Agency Agreement may be cancelled by the Person(s) who convened (or, if applicable, caused the Issuer to convene) such meeting giving at least five days' notice (which, in the case of a meeting convened by the Issuer, will be given to the applicable Covered Bondholders in accordance with Condition 14 (*Notices*) and to the Fiscal Agent and the Security Agent); *provided* that if the Issuer had convened such meeting after having been required to do so by one or more Covered Bondholder(s) pursuant to Clause 3.1 of Schedule 3 to the Agency Agreement, then the Issuer may not so cancel such meeting absent a request to do so from such Covered Bondholder(s).

The quorum at any meeting for appointing the Covered Bondholder Representative (which is required to be appointed by the Majority Instructing Creditor) shall be one or more Eligible Person(s) present and holding or representing at least a majority of the Principal Amount Outstanding of all Series of Covered Bonds for the time being outstanding. The quorum at any meeting of a Series of Covered Bonds for passing an Extraordinary Resolution (but not a Programme Resolution) is one or more Eligible Person(s) present and holding or representing in the aggregate at least a majority of the Principal Amount Outstanding of the relevant Series of Covered Bonds for the time being outstanding, or at any adjourned meeting one or more Person(s) being or representing Covered Bondholders whatever the principal amount of the Covered Bonds so held or represented, except that at any meeting the business of which includes any Series Reserved Matter (including modifying the date of maturity of the applicable Series of Covered Bonds or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the applicable Series of Covered Bonds, modifying the currency of payment of the applicable Series of Covered Bonds, the related Receipts or the related Coupons or modifying the Deed of Covenant), the quorum shall be one or more Eligible Person(s) present and holding or representing not less than two-thirds in Principal Amount Outstanding of the relevant Series of Covered Bonds for the time being outstanding, or at any

adjourned such meeting one or more Eligible Person(s) present and holding or representing not less than one-third in Principal Amount Outstanding of the relevant Series of Covered Bonds for the time being outstanding. An Extraordinary Resolution or Programme Resolution passed at any meeting of the Covered Bondholders shall be binding on all the Covered Bondholders, whether or not they are present at such meeting and whether or not they vote on the resolution, and on all Couponholders and Receiptholders.

15.2 Modification

The Issuer may make amendments or modifications to these Conditions and/or the other Transaction Documents in the manner described in Clause 32 (*Amendments*) of the Agency Agreement and (with respect to any Transaction Document) as provided within the applicable Transaction Document. Any such amendment or modification shall be binding on the Covered Bondholders, Receiptholders and Couponholders and, unless the Fiscal Agent agrees otherwise, any such amendment or modification shall be notified by the Issuer to the applicable Covered Bondholders, Receiptholders and Couponholders as soon as practicable thereafter in accordance with Condition 14 (*Notices*).

16. Further Issues

The Issuer may from time to time without the consent of the Covered Bondholders or any other Secured Creditors create and issue further Covered Bonds having terms and conditions the same as those of this Series of Covered Bonds or the same in all respects save for the amount and/or date of the first payment of interest thereon and the date from which interest starts to accrue and so that the same shall be consolidated and form a single Series with such outstanding Covered Bonds; *provided* that the Issuer shall ensure that such further Covered Bonds will, if applicable, be fungible with such outstanding Covered Bonds for U.S. federal income tax purposes as a result of their issuance being a “qualified reopening” under U.S. Treasury Regulation § 1.1275-2(k); *and provided further* that: (a) there is no Potential Breach of Statutory Test, Issuer Event or Event of Default outstanding at the time of such issuance and that such issuance would not cause a Potential Breach of Statutory Test, Issuer Event or Event of Default, (b) the Issuer notifies each Relevant Rating Agency of any Series of Covered Bonds of the issuance not less than five Business Days prior to the relevant issuance, (c) if applicable, such issuance has been approved by the Capital Markets Board in accordance with the Turkish Covered Bonds Law, and (d) if a Hedging Agreement is in place with respect to such outstanding Covered Bonds, a further Hedging Agreement (or amendment or other modification of such existing Hedging Agreement) is entered into with respect to such further Covered Bonds.

In addition, the Issuer may from time to time without the consent of the Covered Bondholders or any other Secured Creditors create and issue separate Series of Covered Bonds under the Programme subject to satisfaction of sub-paragraphs (a) and (c) referred to in the proviso to the immediately preceding paragraph.

Notwithstanding the preceding two paragraphs, in order to issue any other Series of Covered Bonds or any further Tranche of this or any other Series, a Rating Agency Confirmation from the Relevant Rating Agency(ies) of this Series shall have been obtained *unless* the new issuance is denominated and payable in Turkish Lira.

17. Contracts (Rights of Third Parties) Act 1999

No Person shall have any right to enforce any term or condition of this Covered Bond under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any Person which exists or is available apart from that Act and the rights and remedies of the relevant Hedge Counterparty(ies) in respect of the matters described in Condition 14 (*Notices*) above and the rights and remedies of the Security Agent in respect of the matters described in the preamble to Condition 1 (*Form, Denomination and Title*) of these Conditions, Condition 10 (*Events of Default*), Condition 15 (*Meeting of Covered Bondholders and Modification*) and Condition 18 (*Governing Law and Submission to Jurisdiction*).

18. Governing Law and Submission to Jurisdiction

18.1 Governing Law

These Conditions, and any non-contractual obligations arising out of or in connection herewith, are and will be governed by, and construed in accordance with, the laws of England and Wales; *provided* that

the Statutory Segregation referred to in Condition 3 (*Status of the Covered Bonds*) is and shall be governed by and construed in accordance with the laws of Turkey.

18.2 Submission to Jurisdiction

The Issuer irrevocably agrees, for the benefit of the Covered Bondholders, Receiptholders and Couponholders, and the Covered Bondholders, Receiptholders and Couponholders shall (by their acquisition of this Covered Bond or any related Receipt or Coupon) be deemed to have agreed for the benefit of the Issuer, the Agents and the Security Agent, that the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales) have exclusive jurisdiction to settle any dispute, claim, difference or controversy arising out of, relating to or having any connection with the Covered Bonds, Receipts and/or Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of any of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Covered Bonds, Receipts and/or Coupons) (together referred to as “*Proceedings*”) and accordingly submits (or shall be deemed to have submitted) to the exclusive jurisdiction of the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales) with respect thereto.

To the fullest extent allowed by Applicable Law, the Issuer irrevocably waives any objection that it may have to the laying of the venue of any Proceedings in any such courts and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales) shall be conclusive and binding upon it and (to the extent permitted by Applicable Law) may be enforced in the courts of any other jurisdiction.

Nothing contained in this clause shall limit any right to take Proceedings against the Issuer in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not, to the extent allowed by Applicable Law.

18.3 Consent to Enforcement

The Issuer agrees, upon the enforcement or recognition of a judgment obtained in the courts of England and Wales according to the relevant provisions of the International Private and Procedural Law of Turkey (Law No. 5718), that in the event that any action is brought in relation to the Issuer in a court in Turkey in connection with the Covered Bonds, the Receipts and/or the Coupons, in addition to other permissible legal evidence pursuant to the Civil Procedure Code of Turkey (Law No. 6100), such judgment obtained in the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales) in connection with such action shall constitute conclusive evidence of the existence and amount of the claim against the Issuer pursuant to the provisions of the first sentence of Article 193 of the Civil Procedure Code of Turkey (Law No. 6100) and Articles 58 and 59 of the International Private and Procedural Law of Turkey (Law No. 5718).

To the extent that the Issuer hereto may in any jurisdiction claim for itself or its assets or revenues any immunity in relation to any Proceedings, including, without limitation, immunity from the jurisdiction of any court or tribunal, suit, service of process, injunctive or other interim relief, any order for specific performance, any order for recovery of land, any attachment (whether in aid of execution, before judgment or otherwise), any process for execution of any award or judgement or other legal process and to the extent that such immunity (whether or not claimed) may be attributed in any such jurisdiction to the Issuer or its assets or revenues, the Issuer agrees not to claim and irrevocably waives such immunity to the fullest extent permitted by the Applicable Laws of such jurisdiction. Without limiting the generality of the foregoing, the Issuer agrees that the foregoing waiver of immunity shall have the fullest scope permitted under the U.S. Foreign Sovereign Immunities Act of 1976 and is intended to be irrevocable for purposes of such Act.

18.4 Appointment of Process Agent

In connection with any Proceedings in England, service of process may be made upon the Issuer at any of its branches or other offices in England (with the current address of its branch in England being 8 Princes Street, London, EC2R 8HL, England) and the Issuer undertakes that in the event that it ceases to have an office in England, it will promptly appoint another Person as its agent for that purpose. If the Issuer fails so to appoint such other Person, then the Security Agent may appoint an agent for this purpose; *provided* that the Issuer may thereafter appoint a replacement therefor. This Condition does not affect any other method of service allowed by Applicable Law.

18.5 Other Documents

The Issuer has, in the Agency Agreement, the Deed of Covenant and the Deed Poll, submitted to the jurisdiction of the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales) and agreed to the service of process in terms substantially similar to those set out above.

DESCRIPTION OF THE TRANSACTION DOCUMENTS

Security Assignment

Pursuant to the Security Assignment, the Secured Obligations owing to the Secured Creditors (including the Security Agent and any Receiver) are secured by, *inter alia*:

(a) a security assignment over all the Issuer's rights, title, interest and benefit, present and future, in, to and under:

(i) each of the Offshore Bank Accounts;

(ii) the English Law Transaction Documents (other than the Security Assignment, the Programme Agreement, any Subscription Agreement and any deed expressed to be supplemental to the Security Assignment, the Programme Agreement and/or any Subscription Agreement), including, without limitation, any guarantee, credit support document or credit support annex entered into pursuant to the Hedging Agreements governed by the laws of England and Wales and any eligible credit support (as defined in the 1995 English Law Credit Support Annex, the 1994 New York Law Credit Support Deed or the 1995 English Law Credit Support Deed, each as defined by the International Swaps and Derivatives Association, Inc.) delivered or transferred to the Issuer thereunder, including, without limitation, all moneys received in respect thereof, all dividends paid or payable thereon, all property paid, distributed, accruing or offered at any time to or in respect of or in substitution thereof and the proceeds of sale, repayment and redemption thereof; and

(iii) all payments of any amounts that may become payable to the Issuer under the items described in clauses (i) and (ii), all payments received by the Issuer thereunder, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof;

which is held unto the Security Agent absolutely for the Security Agent itself and on trust, subject to the terms of the Security Assignment, for: (A) other than Excess Hedge Collateral and the Agency Account, the Secured Creditors to whom the Secured Obligations from time become due, owing or payable; (B) in the case of Excess Hedge Collateral, the relevant Hedging Counterparty as security for the Issuer's obligations to transfer or deliver such Excess Hedge Collateral pursuant to the terms of the relevant Hedging Agreement to the relevant Hedging Counterparty; and (C) in the case of the Agency Account, the Reserve Fund Secured Creditors; and

(b) a charge, by way of first fixed equitable charge to the Security Agent, over all the Issuer's rights, title, interest and benefit, present and future, in, to and under the Authorised Investments denominated in a currency other than Turkish Lira and which are Cover Pool Assets (and all moneys, income and proceeds to become payable thereunder or thereon and the benefits of all covenants relating thereto and all powers and remedies for enforcing the same), which are held unto the Security Agent absolutely for the Security Agent itself and on trust, subject to the terms of the Security Assignment, for the Secured Creditors to whom the Secured Obligations from time to time become due, owing or payable.

"*English Law Transaction Documents*" means the Security Assignment, the Security Agency Agreement, the Agency Agreement, the Offshore Bank Account Agreement, the Calculation Agency Agreement, the Hedging Agreements (to the extent governed by the laws of England and Wales), the Subscription Agreements (to the extent governed by the laws of England and Wales), the Programme Agreement and any additional document (governed by the laws of England and Wales) entered into in respect of a Series of Covered Bonds and/or the Cover Pool and designated as an English Law Transaction Document by the Issuer and the Security Agent.

The Security Agent has declared in the Security Assignment that it shall hold all such right, title, interest and benefit, present and future, in, to and under: (a) each of the Hedge Collateral Account(s) and the Non-TL Hedge Collection Account(s) for the benefit of and on trust for the Secured Creditors (other than in respect of the Excess Hedge Collateral, which is held for the benefit of the relevant Hedging Counterparty) and (b) the Agency Account for the benefit of and on trust for the Reserve Fund Secured Creditors.

Notwithstanding the assignment in the Security Assignment, the Issuer shall be entitled to exercise its rights in respect of the English Law Transaction Documents, but subject to the provisions of the English Law Transaction Documents and certain provisions of the Security Assignment.

Notwithstanding the security created by the Security Assignment, but subject to the security enforcement provisions contained in the Security Assignment: (a) amounts may and shall be withdrawn from the Offshore Bank Accounts in the amounts contemplated in, and for application in accordance with, the Conditions, the Offshore Bank Account Agreement, the Calculation Agency Agreement and the relevant Hedging Agreement; (b) payments of the commissions, expenses and other amounts payable by the Issuer relating to or otherwise in connection with the issue of the Covered Bonds may be made by the Issuer out of the proceeds from the issue of the Covered Bonds; and (c) payments to be made under the Transaction Documents may be made by the Issuer and in accordance with the directions of the Issuer, subject as provided in the Offshore Bank Account Agreement and the Calculation Agency Agreement. Any amounts so withdrawn or paid shall be automatically released and discharged from the security interest created under the Security Assignment. Subject as provided above and for making Authorised Investments as permitted in the Security Assignment, no other payments may be made out of any of the Offshore Bank Accounts without the prior written approval of the Security Agent.

The Security Assignment Security will become enforceable upon the occurrence of an Event of Default and the serving of a Notice of Default on the Issuer. Upon such security becoming enforceable, the Security Agent will be entitled to appoint a Receiver and/or to enforce the security constituted by the Security Assignment, subject to being indemnified and/or secured and/or prefunded to its satisfaction against all actions, proceedings, claims and demands to which it may thereby render itself liable and all costs, charges, damages, expenses and liabilities that it may incur by so doing.

All moneys received by the Security Agent on the realisation or enforcement of the Security Assignment Security and other Non-Statutory Security (subject to the following paragraph) will be held and applied by the Security Agent in the following order of priority: (a) firstly, to pay, or procure the payment of, *pro rata* and *pari passu*, all amounts due to: (i) the Covered Bondholders in respect of all outstanding Covered Bonds, (ii) the Receiptholders and Couponholders in respect of all outstanding Receipts and Coupons and (iii) the Hedging Counterparties in respect of all outstanding Hedging Agreements; and (b) to the extent remaining after all payments made pursuant to sub-paragraph (a) have been satisfied (for the purposes hereof, the amounts used to make payments pursuant to sub-paragraph (a) shall be deemed first to have been made from funds other than Additional Cover), to use the Additional Cover (if any) or any other amounts permitted by the Covered Bonds Communiqué from time to time to meet the Secured Obligations of the Other Secured Creditors permitted by Article 29 of the Covered Bonds Communiqué; *provided* that if the Covered Bonds Communiqué is amended after the Programme Closing Date to permit Other Secured Creditors to have access to the Additional Cover on a priority or a *pari passu* basis with the Covered Bondholders and/or the Hedging Counterparties, then the Security Assignment (and, to the extent applicable, other Transaction Documents) will (at the request of the Security Agent) be amended to reflect the statutory order of priority prescribed by the Covered Bonds Communiqué in respect of Additional Cover from time to time.

Notwithstanding the foregoing paragraph: (a) funds from the Agency Account shall be applied in payment of, *pro rata* and *pari passu*, all amounts due and payable to the Reserve Fund Secured Creditors and (b) Excess Hedge Collateral shall be transferred or delivered by the Security Agent to the relevant Hedging Counterparty. The Agency Account does not form part of the Cover Pool. To the extent possible under Applicable Law, at any time after a Notice of Default has been served on the Issuer, the Security Agent may (with notice to the Issuer) sell or otherwise dispose of the Security Assignment Security or any part of it and (notwithstanding the above) shall be entitled to apply the proceeds of such sale or other disposal in paying the costs of such sale or disposal and only thereafter in or towards the discharge of the Secured Obligations or otherwise as provided for in the Security Assignment.

The Security Assignment is governed by the laws of England and Wales.

Security Agency Agreement

Pursuant to the terms of the Security Agency Agreement, the Issuer has appointed the Security Agent to act as the security agent and trustee of the Secured Creditors in connection with the Security Assignment, the other Transaction Security Documents, the Offshore Bank Account Agreement, the Calculation Agency Agreement and the Security Agency Agreement.

The Issuer has agreed to pay to the Security Agent a fee for acting as Security Agent and to reimburse the Security Agent for certain charges and expenses incurred by the Security Agent in connection with the Transaction Documents to which it is a party.

Notwithstanding any provision of any Transaction Document to the contrary, the Security Agent is not required: (a) to undertake any act that may be illegal or contrary to any Applicable Law or fiduciary duty or duty of confidentiality to which the Security Agent is subject or (b) to perform its duties and obligations or exercise its rights and remedies, or expend or risk its own funds or incur a financial liability, under the Transaction Documents to which it is a party where amounts are due and payable to the Security Agent under such a Transaction Document and remain unpaid or the repayment of such funds or adequate indemnity against such risk or liability is not assured to the Security Agent.

In the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in it by any Transaction Document, the Security Agent may act by responsible officers or a responsible officer for the time being of the Security Agent.

In order for the Covered Bondholders to direct or instruct the Security Agent under the Security Agency Agreement, the Transaction Security Documents and/or the other Transaction Documents to which the Security Agent is a party, the Majority Instructing Creditor shall appoint a representative (which may be any person and need not be a Covered Bondholder) (such representative, the “*Covered Bondholder Representative*”) on such terms as the Majority Instructing Creditor thinks fit, to act as the representative of the Covered Bondholders. The Security Agent shall have no duty to verify the authority of the Covered Bondholder Representative and shall be entitled (without enquiry) to rely on any instruction received from any person whom the Security Agent believes in good faith to be the Covered Bondholder Representative.

“*Majority Instructing Creditor*” means, at any time, the holders of at least a majority in Principal Amount Outstanding of the Covered Bonds then outstanding (with the Principal Amount Outstanding of Covered Bonds not denominated in Turkish Lira notionally converted into Turkish Lira using the Applicable Exchange Rate).

None of the Security Agent, any Receiver nor any delegate, agent, attorney or co-agent appointed by the Security Agent (“*Delegate*”) will be liable for: (a) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Transaction Security Document or the Non-Statutory Security unless caused by its negligence, wilful misconduct or wilful default or that of its officers, directors or employees; (b) exercising or not exercising any right, power, authority or discretion given to it by, or in connection with, any Transaction Security Document, the Non-Statutory Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Transaction Security Document or the Non-Statutory Security unless caused by its negligence, wilful misconduct or wilful default or that of its officers, directors or employees; (c) any shortfall that arises on the enforcement or realisation of the Non-Statutory Security; (d) without prejudice to the generality of sub-paragraphs (a) to (c) above, any damages, costs, losses, diminution in value or liability whatsoever arising as a result of: (i) any *force majeure* event; or (ii) the general risks of investment in, or the holding of assets in, any jurisdiction; (e) any loss, cost, damage, expense or liability occasioned to the Non-Statutory Security, however caused, by the Administrator, whether or not acting in accordance with the Covered Bonds Communiqué, or any other person (including any bank, broker, depository, warehouseman or other intermediary or by any clearing system or the operator thereof), or otherwise, unless caused by the negligence, wilful misconduct or wilful default of the Security Agent, the Receiver or a Delegate (or their respective officers, directors or employees), respectively; (f) any decline in value or any loss realised upon any sale or other disposition of any Non-Statutory Security pursuant to any Transaction Document; or (g) any deficiency that might arise because the Security Agent, the Receiver or a Delegate is subject to tax (other than in respect of its net income) in respect of the Non-Statutory Security or any party thereof or any income thereon or any proceeds thereof.

“*Non-Statutory Security*” means: (a) any property, assets or undertakings (other than the Agency Account and the property, assets and undertakings included in the Cover Pool) charged, pledged or otherwise secured by the Issuer pursuant to the Transaction Security Documents for the benefit of the Secured Creditors, and (b) the Agency Account secured by the Issuer pursuant to the Security Assignment for the benefit of the Reserve Fund Secured Creditors.

For so long as any Covered Bonds remain outstanding, the Issuer has covenanted in the Security Agency Agreement in favour of, *inter alios*, the Security Agent (for itself and for the benefit of the other Secured Creditors), that it will at all times:

(a) maintain a Fiscal Agent, Paying Agent, Exchange Agent, Registrar and Transfer Agent with specified offices in accordance with the Conditions and at all times maintain any other agents required by the Conditions;

(b) give notice in writing to the Fiscal Agent and the Security Agent promptly upon becoming aware of the occurrence of an Issuer Event, Transferability and Convertibility Event or Event of Default and without waiting for the Fiscal Agent or the Security Agent to take any further action;

(c) administer and manage the Cover Pool in the manner described in Schedule 2 (*The Cover Pool*) of the Security Agency Agreement;

(d) maintain the Cover Register in accordance with the requirements of the Covered Bonds Communiqué and ensure that it is up-to-date at all times;

(e) ensure at all times that the Cover Pool Assets are identified in such manner as is required to benefit from Statutory Segregation;

(f) give to the Security Agent at all times such opinions, certificates, information and evidence as it shall reasonably require for the purpose of the discharge of the duties, powers, trusts, authorities and discretions vested in it under the Security Agency Agreement, the Transaction Security Documents, the Offshore Bank Account Agreement and the Calculation Agency Agreement or by operation of Applicable Law; *provided* always that the foregoing shall not oblige the Issuer to give any information non-disclosure of which is required by any Applicable Law;

(g) deliver to the Fiscal Agent for distribution to any Covered Bondholder upon such Covered Bondholder's written request to the Fiscal Agent:

(i) not later than six months after the end of each financial year of the Issuer, English language copies of the Issuer's audited consolidated financial statements for such financial year, prepared in accordance with IFRS consistently applied and BRSA accounting standards ("BRSAAS"), together with the corresponding financial statements for the preceding financial year, and all such annual financial statements of the Issuer shall be accompanied by the report of the auditors thereon; and

(ii) not later than four months after the end of the first six months of each financial year of the Issuer, English language copies of its unaudited consolidated financial statements for such six month period, prepared in accordance with IFRS consistently applied and BRSAAS, together with the financial statements for the corresponding period of the previous financial year, and all such interim financial statements of the Issuer shall be accompanied by a review report of the auditors thereon;

(h) so far as permitted by Applicable Law, at all times execute all such further documents and do all such further acts and things that are necessary at any time or times in the reasonable opinion of the Security Agent to give effect to the terms and conditions of the Security Agency Agreement, the Transaction Security Documents, the Offshore Bank Account Agreement and the Calculation Agency Agreement;

(i) send to the Fiscal Agent and the Security Agent a copy of each notice given to the Covered Bondholders of any one or more Series in accordance with Condition 14 (*Notices*);

(j) give prior notice to the Fiscal Agent and the Security Agent of any proposed redemption pursuant to Condition 6.2 (*Redemption for Tax Reasons*) or Condition 6.3 (*Redemption at the Option of the Issuer (Issuer Call)*) and, if it shall have given notice to the relevant Covered Bondholders in accordance with the Conditions of its intention, duly proceed to redeem any relevant Covered Bonds accordingly;

(k) in the event of the unconditional payment to a Paying Agent or the Security Agent (in any case) of any sum due in respect of principal, redemption amount, premium (if any) and/or interest on

the Covered Bonds of any Series or any of them being made after the due date for payment thereof, promptly give or procure the Fiscal Agent to give notice to the Covered Bondholders of such Series in accordance with Condition 14 (*Notices*) that such payment has been made;

(l) give or procure that there be given notice to the Covered Bondholders in accordance with the Conditions of any appointment (other than the initial appointment), resignation or removal of the Fiscal Agent, Exchange Agent, Registrar or any Transfer Agent or Paying Agent as shown on the Covered Bonds or so published in accordance with the Conditions as soon as practicable and in any event within 14 days after such event taking effect and within 30 days of notice received from the Fiscal Agent, Exchange Agent, Registrar or any Transfer Agent or Paying Agent of a change in its specified office, give notice to the Security Agent and the Covered Bondholders of such change;

(m) in order to enable the Fiscal Agent and/or the Security Agent to ascertain the Principal Amount Outstanding of Covered Bonds of each Series for the time being outstanding, deliver to the Fiscal Agent and/or the Security Agent promptly after being so requested in writing by the Fiscal Agent and/or the Security Agent, as applicable, a certificate in writing signed by an authorised signatory of the Issuer setting out the total numbers and Principal Amount Outstanding of the Covered Bonds of each Series that up to and including the date of such certificate have been purchased by or for the account of the Issuer, any holding company of the Issuer or any Subsidiary of the Issuer or such holding company, in each case held by them as beneficial owner, and the Principal Amount Outstanding of the Covered Bonds of each Series so purchased that have been cancelled;

(n) maintain its principal office in Turkey and that it will maintain at all times its Turkish banking licence issued to it by the BRSA in accordance with the Banking Law;

(o) maintain all necessary authorisations to be an issuer of mortgage covered bonds (within the meaning of the Covered Bonds Communiqué);

(p) permit any of the Security Agent, the Cover Monitor and, with the Issuer's prior approval (such approval not to be unreasonably withheld or delayed), any auditor or professional adviser of the Security Agent or the Cover Monitor at any time during normal business hours upon reasonable notice to have access to all books of record, account and other relevant records in the Issuer's possession relating to the administration of the Cover Pool Assets and related matters (in each case other than during an Issuer Event or an Event of Default, at such person's sole expense; *provided* that the Issuer shall not, except to the extent that it has separately agreed otherwise with such person, be responsible to reimburse such person for such expenses); *and provided further* that such access to such books of record, accounts and other relevant records shall always comply with the Applicable Law of Turkey, including, but not limited to, the Turkish Covered Bonds Law and the confidentiality terms of the banking legislation of Turkey;

(q) give, within seven İstanbul Business Days after demand by the Security Agent or the Cover Monitor, any information required to comply with the terms of the Turkish Covered Bonds Law;

(r) so far as permitted by Applicable Law, from time to time upon request from a Relevant Rating Agency, provide such further information as such Relevant Rating Agency reasonably requests for purposes of its rating on the Covered Bonds or a Series thereof;

(s) observe and comply with its obligations under the Turkish Covered Bonds Law;

(t) observe and comply with its obligations under the Transaction Documents (to the extent not otherwise provided for above);

(u) from the First Issue Date and on each London Business Day thereafter, maintain the Reserve Fund in an amount at least equal to the Reserve Fund Required Amount; *provided* that the Issuer shall not be considered to be in breach of its obligations under this clause if, during the continuance of a Transferability and Convertibility Event, it is impossible for the Issuer to deposit moneys to the Reserve Fund as a result of such Transferability and Convertibility Event;

(v) maintain records in relation to the Designated Account(s) in accordance with the Transaction Documents;

(w) maintain the Cover Pool in accordance with the requirements for Cover Pool Assets and Hedging Agreements set out in the Covered Bonds Communiqué;

(x) perform such checks and reviews as are required on each Statutory Test Date and Issue Date to ensure that each Cover Pool Asset included in the Statutory Test calculations is in compliance with the Individual Asset Eligibility Criteria and the Covered Bonds Communiqué; notwithstanding anything in the Transaction Documents to the contrary, the parties acknowledge and agree that such checks and reviews will utilise the data as of each applicable date (*e.g.*, as of the date of a change in the Cover Pool) but might be checked and reviewed when such information becomes available after such date;

(y) comply with the Statutory Tests (*i.e.*, as of the Programme Closing Date, that Nominal Value Test, the Cash Flow Matching Test, the Net Present Value Test and the Stress Test). The Statutory Tests (both their nature and their method of calculation) may vary from time to time to the extent that the Covered Bonds Communiqué is amended; *provided* that all Series of Covered Bonds are subject to the Statutory Tests as in force at the time of their issuance unless expressly provided otherwise by the Turkish Covered Bonds Law. The method of calculating the Statutory Tests shall (within the requirements of the Covered Bonds Communiqué) be determined by the Issuer, acting reasonably (and subject to any guidance, pronouncement, rule, official directive or guideline (whether or not having the force of law) issued by the CMB to the Issuer specifically or to covered bond issuers generally in relation to the method of calculating the Statutory Tests). For the avoidance of doubt, with respect to any Covered Bonds with a floating interest rate, the Issuer may, at any time, perform such calculations utilising the interest rate in effect at such time;

(z) in addition to the Statutory Tests, ensure that the Nominal Value of the Cover Pool is not less than the product of: (i) the Turkish Lira Equivalent of the aggregate Principal Amount Outstanding of all Covered Bonds outstanding and (ii) the sum of one plus the decimal equivalent of the highest then-existing Required Overcollateralisation Percentage among all then-outstanding Series. The then-existing Required Overcollateralisation Percentage for each Series shall be specified in each Investor Report;

(aa) if, on a Statutory Test Date, there is a Potential Breach of Statutory Test, cure any breach(es) of the relevant Statutory Test(s) within one month of such Statutory Test Date;

(bb) if, in its own monitoring of the Statutory Tests, the Issuer identifies a Potential Breach of Statutory Test, promptly notify the Fiscal Agent, the Security Agent and the Cover Monitor of such breach and cure such breach within one month of the Issuer's detection of such breach;

(cc) in accordance with Article 20(1) of the Covered Bonds Communiqué, test whether the Cover Pool complies with the Statutory Tests at every change to the Cover Register and, in any case, at least once per calendar month as long as any Series of Covered Bonds is outstanding and, as applicable, in the case of the issuance of a new Series of Covered Bonds; by the 10th İstanbul Business Day after the end of each calendar month, the Issuer shall submit a report relating to the last test made during the preceding calendar month to the Cover Monitor;

(dd) maintain the Cover Pool for the benefit of all Covered Bondholders in compliance with the Statutory Tests;

(ee) to the extent that any mortgage loan included in the Cover Pool is not in compliance with the Individual Asset Eligibility Criteria, make such substitutions in the Cover Pool as are necessary to ensure compliance with the Individual Asset Eligibility Criteria; *provided* that no such substitution shall be required if the Statutory Tests are otherwise satisfied and the Issuer is otherwise complying with its obligations under the Covered Bonds Communiqué;

(ff) establish and maintain the Cover Register in accordance with the Turkish Covered Bonds Law;

(gg) create Statutory Segregation over each Cover Pool Asset and segregate the Cover Pool for the satisfaction of the rights of the Covered Bondholders, the Hedging Counterparties and (subject to the provisions of Article 29 of the Covered Bonds Communiqué) the Other Secured Creditors;

For the avoidance of doubt: (i) a mortgage loan or derivative contract intended to become a Cover Pool Asset is required to meet the asset requirements set out in Article 10 (in the case of mortgage loans) and Article 11 (in the case of derivative contracts) of the Covered Bonds Communiqué at the time of inclusion in the Cover Register. In the event that a Cover

Pool Asset thereafter ceases to meet the asset requirements of the Covered Bonds Communiqué (or failed to have satisfied such requirements at the time of its inclusion in the Cover Register), the Issuer is obliged under Article 13(5) of the Covered Bonds Communiqué to replace such asset with Cover Pool Assets that do satisfy the requirements of Articles 10 and 11 (as applicable) of the Covered Bonds Communiqué unless the Statutory Tests are otherwise satisfied and the Issuer is otherwise complying with its obligations under the Covered Bonds Communiqué (in which case, the Issuer is not obliged to remove any such ineligible Cover Pool Asset); and (ii) the Cover Pool shall include all assets included in the Cover Register from time to time notwithstanding that such assets may have ceased to satisfy the statutory requirements for covered assets specified in the Covered Bonds Communiqué or the Individual Asset Eligibility Criteria.

All Mortgage Rights relating to the Mortgage Assets are themselves included in the Cover Pool as part of the receivables of such Mortgage Assets; *however*, if it is subsequently judicially determined that all or part of the Mortgage Rights of the type referred to in subparagraphs (b) and (c) of the definition of Mortgage Rights (*i.e.*, the Ancillary Rights) do not constitute receivables of Mortgage Assets for the purposes of Article 9 of the Covered Bonds Communiqué, then such Ancillary Rights shall not be Cover Pool Assets and thus not benefit from Statutory Segregation.

(hh) apply the relevant proceeds of Ancillary Rights in satisfaction of any indebtedness owed by the Issuer under the Transaction Documents to the Secured Creditors as an unsecured contractual obligation only (for the avoidance of doubt, such Ancillary Rights shall not be Cover Pool Assets and thus not benefit from Statutory Segregation);

(ii) at any time after the service of a Notice of Default (which has not been revoked (such revocation to be provided in the same manner as the service of a Notice of Default)), as an unsecured contractual obligation only, transfer (within two İstanbul Business Days of receipt or, if such second İstanbul Business Day is not a business day for the Security Agent, by the next day that is both an İstanbul Business Day and a business day for the Security Agent) all Related Payments to the Security Agent for the benefit of the Secured Creditors to be applied in satisfaction of the Secured Obligations; *it being understood* that (as such do not constitute receivables of the Mortgage Assets for the purposes of Article 9 of the Covered Bonds Communiqué and therefore do not benefit from Statutory Segregation) any such Related Payments shall not be deposited into the Collection Account or the Designated Accounts and shall otherwise remain segregated from the Cover Pool Assets;

(jj) at any time after the service of a Notice of Default (which has not been revoked (such revocation to be provided in the same manner as the service of a Notice of Default)), transfer (within two İstanbul Business Days of receipt or, if such second İstanbul Business Day is not a business day for the Offshore Account Bank, by the next day that is both an İstanbul Business Day and a business day for the Offshore Account Bank) all payments made to the Issuer on Cover Pool Assets (other than Hedging Agreements) in currencies other than Turkish Lira to the applicable Non-TL Designated Account(s);

(kk) in respect of Substitute Assets, comply with the Substitute Asset Limit and the requirements of the Covered Bonds Communiqué relating to Mandatory Excess Cover Cover Pool Assets;

(ll) act in a manner consistent with that of a Prudent Lender and Servicer of Mortgage Assets in respect of the Mortgage Assets; *provided* that:

(i) during the continuance of an Issuer Event, the Issuer may not make any Mortgage Asset Modification(s) other than in accordance with its then prevailing servicing and collection procedures in respect of mortgage assets that are not part of the Cover Pool; and

(ii) the Issuer shall service the Mortgage Assets with no less care than the Issuer exercises or would exercise in connection with the servicing of mortgage assets held for its own account as if such Mortgage Assets were not part of the Cover Pool;

(mm) only make changes to the Cover Pool as set out below:

The Issuer shall be entitled (and, in the circumstances set out in Article 13(5) of the Covered Bonds Communiqué, shall be obliged) to add, remove or substitute Cover Pool Assets, subject to making appropriate Security Update Registration(s), to:

(i) allocate to the Cover Pool additional assets at any time, including for the purposes of issuing further Series of Covered Bonds, complying with the Statutory Tests and/or the Required Overcollateralisation Percentage of any Series, maintaining the rating(s) assigned to any Series of the Covered Bonds and/or maintaining or increasing the creditworthiness of the Cover Pool; *provided* that such new assets meet the requirements of the Covered Bonds Communiqué, comply with the Individual Asset Eligibility Criteria and do not cause the Substitute Assets in the Cover Pool to exceed the Substitute Asset Limit; and

(ii) remove (including to substitute) one or more Cover Pool Assets (including any Cover Pool Assets that cease to comply or did not comply at the time of their registration in the Cover Register with the requirements of the Covered Bonds Communiqué and/or the Individual Asset Eligibility Criteria) at any time in accordance with the Covered Bonds Communiqué and to the extent not prohibited by the Transaction Documents; *provided* that, in addition to the requirements of the Covered Bonds Communiqué: (A) any assets added to the Cover Pool by way of substitution must comply with the Individual Asset Eligibility Criteria; (B) any assets added to the Cover Pool by way of substitution or any removal of assets from the Cover Pool does not cause the Substitute Assets in the Cover Pool to exceed the Substitute Asset Limit; (C) neither any Potential Breach of Statutory Test nor any Issuer Event of the type described in sub-paragraphs (a) through (f) of the definition thereof would occur as a result of such removal or Cover Pool Asset Substitution; and (D) any collections in respect of any such removed Cover Pool Assets will no longer be transferred to the Collection Account. The Issuer is obliged to substitute any Cover Pool Assets that cease to comply with the requirements of the Covered Bonds Communiqué or the Individual Asset Eligibility Criteria unless the Statutory Tests are otherwise satisfied and the Issuer is otherwise complying with its obligations under the Covered Bonds Communiqué (in which case, the Issuer may either keep such ineligible Cover Pool Asset within the Cover Pool or remove such ineligible Cover Pool Asset without new eligible assets being registered in the Cover Pool). By the 10th Istanbul Business Day after the end of each calendar month, the Issuer shall submit a report relating to the last test made during the preceding calendar month to the Cover Monitor.

It is agreed that: (A) upon the occurrence of any Potential Breach of Statutory Test or an Issuer Event that is continuing, no Cover Pool Assets can be removed or substituted from the Cover Pool unless such removal or substitution is required pursuant to the provisions of the Covered Bonds Communiqué; and (B) upon the occurrence of an Event of Default that is continuing, no Cover Pool Assets can be removed or substituted from the Cover Pool unless: (1) such removal or substitution is required pursuant to the provisions of the Covered Bonds Communiqué; or (2) such substitution or removal is made by the Administrator in accordance with the provisions of the Covered Bonds Communiqué or by the Security Agent in accordance with the Transaction Documents; and

(nn) For so long as any Covered Bonds are outstanding that are listed on any regulated market of a EEA Member State or offered to the public in a EEA Member State, in each case, in circumstances that require the publication of a prospectus under the Prospectus Directive (or analogous requirement in any jurisdiction outside Turkey in which the Covered Bonds are issued or listed on a relevant Stock Exchange), on or before the Investor Report Date after each Collection Period, the Issuer will publish on its website an Investor Report for such Collection Period.

Pursuant to the terms of the Security Agency Agreement, the Issuer has covenanted to maintain the Collection Account and the TL Designated Account.

The Issuer will deposit or credit within two İstanbul Business Days of receipt all collections of interest and principal and any other amounts it receives on the Cover Pool Assets denominated in Turkish Lira (including all moneys received from Authorised Investments denominated in Turkish Lira, if any, and any payments under Hedging Agreements) included in the Cover Pool Assets into the Collection Account; *provided* that such need not apply with respect to any such amounts that the Issuer collects on behalf of a governmental authority or other third party (*e.g.*, taxes) or for house-related payments due by the applicable Borrower to third parties for which the Issuer is acting as a collection agent (*e.g.*, home insurance). The Issuer will not commingle any of its other funds and general assets (including any Related Payments) with amounts standing to the credit of the Collection Account.

With respect to any Turkish Lira payments received by the Issuer under Hedging Agreements, such amounts deposited into the Collection Account or the TL Designated Account (and any proceeds of Authorised Investments made with such funds) will be technically and separately tracked by the system of the Issuer so as to distinguish them from the other amounts in the Collection Account or TL Designated Account, as applicable; *it being understood* that all such amounts shall, for all other purposes of the Transaction Documents, otherwise be treated a part of the Collection Account or TL Designated Account, as applicable.

For purposes of calculating compliance with the Statutory Tests: (a) cash amounts standing to the credit of the Collection Account (and investments made with such amounts) shall not constitute part of the Cover Pool and (b) the TL Designated Account (and investments made with such amounts) shall constitute part of the Cover Pool.

All amounts deposited in, and standing to the credit of, the Collection Account and the TL Designated Account shall constitute segregated property distinct from all other property of the Issuer pursuant to Article 13 of the Covered Bonds Communiqué.

Unless an Issuer Event of the type described in sub-paragraphs (a) through (f) of the definition thereof or an Event of Default is then continuing, the Issuer will be entitled to withdraw any amounts from time to time standing to the credit of the Collection Account, if any, to the extent that (if such amounts were transferred to the TL Designated Account) would result in there being funds that are in excess of any cash amounts required to satisfy the Statutory Tests (for the avoidance of doubt, the Issuer shall not withdraw any amount from such accounts if a Potential Breach of Statutory Test is continuing on the applicable withdrawal date).

Unless an Issuer Event of the type described in sub-paragraphs (a) through (f) of the definition thereof or an Event of Default is then continuing, the Issuer will be entitled to withdraw amounts from time to time standing to the credit of the relevant Designated Account(s), if any, that are in excess of any cash amounts required to satisfy the Statutory Tests; *provided* that the Issuer shall not be entitled to withdraw amounts from the Non-TL Designated Account(s) during the continuance of a Transferability and Convertibility Event other than in accordance with the provisions of the Calculation Agency Agreement and the Offshore Bank Account Agreement to pay Secured Creditors (for the avoidance of doubt, the Issuer shall not withdraw any amount from such accounts if a Potential Breach of Statutory Test is continuing on the applicable withdrawal date).

After the occurrence of a Potential Breach of Statutory Test or an Issuer Event, the Issuer shall procure that within two İstanbul Business Days of its detection thereof (and on each İstanbul Business Day thereafter for so long as such Potential Breach of Statutory Test or Issuer Event is continuing), all amounts on deposit in the Collection Account are transferred by the Issuer to the TL Designated Account (and the Issuer may also cause any or all of such amounts to be paid directly into the TL Designated Account). Other than Turkish Lira that is identified to act as Substitute Assets, the Issuer will not commingle any of its other funds and general assets with amounts standing to the credit of the TL Designated Account.

The Non-TL Hedge Collection Account(s) and the Hedge Collateral Account(s) are described in “*Offshore Bank Account Agreement*” below.

“*London Business Day*” means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London, England.

The Security Agency Agreement is governed by the laws of England and Wales.

Offshore Bank Account Agreement

Pursuant to the terms of the Offshore Bank Account Agreement among the Issuer, the Offshore Account Bank, the Security Agent and the Calculation Agent, the Issuer has appointed the Offshore Account Bank to perform certain duties (and the Offshore Account Bank accepted such appointment), including:

- (a) acting on the instructions of the Issuer, the Security Agent and/or the Administrator, as applicable, or information provided by the Calculation Agent;
- (b) making payments from the Offshore Bank Accounts as instructed by the Issuer (or, if an Administrator has been appointed, the Administrator) and/or the Security Agent, as applicable; and
- (c) providing the Issuer (or, if an Administrator has been appointed, the Administrator), the Security Agent and/or the Calculation Agent with details of the amounts standing to the credit of the Offshore Bank Accounts from time to time that the Issuer (or, if an Administrator has been appointed, the Administrator), the Security Agent and/or the Calculation Agent may request, including in order for them to make the calculations required in performing their respective obligations (including making calculations required under Hedging Agreements and for the related payments) and exercising their respective rights under the Transaction Documents.

As of the Programme Closing Date, the following accounts have been opened at the Offshore Account Bank:

- (a) the euro Non-TL Designated Account in the name of the Issuer (as to which see Clause 5 (*Non-TL Designated Account(s)*) of the Offshore Bank Account Agreement) (which account is a Non-TL Designated Account);
- (b) the U.S. Dollar Non-TL Designated Account in the name of the Issuer (as to which see Clause 5 (*Non-TL Designated Account(s)*) of the Offshore Bank Account Agreement) (which account is a Non-TL Designated Account); and
- (c) the Agency Account (as to which see Clause 9 (*Agency Account*) of the Offshore Bank Account Agreement) in the name of the Security Agent (which account is not a Non-TL Designated Account).

Non-TL Designated Accounts

With respect to amounts received on Substitute Assets in currencies other than Turkish Lira, a separate Non-TL Designated Account will be established in the name of the Issuer pursuant to the Offshore Account Bank Agreement for each applicable currency. Save as provided in the Offshore Bank Account Agreement, no amount other than those deriving from Substitute Assets shall be paid into the Non-TL Designated Account(s). Notwithstanding the above, such amounts may be payable directly to the Issuer (including within Turkey and/or through a clearing system such as Euroclear or Clearstream); *provided* that the Issuer shall transfer (within two İstanbul Business Days of receipt or, if such second İstanbul Business Day is not a business day for the Offshore Account Bank, by the next day that is both an İstanbul Business Day and a business day for the Offshore Account Bank) all such amounts to the applicable Non-TL Designated Account(s).

Other than to make Authorised Investments, no amounts shall be withdrawn from the Non-TL Designated Accounts (by the Issuer or otherwise) other than for the purposes of making payment to a Secured Creditor in accordance with the process of Clause 5.3 (*Instructions from the Issuer and/or the Administrator*) of the Offshore Bank Account Agreement unless the Security Agent provides its prior written consent. Such consent shall be provided by the Security Agent (without further enquiry) following its receipt of certification by the Issuer that: (a) no Reconciliation Event has occurred and is continuing; (b) no Event of Default has occurred and is continuing; and (c) immediately following such withdrawal, the Statutory Tests and the Required Overcollateralisation Percentage will continue to be satisfied.

“*Reconciliation Event*” means the occurrence of an Issuer Event described in sub-paragraphs (a) through (f) of the definition thereof or the occurrence of a Transferability and Convertibility Event, in each case that is continuing.

Subject to Clauses 2.4 (*No Negative Balance*) and 13.3 (*Consequences of Security Agent Notice*) of the Offshore Bank Account Agreement, the Offshore Account Bank shall comply with any direction of the Issuer (or, if an Administrator has been appointed, the Administrator) given on any London Business Day to effect a

payment to a Secured Creditor by debiting any one of Non-TL Designated Account(s): (a) if such direction: (i) is in writing in a manner required by the Offshore Bank Account Agreement, and (ii) complies with the mandates delivered by the Issuer or the Security Agent to the Offshore Account Bank (such direction shall constitute a payment instruction) and (b) unless the Offshore Account Bank has been notified by the Calculation Agent of the occurrence of a Reconciliation Reporting Event (if a Reconciliation Event has occurred and is then continuing). The Calculation Agent shall promptly notify the Issuer, the Offshore Account Bank and the Security Agent of the occurrence of a Reconciliation Reporting Event.

Amounts to be credited into the Non-TL Designated Account(s) include: (a) any amounts received by the Issuer in respect of the Substitute Assets and Authorised Investments that (in each case) are Cover Pool Assets, are not denominated in Turkish Lira and do not relate to the Agency Account; (b) other than funds transferred as described in clause (a), any amounts credited into the applicable Non-TL Designated Account(s) by the Issuer from its own funds, including Authorised Investments that are Substitute Assets or for effecting payments to Secured Creditors of Secured Obligations that are not denominated in Turkish Lira; (c) any amounts transferred by the Issuer or the Administrator, as applicable, in connection with the sale of Cover Pool Assets that are not denominated in Turkish Lira; and (d) any amounts transferred from the Non-TL Hedge Collection Account(s) at the request of the Issuer in the circumstances specified in the Offshore Bank Account Agreement.

Subject to the Substitute Asset Limit, cash amounts standing to the credit of the Non-TL Designated Account(s) (and Authorised Investments made with such amounts) shall constitute part of the Cover Pool for the purposes of the Statutory Tests (for the purpose of clarification, the amounts described in sub-paragraph (c) of the previous paragraph derived from Mortgage Assets are not subject to the Substitute Asset Limit as they are collections on such Mortgage Assets). All amounts deposited in, and standing to the credit of, the Non-TL Designated Account(s) shall constitute segregated property distinct from all other property of the Issuer pursuant to Article 13 of the Covered Bonds Communiqué.

Hedge Collateral Accounts

With respect to credit support provided by Hedging Counterparties to the Issuer pursuant to the Hedging Agreements, a separate Hedge Collateral Account will be established and maintained pursuant to the Offshore Bank Account Agreement for each applicable currency (other than Turkish Lira) and for each applicable Hedging Counterparty in respect of each relevant Hedging Agreement. The Hedge Collateral Accounts will be held with the Offshore Account Bank in the name of the Security Agent for the benefit of and on trust for the Secured Creditors (to the extent such Hedge Collateral does not constitute Excess Hedge Collateral) and for the benefit of and on trust for the relevant Hedging Counterparty (to the extent such Hedge Collateral constitutes Excess Hedge Collateral). Hedge Collateral provided to the Issuer by a Hedging Counterparty under a Hedging Agreement shall be credited to the relevant Hedge Collateral Account.

Payments, deliveries and/or transfers of Hedge Collateral to the relevant Hedge Collateral Account shall be made in accordance with the provisions of the relevant Hedging Agreement. For the avoidance of doubt, Hedge Collateral will be deposited in a Hedge Collateral Account regardless of whether a Reconciliation Event or an Event of Default has occurred.

Subject to Clauses 6.4 and 6.5 of the Offshore Bank Account Agreement, payments, deliveries and/or transfers of Hedge Collateral from the relevant Hedge Collateral Account shall be made solely for the purpose of making payments (by the applicable Hedge Counterparty) or deliveries (by the Issuer) in respect of: (a) any Settlement Amount (as defined in the ISDA Master Agreement) or any Close-out Amount (as defined in the ISDA Master Agreement); (b) any Return Amount (as defined in the 1995 English Law Credit Support Annex, the 1994 New York Law Credit Support Annex or the 1995 English Law Credit Support Deed, each as published by the International Swaps and Derivatives Association, Inc.); (c) any Interest Amount (as defined in the 1995 English Law Credit Support Annex, the 1994 New York Law Credit Support Annex or the 1995 English Law Credit Support Deed, each as published by the International Swaps and Derivatives Association, Inc.); (d) any substitution of Hedge Collateral permitted by the applicable Hedging Agreement; (e) any amounts in respect of default interest; or (f) any amounts analogous to any of the above, in each case: (i) other than in respect of any amounts referred to in sub-clause 6.3(a) of the Offshore Bank Account Agreement, to be delivered to the relevant Hedging Counterparty under a collateral agreement entered into under or in connection with the relevant Hedging Agreement (including but without limitation the 1995 English Law Credit Support Annex, the 1994 New York Law Credit Support Annex or the 1995 English Law Credit Support Deed, each as published by the International Swaps and Derivatives Association, Inc.) or any analogous agreement; and (ii) in the case of amounts referred to in sub-clause 6.3(a) of the Offshore Bank Account Agreement, due to the Issuer

or deliverable to the relevant Hedging Counterparty following the termination (in whole or in part, as applicable) of the relevant Hedging Agreement, as applicable. If a Reconciliation Event has occurred and is then continuing, any amount due to the Issuer under sub-clause 6.3(a) of the Offshore Bank Account Agreement shall be transferred from the relevant Hedge Collateral Account to the relevant Non-TL Hedge Collection Account.

The Security Agent shall, within one London Business Day following receipt of the relevant approved form, make such payments, deliveries and/or transfers (or direct or instruct the payment, delivery and/or transfer, as applicable) of Hedge Collateral to the relevant Hedging Counterparty unless notified by the Calculation Agent of the occurrence of a Reconciliation Reporting Event (if a Reconciliation Event has occurred and is then continuing) as to the relevant payment, delivery and/or transfer, as applicable.

“Reconciliation Reporting Event” means: (a) the detection by the Calculation Agent of a manifest error in a Reconciliation; (b) the relevant payment, delivery or transfer, as applicable, cannot be reconciled by the Calculation Agent against the approved form; (c) the relevant payee is not a Secured Creditor; and/or (d) the Calculation Agent is otherwise unable to validate the relevant payment, transfer or delivery, as applicable (including, without limitation, due to the absence of an approved form).

“Reconciliation” means that the Calculation Agent shall compare the requested payment against an approved form required by the Calculation Agency Agreement and: (a) confirm that the relevant payee is a Secured Creditor; (b) calculate (or check the computation) of the relevant payment transfer or delivery, as applicable, to be made; and (c) in the case of payments under each Hedging Agreement and the transfer or delivery of Hedge Collateral, as applicable, check that the account details and specified payee or transferee for the requested payment, transfer or delivery, as applicable are correct.

Where a Hedging Counterparty provides Hedge Collateral (other than in Turkish Lira) to the Issuer in accordance with the terms of a Hedging Agreement, such collateral will be credited to the relevant Hedge Collateral Account. Any Hedge Collateral applied in satisfying any termination payments payable by the relevant Hedging Counterparty to the Issuer in respect of the relevant Hedging Agreement: (a) if not in Turkish Lira, will be transferred to the Non-TL Hedge Collection Account of the corresponding currency, and (b) if in Turkish Lira, will be transferred to the Collection Account or the TL Designated Account, as applicable. Excess Hedge Collateral (including any standing to the credit of the Hedge Collateral Account(s)) shall not be available to Secured Creditors (other than to the relevant Hedging Counterparty) and (if in a Hedge Collateral Account) shall be returned to the relevant Hedging Counterparty upon a request from the Issuer.

“Secured Obligations” means any and all moneys, all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity) and all other amounts due, owing, payable or owed by the Issuer to the Secured Creditors under the Covered Bonds and/or the other Transaction Documents and secured by the Transaction Security, and references to Secured Obligations includes references to any of them.

Each of the Offshore Account Bank, the Issuer, the Calculation Agent and the Security Agent has acknowledged and agreed that the Hedge Collateral Account(s) are accounts of the Security Agent over which a trust has been declared by the Security Agent for the benefit of the Secured Creditors (in respect of Excess Hedge Collateral, being held for the benefit of the relevant Hedging Counterparty only).

Non-TL Hedge Collection Accounts

With respect to payments by a Hedging Counterparty on the Hedging Agreements in currencies other than Turkish Lira (including amounts transferred thereto pursuant to Clause 6.6 of the Offshore Bank Account Agreement), a separate Non-TL Hedge Collection Account will be established and maintained for each applicable currency with the Offshore Account Bank pursuant to the Offshore Bank Account Agreement, each of which accounts are to be in the name of the Security Agent for the benefit of and on trust for the Secured Creditors (for the purpose of clarification, a transfer or delivery by a Hedging Counterparty of Hedge Collateral is not a payment on a Hedging Agreement). All such payments shall be paid into the relevant Non-TL Hedge Collection Account. For the avoidance of doubt, any amounts that are not denominated in Turkish Lira that are paid to the Issuer or the Security Agent, as applicable, by the Hedging Counterparties under the Hedging Agreements (including all scheduled payments, principal exchange amounts, termination payments, final payments on cross-currency swaps or other unscheduled sums due and payable by each Hedging Counterparty under any Hedging Agreement, but excluding Hedge Collateral) shall be paid into a Non-TL Hedge Collection Account regardless of whether a Reconciliation Event or an Event of Default has occurred.

Amounts may be withdrawn from the Non-TL Hedge Collection Account(s) solely for the purposes of paying amounts due or otherwise scheduled to be paid by the Issuer on the Covered Bonds and Hedging Agreements (*i.e.*, the due and payable Total Liabilities), unless the Issuer has otherwise delivered to the Agents the necessary amounts to make all such payments that are then due and payable, in which case the funds in the Non-TL Hedge Collection Account(s) shall be transferred, at the request of the Issuer, to the relevant Non-TL Designated Account(s).

In respect of Hedging Agreements, the Security Agent, within one London Business Day following receipt of the relevant approved form, shall pay (or direct or instruct the payment of, as applicable) payments due or otherwise scheduled to be paid by the Issuer thereunder unless notified by the Calculation Agent of the occurrence of a Reconciliation Reporting Event (if a Reconciliation Event has occurred and is then continuing) as to the relevant payment or transfer, as applicable.

Each of the Offshore Account Bank, the Issuer, the Calculation Agent and the Security Agent has acknowledged and agreed that the Non-TL Hedge Collection Account(s) are accounts of the Security Agent over which a trust has been declared by the Security Agent for the benefit of the Secured Creditors.

All amounts deposited in, and standing to the credit of, the Non-TL Hedge Collection Account(s) shall constitute segregated property distinct from all other property of the Issuer pursuant to Article 13 of the Covered Bonds Communiqué.

All: (a) amounts payable in Turkish Lira by a Hedge Counterparty under a Hedging Agreement will be credited to the Collection Account or the TL Designated Account, as applicable, and (b) Hedge Collateral provided in Turkish Lira by a Hedge Counterparty under a Hedging Agreement will be managed in the manner agreed in such Hedging Agreement.

Agency Account

The Issuer has established a reserve fund maintained in an U.S. Dollar-denominated account (the “Agency Account”) maintained at the Offshore Account Bank for the benefit of the Reserve Fund Secured Creditors (the “Reserve Fund”). From the First Issue Date and on each London Business Day thereafter whilst any Covered Bonds are outstanding, the Reserve Fund will be fully funded by the Issuer at all times in an amount at least equal to the greater (the “Greater Amount”) of: (a) two years’ estimated Programme and Series fees of the Agents, any Covered Bond Calculation Agent, the Calculation Agent, the Security Agent and the Offshore Account Bank (the “Reserve Fund Secured Creditors”) that are not payable in Turkish Lira (as reasonably determined by the Issuer) from each such London Business Day (for the avoidance of doubt, such fees do not include any fees (including any Series-related fees) that are payable before or at the time of any issuance of Covered Bonds) and (b) such other amount as may be agreed from time to time between the Issuer and any of the Reserve Fund Secured Creditors (such greater amount, the “Reserve Fund Required Amount”); *provided* that the Issuer shall not be considered to be in breach of its obligations under this clause if, during the continuance of a Transferability and Convertibility Event, it is impossible for the Issuer to deposit moneys to the Reserve Fund as a result of such Transferability and Convertibility Event. If the balance in the Reserve Fund at any time exceeds the Greater Amount, then the excess amount in the Reserve Fund shall be transferred to the Issuer promptly after its request to the Offshore Account Bank.

Fees included in the calculation of the Reserve Fund Required Amount and not denominated in U.S. Dollars shall be notionally converted into U.S. Dollars using the Applicable Exchange Rate at the relevant date of calculation. The Reserve Fund may (without the consent of any other person) be debited by the Security Agent to meet the outstanding fees and reimbursable costs and expenses of (and all other amounts due and payable under and in respect of the Transaction Documents) to the Reserve Fund Secured Creditors upon the occurrence and during the continuance of a Reconciliation Event or an Event of Default, in each case where the Issuer has otherwise failed to pay such amounts.

In lieu of funds held in the Agency Account, the Issuer may also provide Authorised Investments (or instruct the Security Agent to use funds in the Agency Account for the purchase of Authorised Investments); *however*, the parties to the Offshore Bank Account Agreement have agreed that separate custody arrangements in accordance with the Security Agent’s standard custody terms as well as security and instruction arrangements to the satisfaction of the Security Agent will need to be put in place to hold such securities. For purpose of calculating whether the Agency Account holds the Reserve Fund Required Amount, any such securities shall be valued at the lower of: (a) the outstanding principal amount and (b) if applicable, market value as of close of business in the applicable market on the last applicable business day of the most recent calendar month. Upon

the occurrence of a Reconciliation Event or Event of Default, such Authorised Investments shall be liquidated by the Issuer (or the Security Agent on its behalf) and the proceeds thereof credited to the Agency Account.

Rights in, and cash amounts standing to the credit of, the Agency Account (and Authorised Investments with respect thereto) do not constitute part of the Cover Pool for the purposes of the Statutory Tests or otherwise.

Each of the Offshore Account Bank, the Issuer, the Calculation Agent and the Security Agent has acknowledged and agreed that the Agency Account is an account of the Security Agent over which a trust has been declared by the Security Agent for the benefit of the Reserve Fund Secured Creditors.

Following the redemption in full of all Covered Bonds under the Programme and the satisfaction in full of the outstanding fees and reimbursable costs and expenses of (and all other amounts due and payable under and in respect of the Transaction Documents to) the Reserve Fund Secured Creditors, any remaining balance in the Reserve Fund shall be transferred to the Issuer promptly after its request to the Offshore Account Bank.

In the event that an Offshore Account Bank Event occurs, the Issuer and the Security Agent will use their respective commercially reasonable endeavours to procure that the Offshore Bank Accounts are transferred to another financial institution that has the Offshore Account Bank Required Rating pursuant to an agreement with such institution in substantially the form of the Offshore Bank Account Agreement within a period not exceeding 30 calendar days from the date on which such Offshore Account Bank Event occurs, and the Offshore Account Bank will, at the request and cost of the Issuer, use its commercially reasonable endeavours to assist with the same; *provided* that if such is not possible within such 30 calendar day period, then the Issuer and the Security Agent shall continue to use their respective commercially reasonable endeavours to effect such transfer. The Offshore Account Bank will notify the Issuer of its applicable ratings promptly after the end of each calendar month; *it being understood* that the Issuer is independently responsible for monitoring the Offshore Account Bank's ratings for purposes of determining whether an Offshore Account Bank Event occurs.

The Offshore Account Bank Agreement is governed by the laws of England and Wales.

Calculation Agency Agreement

Pursuant to the terms of the Calculation Agency Agreement among the Issuer, the Security Agent and the Calculation Agent, the Security Agent has appointed the Calculation Agent as its agent to make certain Reconciliations as required pursuant to the provisions of the Offshore Bank Account Agreement, including:

(a) in relation to the Non-TL Designated Account(s) following the occurrence of a Reconciliation Event:

(i) reconciling amounts payable from the Non-TL Designated Account(s) to Other Secured Creditors; and

(ii) notifying the Issuer, the Security Agent and the Offshore Account Bank in the case of a Reconciliation Reporting Event;

(b) in relation to the Hedge Collateral Account(s) following the occurrence of a Reconciliation Event:

(i) reconciling the amounts to be transferred or delivered in respect of Hedge Collateral to or from the relevant Hedge Collateral Account in accordance with the relevant Hedging Agreement; and

(ii) notifying the Issuer, the Security Agent, the Offshore Account Bank and the relevant Hedging Counterparty in the case of a Reconciliation Reporting Event; and

(c) in relation to the Non-TL Hedge Collection Account(s) following the occurrence of a Reconciliation Event:

(i) reconciling payments under each applicable Hedging Agreement and Covered Bonds to or from the relevant Non-TL Hedge Collection Account in accordance with the relevant Hedging Agreement (for the purpose of clarification, a transfer or delivery by a Hedging Counterparty of Hedge Collateral is not a payment on a Hedging Agreement); and

(ii) notifying the Issuer, the Security Agent, the Offshore Account Bank and the relevant Hedging Counterparty in the case of a Reconciliation Reporting Event,

provided that:

(A) the Calculation Agent shall not be required to calculate (or check the computation of):

(1) any Settlement Amount (as defined in the ISDA Master Agreement), any Close-out Amount (as defined in the ISDA Master Agreement) or any analogous payment;

(2) any Return Amount (as defined in the 1995 English Law Credit Support Annex, the 1994 New York Law Credit Support Annex or the 1995 English Law Credit Support Deed, each as published by the International Swaps and Derivatives Association, Inc.);

(3) any Interest Amount (as defined in the 1995 English Law Credit Support Annex, the 1994 New York Law Credit Support Annex or the 1995 English Law Credit Support Deed, each as published by the International Swaps and Derivatives Association, Inc.);

(4) any Delivery Amount (as defined in the 1995 English Law Credit Support Annex, the 1994 New York Law Credit Support Annex or the 1995 English Law Credit Support Deed, each as published by the International Swaps and Derivatives Association, Inc.);

(5) any substitution notice delivered pursuant to a credit support annex;

(6) any amounts in respect of default interest in respect of a Hedging Agreement; or

(7) any amounts analogous to any of the above;

(B) the Calculation Agent shall not be obliged to perform a Reconciliation in respect of any payment, delivery or transfer, as applicable, unless such payment, delivery or transfer can be reconciled against an approved form or other supporting evidence as may have been provided by the relevant Secured Creditor (including the relevant Hedging Counterparty), the Issuer, an Agent or the Security Agent, as applicable. Without prejudice to Clause 6.7 (*Request for Information*) of the Calculation Agency Agreement, the Issuer agrees to co-operate with reasonable requests from the Security Agent and the Calculation Agent to enable a Reconciliation to be performed by the Calculation Agent in a timely manner in respect of the relevant payment, transfer or delivery, as applicable; and

(C) the Calculation Agent shall not be obliged to perform a Reconciliation in respect of any payment or withdrawal from the Agency Account.

Absent a Reconciliation Reporting Event, no further notice, consent or approval shall be required from the Calculation Agent in order for the relevant payment, transfer or delivery, as applicable, to be made.

The Calculation Agent shall at all times promptly perform its obligations at the request of the Security Agent.

The Issuer has agreed to pay the Calculation Agent a fee for carrying out such services and to reimburse the Calculation Agent for certain expenses.

The Calculation Agent may, without giving any reason, resign at any time by giving at least 60 days' written notice to the Issuer and the Security Agent and may be removed at any time by the Security Agent or the Issuer on at least 45 days' written notice to the Calculation Agent (with a copy to the Issuer or the Security Agent, as applicable); *provided* that no such resignation or removal shall be effective unless a successor calculation agent has been appointed.

The Calculation Agency Agreement is governed by the laws of England and Wales.

Programme Agreement

Under the terms of a Programme Agreement among the Issuer and the Dealers, the Issuer and the Dealers have agreed that the Dealers shall be appointed as Dealers under the Programme and will purchase Covered Bonds from the Issuer pursuant to the terms of the Programme Agreement and the relevant Subscription Agreement.

The Programme Agreement is governed by the laws of England and Wales.

Agency Agreement

Under the terms of the Agency Agreement, the Agents have each agreed to provide the Issuer with certain agency services. In particular, each Paying Agent has agreed to hold available for inspection at its specified office during normal business hours copies of all documents required to be so available by the Conditions of any Covered Bonds or the rules of any relevant Stock Exchange (or any other relevant authority). For these purposes, the Issuer shall provide the Paying Agents with sufficient copies of each of the relevant documents (or an electronic copy thereof).

The Agency Agreement is governed by the laws of England and Wales.

Amendments

Pursuant to the provisions of the Agency Agreement, the Issuer may (without the consent of the other parties hereto and, subject to the provisions of the other applicable Transaction Documents, the other parties thereto and any other Secured Creditors) make:

(a) any amendment to any of the provisions of the Conditions of any Series, the Deed of Covenant, the Agency Agreement or any other Transaction Document, which amendment is: (i) made while no Covered Bonds are outstanding or (ii) in the opinion of the Issuer, either: (A) of a formal, minor or technical nature or that is made for the purpose of curing any ambiguity or of curing or correcting any manifest or proven error or any other defective provision contained therein or (B) not materially prejudicial to the interests of the Covered Bondholders and/or the Hedging Counterparties (in each case, considered: (1) as a class and not individually, and (2) from a contractual perspective without consideration of any regulatory or other unique circumstances that might apply to any one or more Covered Bondholders and/or Hedging Counterparties);

(b) any amendment to any of the Transaction Documents if the Issuer proposes to: (i) appoint a rating agency to assign a credit rating to one or more Series of Covered Bonds or (ii) revise any provision of the Transaction Documents in accordance with the then current rating agency criteria of one or more of the Relevant Rating Agencies (such as to establish or alter the Offshore Account Bank Required Rating relating to such Relevant Rating Agency); *provided* that: (A) the Issuer certifies to the Security Agent and the Fiscal Agent that such amendment is necessary or desirable in order to give effect to the appointment of the additional Relevant Rating Agency and the assignment of its initial credit rating to the relevant Covered Bonds or to conform any provision of the Transaction Documents to the then current rating agency criteria of one or more of the Relevant Rating Agencies and (B) subject to Clause 32.4 of the Agency Agreement, Rating Agency Confirmation with respect to each outstanding Series of Covered Bonds has been obtained in respect of such amendment;

(c) any modification to a Hedging Agreement that is requested by the Issuer or the relevant Hedging Counterparty in order to enable the Issuer and/or the relevant Hedging Counterparty to comply with any requirements that apply to it under EMIR, Dodd-Frank, MiFID II or the Applicable Laws of Turkey (or other hedging-related Applicable Law in any jurisdiction to which the Issuer or the relevant Hedging Counterparty is subject), including any New EMIR Requirements, New Dodd-Frank Requirements, New MiFID II Requirements or New Turkish Law Requirements (or other hedging-related Applicable Law in any jurisdiction to which the Issuer or the relevant Hedging Counterparty is

subject), as applicable, in relation to such Hedging Agreement, subject to the Issuer and/or the relevant Hedging Counterparty, as applicable, providing the Fiscal Agent and the Security Agent with written certification that the Issuer and/or the relevant Hedging Counterparty is only seeking to implement changes it considers appropriate to comply with EMIR, Dodd-Frank, MiFID II or the Applicable Law of Turkey (or other hedging-related Applicable Law in any jurisdiction to which the Issuer and/or the relevant Hedging Counterparty is subject), including to meet the New EMIR Requirements, New Dodd-Frank Requirements, New MiFID II Requirements or New Turkish Law Requirements, as applicable, together with any modification to any other Transaction Document(s) that may be necessary as a consequence of such modification to the relevant Hedging Agreement; *provided* that any modification or change to the payment instructions (*i.e.*, the account to which payment is to be made by the Hedging Counterparty) contained in such Hedging Agreement shall require the consent of the Security Agent (as directed by the Covered Bondholder Representative);

(d) any amendment to any of the Transaction Documents (including a change in the definitions of Cover Pool, Cover Pool Asset, Individual Asset Eligibility Criteria, Substitute Asset Limit, Required Overcollateralisation Percentage and Statutory Test (and their corresponding subsidiary definitions)) (to the extent not otherwise permitted by the Transaction Documents, including per (a) and (b) above and (j) below) as a result of any amendment, restatement, modification or other change to the Turkish Covered Bonds Law; *provided* that: (i) the Issuer provides the Security Agent and the Fiscal Agent with written certification that the Issuer is only seeking to implement mandatory provisions of the Turkish Covered Bonds Law applicable to the Programme and (ii) each Relevant Rating Agency has been notified in writing in respect of such amendment not less than five London Business Days prior to the proposed amendment;

(e) any amendment to effect the substitution of the Issuer in accordance with the provisions of the Covered Bonds Communiqué, together with any modification to any other Transaction Document that may be necessary as a consequence of such substitution;

(f) any amendment to effect the appointment of a third party service provider (*hizmet sağlayıcı*) (within the meaning of the Covered Bonds Communiqué) or an Administrator, together with the modification to any other Transaction Document that may be necessary for the sole purpose of enabling such third party service provider or Administrator to carry out its statutory duties and for no other purpose;

(g) any amendment to effect the appointment or replacement of any Agent, the Security Agent, the Calculation Agent, the Offshore Account Bank or a Covered Bond Calculation Agent; *provided* that: (i) such appointment or replacement is otherwise made in accordance with the provisions of the relevant Transaction Documents applicable to such Agent, the Security Agent, the Calculation Agent, the Offshore Account Bank or such Covered Bond Calculation Agent and (ii) each Relevant Rating Agency has been notified in writing of such amendment not less than five London Business Days prior to the proposed amendment;

(h) any amendment to effect the appointment of a replacement Cover Monitor to the Programme; *provided* that: (i) such appointment is otherwise made in accordance with the provisions of the Cover Monitor Agreement (if relevant) and the Covered Bonds Communiqué and (ii) each Relevant Rating Agency has been notified in writing of such amendment not less than five London Business Days prior to the proposed amendment;

(i) any amendment to any of the Transaction Documents to facilitate the inclusion of a guarantor or other enhancer for Series of Covered Bonds, which amendment the Issuer certifies to the Security Agent and the Fiscal Agent is not materially prejudicial to the then-existing Covered Bondholders and/or the Hedging Counterparties (in each case, considered: (i) as a class and not individually, and (ii) from a contractual perspective without consideration of any regulatory or other unique circumstances that might apply to any one or more Covered Bondholders and/or Hedging Counterparties) (it being acknowledged and agreed that: (A) any such amendment that permits the guarantor/enhancer to: (1) receive its interest/premium/fee on a *pro rata* basis with interest on the Covered Bonds, (2) receive interest and/or principal (or reimbursement for making a guaranty/enhancement payment for interest and/or principal) on a *pro rata* basis with interest and/or principal, as applicable, on the Covered Bonds, (3) receive indemnities and other payments on a *pro rata* basis with similar payments to Covered Bondholders and/or (4) be a Secured Creditor will not be considered to be materially prejudicial to the then-existing Covered Bondholders and/or the Hedging

Counterparties as a class and (B) any such guarantor or other enhancer is not, as of the Programme Closing Date, permitted to be paid from the Cover Pool except to the extent that it may receive payment therefrom as an Other Secured Creditor);

(j) any amendment to the Individual Asset Eligibility Criteria as a result of the inclusion of additional Cover Pool Assets in the Programme or to comply with the Issuer's then current underwriting, servicing and collection procedures; *provided* that: (i) any such change is in compliance with the provisions of the Covered Bonds Communiqué, (ii) any requirements in the Transaction Documents as to the inclusion of additional Cover Pool Assets in the Programme are satisfied and (iii) subject to Clause 32.4 of the Agency Agreement, Rating Agency Confirmation with respect to each outstanding Series of Covered Bonds has been obtained in respect of such amendment; and

(k) at any time after a change in the Applicable Law of Turkey (including in the Covered Bonds Communiqué) that permits the Additional Cover to be made available to some or all of the Other Secured Creditors on a *pari passu* or priority basis to the Total Liabilities, any amendment to the Agency Agreement, the Security Assignment or any other Transaction Document to provide for such *pari passu* or priority treatment.

Any such amendment or modification will be binding on the Agents, Covered Bondholders, Receiptholders, Couponholders and other Secured Creditors and, unless the Fiscal Agent agrees otherwise, any such modification shall be notified by the Issuer to the Covered Bondholders, Receiptholders and Couponholders as soon as practicable thereafter in accordance with Condition 14 (*Notices*). Notwithstanding the above, such amendment and modification provisions (other than clause (a)(i)) do not apply to any Series Reserved Matter or Programme Reserved Matter. Each party to the Agency Agreement is thereby authorised and instructed to acknowledge and/or execute any such amendment or modification to the extent requested by the Issuer.

Notwithstanding anything in clauses (a) through (k) in the preceding paragraph to the contrary, any amendment or other modification that decreases the rights of any Agent or the Security Agent (in their respective individual capacities), as applicable, or increases the obligations and/or liabilities of any Agent or the Security Agent, as applicable, including any amendment or modification to the definition of Reserve Fund Secured Creditor, shall require the consent of such Agent or the Security Agent, as applicable, which shall be in its sole discretion.

The Security Agreement, Security Assignment, Offshore Bank Account Agreement, Calculation Agency Agreement and Master Definitions and Construction Schedule each provide that: (a) any provision thereof may be amended or waived; *provided* that such amendment or waiver is in writing and is signed by the parties to that Document (with respect to the Master Definitions and Construction Schedule, the Issuer and the Security Agent), but (b) notwithstanding clause (a), the Issuer may (without the consent of the other parties to the applicable document) make any amendment thereto in the manner described in this "*Amendments*" section.

Any amendments, modifications or waivers in relation to the Conditions or the other Transaction Documents that are not covered by the above in this "*Amendments*" section are, subject to the requirements for Programme Reserved Matters and Series Reserved Matters, required to be effected by Extraordinary Resolution (though substituting the phrases "not less than 75%" with "more than 50%" in the definition of Extraordinary Resolution) in respect of the Covered Bonds for the time being outstanding (or, if applicable, a Series of Covered Bonds) and (except for waivers of compliance by the Issuer) require the consent of the Issuer.

"*Dodd-Frank*" means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

"*MiFID II*" means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU and relevant regulations made under it.

"*New Dodd-Frank Requirements*" means provisions, rules, regulations, directions, processes, guidelines and procedures relating to Dodd-Frank (including, without limitation, any associated regulatory or implementing technical standards and advice, guidance or recommendations from relevant competent authorities) that have been enacted, clarified, updated, delivered, amended, modified or become operative or applicable on or after the Programme Closing Date.

"*New EMIR Requirements*" means provisions, rules, regulations, directions, processes, guidelines and procedures relating to EMIR (including, without limitation, any associated regulatory or implementing technical standards and advice, guidance or recommendations from relevant competent authorities or ESMA) that have

been enacted, clarified, updated, delivered, amended, modified or become operative or applicable on or after the Programme Closing Date.

“*New MiFID II Requirements*” means provisions, rules, regulations, directions, processes, guidelines and procedures relating to MiFID II (including, without limitation, any associated regulatory or implementing technical standards and advice, guidance or recommendations from relevant competent authorities or ESMA) that have been enacted, clarified, updated, delivered, amended, modified or become operative or applicable on or after the Programme Closing Date.

“*New Turkish Law Requirements*” means provisions, rules, regulations, directions, processes, guidelines and procedures relating to any relevant (present or future) requirements of the Applicable Law of Turkey relating to derivatives (including, without limitation, in each case, any associated regulatory or implementing technical standards and advice, guidance or recommendations from relevant competent authorities) that have been enacted, clarified, updated, delivered, amended, modified or become operative or applicable on or after the Programme Closing Date.

A “*Series Reserved Matter*” means, with respect to any Series:

(a) modification of the Final Maturity Date or Extended Final Maturity Date of such Series or reduction or cancellation of the Principal Amount Outstanding of such Series payable at maturity;

(b) reduction or cancellation of the amount payable or modification of the payment date in respect of any interest in respect of such Series or variation of the method of calculating the rate of interest in respect of such Series;

(c) reduction of any Minimum Rate of Interest and/or Maximum Rate of Interest specified in the applicable Final Terms;

(d) modification of the currency in which payments under such Series (or its related Coupons or Receipts) are to be made;

(e) modification of the Deed of Covenant;

(f) modification of the majority required to pass an Extraordinary Resolution;

(g) the sanctioning of any scheme or proposal described in paragraph 4.9(i) of the Agency Agreement; or

(h) alteration of this definition or the proviso to paragraph 3.7 of Schedule 3 (*Provisions for Meetings of Covered Bondholders*) of the Agency Agreement,

A Series Reserved Matter is required to be passed by an Extraordinary Resolution of the relevant Series of Covered Bonds. For the purposes of a Series Reserved Matter, the quorum shall be one or more eligible person(s) present and holding or representing in the aggregate not less than two thirds in Principal Amount Outstanding of the relevant Series of Covered Bonds for the time being outstanding.

An “*Extraordinary Resolution*” when used:

(a) in respect of the Covered Bonds for the time being outstanding means: (i) a resolution passed at a meeting of the Covered Bondholders duly convened and held in accordance with the provisions of Schedule 3 (*Provisions for Meetings of Covered Bondholders*) of the Agency Agreement by a majority consisting of not less than 75% of the eligible persons voting on the resolution upon a show of hands or, if a poll was duly demanded, by a majority consisting of not less than 75% of the votes (as determined in accordance with the Agency Agreement) cast on the poll, (ii) a resolution in writing signed by or on behalf of the holders of not less than 75% in Principal Amount Outstanding of the Covered Bonds, which resolution in writing may be contained in one document or in several documents in similar form each signed by or on behalf of one or more of the Covered Bondholders, or (iii) consent given by way of electronic consents through the Relevant Clearing System(s) (in a form satisfactory to the Fiscal Agent) by or on behalf of the holders of not less than 75% in Principal Amount Outstanding of the Covered Bonds for the time being outstanding (the resolutions in writing and consents given pursuant to clauses (ii) and (iii) shall be combined in calculating the level of approval); and

(b) in respect of a Series of Covered Bonds means: (i) a resolution passed at a meeting of the Covered Bondholders of the relevant Series duly convened and held in accordance with the provisions of Schedule 3 (*Provisions for Meetings of Covered Bondholders*) of the Agency Agreement by a majority consisting of not less than 75% of the eligible persons voting on the resolution upon a show of hands or, if a poll was duly demanded, by a majority consisting of not less than 75% of the votes (as determined in accordance with the Agency Agreement) cast on the poll, (ii) a resolution in writing signed by or on behalf of the holders of not less than 75% in Principal Amount Outstanding of the Covered Bonds of the relevant Series, which resolution in writing may be contained in one document or in several documents in similar form each signed by or on behalf of one or more of the Covered Bondholders of the relevant Series, or (iii) consent given by way of electronic consents through the relevant Clearing System(s) (in a form satisfactory to the Fiscal Agent) by or on behalf of the holders of not less than 75% in Principal Amount Outstanding of the Covered Bonds of such Series for the time being outstanding (the resolutions in writing and consents given pursuant to clauses (ii) and (iii) shall be combined in calculating the level of approval).

A “*Programme Reserved Matter*” means:

(a) a modification that would have the effect of altering the majority required to pass a specific resolution or the quorum required at any Programme Meeting;

(b) an amendment of this definition or the definition of Programme Meeting; or

(c) a modification that would have the effect of altering the requirements to declare an Event of Default under Condition 10 (*Events of Default*) or altering the taking of enforcement action under Condition 10.2 (*Enforcement*) of the Covered Bonds.

A Programme Reserved Matter is required to be passed by a Programme Resolution.

A “*Programme Resolution*” means: (a) a resolution in writing signed by or on behalf of holders of a majority of the Principal Amount Outstanding of all Covered Bonds; (b) a resolution of a Programme Meeting duly convened and held in accordance with the provisions of the Agency Agreement that has been passed by a majority of votes cast at such Programme Meeting or (c) consent given by way of electronic consents through the relevant Clearing System(s) (in a form satisfactory to the Fiscal Agent) by or on behalf of the holders of a majority of the Principal Amount Outstanding of all Covered Bonds (the resolutions in writing and consents given pursuant to clauses (a) and (c) shall be combined in calculating the level of approval).

A “*Programme Meeting*” means a meeting of Covered Bondholders (whether originally convened or resumed following an adjournment) that has been convened to consider a Programme Reserved Matter.

Deed of Covenant

Under the terms of the Deed of Covenant, the Issuer covenants with accountholders holding interests in the Covered Bonds through a depositary for one or more Clearing System(s) that such accountholders will acquire direct rights of enforcement against the Issuer if the relevant Global Covered Bond becomes void.

The Deed of Covenant is governed by the laws of England and Wales.

Hedging Agreements

To provide a hedge against possible variances in the rates of interest payable on or currency risks associated with the Mortgage Assets/and or the Covered Bonds, the Issuer may enter into one or more Interest Rate Swap(s) with one or more Interest Rate Swap Provider(s) and/or one or more Currency Swap(s) with one or more Currency Swap Provider(s) under one or more Interest Rate Swap Agreement(s) and/or Currency Swap Agreement(s), respectively.

With respect to Tranches not denominated in Turkish Lira, the Issuer would likely enter into a Currency Swap. Each such Currency Swap would likely provide that: (a) on or about the Issue Date of the applicable Tranche of Covered Bonds, the Issuer would pay to the applicable Hedging Counterparty an amount equal to the relevant portion of the amount received by the Issuer in respect of the aggregate Principal Amount Outstanding of such Tranche and in return the Hedging Counterparty would pay to the Issuer the Turkish Lira Equivalent of such amount, and (b) thereafter: (i) the Hedging Counterparty would pay to the applicable Non-TL Hedge Collection Account on each Interest Payment Date an amount equal to the relevant portion of the amounts that are payable by the Issuer in respect of interest and principal payable under such Tranche and (ii)

the Issuer would periodically pay to the applicable Hedging Counterparty an amount in Turkish Lira calculated by reference to the applicable floating rate or fixed rate, as applicable, specified in the relevant Hedging Agreement plus a spread and, where relevant, the Turkish Lira Equivalent of the relevant portion of any principal due to be repaid in respect of such Tranche.

A Hedging Agreement might, in the event that the Issuer does not pay the principal amount payable to the Covered Bondholders in respect of a Tranche on the applicable Final Maturity Date (or, with respect to Instalment Covered Bonds, on an applicable Interest Payment Date) of such Tranche and, where an Extended Final Maturity Date is applicable to such Tranche, on such Extended Final Maturity Date, provide for payments to be made to and by the Hedging Counterparty on a different basis and timing.

The terms of a Hedging Agreement might provide that, in the event that the relevant rating of the relevant Hedging Counterparty or any guarantor of such Hedging Counterparty's obligations is downgraded below a rating specified in such Hedging Agreement, such Hedging Counterparty will be required to take certain remedial measures, which might include (without limitation) providing Hedge Collateral for its obligations under such Hedging Agreement, arranging for its obligations under such Hedging Agreement to be transferred to an entity with sufficient ratings or procuring another entity with sufficient ratings to become co-obligor or guarantor in respect of its obligations under such Hedging Agreement. A failure to take such steps within the time periods set out in a Hedging Agreement would likely, subject to certain conditions, allow the Issuer to terminate such Hedging Agreement.

A Hedging Agreement might also provide that the applicable Hedging Counterparty might transfer all of its interest and obligations in and under such Hedging Agreement to a transferee that satisfies minimum ratings without any prior written consent of the Issuer or the Security Agent.

It is important to note that while a Hedging Agreement might be entered into in connection with the issuance of a new Tranche of Covered Bonds, payments by the corresponding Hedging Counterparty under such Hedging Agreement are not allocated solely to the Covered Bondholders of such Tranche but rather become part of the overall Cover Pool that is applied to make payments generally, including to pay the Issuer's obligations to the Covered Bondholders of all Tranches and the Hedging Counterparties.

Cover Monitor Agreement

The Cover Monitor has agreed to be appointed by the Issuer in accordance with the Covered Bonds Communiqué to carry out any and all assessments, checks and notification duties specified in the Cover Monitor Agreement (including those referenced in the form of the Cover Monitor Report set out in the appendices to the Cover Monitor Agreement), including in relation to the checks and calculations performed by the Issuer on the Cover Pool in relation to the Individual Asset Eligibility Criteria and the Statutory Tests subject to and in accordance with the Covered Bonds Communiqué and the terms of the Cover Monitor Agreement.

The Issuer shall, amongst other things:

(a) keep the Cover Register pursuant to the Covered Bonds Communiqué, keep such Cover Register up to date and make such Cover Register available to the Cover Monitor on demand during normal business hours;

(b) monitor compliance with the Statutory Tests at every change to the Cover Register (meaning removal of a Cover Pool Asset or addition to the Cover Pool Assets) and, in any case, at least once per calendar month;

(c) to the extent not contrary to Applicable Law (including with respect to customer data protection), submit the information and documents that are required by the Cover Monitor in accordance with the Covered Bonds Communiqué and provide such information as is in the Issuer's knowledge and/or possession that the Cover Monitor reasonably requests in respect of the Cover Pool;

(d) demonstrate to the Cover Monitor within two Istanbul Business Days of the Issuer's detection of a Potential Breach of Statutory Test or an Issuer Event that all collections of interest and principal on the Cover Pool Assets on deposit in the Collection Account have been transferred to the TL Designated Account; and

(e) demonstrate to the Cover Monitor within one month after the Issuer's detection of a Potential Breach of Statutory Test or an Issuer Event of the type described in sub-paragraphs (a) through (f) of the definition that (until the Issuer has cured all Potential Breach of Statutory Tests and

Issuer Events): (i) any and all present and future payments due under the Cover Pool Assets are being accumulated in the applicable Designated Account (whether by an obligor thereof paying the sums due directly to the applicable Designated Account, by the Issuer's redirecting amounts that it receives from an obligor (including by way of set-off from an account such obligor maintains with the Issuer) or otherwise); and (ii) all such amounts will be dedicated exclusively to the payment of the Total Liabilities that have become due and payable unless otherwise agreed with the CMB.

The Cover Monitor Agreement confirms that the Issuer shall be entitled, in accordance with the Covered Bonds Communiqué and subject to making any Security Update Registrations, to reduce the Cover Pool by removing one or more Cover Pool Asset(s); *provided* that: (a) any asset removals must not cause the Substitute Assets in the Cover Pool to exceed the Substitute Asset Limit, (b) neither any Potential Breach of Statutory Test nor any Issuer Event of the type described in sub-paragraphs (a) through (f) of the definition thereof would occur as a result of such removal, and (c) any collections in respect of any such removed Cover Pool Assets will no longer be transferred to the Collection Account.

At the discretion of the CMB, all removals of Cover Pool Assets from the Cover Pool and all deletions of entries from the Cover Register may require the consent of the Cover Monitor.

The Issuer shall notify the Cover Monitor of the occurrence of any Potential Breach of Statutory Test or Issuer Event of the type described in sub-paragraphs (a) through (f) of the definition thereof promptly after the Issuer's detection of such occurrence indicating whether any such event(s) included a failure to fulfil the Issuer's payment obligations under the Total Liabilities either partially or fully.

Subject to the terms of the Cover Monitor Agreement, the Cover Monitor shall, amongst other things: (a) verify that the Cover Register has been created and is maintained and preserved in accordance with the provisions of the Covered Bonds Communiqué, (b) check whether the Cover Pool Assets meet the eligibility criteria of the Cover Pool Assets indicated in the Covered Bonds Communiqué and the Individual Asset Eligibility Criteria based upon a sampling basis, (c) in the event that the Cover Register is kept in electronic form, inspect that the necessary cross checks, automations and authorisations have been set up, (d) review the Cover Pool Asset Substitution(s) by the Issuer from the Cover Pool since the previous Cover Monitor Calculation Date (or, for the initial such review, since the initial constitution of the Cover Register), and the removal(s) of the related entries from the Cover Register, in accordance with the provisions of the Covered Bonds Communiqué and the Cover Monitor Agreement (*it being understood* that, at the discretion of the CMB, all removals from the Cover Pool and all deletions of entries from the Cover Register may require the consent of the Cover Monitor) and reconcile the entries in the Cover Register with any additions and removals of Cover Pool Assets made by the Issuer to the Cover Pool and review the related credit documents and other information and documents that the Cover Monitor deems necessary and (e) analyse and verify whether the Statutory Tests are satisfied as of the relevant Cover Monitor Calculation Date.

Other than in relation to the checking by the Cover Monitor of the arithmetic or other accuracy of the checks and calculations performed by the Issuer in accordance with the provisions of the Cover Monitor Agreement, the Cover Monitor is entitled to assume that all information provided to it by the Issuer pursuant to the Cover Monitor Agreement is true and correct and is not misleading, and the Cover Monitor is not required to conduct an audit or other similar examination in respect of or otherwise take steps to verify the accuracy or non-misleading nature of such information. On completion of its calculations and procedures in respect of a Cover Monitor Calculation Date, the Cover Monitor will deliver a cover monitor report, in the form set out in the Cover Monitor Agreement (the "*Cover Monitor Report*"), to the CMB (if required), the Issuer, the Security Agent, the Dealers, the Arrangers and the Relevant Rating Agencies (in their respective capacities, collectively referred to as the "*Recipients*").

The Issuer shall pay to the Cover Monitor a fee for its services in the amount and at the times set out in a separate fee letter between the Issuer and the Cover Monitor.

The Cover Monitor may, at any time, subject to the reasons of such resignation being submitted to the CMB in writing and the CMB's approval being obtained, resign from its appointment under the Cover Monitor Agreement upon providing the Issuer with at least 60 days' prior written notice (or a shorter period that may be agreed between the Issuer and the Cover Monitor) (the Issuer shall provide a copy of such notice to the Relevant Rating Agencies and to the Security Agent); *provided* that such termination may not be effected unless and until a replacement has been found for the Cover Monitor by the Issuer, which replacement agrees to perform the duties (or substantially similar duties) of the Cover Monitor set out in the cover Monitor Agreement, and the agreement appointing such replacement ("*Replacement Cover Monitor Agreement*") is approved by the CMB.

In addition to the preceding paragraph, the Cover Monitor may resign, subject to the reasons of such resignation being submitted to the CMB in writing and the CMB's approval being obtained, from its appointment under the Cover Monitor Agreement upon giving at least 30 days' prior written notice if any action taken by any one or more of the Recipients, Covered Bondholders or Hedging Parties causes a professional conflict of interest for the Cover Monitor under the rules of the professional and/or regulatory bodies regulating the activities of the Cover Monitor; *provided* that such termination may not be effected unless and until a replacement has been found for the Cover Monitor by the Issuer, which replacement agrees to perform the duties (or substantially similar duties) of the Cover Monitor set out in the Cover Monitor Agreement and a Replacement Cover Monitor Agreement, and such Replacement Cover Monitor Agreement is approved by the CMB. The Cover Monitor will inform the Recipients as soon as reasonably practicable of any action of which the Cover Monitor is aware that may cause a professional conflict of interest for the Cover Monitor that could result in termination under this paragraph.

The Issuer may, at any time, terminate the appointment of the Cover Monitor under the Cover Monitor Agreement upon providing the Cover Monitor with at least 60 days' prior written notice (or a shorter period that may be agreed between the Issuer and the Cover Monitor); *provided* that such termination may not be effected: (a) unless the reasons of such termination are submitted to the CMB in writing and the CMB's approval is obtained and (b) until a replacement has been found by the Issuer, which replacement (in a Replacement Cover Monitor Agreement that is approved by the CMB) agrees to perform the duties (or substantially similar duties) of the Cover Monitor set out in the Cover Monitor Agreement.

The Cover Monitor Agreement is governed by Turkish law.

USE OF PROCEEDS

The Bank will incur various expenses in connection with the issuance of each Tranche of the Covered Bonds, including (as applicable) underwriting fees, legal counsel fees, rating agency expenses and listing expenses. The net proceeds from each issue of Covered Bonds will be applied by the Bank for its general corporate purposes; *however*, for any particular Series, the Bank may agree (and so specify in the Final Terms for the Tranche(s) of such Series) with the relevant Dealer(s) or investor(s) that the proceeds of the issuance of the applicable Covered Bonds shall be used for one or more specific purpose(s), such as environmental development or sustainability.

SUMMARY FINANCIAL AND OTHER DATA

The following tables set forth, for the periods indicated, selected historical consolidated financial and other information about the Group. The following selected consolidated financial and other information should be read in conjunction with, and is qualified in its entirety by reference to, the BRSA Financial Statements and other relevant information included elsewhere in this Base Prospectus. The BRSA Financial Statements are presented in Turkish Lira and have been prepared in accordance with BRSA Principles described in more detail in the accounting principles included in the notes to the BRSA Financial Statements incorporated by reference into this Base Prospectus and in “Presentation of Financial and Other Information.” See “*Risk Factors—Risks Relating to the Group’s Business.*”

The BRSA Financial Statements as of and for the years ended 31 December 2014, 2015 and 2016 have been audited by KPMG.

	As of 31 December		
	2014	2015	2016
Balance Sheet Data:		(TL thousands)	
Cash and balances with the Central Bank	25,143,547	32,489,976	33,233,131
Financial assets at fair value through profit or loss (net) ..	2,260,170	2,503,449	3,435,744
Banks	6,006,457	6,376,094	9,257,793
Money Market Placements	263,559	1,308,203	466,838
Financial Assets Available For Sale (Net)	45,677,129	47,009,342	51,770,372
Loans	168,328,088	193,937,827	225,295,662
Factoring Receivables	1,433,209	1,951,278	2,985,557
Held To Maturity Investments (Net)	1,391,860	4,497,417	6,757,758
Investments In Associates (Net)	800,199	166,792	176,074
Investments In Subsidiaries (Net)	4,810,446	4,779,842	5,831,815
Jointly Controlled Entities	510	2,260	2,260
Lease Receivables	2,746,199	3,199,311	3,802,242
Derivative Financial Assets Held for Hedging	-	4,093	272
Tangible Assets (Net)	2,383,688	5,868,662	5,861,299
Intangible Assets (Net)	381,497	506,761	579,483
Investment Property (Net)	2,698,312	2,962,675	3,373,451
Tax Assets	660,972	653,987	637,605
Assets Held For Sale And Discontinued Operations (Net)	65,993	67,319	106,814
Other assets	12,021,397	17,213,684	20,246,094
Total Assets	277,073,232	325,498,972	373,820,264
Deposits from the Bank's Risk Group	3,199,237	3,496,383	3,881,747
Other deposits	131,301,989	150,704,907	175,277,691
Derivative Financial Liabilities Held for Trading	749,841	1,206,148	1,305,085
Funds Borrowed	34,060,007	45,468,534	52,166,079
Money Market Funds	22,304,769	24,624,433	24,974,003
Marketable Securities Issued (Net)	18,597,092	24,079,558	28,660,681
Funds	39,081	30,677	5,317
Miscellaneous Payables	14,395,500	17,841,623	22,393,901
Other liabilities	3,197,979	2,869,727	3,010,243
Derivative Financial Liabilities Held for Risk Management	-	5,799	51,433
Provisions	12,083,515	13,562,294	14,918,935
Tax liabilities	754,807	732,394	518,271
Subordinated Debt	3,384,849	4,192,969	4,930,016
Total Liabilities	244,068,666	288,815,446	332,093,402
Paid-in Capital	4,500,000	4,500,000	4,500,000
Share Premium	33,941	33,941	33,941
Marketable Securities Value Increase Fund	3,439,122	1,236,211	1,415,547
Tangible Assets Revaluation Reserve	-	2,709,044	2,669,508
Bonus Shares obtained from Associates, Subsidiaries and Jointly Controlled Entities (Joint Ventures)	(1,179)	(1,179)	(1,179)
Other Capital Reserves	1,606,464	1,584,617	1,585,875
Profit Reserves	15,925,056	18,748,096	21,380,383
Profit or Loss	3,415,578	3,311,612	5,092,395
Non-controlling Interest	4,085,584	4,561,184	5,050,392
Total Equity	33,004,566	36,683,526	41,726,862
Total Liabilities and Shareholders' Equity	277,073,232	325,498,972	373,820,264

	2014	2015	2016
Income Statement Data:		(TL thousands)	
Net Interest Income.....	8,470,409	10,195,865	12,421,765
Interest Income.....	17,752,690	21,406,966	25,061,299
Interest Expense.....	(9,282,281)	(11,211,101)	(12,639,534)
Net Fees and Commissions Income.....	1,505,183	1,807,881	2,148,533
Dividend Income.....	292,047	256,696	318,223
Trading Income (net).....	664,128	(325,160)	(417,002)
Other Operating Income.....	5,109,980	5,869,814	6,713,708
Total Operating Income.....	16,041,747	17,805,096	21,185,227
Provision for Loans and Other Receivables.....	(1,530,113)	(2,289,722)	(2,835,495)
Other Operating Expenses.....	(9,499,378)	(10,940,293)	(11,330,291)
Net Operating Income.....	5,012,256	4,575,081	7,019,441
Profit/Loss from Associates Accounted for using the Equity Method.....	14,778	14,818	12,871
Profit/Loss on Continuing Operations before Tax.....	5,027,034	4,589,899	7,032,312
Tax Provision for Continuing Operations.....	(1,006,617)	(850,228)	(1,349,454)
Net Period Profit/Loss from Continuing Operations.....	4,020,417	3,739,671	5,682,858

	As of (or for the year ended) 31 December		
	2014	2015	2016
Key Ratios:			
Return on average shareholders' equity ⁽¹⁾	13.6%	10.9%	14.5%
Net interest margin.....	4.1%	4.1%	4.5%
Cost-to-income ratio.....	50.2%	51.6%	42.3%
Free capital ratio.....	7.6%	6.5%	6.6%
NPL ratio.....	1.6%	2.0%	2.3%
Cost to average total assets.....	2.5%	2.4%	2.1%
Capital Adequacy:			
Tier 1 ratio ⁽²⁾⁽³⁾	13.3%	12.8%	12.4%
Capital adequacy ratio ⁽²⁾⁽⁴⁾	15.7%	15.1%	14.3%
Other Information:			
Average employees during the period.....	24,076	24,753	24,934
Branches at period end.....	1,358	1,377	1,374
Inflation rate/GDP %:			
Producer price index inflation ⁽⁵⁾	6.4%	5.7%	9.9%
Gross Domestic Product (% change) ⁽⁶⁾	5.2%	6.1%	2.9%

(1) The figures for 2014 and 2015 are not comparable with 2016 as the figures are calculated on quarterly averages for 2016 and on annual averages for each of 2014 and 2015 due to a change in the Group's accounting policy. See "Presentation of Financial and Other Information - Accounting Policy Changes."

(2) As of December 31, 2014 and 2015, the capital was calculated within the scope of the 2012 Capital Adequacy Regulation. As of December 31, 2016, the capital was calculated within the scope of 2015 Capital Adequacy Regulation. See "Capital Adequacy" below.

(3) The Tier 1 ratio is: (a) the "Tier 1" capital (i.e., the common equity Tier 1 capital plus additional Tier 1 capital minus regulatory adjustments to common equity) as a percentage of (b) the aggregate of the credit risk, market risk and operational risk. Capital adequacy ratios are based upon BRSA regulations. See "Capital Adequacy" below.

(4) The capital adequacy ratio is: (a) the sum of "Tier 1" capital plus "Tier 2" capital (i.e., the "supplementary capital," which comprises general provisions, subordinated debt) minus items to be deducted from capital (the "deductions from capital," which comprises items such as unconsolidated equity interests in financial institutions and assets held for resale but held longer than five years) as a percentage of (b) the aggregate of the credit risk, market risk and operational risk. The capital adequacy ratios are based upon BRSA regulations. See "Capital Adequacy" below.

(5) Base year –2003.

(6) As published by TurkStat.

CAPITALISATION OF THE GROUP

The following table sets forth the capitalisation of the Group as of the indicated dates. The following financial information has been extracted from the Group's BRSA Financial Statements without material adjustment. This table should be read in conjunction with the BRSA Financial Statements (including the notes thereto) incorporated by reference into this Base Prospectus.

	As of 31 December		
	2014	2015	2016
	<i>(TL thousands)</i>		
Paid in capital, capital reserves, profit reserves and prior year's profit/loss	25,395,263	28,791,602	31,677,514
Current period net income attributable to equity holders of the Bank.....	3,523,719	3,330,740	4,998,956
Total shareholders' equity	28,918,982	32,122,342	36,676,470
Long-term debt ⁽¹⁾	35,206,505	57,683,850	70,985,496
Total capitalisation	64,125,487	89,806,192	107,661,966

(1) Long-term debt includes the funds borrowed (including subordinated loans and debt securities in issue) with an original maturity over one year.

BUSINESS OF THE GROUP

Overview of the Group

Türkiye İş Bankası A.Ş. is a Turkish banking institution organised as a joint stock company under the Turkish Commercial Code (No. 6102).

As of 31 December 2016, the Bank: (a) was the largest bank in Turkey in terms of foreign currency-denominated loans, (b) was the largest private bank in Turkey in terms of shareholders' equity and (c) had the largest market shares of total assets, total loans, Turkish Lira-denominated loans, total deposits, Turkish Lira-denominated deposits and demand deposits among private sector banks (source: BRSA). The Bank was the market leader in mutual funds distribution as of 31 December 2016 (source: Central Registry İstanbul). The Bank operates in six main business segments: (a) Corporate Banking, (b) Commercial Banking, (c) Retail Banking, (d) Private Banking, (e) Capital Market Operations and (f) Other Banking Services.

As of 31 December 2016, the Group had total assets of TL 373,820 million, an increase of 14.8% from TL 325,499 million as of 31 December 2015, itself a 17.5% increase from TL 277,073 million as of 31 December 2014. As of 31 December 2016, the Group had total deposits of TL 179,159 million, an increase of 16.2% from TL 154,201 million as of 31 December 2015, itself an increase of 14.6% from TL 134,501 million as of 31 December 2014.

As of 31 December 2016, the Group had total shareholders' equity of TL 41,727 million, an increase of 13.7% from TL 36,684 million as of 31 December 2015, itself an increase of 11.1% from TL 33,005 million as of 31 December 2014.

For 2016, the Group's net profit was TL 5,683 million, a 52.0% increase from TL 3,740 million for 2015, itself a 7.0% decrease from TL 4,020 million for 2014. For 2016, the Group's net interest income was TL 12,422 million, a 21.8% increase from TL 10,196 million for 2015, itself a 20.4% increase compared to TL 8,470 million for 2014.

As of the date of this Base Prospectus, the Bank's shares are quoted on the Borsa İstanbul and also are traded on over-the-counter markets in the form of American Depositary Receipts and at the London Stock Exchange in the form of Global Depositary Receipts. As of 31 December 2016, 40.15% of the Bank's shares were held by the Bank's own employee pension fund and 28.09% (Atatürk's shares) were owned by the Republican People's Party (the "CHP"). The remaining 31.76% was traded publicly on the Borsa İstanbul and the London Stock Exchange.

As of 31 December 2016, the Bank had the largest network of branches among private sector banks in Turkey, with 1,351 domestic branches covering every city (source: Turkish Banks Association). The Bank also has an international presence through its own London, Edmonton-London (England), Arbil (Iraq), Baghdad (Iraq), Bahrain, Pristina (Kosovo) and Prizren (Kosovo) branches; through İşbank AG, a wholly owned subsidiary with 13 branches in Germany and one branch in each of The Netherlands, France, Switzerland and Bulgaria; through Moscow-based JSC İşbank, a wholly owned subsidiary with five branches in Russia; and through Tbilisi-based JSC Isbank Georgia, a wholly-owned subsidiary with two branches in Georgia. Besides these, as of such date, the Bank had 16 branches in the TRNC and a representative office in each of the People's Republic of China and Egypt.

Part of the Bank's original mandate and strategy was to support the growth and development of the Turkish economy. As part of this strategy, the Bank acquired numerous equity participations in other companies over time and has taken part in the establishment of companies in a range of industries, in a number of cases being the first Turkish company to be active in such industries. The Bank has disposed of many of these equity participations over the years. As of 31 December 2016, the Bank had a direct equity interest in 25 companies, six of which were then classified under available-for-sale securities. These companies are active in a wide range of industrial and service sectors, including finance and glass.

Strengths

The Bank's management believes that the Group has a number of key strengths that enable it to compete effectively in the Turkish banking sector:

Market Leader in Turkish Banking Sector in Size and Scope of Operations

As noted above, as of 31 December 2016, among private sector banks in Turkey, the Bank was the largest bank in Turkey in terms of its total assets and the largest in terms of its branch network (source: Turkish Banks Association) and the market leader among private sector banks in the Turkish banking sector in many categories. The Bank was the market leader in mutual funds distribution as of such date, with the net asset value of mutual funds distributed amounting to TL 9.0 billion (source: Central Registry İstanbul). As of 31 December 2016, the Bank supported its market-leading position by having the largest nationwide branch and ATM network among private sector banks in Turkey, with 1,351 domestic branches, 23 international branches and over 6,500 domestic ATMs (sources: Turkish Banks Association and Interbank Card Centre). The Bank's management believes that the expansion of the Bank's branch network helps to support the growth of the Bank's assets and liabilities. The Bank opened 26 domestic branches in 2015, four domestic branches in 2016 (seven branches were consolidated with another branch during this period) and no new domestic branch in the first three months of 2017 (though one branch was consolidated with another branch during this period), and the Bank (as of the date of this Base Prospectus) plans to continue seeking opportunities to deploy new branches.

The Bank's management believes that the Group's market leadership position and broad distribution network has supported its strong growth across both its asset and liability portfolios and enabled it to benefit significantly from economies of scale, capitalising on the overall strong growth in the Turkish economy despite difficult economic conditions due to the global financial crisis. The Bank's loan portfolio grew from TL 155,315 million as of 31 December 2014 to TL 177,037 million as of 31 December 2015 and TL 203,144 million as of 31 December 2016. The Bank's total deposits grew from TL 133,551 million as of 31 December 2014 to TL 153,802 million as of 31 December 2015 and TL 177,360 million as of 31 December 2016.

Strong Liquidity and Capital Structure with Conservative Funding Policy

The Group has a strong capital structure, with shareholders' equity of TL 41,727 million and a capital adequacy ratio of 14.3% as of 31 December 2016 (under BRSA) (12.4% calculated using Tier 1 capital only). In line with its capital strength, the Group maintains strong liquidity, with a liquid asset ratio (being the total amount of cash and banks, money market placements, trading securities and available-for-sale securities *divided by* the Group's total assets) of 25.6% and cash loan-to-deposit ratio of 125.0% as of 31 December 2016 (27.1% and 125.1%, respectively, as of 31 December 2015). Although a large portion of the Bank's deposits are, similar to the Turkish banking sector, short-term (with durations of less than 90 days), the majority of the Bank's deposits have historically been reinvested (with accounts having on average been open for 7.5 years as of 31 December 2016).

The Group has an immaterial exposure to sovereign debt, other than that of Turkey, as most of its investment securities are Turkish government T-bills and bonds. As a result, the Group was less affected than many other global financial institutions from the reduction of liquidity and increased cost of funding that occurred during the recent global financial crisis. Accordingly, the Bank's management believes that the Bank's strong balance sheet has supported its ability to attract a strong deposit base and that the Bank has benefitted from a "flight to quality" during difficult market conditions, with deposits of TL 177,360 million as of 31 December 2016, an increase of 15.3% from TL 153,802 million as of 31 December 2015, itself an increase of 15.2% from TL 133,551 million as of 31 December 2014. Overall, the Bank's total assets grew from TL 237,772 million as of 31 December 2014 to TL 275,718 million as of 31 December 2015 and TL 311,626 million as of 31 December 2016. The Bank's return on average total assets was 1.6% in 2014, 1.2% in 2015 and 1.6% in 2016 and the return on its average shareholders' equity was 13.1%, 10.4% and 13.7% over the same periods.

Recognised and Trusted Banking Brand in Turkey

The Bank's management believes that the Bank is one of the most widely recognised, respected and trusted banks in Turkey. The Bank has been in business since 1924, weathering Turkey's often turbulent financial markets and establishing a long-standing focus on prudent risk management and a record of financial stability. The Bank was established under the laws of Turkey at the initiative of Mustafa Kemal Atatürk as the first national bank of Turkey. The strength of the Bank's brand, together with its branch network and customer base, have enabled the Group to become a Turkish market leader as well as a trusted banking partner for customers.

Large Customer Base in Turkey

The Bank had approximately 13.1 million retail customers, nearly 8,000 corporate customers and over 1.3 million commercial customers as of 31 December 2016. The Bank had the largest deposit base among private sector banks with TL 177,360 million in deposits as of 31 December 2016 (Source: BRSA). The Bank's broad network of branches and alternative distribution channels provides the Bank with presence, access and crucial local knowledge of retail and corporate/commercial customers in every city in Turkey. Unlike most of its competitors, in addition to the branches in large cities, the Bank also has branches in rural districts. As of 31 December 2016, the Bank had the largest nationwide branch network among private sector banks in Turkey according to the Turkish Banks Association. The Group's relationships with its customers have also typically been long-standing; for example, as of 31 December 2016, the Bank's customers have held deposit accounts with the Bank for an average of 7.5 years.

The Bank's management believes that the relatively large size of the Group's existing customer base compared to its private sector banking competitors provides an important competitive advantage in the highly competitive Turkish banking market given the relatively high cost of attracting new customers as compared to maintaining existing customers and focusing on cross-selling to these existing customers. Accordingly, the Group seeks to ensure that it has in-depth knowledge of its customers and the ability to maximise the value of its existing customer relationships.

In terms of its retail customer base, the Group uses several key models that it can deploy across its large retail customer base to continue to improve its customer knowledge and relationships. The Group measures customer value with "lifetime value" models and loyalty with "customer-churn" models. The Group also uses other analytical models, such as its "propensity to buy" models, to enhance its ability to cross-sell products and services. Moreover, the Bank's large deposit base provides it with a comparatively low-cost and relatively stable funding source for its lending activities.

In terms of corporate and commercial banking, the Bank segments its customers, supporting better understanding of customers, sustainable customer relationships and targeted services through a network of specialised corporate branches (10 as of 31 December 2016), one specialised branch for multinationals operating in Turkey and specialised commercial branches (53 as of 31 December 2016). The Bank has developed numerous targeted products and services, ranging from tailor-made solutions for large corporations to sector-specific service packages, such as for energy efficiency and the environment and support for the exports, plastics, logistics, machinery production, automotive by-products and tourism sectors.

Overall, the Bank's management believes that the Group's extensive and broad customer base and understanding of its customers through long-standing relationships provide it with an important competitive advantage in maintaining and growing its business.

Diversified Loan Portfolio

By focusing on building a diversified portfolio of loans by types of loans, industry sector and borrower concentration, the Group has historically generated strong returns. The Bank increased its loan portfolio from 31 December 2009 to 31 December 2016 at a compound annual growth rate ("CAGR") of 22.8%. For a particular period, CAGR is calculated by: (a) dividing the total amount at the end of the period in question by its value at the beginning of that period, (b) taking the result to the power of one *divided by* the number of years in such period and (c) subtracting one from the result (for instance, for the period between 31 December 2009 and 31 December 2016, the CAGR is calculated as follows: $CAGR = [(value\ as\ of\ 31\ December\ 2016 / value\ as\ of\ 31\ December\ 2009)^{(1/7)}] - 1$). The Group's strong credit and risk management know-how have supported the growth of its loan portfolio and, in the Bank's management's opinion, contributed to the healthy diversification of the portfolio.

The Bank's loan portfolio is diversified in terms of loan type. As of 31 December 2016, 53.3% of the Bank's total loan portfolio was comprised of loans to corporate (as defined by the Corporate Definition) customers, with 21.8%, 5.3% and 19.6% comprised of loans to SMEs (as defined by the BRSA SME Definition), retail credit cards and consumer loans, respectively. The Bank's consumer loans are further broken down into general purpose consumer loans (including overdraft accounts), housing loans and auto loans, comprising 53.9%, 44.4% and 1.7% of total consumer loans, respectively, as of 31 December 2016. The Bank's loan portfolio is also diversified among sectors, with the largest share (in energy) representing no more than 13.2% of the Bank's loan portfolio as of 31 December 2016. In addition, the Bank has sought to limit exposure

to any single borrower and no exposure to a single borrower was greater than 0.75% of its loan portfolio as of such date. The share of the Bank's receivables from the top 100 cash loan customers in the overall cash loan portfolio was 24% as of 31 December 2016. Moreover, as of 31 December 2016, 3.65% of the Bank's loan portfolio had a term of less than six months until the next re-pricing. The Bank's commercial loan contracts generally contain clauses permitting the Bank to make adjustments in the applicable interest rates from time to time, subject to the Applicable Laws, thereby further limiting interest rate risk.

Prudent Risk Management

Complementing the Bank's diversified loan portfolio, the Bank's management believes it has instilled a prudent and effective risk management culture at all levels of the Group, beginning with careful customer selection to support a quality asset base. The Bank monitors credit quality on an ongoing basis. As the global financial crisis impacted Turkey and the Group's customers, the Group introduced new risk management tools starting from 2008 such as "application scoring models" for retail and SME portfolios and "behavioural scoring models" for corporate, SME and retail portfolios. The Bank also introduced new risk management tools such as applying credit limits to certain industry sectors that have been highly affected by global turmoil, researching potential customers' relationships and credit histories with other banks and becoming more selective in extending new credit lines. The Bank recently renewed its rating models with the aim of having an integrated structure, increasing the models' predictive power and adhering to the best market practices in terms of model framework. During 2016, the Bank grew its loan portfolio by 14.7% and maintained NPL ratios of 2.4%, 2.0% and 1.5% as of 31 December 2016, 2015 and 2014, respectively, as compared to the Turkish banking sector's NPL ratios of 3.2%, 3.1% and 2.8%, respectively (source: BRSA).

The Bank's management believes that the Group's focus on enhanced internal controls and risk management systems, as well as its ability to maintain a diverse loan portfolio, will enable the Group to maintain the high quality of its loan portfolio in the future as the Group seeks to continue to grow its business.

Strong Focus on Employee Training and Development; Highly-Skilled Workforce

The Bank's management believes that a key element of the Group's success has been its emphasis on the quality, training and development of its employees. The Bank's turnover rate (*i.e.*, employee resignations excluding retirees) is very low (for example, it had a rate of 2.19% during 2016). The Group's dedicated and well-trained employees form a cornerstone of its focus on superior customer service and long-standing customer relationships and also provide the Group with a competitive advantage over its competitors, particularly in a growing market where there is a high demand for skilled personnel. Historically, the Group has sought to maximise the opportunity for career development for its employees, with all positions typically filled through internal promotions and appointments.

Maintain High Standards of Corporate Governance and Business Ethics

The Bank's management believes that the Group's internal corporate governance structure reflects the best market practices of the Turkish and international banking sectors. The Group established these corporate governance practices to improve management's efficiency and to further protect the interests of the Group's stakeholders, including its customers and shareholders. The Bank prepares a "Corporate Governance Principles Compliance Report" each year, which is a report by the Bank's Board of Directors about the compliance of the Bank's corporate governance practices to the corporate governance principles of the CMB.

Strong Record of Innovation

The Bank's management believes that the Group is an innovator and market leader in the Turkish banking sector, having distinguished itself through a number of innovations in Turkey. These innovations include initiating the practice of providing checking services, launching Turkey's first interactive telephone and internet banking service and establishing the first mutual funds in Turkey, including the first mutual fund with a focus on environmental and social responsibility. In addition, the Bank was the first bank in Turkey to establish overseas branches, opening its branches in Hamburg, Germany and Alexandria, Egypt in 1932.

The Bank also introduced electronic banking to Turkey with its brand name "Bankamatik" ATMs. These ATMs became so popular that ATMs are now generally referred to as "Bankamatiks" even if they are not the Bank's ATMs. Moreover, the Bank was the first bank in Turkey to start mobile banking by using WAP, followed in 2007 by the Bank's introduction of "İşCep," which it believes was the first application-based mobile

banking service in Turkey. In November 2012, the Bank integrated its mobile banking platform with its ATMs, enabling customers to withdraw cash through İşCep by scanning a code on an ATM's screen. As of the date hereof, İşCep supports numerous operating systems, including iOS, Android and Windows Phone. In 2015, the Bank introduced the "Instant Loan," which provides customers the option to apply for a consumer loan of up to TL 25,000 any time or from any place via their Personal Internet Branch or İşCep. Once the application is approved, the amount requested is transferred instantly into the customer's account. In 2015, the Bank also introduced the "İşCepMatik," which is a new generation ATM device designed for its customers, allowing them to withdraw and deposit cash through Bluetooth or QR code technologies without the need to carry an ATM card or enter a passcode.

In 2010, the Bank introduced a new banking application for tablet devices named "İşPad," which was originally designed to work on iPad units and then was re-named "İşTablet," which is also compatible with tablets running the Android and Windows operating systems. In 2015, the Bank successfully integrated the Invoice Registry Centre System (*Merkezi Fatura Kayıt Sistemi*) with the "Supplier Financing" application, allowing customers to obtain funding by discounting invoices. The Bank has also provided its customers with the opportunity to merge their Facebook and/or Twitter accounts with their banking customer accounts via the Bank's social media application "Firsatla." This application makes it easier for customers to take advantage of the Bank's special campaigns and promotions via their Facebook and/or Twitter accounts.

In November 2016, the Bank introduced "Instant Transaction," which allows the Bank's customers to access information regarding their credit card balance and the current bank statements for their travel visa applications via the Bank's website. Instant Transaction is designed specifically for customers who don't prefer to login to digital services. Customers may also initiate the process online to obtain mortgages through Instant Transaction and only go to a branch to sign the forms and complete the process.

The Bank was the first financial institution to have an office in a co-working space (the Kolektif House Levent) in Turkey. The Innovation Team founded under the Digital Banking Department works closely with fintechs and other third parties in order to leverage new technologies for use by the Bank's customers.

For additional information on the Group's technological innovations, see "*Channel Management*" and "*Information Technology*."

Strategy

The Bank's strategic vision is to become the preferred bank for its customers, shareholders and employees by maintaining its leading, pioneering and reliable position as a regional financial power. The Bank's goal is to consistently increase the value it creates for its shareholders by responding to its customers' needs quickly, effectively and with high-quality solutions and encouraging its employees to achieve a high-level performance in their jobs. The Bank's strategy is to achieve sustainable and profitable growth based upon "the bank closest to its customers" philosophy, in an effort to fulfil its vision and objectives. The Bank plans to reach these targets by maintaining its market shares in the primary banking services and leveraging new growth opportunities from a cost effectiveness perspective, continuously improving its asset quality, focusing on sustainable non-interest income generation and price optimisation for all financial products and services, while operating within a risk-based capital management framework. In the medium term, the Bank plans to focus on retail businesses and continue growing in the commercial, corporate and private business lines, while managing its market shares and improving profitability, asset quality, cost-efficiency and capital utilisation. The key elements of the Group's strategy to achieve these goals are set out below.

Capitalise on Expected Growth of the Turkish Economy and Banking Sector through Expansion of its Distribution Channels and Introduction of New Products and Services

The Group is continuing to focus on leveraging its existing market leadership position and strong national brand by growing its branch network, alternative distribution channels and product and service offerings to capitalise on the expected growth and development of Turkey's economy and resulting growth in demand for banking services. The Bank opened 59 new branches across Turkey in 2013 (one branch was consolidated with another branch during 2013), 47 domestic branches in 2014 (three branches were consolidated with other branches during 2014), 26 domestic branches in 2015 (five branches were consolidated with other branches during 2015), four domestic branches in 2016 (seven branches were consolidated with other branches during 2016) and no new domestic branch in the first three months of 2017 (though one branch was consolidated with another branch during this period), and is continuing to seek opportunities to deploy new

branches and ATMs. As of the date of this Base Prospectus, Turkey has been under-banked compared to the eurozone, with a total loans-to-GDP ratio in 2015 of 76% compared to the eurozone average of 166% and total assets-to-GDP ratio of 121% compared to the eurozone average of 296% (sources: Eurostat, ECB, TurkStat, BRSA). Accordingly, there is significant scope for additional growth in the Turkish banking sector.

In addition, the Group is continuing to develop new products and services across each of its businesses. In retail, the Bank has introduced a range of new deposit products, such as “Maksimum Vadeli Hesap” (which includes both an automatic payment function as well as an automatic investment opportunity in term deposits), “Çeyiz Hesabı” (which is a regular savings account that addresses certain customers spending needs before getting married, which is supported with a government incentive) and “Konut Hesabı” (which is a regular savings account that enables the customers to save money to buy a house, which is also supported with a government incentive). In its SME business, the Bank offers over 100 products, including a specialised website (www.istekobi.com.tr) that includes current news, articles and industry-specific and economic reports for SMEs and the SUNUMATİK (sunumatik.com.tr), an application that allows non-English-speaking owners of SMEs to produce their company’s presentations.

Defend and Selectively Grow Market Share across Key Markets through Superior Customer Service

In order to maintain and grow its market-leading position, the Bank intends to strengthen customer relationships by utilising the Bank’s experienced, dedicated and highly trained employees, extensive distribution network and wide range of products and services to improve customer satisfaction by maximising its presence, accessibility and innovation. The Bank launched its “Customer-Centric Transformation Program” (“CCT”) in 2006 to target specific improvements in its customer service regime, operational efficiency and commercial productivity. Since 2011, the Bank has achieved all of its CCT targets, including the introduction of advanced customer segmentation and marketing models and centralisation of many branch operations. Furthermore, the Bank has initiated several additional employee training programmes (such as sales academy training courses) to further enhance the quality of service being delivered to its customers.

To further support its customer-centric focus, the Bank seeks to maximise customer value by, among other things, increasing cross-selling, re-activating inactive customers, building relationships with customers that have the potential to use multiple banking services and focusing on high growth products such as housing loans, insurance and pension products. In particular, the Bank is focusing on selectively growing retail and SME clients, which offer superior potential for growth given Turkey’s developing economy.

Reduce its Cost-Base and Increase Productivity and Commercial Effectiveness

The Group plans to continue to focus on operational efficiencies through economies of scale, improving cost controls and identifying other cost reduction and efficiency measures. The Group intends to achieve this through several approaches such as centralisation of branch operations, target-based sales management, increased operational productivity via technological improvements and sales-oriented restructuring of its branch organisation. The Bank plans to use technology and centralised operation centres whenever possible to increase efficiency, and has made significant investment in information technologies such as deployment of Gişematik (teller cash recyclers) and multifunctional ATMs.

The Group also intends to focus on improving its operational efficiency by migrating its customers to alternative delivery channels (such as internet, mobile banking and ATMs) and is enhancing the range of available delivery channels and alternative products available in order to drive more and more banking transactions out of traditional branches. As of 31 December 2016, approximately 9.2 million customers were actively using the Bank’s alternative delivery channels, accounting for approximately 85% of the Bank’s total comparable banking transaction during 2016 and the remaining total comparable banking transactions were executed at the Bank’s branches.

Continue to Focus on Recruitment and Development

The quality of the Group’s employees and their commitment to the Group’s performance are key factors in ensuring the Group’s future success. The Group seeks to attract the most promising and talented employees and to retain and develop them throughout their careers. Targeting the best universities is the starting point for the new graduate recruitment process, followed by aptitude and personality tests and competency-based interviews. The Group also offers programmes and training opportunities intended to foster the personal and professional development of its employees, and to support and reward loyalty, responsibility and creativity.

The Group strives to design and implement a fair and effective hiring, appraisal and advancement system based upon competence and performance. Succession planning for the top management and programmes designed to meet the specific development needs of high potential managers are the key retention programmes for top personnel, as well as the leadership mentoring programme applied within the Group.

International Expansion

The Bank is a major participant and a strong brand in the Turkish market. Having (as of 31 December 2016) the largest domestic distribution network among private sector banks in Turkey, the Bank also intends to expand its growth momentum internationally. The Bank's strategy is to follow its customers and meet their banking needs in international markets having close economic, commercial and cultural ties with Turkey. The Bank's main criteria of expansion are the volume of foreign trade, Turkish-originated foreign investments in the target country and economic stability and growth potential.

In this context, the Bank shapes its international presence in line with the globalisation of the Turkish economy and seeks to become a regional bank first and then to become an international bank through the expansion of its overseas network. The Bank's management believes that the Bank, with its high level of banking experience, has the ability to make significant contributions to the economic prosperity of the target markets. In any such expansion, the Bank's aim is to maintain sustainable growth in profitability, as well as to increase the revenues generated by its existing overseas network.

History and Development

The Bank was established under the laws of Turkey in 1924 at the initiative of Mustafa Kemal Atatürk as the first national bank of Turkey and began operating with two branches and 37 staff members. Unlike some of its competitors, the Bank is neither a family-run enterprise nor a state bank. In May 1998, 12.3% of the Bank's total shares previously held by the Undersecretariat of Treasury were sold to national and international investors in an initial public offering. The Bank is headquartered in İstanbul and (with its Group) provides a full range of banking services, including corporate banking, commercial banking, retail banking, private banking and capital markets operations. The Bank's articles of association provide for the following activities:

- effecting all kinds of banking transactions,
- setting up or participating in all types of ventures concerning agriculture, industry, mining, the production and distribution of power, public works, transportation, insurance, tourism and exports,
- founding companies for the production, manufacture and procurement of all types of goods or supplies, or to participate in enterprises engaged therein, and
- undertaking and carrying out all types of industrial and commercial transactions in its own name and for its own account as well as jointly with domestic and foreign institutions or in the name and for the account of such institutions.

The Bank was established in Ankara on 26 August 1924 with the Cabinet Decision dated 20 August 1924. On 29 December 1999, the Bank was registered with the İstanbul Chamber of Commerce under registration number 431112 when its registered office was moved to its current location at İş Kuleleri, 34330 Levent, İstanbul. The Bank is a bank under the Banking Law and is duly organised and incorporated and validly existing as a joint stock company (*anonim şirket*) under the Turkish Commercial Code (No. 6102). The duration of operation of the Bank as a joint stock company is unlimited.

Business Activities

The Bank provides a full range of banking services, including in the following sectors:

- *corporate banking activities:* commercial loans, non-cash loans (including letters of guarantee, guarantees and acceptances), foreign trade operations, project finance, merger and acquisition finance, hedging and cash management solutions,

- *commercial banking activities:* commercial deposit taking, business credit cards, exporter card, commercial loans, small business loans, flexible business loans, overdraft commercial accounts, point of sales-based loans, commercial housing loans, commercial auto loans, tractor and agricultural equipment loans, small business export and investment loans, letters of credit, letters of guarantee, bank payment obligations, point-of-sales agreements, automatic payment instructions, tax collection, internet banking, foreign trade operations, sector-specific packages, cash management, payment system facilities and packages of tariffs for certain banking transactions,
- *retail banking activities:* deposit accounts, credit cards, debit cards, prepaid cards, housing loans, general purpose loans, auto loans, overdraft accounts, merchant agreements, payroll accounts, automatic payment instructions, social security premium collection, tax collection, tuition fee collection, investment products, insurance products and HGS-OGS (Turkey's highway toll collection system),
- *private banking activities:* in addition to retail banking products and services, Privia-branded products (including credit cards, Privia consumer loans, Privia mutual funds and Privia individual pension accounts) structured products, and portfolio management services in collaboration with İş Portföy, and
- *capital market operations activities:* investment account system, mutual funds distribution, equity brokerage, fixed income brokerage and trading, gold trading, exchange-traded and OTC derivatives brokerage, repo, custody and fund services.

The Bank presents its group structure under three principal business lines: Banking Services, Financial Participations and Non-Financial Participations. These business lines are further divided into various sub-business lines based upon business activities as indicated in the table below. The business activities presented under Financial Participations and Non-Financial Participations in such table are executed by separate legal entities referred to as "participations," which are entities in which the Bank (directly or indirectly) holds shares. For a list of the Group's shareholdings in these participations, see "*Subsidiaries and other Affiliates – Financial Participations*" and "*-Non-Financial Participations.*" While the Bank (directly or indirectly) holds a controlling interest in each of these participations and appoints some of their board members, in practice the participations operate with a certain level of autonomy on a day-to-day basis.

For accounting purposes, the Group reports its business in its BRSA consolidated financial statements under six segments: Corporate, Commercial, Retail, Private, Treasury/Investment and Unallocated. The first five of these segments largely correspond to the five sectors noted above. The Bank's results make up the large majority of the results for these five segments, with the remainder being contributed by separate legal entities within the "Financial Participations" sector. For a list of the activities undertaken in its Financial Participations sector, see "*Subsidiaries and other Affiliates – Financial Participations*" below.

The Bank does not consolidate the results of its non-financial participations (principally its glass business) in its BRSA consolidated financial statements on a line-by-line basis and so these results do not appear in the segmental data included therein. The Bank's non-financial participations are not consolidated in the income statement of the consolidated BRSA Financial Statements; *however*, they are shown under the "Investments in Associates" and "Investments in Subsidiaries" line items in the consolidated BRSA Financial Statements at their market values for publicly traded non-financial participations and at their book values for the other non-financial participations. For a list of the non-financial participations, see "*Subsidiaries and other Affiliates – Non-Financial Participations.*"

As of 31 December 2016, the Bank's business units are as follows:

Banking Services	Financial Participations	Non-Financial Participations
Corporate Banking	Insurance	Glass
Commercial Banking	Private Pension	Others
Retail Banking	Reinsurance	
Private Banking	Banking	
Capital Market Operations	Investment Banking	
Other Banking Services	Real Estate Investment Trust	
	Brokerage and Custody	
	Leasing and Factoring	
	Asset Management	
	Venture Capital	

Banking Units

Corporate Banking

The Bank established its Corporate Banking business unit in 2003 to provide services to large domestic and multinational companies. The Corporate Banking business unit provides a full range of corporate banking products and services including, but not limited to, commercial loans, non-cash loans (including letters of guarantee, guarantees and acceptances), foreign trade operations, project finance, merger and acquisition finance, risk management products and cash management services.

As of 31 December 2016, the Corporate Banking business unit accounted for TL 88.9 billion (39.5% of the Group's total loans) and TL 25.2 billion (14.1% of the Group's total deposits). As of 31 December 2016, the Corporate Banking business unit operated through 11 specialised branches, four corporate branches and one "multinationals' branch" in İstanbul and one corporate branch in each of Kocaeli, Ankara, İzmir, Antalya, Bursa and Gaziantep. By establishing these corporate branches, the Bank aims to increase its market share of credit, investment and foreign trade transactions among customers with high creditworthiness, to reach new customers and to benefit from cross-selling opportunities.

With its "multinationals' branch" in İstanbul, the Bank provides services for multinational companies that invest in (or are interested in investing in) Turkey. The multinationals' branch is supported by a dedicated unit at the Bank's head office. The branch and head office unit offer companies consulting services, such as with respect to finance and taxation-related laws and regulations, as well as information on the day-to-day management of their business in Turkey. Corporate Banking branches are dedicated solely to working with corporate customers assigned by the Bank's head office in İstanbul. In the Corporate Banking branch model, the Bank maintains a clear distinction between "sales" and "operations" functions, enabling relationship managers to focus on sales activities while the operations team focuses on expertise and efficiency in operations.

The Bank (as of the date hereof) classifies customers with annual net sales of at least US\$30 million and/or a credit limit of at least US\$10 million as "corporate customers;" *however*, it is also possible to evaluate customers on a case-by-case basis in determining whether or not the customer should be included as a corporate customer. Depending upon the nature of services and products used, a customer may be designated as a commercial client even if it meets the sales and credit limit requirements of the corporate segment. As of 31 December 2016, the Bank had approximately 8,000 corporate customers.

The Corporate Banking business unit's long-term strategy is to enhance its customer franchise and to broaden its product portfolio in order to diversify revenue sources and to contribute to the Group's sustainable and profitable growth.

Loan Products. A significant portion of the Corporate Banking business involves extending loans to corporate customers. The Bank primarily offers the following types of loans to its corporate customers: revolving loans, overdraft loans, discount loans, foreign currency-indexed loans, foreign currency-denominated loans, letters of guarantee, spot loans, investment and project finance loans and commercial loans with monthly instalment repayments.

Trade Finance. The Bank's Corporate Banking unit also offers trade finance products. The Bank provides a variety of support services and payment management mechanisms to customers engaging in international trade transactions. The Bank offers mainly the following types of trade finance products: export loans, letters of credit, acceptance credit, pre-finance loans, confirmation loans, forfeiting and Turkish Exim Bank export loans (pre-shipment).

Project Finance. A significant portion of the Bank's corporate loan portfolio relates to its project finance activities. The Bank has played a key role in a number of major project finance deals throughout the country, including the financing of mergers and acquisitions and privatisations of publicly owned energy, steel and refinery plants and public utilities, port and airport concessions, real estate development projects, energy deals and industrial plants in various sectors such as mining and metals, cement, food products and electromechanical equipment. The Bank also finances a number of Undersecretariat of Treasury and municipality-backed infrastructure projects.

The Bank selectively extends financing for high-volume private sector investments, privatisations and merger and acquisition projects, while remaining committed to its risk-sensitive approach. In recent years, the Bank has also acted as underwriter on several large syndicated loans. The Bank granted loans related to financing 20 projects with an estimated total loan value of US\$1.7 billion in 2016, loans related to financing 16 projects with an estimated total loan value of US\$2.8 billion in 2015, loans related to financing 24 projects with an estimated total loan value of US\$3.0 billion in 2014 and loans related to financing 55 projects with an estimated total loan value of US\$4.1 billion in 2013.

The Bank provides project finance with full recourse to project assets and limited or full recourse to the project sponsor(s). Only selected transactions adhering to international standards that have very limited bankability concerns may be financed on a pure non-recourse basis.

The Bank's project finance activities also provide the Group with cross-selling opportunities for its derivative products and other banking services. These activities provide a significant contribution to the Group's business volumes.

Certified Check: Certified Check is a unique and innovative product designed to solve concerns in Turkey that checks might not be cashed due to insufficient funds in the issuer's account. In this programme, the customer applies for a certified check guarantee limit and, if the limit is approved by the Bank, the customer uses this limit for issuing checks. After a certified check is issued, the recipient of such check can obtain information about the level of the guarantee of such check via SMS, mobile applications and branches and thereby have confidence that the check will be cashed. If the customer's account balance is not sufficient at the time a check is presented for payment, then any shortfall is paid from the Bank's guarantee limit.

Risk Management. The Bank provides tailored products that are designed to offset customers' exposures to interest, maturity and currency risks. These products include customised investment vehicles, forward and futures contracts, swaps and options. These products take into account a number of factors, including the goals, risk tolerance levels and cash flows of the customers.

Cash Management Services. The Bank's cash management services include the following:

- *Direct Debiting.* The direct debit system is an electronic debt collection system that permits customers to collect receivables from third parties and transfers collected amounts to the relevant customer account through the settlement service provided by the Bank. Direct debiting also provides payment guarantees for suppliers' sales to dealers.
- *Dealership Card.* The Dealership Card is an alternative to traditional payment systems, such as checks and promissory notes that the Bank provides to its commercial customers. This product provides payment guarantees for suppliers in relation to their instalment sales, as well as offering the convenience of a credit card. The Dealership Card differs from a regular credit card, however, in that it does not generate financing cost for the Bank.
- *Other Electronic Systems.* The "Electronic Collection of Checks and Notes System" is designed to enhance the processing of large numbers of checks and notes delivered to the Bank's branches for collection or as collateral. The "Automatic Money Transfer System" provides for automatic money transfers where transfer information is received in electronic format, while the "Electronic Account Statement System" allows companies to access detailed statements of their accounts electronically, relieving an administrative burden on the Bank's branches.

Commercial Banking

The Bank has focused on supporting commercial customers, especially SMEs in Turkey, since it was founded in 1924. The Bank provides commercial banking services through its Commercial Banking business unit, which is comprised of marketing, sales and product divisions.

The Bank (as of the date hereof) generally classifies customers with net sales of less than US\$30 million and/or a credit limit of less than US\$10 million as commercial banking clients. As of 31 December 2016, the Bank had more than 1.3 million commercial banking customers.

As of 31 December 2016, the Commercial Banking business unit accounted for TL 88.6 billion (or 39.3%) of the Group's total loans and TL 38.1 billion (or 21.3%) of the Group's total deposits.

The Bank offers an extensive range of products and services to meet the full range of its customers' financial needs, including commercial housing loans, commercial overdrafts, instalment-based commercial loans, commercial auto loans, commercial credit cards and specialised packages of banking services and support solutions for SMEs' information needs. In addition, the Bank offers cash management and payment system products to its commercial banking customers.

The Bank has designed its commercial marketing activities to take into consideration seasonality and sectoral differences as well as its customers' needs and attitudes. While providing SMEs with investment financing and operating capital, the Commercial Banking business unit also offers customised loan products for its commercial customers and business partners to enhance their position within the market. These loan products vary from commercial auto loans to commercial housing loans. The Bank's market share in commercial auto loans was 25.7% as of 31 December 2016 (excluding participation banks) (source: BRSA).

In 2008, the Bank introduced a network of commercial branches to offer high quality service to commercial customers of a certain size that are also in good standing with the Bank. As of 31 December 2016, 53 of these specialised commercial branches were in operation. For further information as to how the Bank's branches are categorised, see "*Channel Management*."

In order to provide its customers with more differentiated and focused service, the Bank set up a "Sector-Specific Banking/Agriculture and Tourism Unit" within the Commercial Banking business. In this context, the Bank established specific service points for agricultural banking in 12 branches. The Bank also supports the agricultural sector through specially designed credit products, such as tractor and agricultural equipment loans and business credit cards such as the "İşbank Agricultural Product Card" and "İmece Card."

The Bank also launched packages of tariffs that allow SMEs to choose a tariff that best suits their banking transaction mix in exchange for a single fixed fee, which also led to an increase in the Bank's commission income.

The Bank has agreements with various associations and unions as chambers of commerce and industry under which it offers credit and cash management products to member companies. The Bank has signed protocols with the Small and Medium Enterprises Development Organisation ("*KOSGEB*") relating to servicing the working capital and export financing needs of manufacturers, tradesmen and artisans in Turkey. The Bank has also signed protocols with the Credit Guarantee Fund ("*KGF*") and the Turkish Grain Board ("*TMO*"). The KGF provides guarantees that make it possible to provide loans to SMEs that lack sufficient collateral. On the other hand, through its arrangement with the TMO, the Bank extends loans against TMO receipts to its depositors who have delivered their products (wheat, barley, corn and rice) to the TMO.

The Bank also finances women entrepreneurs and women-led SMEs with "Women in Business" (WIB) and "The Finance and Advice for Woman in Business" programmes.

Retail Banking

As of 31 December 2016, the Bank had approximately 13.1 million retail banking customers. In order to sustain and grow revenues in the competitive Turkish banking environment, the Bank's focus is on retaining and growing the range of products and services utilised by its profitable customers through an emphasis on cross-selling. Aiming to achieve customer-centricity, the Bank analyses customer data and builds business models based upon the results obtained from various analytical models.

As of 31 December 2016, the Retail Banking business unit accounted for TL 45.6 billion (or 20.2%) of the Group's total loans and TL 86.3 billion (or 48.2%) of the Group's total deposits. The Group's retail loans are comprised of three different loan categories: consumer loans, overdrafts and credit cards.

The Bank categorises its retail banking customers into three customer segments based upon behavioral patterns and financial needs. The Bank uses a value-based segmentation model to categorise its retail banking customer base as "mass," "mass affluent" and "affluent." A client's assets under management, monthly income and average credit balance are among the principal criteria the Bank uses as part of its segmentation model. In addition to this value-based segmentation, retail banking customers are also categorised based upon their financial needs and behaviours, life-stage and channel preferences so that customer-driven initiatives can be designed accordingly.

The Bank seeks to build and sustain its competitive advantage in the retail banking business by meeting the needs and expectations of its customers. The Bank employs a multi-factor approach to building loyalty and seeking to grow its customer base through a wide-ranging branch network, a customer-centric approach, employment of highly qualified personnel, providing innovative products and services designed to meet customer needs and providing alternative distribution channels enabling various types of transactions. The Bank also analyses customer data through certain analytic models, such as value-based segmentation, behaviour-based segmentation, customer churn analysis and lifetime value analysis in order to gain insight into customer needs and then seeks to provide new products to meet those needs. The Bank uses a platform called "Marketing Optimisation" that aims to deliver the best offers based upon a mathematical analysis of different constraints and decision variables, such as channel capacities, propensities, customer contact rules, customer preferences and business objectives to be achieved.

The products and services that the Bank offers to its retail banking customers include auto loans, housing loans, general purpose cash loans, deposit and overdraft accounts, checks, investment accounts, payment and collection services, individual cash management services, OGS-HGS highway toll payment products, smart cards, credit, debit and prepaid cards, interactive banking facilities (including telephone, internet and mobile banking), ATM services (with online cash deposit features), payroll services, automatic payments, tax and insurance premium collection, fixed income and over-the-counter ("OTC") securities and foreign exchange transactions.

Payroll Services. The Bank's management believes that the Bank's large network of branches and ATMs makes the Bank an attractive choice for large corporations entering into "payroll agreements." When a company opens its main account with one of the Bank's branches and then enters into a payroll agreement for its employees, the Bank opens an individual account and issues a debit and credit card for each employee on that company's payroll.

The Bank had payroll agreements with over 32,956 employers providing for the direct deposit of paychecks to approximately 1.2 million employee accounts maintained with the Bank as of 31 December 2016. The Bank's management believes that the expansion of accounts covered by payroll agreements is of strategic importance as it provides an opportunity for the Bank to cross-sell the Group's other banking and financial services.

Automatic Payments. The Bank's management believes that the Bank provides a broader range of services in the area of automatic payments and fee collections than its principal competitors, including those related to fees of several universities and private schools, taxes and insurance instalments, as well as telephone, water, electricity and natural gas bills. The Bank has systematically extended its bill payment services by entering into agreements with institutions nationwide. The number of automated bill payment orders through the Bank was over 9.8 million during 2016. The Bank's payroll services and automated bill payments are important sources of demand deposits.

Overdraft Accounts. An overdraft account has typically been a highly popular retail product among the Bank's customers since it provides comfort and flexibility for short-term financing needs. The Bank offers overdraft accounts to all of its retail banking customers. An overdraft account enables the Bank's customers to pay their bills, make payment transfers and withdraw cash even if their account balance is not sufficient. An overdraft account does not have a specific term. It can be used permanently if the customer makes regular payments on the account. As of 31 December 2016, the value of funds held in the Bank's retail overdraft accounts was TL 681 million.

Consumer Lending. As of 31 December 2016, the Group's total consumer loans (excluding overdrafts), which are composed of general purpose loans, auto loans and housing loans, amounted to TL 40,208 million.

General purpose loans amounted to TL 21,809 million (54.2%), auto loans amounted to TL 697 million (1.7%) and housing loans amounted to TL 17,702 million (44.0%).

As of 31 December 2016, according to BRSA data, on a bank-only basis, the Bank's market share of the consumer loan market was 12.3%, with a market share of 11.6% related to housing loans, 11.5% related to auto loans and 13.0% related to other loans.

Auto loans are generally collateralised by a pledge on the purchased vehicles and/or guaranteed by creditworthy individuals or entities. Housing loans are generally collateralised by a mortgage on the purchased property in an amount 50% more than the aggregate scheduled instalments. Housing loans generally have a tenor of no longer than 120 months and are denominated in Turkish Lira with a fixed rate of interest.

All appraisal procedures for collateral are conducted by independent appraisal firms that have been licensed by the BRSA and/or CMB. The Bank's Construction and Real Estate Department has determined the list of independent appraisal firms and the appraisal of collateral must be done by firms that are included in this list. The branch managers have no authority to appraise collateral.

With its extensive branch network and large customer base, the Bank provides a diversified range of housing loan products for each segment of customers. The Bank's employees all undertake certified housing loan training programmes in order to assist customers with their housing loan needs. Working in cooperation with real estate agencies, the Bank enacts various strategies that enable it to acquire new housing loan customers. Additionally, the Bank is intensively focused on increasing its share in ongoing residential estate projects. The Bank has various housing loan products, of which fixed payment housing loans have been the most popular product.

Deposits. Deposits (both from retail and other customers) are the Group's main source of funding and reached TL 179,159 million as of 31 December 2016. Deposits accounted for 47.9% of the Group's total liabilities as of 31 December 2016. As of the same date, Turkish Lira-denominated deposits accounted for approximately 48.7% of the Group's total deposits, while foreign currency-denominated deposits accounted for the remainder.

The Bank has the largest market share of deposits among private sector banks in Turkey on a bank-only basis, with 12.2% of total deposits as of 31 December 2016 according to the BRSA. The Bank's management believes that this indicates the Bank's customers' trust in the Bank and also that deposits are a strong and stable funding source in large part due to the Bank's large domestic customer base, extensive branch network, sound reputation, advanced information technology and efficient retail banking services.

The Bank offers its customers a range of deposit products, including Turkish Lira/foreign currency demand deposits, Turkish Lira/foreign currency current accounts, Turkish Lira/foreign currency term deposit accounts and Turkish Lira "Fixed Accounts" and "Floating Accounts." The Bank's "Floating Account" was Turkey's first term-deposit product with Turkish Lira Interbank Offered Rate-indexed return.

Current accounts and term deposit accounts are basic deposit products and are used extensively by the Bank's customers. Fixed accounts and floating accounts provide liquidity through periodic interest payments. The terms of these accounts vary between a minimum of one year and a maximum of three years with interest payments at one, three, six or 12 month intervals. The interest rate is fixed for the duration of a fixed account. The account protects customers against falling interest rates during its lifetime. For floating-rate accounts, interest is paid at intervals and is linked to the Turkish Lira Interbank Bid Rate. The Bank also offers its "Automatic Deposit Order" service to facilitate customers' propensity to save, which service permits customers to set up automatic periodic transfers from their current accounts to interest-earning term deposit accounts.

As of 31 December 2016, the Bank had the largest market share among private sector banks in Turkey in terms of total deposits, Turkish Lira deposits, demand deposits and Turkish Lira savings deposits, with market shares of 12.2%, 10.8%, 14.8%, and 13.1%, respectively, on a bank-only basis according to the BRSA.

As of 31 December 2016, the total value of the Group's deposits reached TL 179,159 million, with demand deposits accounting for 24.9% and all other deposits accounting for the remaining amounts. In terms of Turkish Lira-denominated saving deposit accounts, the Bank's market share was 13.1% as of 31 December 2016 on a bank-only basis according to the BRSA. In terms of Turkish Lira-denominated demand saving deposits (excluding deposits from banks), the Bank's market share was 16.0% as of 31 December 2016, on a bank-only basis according to the BRSA.

Credit and Debit Card Business. The Bank's credit and debit card business consists of two main functions, issuing credit, debit and prepaid cards to its customers and acquiring the right to receive reimbursement for charges made on credit, debit and prepaid cards issued by other banks. As of 31 December 2016, the Bank had the second largest market share in terms of the volume of debit card transactions among private sector banks in Turkey and ranked among the top three credit card issuers in Turkey in terms of number of credit cards according to Interbank Card Centre (both on a bank-only basis).

The Bank also offers various card products to its customers, including contactless cards, prepaid cards, credit cards that enable customers to earn miles and credit and debit cards specifically issued for university students. The Bank aims to establish a lifetime relationship with its cardholders through a number of loyalty programmes and technological innovations. Credit card transactions are carried out in a secure manner in line with "Europay, MasterCard, Visa" technology, which refers to credit cards embedded with chips that store and protect the cardholder's data.

As of 31 December 2016, the Bank had more than: (a) seven million credit cards in issue to its own customers, representing approximately 13.7% of the total Turkish credit card market by total issuance volume and approximately 11.9% by number of cards outstanding, (b) 10 million debit cards, representing approximately 8.5% of the Turkish debit card market, and (c) over 204,000 Bank-owned point-of-sale terminals, representing approximately 11.7% of the total Turkish market, each according to the Interbank Card Centre. As of 31 December 2016, the Bank, with a 15.9% market share of the Turkish credit card market in terms of the number of purchase transactions on a bank-only basis, managed two different credit card brands, "Maximum Card" and "Maximiles," and was the third largest participant in the market in terms of total transaction volume (not including cash withdrawal volume) (source: Interbank Card Centre). The Bank's wide range prepaid "MaxiPara" cards offer different solutions for various needs. The MaxiPara card is not linked to any account and, as of 31 December 2016, the Bank provided eight types of MaxiPara Cards from branches: MaxiPara Card Ekonomik (for a consumer's own use), MaxiPara Youth 18 (for customers 12-18 years old), Maxi Para Youth+18 (for customers 18 years old and above), MaxiPara Gift Card, MaxiPara Personalised Card (for corporate use), MaxiPara Unpersonalised Card (for corporate use), MaxiPara Goldcard (for depositing gold) and MaxiPara Cinema Card (to buy movie tickets). Also, the Bank can design different types of MaxiPara cards for firms according to their needs.

The Maximum Card and Maximum loyalty programme award customers with instalment advantages and reward points, which can be redeemed in various stores. As of 31 December 2016, cardholders were able take advantage of the Maximum loyalty programme at over 330,000 member merchant points. Launched in 2009, "Maximiles" targets frequent flyers, offering customers the opportunity to earn air miles with every purchase as well as the reward points and instalment advantages of a regular Maximum Card. With its credit card segmentation model, the Bank keeps track of its customers' spending behaviour and develops specific programmes for different segments.

The card business is not viewed by the Bank as an isolated product but, rather, that it complements other products within the Bank's retail and corporate banking product portfolio. In monitoring a relationship with a particular customer, the Bank considers the profitability and the lifetime value of the relationship as a whole and not only with respect to the card business. The Bank's management believes that the Bank's card business is a core component of the Bank's retail banking business, driving the cross-selling of other products such as demand deposits and commercial accounts and enabling the Bank to remain competitive in the Turkish banking sector. The Bank's credit card business constitutes its largest source of gross fees and commissions income, contributing 44.4%, 43.3% and 45.6% of total gross fees and commissions income in 2016, 2015 and 2014, respectively.

Private Banking

The Bank offers financial solutions and investment alternatives to private banking customers based upon a "personalised service" approach. To be eligible for the Bank's private banking services as of the date hereof, customers are required to have a minimum of TL 1 million of assets under management held with the Bank.

As of 31 December 2016, the Private Banking business unit accounted for TL 0.2 billion (or 0.1%) of the Group's total loans and TL 17.9 billion (or 10.0%) of the Group's total deposits.

The Private Banking business unit mainly focuses on activities regarding the diversifying of investment products to cater to the individual needs and expectations of private banking customers. The Private Banking business includes financial products and services tailored to the specific needs of its customers, including

priority one-on-one service, which are consolidated under the “Privia” brand. This unit also designs and develops processes for providing high quality and customised services in the Bank’s branches and other delivery channels.

The Bank services private banking customers through dedicated private banking branches (as of the date hereof, 14 total located in İstanbul, Ankara, İzmir, Antalya and Adana), and through private banking divisions set up at branches (as of 31 December 2016, six total located in İstanbul, Bursa and Mersin). In addition, in six of the Bank’s branches, customer relationship managers provide dedicated services solely for private banking customers. In order for its dedicated private banking branches to provide high-level financial services, the Bank, by means of the agency contract signed with İş Portföy, also provides portfolio management services in its private banking branches in collaboration with İş Portföy’s personnel.

Capital Markets Operations and Other Financial Services

The Bank (including through its financial subsidiaries) offers a diverse range of products to its retail, private, corporate and commercial banking customers with competitive pricing as well as an extensive network of branches, ATMs and kiosks and an interactive internet banking facility. In recent years, the Bank has sought to expand its stock, gold, bond, bill and repo trading and mutual fund capabilities.

As of 31 December 2016, the total value of the securities portfolio that the Bank manages for its customers was valued at TL 29,069 million (TL 31,283 million as of 31 December 2015).

Investment Accounts. In 1990, the Bank was the first bank in Turkey to offer investment accounts for its customers. Such accounts allow customers to trade mutual funds listed on the Turkey Electronic Trading Platform (*Türkiye Elektronik Fon Alım Satım Platformu (TEFAS)*), mutual funds founded by İş Portföy, listed securities, fixed income securities (including government securities and corporate bonds) and gold and to enter into “repo” transactions. Customers can access their investment accounts through ATMs and the Bank’s interactive banking services. As of 31 December 2016, the Bank had 11.4 million investment accounts.

Fixed Income. The Bank was the one of the leading providers of fixed-income trading services to investors in Turkey as of 31 December 2016, with 6.8% of the Turkish market on a bank-only basis, totalling TL 7,319 million in sovereign bonds under custody (source: BRSA). According to Borsa İstanbul data, as of 31 December 2016, the Bank held second place in the Borsa İstanbul, with a 12.7% market share in transaction volume.

The Undersecretariat of Treasury issues bonds both domestically and internationally. Its domestic issuances include zero coupon bonds and coupon bonds. Coupon bonds include inflation-linked bonds, fixed coupon bonds, floating rate notes and lease certificates. All types of Undersecretariat of Treasury issuances can be sold and purchased by the Bank’s customers without any restriction. Repo and reverse-repo transactions for various maturities are executed on an electronic platform in the Borsa İstanbul Debt Securities Market. OTC reverse repo transactions are also offered to all of the Bank’s customers. The Bank also acts as an intermediary institution for corporate bond offerings, which are executed by İş Yatırım Menkul Değerler A.Ş. (“İş Yatırım”), a brokerage house of the Group.

Mutual Funds. The Bank was the leading Turkish bank in the mutual funds distribution as of 31 December 2016 with a market share of 20.3%, the net asset value of mutual funds distributed totaling TL 9.02 billion (source: Central Registry İstanbul). The Bank distributes numerous mutual funds catering to a wide range of risk and return profiles. As of 31 December 2016, the Bank had over 655,000 investors in mutual funds.

Custody. The Bank has been the leading custody provider in Turkey since the re-activation of the former Borsa İstanbul in 1986. The investment account system, which is unique to the Bank, offers custody facilities for a full range of securities, including equities, mutual funds, derivatives, gold, bonds and bills as well as repo transactions.

In addition to domestic custody services, as an SEC (U.S. Securities and Exchange Commission)-qualified bank, the Bank is also one of the main providers of custodial services to non-resident institutional investors. Services offered to non-resident institutional investors include settlement, clearing and safekeeping services, SWIFT reporting, prudent cash management, foreign exchange transactions, corporate action processing/income collection and the provision of up-to-date market information.

In January 2008, the CMB authorised the Bank to act as a “Portfolio Custody Institution” for asset management companies. Within the scope of this role, the Bank provides settlement, clearing and safekeeping services to the discretionary portfolio management accounts of asset management companies. As per the provisions of the Capital Markets Law, the Bank has been providing this service in line with its General Custody Service approval granted in July 2015.

In July 2014, the CMB authorised the Bank to act as a “Portfolio Custodian” for collective investment schemes. As a portfolio custodian, the Bank is authorised to provide portfolio depository services to investment funds and investment companies, such as safekeeping and/or record keeping of assets owned by collective investment schemes, controlling transactions related to assets and cash movements of these and providing other services specified under the Communiqué No III-56.1 of the CMB on Portfolio Depository Services and their Providers.

Gold Trading. The Bank is an active gold trader on the Borsa İstanbul. The Bank’s management believes that, as of 31 December 2016, the Bank had the largest market share among all banks in Turkey in terms of the total gold balance of its deposits. As of 31 December 2016, the Bank held a total of approximately TL 2.8 billion-equivalent deposits in gold. The Bank trades gold on the Borsa İstanbul as well as on the international OTC market and settles trades on both a physical basis and a cash basis.

Investment Banking and Capital Markets Operations. The Bank provides capital market services and investment banking services through its Capital Markets Division and its subsidiaries İş Yatırım and İş Portföy. TSKB, another subsidiary, is also active in Turkish capital markets and investment banking operations.

International Banking. The Bank’s International Banking division manages the Bank’s correspondent banking relationships and its international fund-raising activities.

The Bank is the first Turkish bank that opened overseas branches, having established branches in Alexandria, Egypt and Hamburg, Germany in 1932. The Bank’s global expansion strategy is to become first a regional bank, then an international bank. As such, the Bank studies the international markets with a special focus on the neighbouring regions and has taken important initiatives in recent years. As of the date of this Base Prospectus, in addition to Turkey, the Bank operates in 14 countries with branches, representative offices and three financial subsidiaries, having a total of 44 branches and two representative offices. As of 31 December 2016, the Bank had 16 branches in the TRNC, two branches in each of England, Iraq and Kosovo and one branch in Bahrain. As of 31 December 2016, the Bank’s representative offices are located in Cairo and Shanghai.

As of 31 December 2016, the Bank’s network of correspondent banks comprised more than 1,450 banks in 126 countries. This worldwide coverage through its correspondent banks, coupled with the Bank’s own extensive network, resulted in incoming foreign currency transfers at the Bank of US\$135.9 billion and outgoing foreign currency transfers of US\$128.9 billion during 2016. The Bank is a major participant in international trade finance and handles a sizable portion of the trade finance activities in Turkey. The Bank’s management believes that the Bank is one of the few Turkish banks that are active in trade finance, and had a market share in trade finance of more than 10.6% according to December 2016 data from TurkStat. As part of its international banking activities, the Bank acted as the financial intermediary in connection with approximately US\$18.0 billion of import and US\$18.2 billion of export transactions in 2016. The Bank also has arrangements with all major export credit agencies that are active in Turkey.

As part of the Bank’s international fund-raising activities, the Bank obtains funds through syndicated term loan facilities, future flow transactions, eurobonds, multilateral institutions and export credit agencies, as well as bilateral transactions. For further information, see “*Funding*.”

Own-Account Securities Portfolio

In addition to securities held for customers, the Group manages its own portfolio of securities. As of 31 December 2016, the Group’s total securities portfolio was valued at TL 59,622 million. As of such date, the Bank’s securities portfolio was comprised of Turkish Lira-denominated floating rate securities (45.3%), Turkish Lira-denominated discount and fixed securities (32.0%), foreign currency-denominated discount and fixed securities (20.8%) and foreign currency-denominated floating securities (1.9%). Turkish government bonds and Turkish government treasury bills constituted 96.5% of the Bank’s total securities portfolio as of such date. Moreover, 88.3% of the Bank’s total securities portfolio was classified as “available for sale” as of such date.

Subsidiaries and other Affiliates

Since its establishment in 1924, the Bank has played an important role not only in the Turkish financial sector but also in certain industrial sectors in Turkey. The Bank has pioneered the development of a number of new areas of business through investments and equity participations in the industrial and financial services sectors. Since its establishment, the Bank has invested in the equity of almost 300 companies and, over time, has divested most of these companies. As of 31 December 2016, the Bank's direct equity interests were in companies operating in finance, glass and other industrial and services sectors, of which the shares in six companies were classified as available-for-sale securities. As of 31 December 2016, the total book value of the Bank's equity participations (including the shares of Şişecam, TSKB, Anadolu Hayat Emeklilik, İş Leasing, İş REIT and İş Yatırım Menkul Değerler A.Ş. booked under financial assets held for trading account) was TL 10,568 million.

Other than the strategic non-financial equity participations described under "Non-financial participations" below, the majority of the Bank's non-financial equity participations are held as medium-term investments. The Bank regularly evaluates opportunities to divest its stakes in these non-strategic equity participations under favourable conditions.

Financial Participations

The Bank has direct and indirect financial services subsidiaries active in the following sectors: banking, brokerage and custody, investment banking, leasing, factoring, insurance, private pension, reinsurance, real estate investment trust asset management and venture capital. Financial services subsidiaries enrich the product and service range that the Bank offers to its customers through its various business lines and create cross and complementary product delivery and sales opportunities.

The following table sets forth details of the Bank's financial participations as of 31 December 2016:

Group Company	Field of Activity	Bank's Direct Share	Group's Share	Assets ⁽¹⁾	Shareholders' Equity	Market Share
(US\$ thousands)						
Türkiye Sınai Kalkınma Bankası A.Ş. ⁽²⁾	Investment Banking	40.52%	50.00%	7,127,646	900,588	16.8% ⁽¹⁾
İşbank AG ⁽¹⁵⁾	Banking	100.00%	100.00%	1,477,094	132,542	N/A
İşbank Russia JSC İşbank ⁽⁴⁾⁽¹⁵⁾	Banking	100.00%	100.00%	225,449	64,402	N/A
JSC Isbank Georgia ⁽⁴⁾	Banking	100.00%	100.00%	103,010	11,792	0.9%
Anadolu Anonim Türk Sigorta Şirketi ⁽²⁾	Non-Life Insurance	-	64.31%	1,619,594	274,390	12.7% ⁽³⁾
Anadolu Hayat Emeklilik A.Ş. ⁽²⁾	Life Insurance & Private Pension	62.00%	83.00%	4,076,525	245,383	10.5% ⁽³⁾
Milli Reasürans T.A.Ş. ⁽⁶⁾	Reinsurance	76.64%	77.06%	799,162	378,251	18.7% ⁽⁵⁾
İş Yatırım Menkul Değerler A.Ş. ⁽²⁾	Brokerage House	65.65%	70.69%	1,867,593	252,242	8.5% ⁽⁷⁾⁽⁸⁾
Yatırım Finansman Menkul Değerler A.Ş. ⁽²⁾	Brokerage House	-	98.42%	234,922	20,592	7.9% ⁽¹²⁾
İş Yatırım Ortaklığı A.Ş.	Securities Investment Trust	-	38.66%	67,414	67,230	4.1% ⁽¹²⁾
İş Portföy Yönetimi A.Ş.	Asset Management	-	100.00%	27,820	26,578	53.1% ⁽¹⁰⁾
İş Finansal Kiralama A.Ş. ⁽²⁾	Leasing	27.79%	57.39%	2,143,262	237,881	21.5% ⁽¹¹⁾
İş Faktoring A.Ş.	Factoring	-	100.00%	866,884	36,912	8.9% ⁽¹⁴⁾
İş Gayrimenkul Yatırım Ortaklığı A.Ş. ⁽²⁾	REIT	42.23%	58.04%	1,400,172	905,752	7.5% ⁽⁹⁾
İş Girişim Sermayesi Yatırım Ortaklığı A.Ş.	Venture Capital Inv.Trust	-	57.67%	74,156	73,399	5.4% ⁽¹³⁾
Total				21,980,004	3,286,656	N/A

(1) Total assets (derived from the BRSA's website).

(2) Consolidated amounts.

(3) Gross written premiums (derived from data published by The Insurance Association of Turkey).

(4) According to the respective national accounting standards.

(5) Total amounts of participants' funds (source: Pension Monitoring Centre).

(6) Unconsolidated amounts.

(7) Gross domestic written premiums as of 31 December 2016.

(8) Milli Reasürans T.A.Ş. is the first domestic reinsurance company operating in the Turkish insurance market, with a domestic market share of 8.5%.

(9) Transaction volume (derived from the Association of Financial Institutions (*Finansal Kurumlar Birliği*)).

(10) NAV (derived from the CMB's website and the Public Disclosure Platform of the Borsa İstanbul).

(11) Funds under management (derived from the CMB's website).

(12) Transaction volume (derived from the Borsa İstanbul's website).

(13) Market value (derived from the Public Disclosure Platform of the Borsa İstanbul).

(14) Lease receivables (derived from the Association of Financial Institutions (*Finansal Kurumlar Birliği*)).

(15) According to the unaudited year-end financials as of 31 December 2016.

Insurance. The Group provides its customers non-life and life insurance services through the Bank's insurance subsidiaries, Anadolu Anonim Türk Sigorta Şirketi ("*Anadolu Sigorta*") and Anadolu Hayat Emeklilik. In addition to insurance services, the Group also provides reinsurance services through Milli Reasürans T.A.Ş. ("*Milli Reasürans*").

Non-Life Insurance. Established in 1925, Anadolu Sigorta offers a range of non-life insurance policies, including fire and natural disaster, transport, accident, engineering, agriculture, health and general damage insurance products. As of 31 December 2016, the Bank had indirect control over Anadolu Sigorta through its subsidiary Milli Reasürans, which has (as of the date of this Base Prospectus) a 57.3% share in the company. Anadolu Sigorta was the second largest non-life insurance company in Turkey with a 12.7% market share in terms of gross written premiums in the non-life insurance market as of 31 December 2016 (source: The Insurance Association of Turkey). Anadolu Sigorta had gross written premiums of 4,484 million and TL 3,610 million for 2016 and 2015, respectively.

For 2015 and 2016, Anadolu Sigorta recorded net profit of TL 75 million and TL 102 million, respectively, on a consolidated basis. Anadolu Sigorta's products are distributed through its over 2,500 professional agents (as of 31 December 2016) and through the Bank's and other contracted banks' branches.

Life Insurance and Private Pension. Anadolu Hayat Emeklilik was established in 1990 and offers life insurance and private pension policies. As of 31 December 2016, Anadolu Hayat Emeklilik was the second largest life insurance company in Turkey, holding a 10.5% market share in the life insurance market according to data published by The Insurance Association of Turkey, and the second largest private pension fund in Turkey, holding a 18.7% market share as of the same date according to data provided by the Pension Monitoring Centre. The Bank owns a 62% direct equity interest in the share capital of Anadolu Hayat Emeklilik as of 31 December 2016. For 2016, Anadolu Hayat Emeklilik had gross written premiums of TL 501 million, and for 2015, it had gross written premiums of TL 402 million. For 2016, Anadolu Hayat Emeklilik collected TL 1,358 million in net pension contributions, and for 2015, it collected TL 1,334 million in net pension contributions. For 2015 and 2016, Anadolu Hayat Emeklilik recorded a net profit of TL 145 million and TL 191 million, respectively, on a consolidated basis. Anadolu Hayat Emeklilik insurance and pension products are distributed through its approximately 300 professional agents (as of 31 December 2016) and through the Bank's and other contracted banks' branches and direct sales specialists.

Reinsurance. Milli Reasürans was established in 1929 to manage compulsory reinsurance transactions within Turkey. The company fulfilled approximately 8.5% of the domestic industry's need for reinsurance coverage as of 31 December 2016 (source: Milli Reasürans and The Insurance Association of Turkey). Since 1991, Milli Reasürans accepts business on a voluntary basis from Turkish insurance companies. As of 31 December 2016, the Bank owned a 76.6% direct interest in the share capital of Milli Reasürans. Its Singapore branch, opened in 2007, marked the first step of Milli Reasürans' plans to expand its presence beyond national borders. Milli Reasürans had gross written premiums of TL 930 million for 2016 and TL 997 million for 2015. For 2016, the company recorded net profit of TL 129 million on an unconsolidated basis (TL 130 million on an unconsolidated basis for 2015). In June 2015, A.M. Best affirmed Milli Reasürans' financial strength rating as "B+" and revised its outlook to negative from stable, while Standard & Poor's downgraded Milli Reasürans' national scale rating from "trAA+" to "trAA-" in July 2016.

Investment Banking. TSKB is an equity participation in which the Bank held a 40.52% direct interest and a 50.00% group share as of 31 December 2016. TSKB's ordinary shares have been listed on the Borsa İstanbul (and its predecessor) since 1986. Founded in 1950, TSKB was the first investment bank of Turkey. As of 31 December 2016, TSKB is the largest privately owned investment and development bank in Turkey in terms of total assets (source: Turkish Banks Association). In consolidated figures, TSKB had total assets of TL 24,875 million and total equity of TL 3,143 million as of 31 December 2016. TSKB is principally involved in providing long-term project financing for the domestic and international investments of Turkish companies as well as providing foreign currency and Turkish Lira-denominated loans to Turkish industry. TSKB is also involved in capital market intermediary activities and corporate finance advisory services. TSKB's investment banking activities include intermediation in the sale of bonds, shares and other instruments of Turkish companies by public offer or block sale. TSKB provides consultancy services to domestic and foreign corporations, including locating strategic or financial partners and advising on company mergers and privatisations.

Real Estate Investment Trust. İş REIT is a real estate investment trust in which the Bank had a direct equity shareholding of 42.23% as of 31 December 2016. According to the Public Disclosure Platform of the Borsa İstanbul, İş REIT was the fourth largest real estate investment trust in Turkey (with an asset value of US\$1,400 million) as of 31 December 2016. The real estate portfolio of İş REIT, from which the company earns rental income, is comprised of office space, hotels and commercial properties, such as the Bank's "Tuzla Technology and Operation Centre" in İstanbul, bank branches and shopping centres, located in İstanbul and other Turkish cities. The İş Tower Complex in İstanbul where the Bank maintains its headquarters is partially owned by İş REIT (Tower 2, Tower 3 and Kule Çarşı Shopping Mall). İş REIT has also been developing two residential projects (*i.e.*, Kartal Manzara Adalar and Topkapı İnistanbul projects) in İstanbul and a mixed-use project (*i.e.*, Ege Perla Project) comprised of a shopping mall and residential and home-office units in İzmir. Furthermore, İş REIT has also been developing a mixed-use project comprised of office and commercial units in the İstanbul International Financial Centre (*İstanbul Uluslararası Finans Merkezi*). In addition, İş REIT, purchased land in Tuzla (İstanbul) to develop a new real estate project on 20 January 2016 and signed a promise to buy agreement regarding the purchase of part of a land in Kadıköy (İstanbul) to develop a project comprising hotel and commercial area on 6 December 2016.

Leasing. İş Leasing was established in 1988 as a joint venture among the Bank, Société Générale and the International Finance Corporation. The latter two entities sold their interests in 1995 and, as of 31 December 2016, the Bank held a 27.79% direct equity interest and a 57.39% group share in the company, while the remaining shares are traded on the Borsa İstanbul. As of 31 December 2016, the consolidated total assets and equity of İş Leasing amounted to TL 7,480 million and TL 830 million, respectively. Net current leasing

receivables amounted to TL 4,002 million as of the same date. As of such date, the distribution of leased assets by equipment categories as a percentage of total leased assets in the company's portfolio were as follows: real estate (35.76%), machinery (23.52%), construction equipment (19.06%) and other sectors (21.66%).

Brokerage and Custody. The Bank owned 65.65% of the share capital of İş Yatırım as of 31 December 2016, which commenced operations on 18 December 1996 following the implementation of capital market regulations requiring Turkish banks to conduct certain capital market activities through separate legal entities. An initial public offering of İş Yatırım's shares was held in May 2007 on the Borsa İstanbul. İş Yatırım was the first investment banking institution with its securities traded on the Borsa İstanbul. İş Yatırım's principal capital market activities are equity-related businesses and asset management.

İş Yatırım also trades fixed income securities, including government bonds, treasury bills and repurchase contracts, for institutional and individual clients other than the Bank. İş Yatırım also provides services in equity brokerage, corporate finance transactions (including privatisations, initial public offerings and listings on the Borsa İstanbul, international sales and trading of securities) and produces nationwide industry and company-specific research reports. In order to benefit from business opportunities in international capital markets, İş Yatırım established a financial subsidiary in London on 8 August 2005 under the name of Maxis Investments Ltd.

As of 31 December 2016, according to data provided by the Borsa İstanbul, İş Yatırım had the following market shares in organised exchange transactions: 7.9% in Borsa İstanbul equity transactions, 2.6% in the "Outright Purchases and Sales" market of the "Bills & Bonds" market among brokerage houses and 11.4% in the stock futures market of the VIOP. According to data provided by the Borsa İstanbul, İş Yatırım was the second largest licensed brokerage firm in Turkey in terms of equity trading volume as of 31 December 2016. İş Yatırım was one of the founding partners of the VIOP, which commenced its operations in February 2005, and as of 31 December 2016 it continued to be one of the leading brokerage firms in terms of trading volume realised since the foundation of the market according to Borsa İstanbul data. İş Yatırım's consolidated net sales and net profit figures for 2016 were TL 47.8 billion and TL 53.9 million, respectively, while its consolidated assets and equity as of 31 December 2016 amounted to TL 6.5 billion and TL 880 million, respectively. In addition, as of 30 September 2016, İş Yatırım was the largest licensed brokerage firm in Turkey in terms of its paid-in capital, which was TL 355 million (source: Union of Turkish Brokerage Firms). In August 2016, Fitch Ratings Ltd. confirmed İş Yatırım's national long-term rating as "AA+."

Banking. Headquartered in Germany, İşbank AG was founded in 1992 as a wholly-owned subsidiary of the Bank. İşbank AG serves in key trading and financial markets with its European network (as of the date of this Base Prospectus) of 12 branches in Germany and one branch in each of The Netherlands, France, Switzerland and Bulgaria. One of İşbank AG's main priorities is the promotion of close commercial and business ties between Europe and Turkey. As of 31 December 2016, total assets and equity figures for İşbank AG were €1,400 million and €126 million, respectively, according to the unaudited financial statements of İşbank AG as of 31 December 2016.

As a way of expanding its banking activities in the region, on 27 April 2011 the Bank purchased 100% of the shares of Closed Joint Stock Company Bank Sofia operating in Russia after approval by the BRSA, the Russian Government Commission and the Russian Central Bank. The name of the bank was changed to Closed Joint Stock Company İşbank in October 2011 and (due to amendments in the applicable law) to JSC İşbank in September 2015. Headquartered in Moscow, the bank (as of the date of this Base Prospectus) had one branch and two affiliate branches in Moscow, St. Petersburg and Tatarstan. As of 31 December 2016, the bank had over 150 employees and its total assets and equity amounted to 13,755 million Russian Rubles and 3,929 million Russian Rubles, respectively, according to the bank's financials for 2016 (which year-end financials are, as of the date of this Base Prospectus) unaudited and are expected to be verified by the end of April 2017. The primary aim of the bank is to enhance and develop its corporate and commercial relationships with Turkish companies operating in Russia and with its Russian customers.

The Bank's Georgian entity, operating through branches in Batumi and Tbilisi, began to operate under the umbrella of "JSC İşbank Georgia" as of 3 August 2015. JSC İşbank Georgia's capital is (as of the date of this Base Prospectus) fully owned by the Bank. The bank's total assets and equity amounted to 271 million Georgian Lari and 31 million Georgian Lari, respectively, according to the bank's financials for 2016.

Other Financial Participations. The following table sets forth certain information, as of 31 December 2016, on other financial companies in which the Bank or the Bank and its subsidiaries and other affiliates own 20% or more of the outstanding share capital.

Company	Bank's Share	Shares owned by the Bank and the Bank's affiliates		Sector
Arap Türk Bankası A.Ş.	20.58%	20.58%		Banking
İş Faktoring A.Ş.	—	100.00%		Factoring
İş Girişim Sermayesi Yatırım Ortaklığı A.Ş.	—	57.67%		Venture Capital Inv. Trust
İş Portföy Yönetimi A.Ş.	—	100.00%		Asset Management
İş Yatırım Ortaklığı A.Ş.	—	38.66%		Securities Investment Trust
Efes Varlık Yönetim A.Ş.	—	100.00%		Asset Management
İş Investment Gulf Ltd.	—	100.00%		Representative Office
Maxis Investments Ltd.	—	100.00%		Brokerage House
TSKB Gayrimenkul Yatırım Ortaklığı A.Ş.	—	60.63%		REIT

Banking. Arap Türk Bankası A.Ş. functions mostly in commercial and corporate banking. The Bank does not have a control share in the bank and the Bank's direct share in the total capital of the bank was 20.58% as of 31 December 2016, which also indicates the Group's group share in the bank. As of 31 December 2016, consolidated total assets and equity of the bank amounted to TL 5,099 million and TL 654 million, respectively.

Factoring. The Bank had a 100% indirect group share in İş Faktoring A.Ş. ("*İş Faktoring*") as of 31 December 2016. The company had TL 3,025 million in total assets and TL 129 million in equity as of 31 December 2016, while its net factoring receivables amounted to TL 2,986 million as of the same date. As of the date of this Base Prospectus, İş Faktoring is fully consolidated under İş Leasing.

Venture Capital Investment Trust. İş Girişim Sermayesi Yatırım Ortaklığı A.Ş. ("*İş Girişim*") is a venture capital investment trust that was established in 2000 according to CMB rules and (as of 31 December 2016) is one of Turkey's largest private equity funds according to the CMB. In 2004, a 37.69% stake of İş Girişim was floated on the Borsa İstanbul. As of 31 December 2016, the Bank held a group share of 57.67% in the company through its subsidiaries, holding a paid-in capital amount of TL 74.7 million.

Being one of the most active and the very few local private equity houses, İş Girişim partners with Turkish companies to help them not only in Turkey but also globally to compete in their respective industries by sourcing acquisitions, enhancing operational efficiencies, facilitating new market expansions and designing the optimal capital structure to support them during the execution of their strategies.

İş Girişim's net profit for 2016 was TL 1.1 million (TL 0.8 million for 2015). The company's assets and equity as of 31 December 2016 amounted to TL 259 million and TL 256 million, respectively.

Asset Management. İş Portföy was founded in October 2000 as a subsidiary of the Bank. As of the date of this Base Prospectus, all of İş Portföy's shareholders are subsidiaries of the Bank. The company provides discretionary and non-discretionary asset management services mostly to institutional investors. Backed by experienced asset managers who inherited the Bank's mutual fund management know-how in Turkey, the company is the leader in its sector.

The size of assets managed by İş Portföy reached TL 26.3 billion as of 31 December 2016. As of such date, İş Portföy managed 47 mutual funds from various risk categories and had a market share of assets under management of 21.5% in a market size of TL 122.2 billion according to the CMB. Also, together with various pension funds that it manages for Anadolu Hayat Emeklilik, İş Portföy managed (as of such date) 33 pension funds and captured a 18.5% market share of (pension assets under management) out of a market size of TL 60.8 billion according to the CMB.

İş Portföy's operating income and net profit figures for 2016 were TL 9.9 million and TL 16.4 million, respectively (TL 7.6 million and TL 13 million, respectively, for 2015). The company's assets and equity as of 31 December 2016 amounted to TL 97 million and TL 93 million, respectively.

Securities Investment Trust. İş Yatırım Ortaklığı A.Ş. ("*İş Yatırım Ortaklığı*") is a securities investment trust that was founded in August 1995 and went public on the Borsa İstanbul in 1996. The Bank has an indirect control over İş Yatırım Ortaklığı through its subsidiaries. İş Yatırım Ortaklığı manages a portfolio composed of capital market instruments, gold and other precious metals and had the largest portfolio in the sector with a

market share of 53% according to data derived from the Public Disclosure Platform of the Borsa İstanbul, and the company had a net asset value of TL 235 million as of 31 December 2016. İş Yatırım Ortaklığı's net profit for 2016 was TL 19.2 million (TL 5.9 million for 2015) while, as of 31 December 2016, its assets and equity amounted to TL 235.3 million and TL 234.6 million, respectively.

Non-Financial Participations

In addition to its equity participations in the financial sector, the Bank holds equity stakes in companies whose businesses (such as glass) are outside of its core operations. In the past, the Bank has entered into a number of diversified equity participations as part of the promotion and development of Turkish industry and in areas in which its management believes investments provide a competitive rate of return. On rare occasions, the Bank has entered into equity participations with the aim of collecting its loans through debt-for-equity swaps. The Bank's non-financial participations represented 1.7% and 1.8% of its total assets as of 31 December 2015 and 2016, respectively. For 2015 and 2016, total dividend income received from its non-financial participations constituted 8.1% and 6.5%, respectively, of the Bank's net income. As of 31 December 2016, the only significant strategic non-financial equity participation of the Bank was Şişecam (with its subsidiaries, the "Şişecam Group"). Investment in the Şişecam Group is strategic in the sense that it has been a long-term investment of the Bank in a company with a strong market position in Turkey and neighbouring areas. The Bank's non-financial participations are not consolidated in the income statement of the consolidated BRSA Financial Statements; however, they are shown under the "Investments in Associates" and "Investments in Subsidiaries" line items at their market values for publicly traded non-financial participations and at their book values for the other non-financial participations in the consolidated BRSA Financial Statements.

Glass – Şişecam Group. As of 31 December 2016, the Bank held a 65.47% stake in the Şişecam Group, which was founded in 1935. With total assets of TL 19,152 million and total equity of TL 11,330 million as of 31 December 2016, the Şişecam Group operates mainly in the area of glass manufacturing (including flat glass, glassware and glass packaging) and the production of glass fibre, soda ash and chromium chemicals. The Şişecam Group's production facilities are located in 13 countries, namely Turkey, Egypt, Russia, Georgia, Bulgaria, Bosnia Herzegovina, Italy, Ukraine, Romania, Germany, Hungary, Slovakia and India. As of 31 December 2016, Şişecam's ranking in terms of glass production capacity varied by product category from third to fifth globally and from first to fifth within Europe according to company-specific analysis derived from various external sources.

Others. The following table sets forth certain information, as of 31 December 2016, about the other non-financial companies in which the Bank or the Bank's subsidiaries and other affiliates own(s) 20% or more of the outstanding share capital. None of these investments represented more than 0.16% of the Bank's assets as of such date.

Company	Bank's Share	Shares owned by the Bank and the Bank's affiliates	Sector
Bayek Tedavi Sağlık Hizm. ve İşl. A.Ş.	—	99.13%	Health Care Services
Camiş Yatırım Holding A.Ş.	99.97%	100.00%	Holding
İş Merkezleri Yönetim ve İşletim A.Ş.	86.33%	100.00%	Facility Management
İş Net Elek. Bilgi Üretim Dağ. Tic. ve İletişim Hizmetleri A.Ş.	94.65%	100.00%	Information Technologies
Softtech Yazılım Tek. Ar-Ge ve Yaz. Paz. Tic. A.Ş.	—	100.00%	Software
Trakya Yatırım Holding A.Ş.	65.34%	100.00%	Holding
Nemtaş Nemrut Liman İşletmeleri A.Ş.	99.81%	100.00%	Shipping
Kültür Yayınları İş Türk A.Ş.	99.17%	100.00%	Publication
Erişim Müşteri Hizmetleri A.Ş.	—	100.00%	Call Centre

Channel Management

As of 31 December 2016, the Bank, with its 1,351 domestic branches, had the most extensive branch network of all private sector banks in Turkey and had branches in every city in the country (source: Turkish Banks Association). Unlike most of its competitors, in addition to the branches in large cities, the Bank also has branches in rural districts.

Below is a table presenting the number of branches that the Bank had in each region of the country (plus foreign branches) as of 31 December 2016:

Regions	Branches
Marmara	520
Central Anatolia	240
Aegean	212
Mediterranean	153
Black Sea	114
South East Anatolia.....	66
Eastern Anatolia.....	46
Foreign Branches	23
Total	1,374

The Bank opened 47 new domestic branches in 2014 (three branches were consolidated with other branches during 2014), 26 new domestic branches in 2015 (five branches were consolidated with other branches during 2015), four domestic branches in 2016 (seven branches were consolidated with other branches during this period) and no new domestic branch in the first three months of 2017 (though one branch was consolidated with another branch during this period), and is continuing to seek opportunities to deploy new branches and ATMs. As well as developing its internet, telephone and mobile banking services in recent years, the Bank has maintained a strong focus on expanding its branch network, which it considers to be its core marketing and selling unit. Customer relationships are usually initiated and maintained at the branch level, while technical and marketing support or expertise needed to enhance customer relations is provided by the head office.

The Bank's domestic branches are arranged in the following categories depending upon the structure of their target markets and target customer segments and the variety of services provided:

- *Corporate Branches – 10 specialised corporate branches and one specialised branch for multinationals operating in Turkey as of 31 December 2016.* These branches provide specialised services to companies that meet the corporate qualification and size criteria determined by the Bank's head office.
- *Commercial Branches – 53 branches as of 31 December 2016.* These branches provide specialised services to companies within the commercial segment that meet the commercial qualification and size criteria determined by the Bank's head office.
- *Private Banking Branches – 14 branches as of 31 December 2016.* These branches provide tailored services to customers falling within the high net worth segment according to criteria determined by the Bank's head office as well as customers identified as being potential high net worth customers.
- *Mixed Branches – 1,273 branches as of 31 December 2016.* These are non-specialised branches whose services are not solely geared towards a specific segment of customers.

Branch openings are closely co-ordinated with ATM installation and electronic banking expansion.

In addition to its nationwide branch network, the Bank places great importance on its alternative distribution channels, including internet banking, mobile banking ("*İşCep*" and, for tablets, "*İşTablet*"), ATMs and telephone banking.

The Bank had 6,527 domestic ATMs as of 31 December 2016. Based upon data provided by the Interbank Card Centre, as of 31 December 2016, the Bank maintained the largest ATM network in Turkey among private commercial banks, with a market share of 13.5%. Since 1 October 2009, debit card users have been able to withdraw money from their bank accounts via ATMs from all banks nationwide. Transactions via different banks' ATMs are subject to a fee determined by the cardholder's bank. The Bank's management believes that, in having the largest ATM network and nationwide coverage, the Bank has been one of the banks that benefits the most from this universal access.

As of 31 December 2016, the Bank owned 204,801 point-of-sale terminals.

Below is a table presenting the Bank's percentage allocation of distribution channels (by transaction numbers) for the periods indicated:

	2014	2015	2016
Branches	19%	18%	15%
Non-branch	81%	82%	85%
ATMs	29%	28%	23%
Internet and Mobile	48%	50%	58%
Telephone (IVR)	2%	2%	2%
Call Centre	2%	2%	2%

The Bank was the first to offer non-branch banking in Turkey when its first "Bankamatik" ATMs were introduced in 1982. The Bank was the first bank in Turkey to introduce telephone banking based upon an IVR system (1996), offer internet banking (1997) and provide value-added channel transactions such as remote stock exchange transactions. The Bank was also the first in Turkey to offer a mobile phone banking service (İşCep) compatible with a wide range of mobile platforms.

All of the Bank's retail banking services and a substantial portion of the Bank's corporate banking services are fully computerised. All of the Bank's points of service, including branches and alternative distribution channels (including ATMs, point-of-sale terminals and call centres) are linked to the Bank's main data centre located at its head office in Istanbul, which gives the Bank the ability to centrally monitor and analyse services, while allowing most transactions to be executed on a real-time, online basis. The Bank has established a strong presence in the mobile banking market with the İşCep mobile application brand. As of 31 December 2016, customers can perform more than 500 transactions through the internet branch and more than 185 transactions through the "İşCep" mobile banking service.

Information Technology

The Bank's technology operations and initiatives are managed by two divisions: information technology and data management. These divisions employed almost 620 personnel, including approximately 400 professionals dedicated to installing, maintaining and operating the Bank's software applications and management information security and running the Headquarters Data Centre and branch IT infrastructure, as of 31 December 2016. In addition, two subsidiaries (Softtech and İşnet) provide application development and maintenance project management and systems operations/infrastructure services, respectively.

The Bank uses best practices such as COBIT, ITSM and CMMI, which are the most widely accepted development, service delivery, service support and IT governance standards. Most critical operational data and software are stored on mainframe computer systems. As of the date of this Base Prospectus, approximately 5,500 Windows/AIX-based servers are installed to host or support collaboration, e-mail, database, reporting services, applications servers, general ledger, payment systems, core banking, call centre, customer relationship management ("CRM"), internet banking web hosting of the Bank's websites and interactive voice response applications ("IVR"). The IT department of the Group reduced hardware-caused outages, as well as maintenance, power, space and other costs, by increasing the ratio of virtualised servers. WAN infrastructure is totally renewed and VOIP has become widespread.

The Bank's main data centre is located at its head office in İstanbul. The data centre is the main IT operation centre and connection point for the internet and the Bank's branches. The Bank also maintains other operation centres in İstanbul, which are used for certain business operations and a call centre.

The Bank has a contract with IBM to provide a disaster recovery solution for the Bank's critical systems. The IBM-operated centre is located in İzmir, Turkey. In the event of a disaster, natural or otherwise, whereby the Bank cannot operate its technology infrastructure, the IBM system is designed to act as a surrogate technology backbone providing all of the Bank's services to the branches and electronic banking systems. The IBM system is designed to allow the Bank to operate under as close-to-normal conditions as possible during such a disaster, although this system has never been required to date.

IBM Mainframe is commonly used for most of the core business areas. J2EE and .NET-based application servers have been chosen as the strategic growth platform for new emerging lines of business and business process management applications based upon a service-oriented architecture (SOA) backbone. In recent years, many end-user applications have been improved and modernised in both user interface and back office services by taking advantage of this new SOA backbone. The end-user application functionalities are enriched and empowered by data warehouse, CRM systems and business intelligence integrations. The Bank has

recently been working on the use of big data analytics for its business services. The Bank has established a strong presence in the mobile banking market with the İşCep mobile application brand.

The Bank has started a programme that focuses on the simplification of its IT architecture and standardisation of technology stacks to ease development and maintenance of applications and increase availability of the systems and platforms. The Bank has also started the process to build a new data centre that satisfies current and potential future technological requirements and improves IT resilience in order to enhance continuity of its business. The Bank has continued to invest in IT and new technologies to maintain its competitive position in the Turkish banking sector. The Bank's IT infrastructure is being continuously improved.

Lending Policies and Procedures

Credit Approval and Monitoring

The credit evaluation process in the Bank is designed in accordance with its lending policies, which are, in turn, based upon the principles of security, liquidity, profitability and credit risk rating. The credit evaluation process starts at the branch level but, in accordance with credit authorisation levels, may end within the branch, with the Consumer Loans Underwriting division, the SME Loans Underwriting Unit Regions, the SME Loans Underwriting division, the Corporate or Commercial Loans Underwriting divisions, the Credit Committee (which is comprised of the Deputy Chief Executive Officer or the Chief Executive Officer and two members of the Board of Directors) or the Board of Directors. These units are also supported by the Financial Analysis (company analysis), Economic Research (sector analysis) and Risk Management (credit risk analysis) divisions. For further discussion on the Bank's risk management policies, see "*Risk Management*."

The following table indicates the credit approval letter that is required as of the date hereof, which is based upon the size of the credit:

	Authorisation Limit
Board of Directors	> US\$30,000,000
Credit Committee.....	≤ US\$30,000,000
Chief Executive Officer	≤ US\$20,000,000
Deputy Chief Executive.....	≤ US\$12,000,000
Corporate, Commercial, SME and Consumer Loans Underwriting Division Managers.....	≤ US\$8,000,000
Corporate and Commercial Loans Underwriting Division Unit Managers	≤ US\$4,000,000
SME and Consumer Loans Underwriting Division Unit Managers	≤ US\$3,000,000
SME Loans Underwriting Unit Region Managers	≤ US\$1,500,000
Corporate, Commercial and SME Loans Underwriting Division Assistant Managers	≤ US\$1,000,000
Consumer Loans Underwriting Division Assistant Managers	≤ US\$500,000

In addition, as of the date hereof, the Bank's branches have limited authority to extend credit in the range of US\$20,000 to US\$1,000,000 according to their credit extension capacities.

Prior to extending credit, each loan application is assessed initially at the branch level. The analysis undertaken takes into consideration a number of criteria, including three years of financial statements of potential borrowers, standard credit ratios, levels of existing indebtedness, the prior relationship of the proposed borrower to the Bank, past credit history, various documentation relating to the operation of a potential borrower's business, the quality of the proposed security, if any, and evidence of income and personal statistics in the case of retail loans. In each case, the loan application form is then forwarded to the person(s) or committee with the authority to approve the loan. Loan authorities may revise the terms of the proposed loan or may request additional collateral before deciding whether to grant the loan. The decisions of credit offices are facilitated by the works of the Financial Analysis (company analysis), Economic Research (sector analysis) and Risk Management (credit risk analysis) divisions.

Corporate and commercial customers whose assigned loan limits exceed US\$1,000,000 or net sales exceed US\$8,000,000 are graded by an integrated rating system, which is derived monthly from the separate behavioural and application rating systems. SME and micro-enterprises are scored with integrated SME and micro scorecards that incorporate customer characteristics, financial ratios and internal and external behavioural information in different modules. Both of the scorecards are divided into three score bands according to the following levels of risk potential: insufficient, moderate and high. The scorecards are applied for each credit proposal of the firms in these segments and the output of the scorecard is used as a decision support system in the underwriting process.

For general purpose consumer loans, credit risk analysis is carried out by a decision engine and the results generated by such engine are categorised as follows: (a) automatic allocation (when the decision engine automatically allocates the credit for the branch to make the final decision), (b) branch allocation (when the customer's credibility requires specific evaluation of the branch), (c) head office allocation (when the credit amount exceeds the relevant branch's respective general purpose consumer loan authorisation limit or when the customer's credibility requires more specific evaluation) and (d) automatic rejection (when the risk evaluation criteria of the customer does not fit the Bank's risk appetite).

For residential mortgage loans and auto loans, credit risk analysis is carried out initially at the branch level. Where the credit amount exceeds the relevant branch's respective loan authorisation limit, loan offers are passed to the Head Office Consumer Loans Underwriting division for consideration and approval.

Customers' credit bureau records, the Bank's application scorecard results, Central Bank records and payable instalment amount (among others) are taken into account when assessing risks in relation to consumer loans, residential mortgage loans and auto loans.

The Bank's senior management regularly monitors the overall quality of the Bank's loan portfolio. In order to detect deteriorating positions in its corporate, commercial and SME loan portfolio in a more timely and efficient manner, integrated rating systems incorporate external behavioural information such as delinquency information from other banks and internal behavioural information such as level of exposure against the credit limit with respect to the Bank. All corporate, commercial and SME customers are monitored monthly. This is a supportive process for both decision-making on new credit assignments to existing customers and taking actions to prevent borrower default. In addition, the Credit Portfolio Monitoring division reviews relevant governmental regulations and internal bank policies and reports to the relevant authorities. The relevant loan authority and/or branches are then responsible for monitoring the credit to prevent borrower default. In addition, the Financial Analysis division and branches of the Bank are responsible for preparing financial analyses on a yearly basis using published financial statements and reviewing the credit exposure of customers to other financial institutions and customer payment history for such purposes based upon information supplied by the Turkish Banks Association Risk Centre.

Concentration Limits

The Bank has certain internal concentration limitations for its loan portfolio, which limitations are even more stringent than the regulations set by the BRSA. The Bank's internal regulations also differ from the BRSA regulations in certain ways, such as, in the Bank's internal approach, borrowers are separated into different limit categories and exposure to borrowers in each category is limited to a certain percentage of the Bank's own funds.

The following table shows the BRSA legal limits for each of the major concentrations as of the date hereof:

	<u>Turkish legislation</u>
A borrower's indebtedness/own funds ⁽¹⁾	25%
A group of borrower's indebtedness/own funds ⁽¹⁾	25%
The Bank's own risk group's indebtedness/own funds ⁽¹⁾	20%
Total of large loans cannot exceed the own funds over ^{(1) (2)}	800%

(1) Own funds calculated as the total of Tier 1 capital and Tier 2 capital as required by the BRSA under the relevant capital adequacy and equity regulations.

(2) Large loans are the loans made available to a real or legal person (or risk group) that equals or exceeds 10% of a bank's own funds.

Loan Classification and Provisioning Policy

The Turkish banking regulations require Turkish banks to classify their total loan portfolio and provide certain amount of loan loss reserves. See "*Turkish Regulatory Environment – Loan Loss Reserves*." See also the table in "*Portfolio Supervision and NPLs*" below for details of the movements in the Group's NPL portfolio as of each of the indicated dates.

Portfolio Supervision and NPLs

Where a loan becomes impaired due to a delay in its principal or interest repayment of more than 90 days, the Bank classifies the loan as an NPL and classifies it under Group III as set out in the Turkish regulations. Accrued but uncollected interest must be deducted from revenue records. Interest on such a loan cannot be recorded as income unless collected. Furthermore, restructured loans are transferred to the “Renewed and Restructured Loans Account” according to collection performance as defined in the related decree. The amount of NPLs restructured and transferred to the “Renewed and Restructured Loans Account” in 2016, 2015 and 2014 totaled TL 29.8 million, TL 34.0 million and TL 44.9 million, respectively. The ratio of restructured NPLs to total NPLs as of 31 December 2016, 2015 and 2014 was 0.60%, 0.94% and 1.86%, respectively. Other loans that are not classified as NPLs may also be restructured. As of 31 December 2016, restructured performing loans constituted 3.65% of the Bank’s total performing loan portfolio.

Due to its high recovery rates, historically the Bank has, in general, given priority to the recovery of NPLs through negotiations and initiating legal proceedings as opposed to sales. As of the date of this Base Prospectus, the Bank prefers to use negotiations to work-out NPLs over legal procedure, as legal procedures are a lengthier and costlier process. Before 2009, the Bank managed its NPL portfolio through recovery alone; *however*, the Bank has periodically sold NPL portfolio when the market conditions were attractive. NPLs that are sold may be written off either before or at the time of sale. The following table sets forth details of the movements in the Group’s NPL portfolio as of each of the indicated dates.

	As of 31 December		
	2014	2015	2016
Balance at the beginning of the period	2,476	2,700	3,920
Additions ⁽¹⁾	1,799	2,611	3,411
Recoveries ⁽²⁾	1,159	1,180	1,615
Portfolio sale	272	189	403
Write-off ⁽²⁾	144	22	40
Balance at the end of the period	2,700	3,920	5,273

(1) Including foreign currency effect.

(2) Excluding portfolio sales.

The following table sets forth details of the Group’s renewed and restructured loan accounts as of the indicated dates.

	As of 31 December		
	2014	2015	2016
		(TL millions)	
Renewed and restructured loan accounts	5,371	5,681	7,708

Loan Portfolio Quality

The following table sets forth details of the Bank’s NPL ratios as of each of the indicated dates.

	As of 31 December		
	2014	2015	2016
Total NPL (TL million)	2,421	3,604	4,944
Coverage Ratio	76.9%	75.1%	77.5%
NPL Ratio	1.5%	2.0%	2.4%

The following table sets forth details of the Bank’s NPL ratios by loan categories as of each of the indicated dates.

	As of 31 December		
	2014	2015	2016
Consumer loans ⁽¹⁾	1.6%	2.0%	2.2%
Credit card loans	4.0%	4.9%	5.0%
Total Loans	1.5%	2.0%	2.4%

(1) Including retail overdraft accounts.

As of 31 December 2016, the Bank's NPL ratios were 2.2%, 5.0% and 2.4% for consumer loans, credit card loans and total loans, respectively, each lower than the sector averages (source for sector averages: BRSA). The Bank's NPL ratios for the same segments as of 31 December 2015 were 2.0%, 4.9% and 2.0%, respectively.

Related Party Transactions

All related party transactions of the Bank are subject to the same approval procedures as those applicable to its customers (see "*Lending Policies and Procedures*" above).

The Banking Law places limits on a bank's exposure to related parties. Under the Banking Law, the total amount of loans to be extended by a bank to its risk group must not be more than 20% of its own funds. As of 31 December 2016, the Bank's total net exposure to its risk group totalled TL 2.674 million, an amount corresponding to 6.8% of its own funds. The Bank was therefore within the limits of the Banking Law in terms of its exposure to its subsidiaries and other affiliates.

In addition, the Banking Law limits the total amount of loans to be made available by banks: (a) to all shareholders, irrespective of whether they are dominant partners or whether they own qualified shares (excluding those that have a less-than 1% share in the capital of a bank), and (b) to their risk group, which amount is 50% of a bank's own funds. With a negligible amount of exposure to its shareholders and their risk group as of 31 December 2016, the Bank was well within the limits set by the BRSA.

Employees and Benefits

The following table sets forth the number of employees as of the indicated dates.

	Employees
31 December 2014.....	24,308
31 December 2015.....	25,157
31 December 2016.....	24,756

The Bank focuses on ensuring that employees have the level of education suitable for operational effectiveness and a career at the Bank. As of 31 December 2016, 17.5% of the Bank's employees had only a secondary school education, 2.2% were graduates of two or three years at college, 71.1% were graduates of universities relating to the banking industry, 5.1% were graduates of other universities and 4.2% had postgraduate degrees. Historically, the Bank has sought to maximise the opportunity for career development for its employees, with all positions filled through internal promotions and assignments as possible.

The Bank's workforce accounted for 11.7% of all banking industry employees in Turkey as of 31 December 2016 according to the Turkish Banks Association. The Bank's personnel turnover rate (*i.e.*, resignations excluding retirees) has been very low, amounting to 2.8%, 2.2% and 2.2% in 2014, 2015 and 2016, respectively. As of 31 December 2016, the Bank's employees (excluding security guards) had, on average, approximately 11.2 years of experience in the Bank and an average age of approximately 36.4 years. The Bank places a high priority on personnel training and career development. Through its staff training department, the Bank operates training programmes focusing on skills appropriate to the operations to be performed.

Almost all of the Bank's employees are members of Basisen, a Turkish union for the banking and insurance industries. Basisen and the Bank are parties to a collective bargaining agreement, which was signed in July 2016 and will be effective until 31 December 2017. The Bank's management believes that the Bank has good relations with Basisen, the sole union associated with the Bank.

Turkish employees of the Bank participate in two private pension funds. All employees are members of Türkiye İş Bankası A.Ş. Emekli Sandığı Vakfı (the "*İşbank Pension Fund*"), which was established and operates under Turkish social security regulations. In addition, the majority of the Bank's employees participate in the İşbank Personnel Supplementary Pension Fund. The Bank and its employees contribute to both pension funds. On retirement, the İşbank Personnel Supplementary Pension Fund makes an additional lump-sum retirement payment.

The Council of Ministers of Turkey is authorised to determine the date for pension funds, such as the İşbank Personnel Supplementary Pension Fund, to transfer their payment obligations to the contributors of such funds, those who receive salaries or income from these funds and their rightful beneficiaries to the Social Security Institution. In line with the law, the Bank has actuarial valuations made for the aforementioned pension

fund and, as applicable based upon the resulting report, a provision for any actuarial and technical deficit is recorded in the Bank's financial statements.

Legal Proceedings

In the normal course of its business, the Bank is party to certain legal proceedings, whether as plaintiff or defendant, but the Bank's management does not believe that any such proceedings, individually or taken together, are likely to have a material adverse effect on the business of the Group or on the results of its operations or financial condition.

In relation to a legal proceeding against certain current and past senior managers of the Bank, see "*Management – Legal Proceedings.*"

Tax Audit

The Bank made payments to the İşbank Personnel Supplementary Pension Fund, a foundation established according to Turkish Commercial Law and Turkish Civil Law in order to fulfil the Bank's liabilities under the Articles of Foundation of the İşbank Personnel Supplementary Pension Fund and relevant laws. In relation to these payments made by the Bank, the tax auditors conducted an inspection and claimed that the payments should have been considered as wages and subject to withholding tax as the beneficiaries of the payments were the employees of the Bank.

Based upon initial auditor reports for 2007 and 2008, the Turkish tax authorities claimed in 2012 that the wages paid for such liabilities are subject to withholding tax and stamp tax and notified the Bank for the payment of TL 74 million for the total amount of tax and penalties. A similar assessment was made in 2013 for TL 152 million relating to 2009, 2010 and 2011. The Bank filed lawsuits to cancel these tax assessments and some of the resulting decisions were determined in favour of the Bank and some were determined against the Bank.

The Bank applied to the Constitutional Court and one of the Bank's applications resulted with a Constitutional Court's decision dated 12 November 2014, which was published in the Official Gazette No. 29274 dated 21 February 2015. This decision determined that there was no legal basis for the Bank to pay tax for its contributions to the relevant pension fund and, as such, that the corresponding assessments were improper and should be returned to the Bank (with interest).

An inspection was also made in 2013 relating to similar foundations to which other Group companies make payments, and the related tax penalties totalled TL 33 million. These companies also filed lawsuits to cancel these tax assessments and some of the resulting decisions determined in favour of these companies and some of them were determined against them.

While there can be no certainty on the legal process, in line with the Constitutional Court decision described above, the Bank's management anticipates that lawsuits related to the periods 2007, 2008, 2009, 2010 and 2011 will be determined in favour of the Bank and the Group companies. Within the context of these developments, the Group's provisions amounting to TL 217 million allocated for 2007, 2008, 2009, 2010 and 2011 have been reversed. The Bank's management will decide on the provisions, allocated for the periods starting with 2012, considering the upcoming developments. As of 31 December 2016, the Group's allocated provisions amounted to TL 44 million (TL 40 million as of 31 December 2015).

Anti-Money Laundering and Combating the Financing of Terrorism Policies

Turkey is a member country of the FATF and has enacted laws and regulations to combat money laundering, terrorist financing and other financial crimes. Minimum standards and duties include customer identification, record keeping, suspicious activity reporting, employee training, an audit function and designation of a compliance officer. Suspicious transactions must be reported to the Turkish Financial Intelligence Unit, the Financial Crimes Investigation Board (the "*FCIB*"). In Turkey, all banks and their employees are obliged to implement and fulfil certain requirements regarding the treatment of activities that may be referred to as money-laundering.

The main provisions of the applicable law include regulation of: (a) client identification, (b) reporting of suspicious activity, (c) training, internal audit and control, risk management systems and other measures, (d) periodical reporting, (e) information and document disclosure, (f) retention of records and data, (g) data access

systems to public records, (h) protection of individuals and legal entities and (i) written declaration of beneficial owners by transacting customers, among other provisions.

To ensure that the Bank and its financial subsidiaries are not used as an intermediary in money laundering and other criminal activities, a programme of compliance with the obligations of anti-money laundering and combating the financing of terrorism rules, which is to be followed by all employees, has been implemented throughout the Bank and its financial subsidiaries. This programme includes written policies and procedures, assigning a compliance officer to monitor this matter, an audit and review function to test the robustness of anti-money-laundering policies and procedures, monitoring and auditing customer activities and transactions in accordance with anti-money laundering legislation and regulations and employee training.

Compliance with OFAC Rules

OFAC administers regulations that restrict the ability of U.S. persons to invest in, or otherwise engage in business with, Sanction Targets. Before opening an account for, or entering into any transaction with, a customer, the Bank ensures that such customer is not listed as a Sanction Target. In addition, the names of all customers and all incoming and outgoing transactions are continuously and automatically screened against the list of Sanction Targets. All daily transactions are further reviewed for compliance with OFAC rules by the Bank. Accordingly, the Bank's policies restrict the Bank from engaging in any prohibited business investments and transactions with Sanction Targets.

Credit Ratings

Each of the Bank's credit ratings from Standard & Poor's, Moody's and Fitch as of the date of this Base Prospectus are set out below. Each of these rating agencies is established in the EU and is registered under Regulation (EU) No. 1060/2009, as amended. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

Standard & Poor's (31 January 2017)

Foreign Currency Issuer Credit Ratings (Long Term/Outlook/Short-Term)	BB / (Negative) / B
Local Currency Issuer Credit Ratings (Long Term/Outlook/Short-Term)	BB / (Negative) / B
Turkish National Scale (Long Term/Short-Term)	trAA- / trA-1

Moody's (20 March 2017)

Bank Deposit Foreign Currency (Long Term/Outlook/Short-Term)	Ba2 / Negative / Not Prime
Bank Deposit Local Currency (Long Term/Outlook/Short-Term)	Ba1 / Negative / Not Prime
Foreign Currency Issuer (Long Term/Outlook)	Ba1 / Negative
Foreign Currency Subordinated Debt (Long Term/Short-Term)	Ba3 / B1 (hyb)

Fitch (2 February 2017)

Foreign Currency Issuer Default Rating (Long Term/Outlook/Short-Term)	BB+/ Stable/ B
Local Currency Issuer Default Rating (Long Term/Outlook/Short-Term)	BB+/ Stable / B
National Long Term Rating	AA+(tur) / Stable
Viability Rating	bb+
Support Rating	4
Support Rating Floor	B+

MORTGAGE ORIGINATION, APPROVAL AND SERVICING

The Bank's residential mortgage loan portfolio is almost entirely generated by the Bank, which also services its own residential mortgage loan portfolio. The following summarises the Bank's mortgage loan products, their origination process, the Bank's approval process and its servicing of the residential mortgage loan portfolio.

Products. The Bank only originates fixed rate residential mortgage loans, which the borrowers principally use for the purchase of new residential real estate. While the Bank offers payment plan-based products (*i.e.*, loans with increasing or decreasing instalment payments), the Bank's clients primarily elect loans with equal instalment payments through the maturity date.

In addition to standard residential mortgage loans, the Bank offers its customers "transfer mortgage loans" and "restructuring mortgage loans." Transfer mortgage loans are offered to applicants who are transferring to the Bank a mortgage loan contracted with another bank, which a borrower principally does in order to obtain more attractive loan conditions. Restructuring mortgage loans are offered by the Bank to customers that have an outstanding mortgage loan with the Bank in order to: (a) prevent its customers from transferring its debt to another bank primarily due to an increase in interest rates or (b) assist a borrower that is in financial difficulty. In restructuring loans, the Bank offers a lower interest rate and/or longer payment periods with lower instalment amounts compared to the then-current loan.

All residential mortgage loans are secured by establishing a first ranking lien on the corresponding real property. In transfer mortgage loans, a second ranking lien is created initially but then becomes a first ranking lien upon payment of the outstanding amount of the mortgage loan that is being replaced.

The final maturity of residential mortgage loans made by the Bank is typically between five and 10 years. The weighted average age of residential mortgage loans held by the Bank as of 31 December 2016 was approximately eight years (96 months). Based upon the outstanding principal amount of residential mortgage loans, the Bank had a market share of approximately 11.0% as of 31 December 2015 (source: BRSA).

Origination. All of the Bank's mortgage loans are provided through the Bank's branches; *however*, a customer may also submit an application through the internet, a call centre or a real estate agent, which application is subsequently directed to a branch of the Bank to initiate the origination process.

The Bank's branches (together with the applications directed from call centres) initiated the origination process for all residential mortgage loans originated by the Bank in 2016. The Bank had 1,351 branches in Turkey as of 31 December 2016, all of which are eligible to originate mortgage loans; *however*, the Bank's corporate branches (11 as of 31 December 2016) only originate mortgage loans for corporations.

Approval. Upon submission of a mortgage loan application (and receipt of such application by a branch), the relevant branch initiates the approval process by gathering information and documents from and about the applicant (*e.g.*, identification cards, income statements, employment details and credit history). All branches have an authorisation level for the credit amount and assesses the creditworthiness of its customers. If a customer does not receive a sufficient score, the branch cannot grant the loan; *however*, such branch may request authorisation from the head office Retail Loan Department. If the mortgage credit is assessed to be creditworthy, then the Bank initiates the process to obtain an appraisal report for the applicable real property.

This appraisal report is an important part of the approval process, with each appraisal report being prepared by an independent appraisal firm. Three independent regulatory institutions (the BRSA, the CMB and the Appraisers Association of Turkey (*Türkiye Değerleme Uzmanları Birliği*)) monitor and authorise real property appraisal businesses in Turkey and, as of 31 December 2016, there were 130 real estate companies licensed by both the CMB and BRSA.

The appraisal companies each use three appraisal methodologies for each property: a comparison approach, an income approach and a cost approach. Upon receiving a mortgage loan application, the Bank initiates the valuation process by entering information regarding the applicable real property and its title to the Bank's internal valuation portal, which randomly selects an independent appraisal firm and forwards the request to the selected firm. Following receipt of an appraisal order, an appraiser will: (a) visit the relevant Land Registry Office, municipality and (for on-site measurements) the real property to be mortgaged, (b) conduct research regarding reference values and (c) prepare and submit an appraisal report to the Bank. The technical staff at the Bank's Real Estate Department reviews the report according to the Bank's internal rules and

compares it with relevant precedents. Subsequently, such department submits the report to the relevant branch that initiated the valuation process.

The Bank undertakes an evaluation of the requested loan using an internally developed scoring process that rates applicants based upon various criteria. Where a co-signer or guarantor would be liable on the mortgage loan, the analysis of the application also takes their creditworthiness into account.

In this analysis, the Bank (upon receipt of all needed information) undertakes a credit assessment of the applicant using the same processes applicable to other potential credits to such an applicant and evaluates the credit application. Considerations in this analysis include whether the applicant is a private or public sector employee, a self-employed individual, a shareholder of a company, an individual receiving a pension from the social security institution of Turkey or the Bank, an individual with additional income such as rent or interest income or a payroll customer of the Bank. As of 31 December 2016, employed workers are the principal customers of the Bank's residential mortgage loan business and the average age of the Bank's residential mortgage loan borrowers was approximately 43.2 years old.

An employee of a branch collects various information about each applicant through the credit application system, including the following: (a) the profession, income and address of the customer, (b) the income of the applicant's family; *provided* that his/her spouse, parent(s) or children reside in the same house with the applicant and co-sign(s) or guarantee(s) the loan agreement to be liable on the mortgage loan, (c) debt-to-income ratio, which reflects the ratio of the applicant and (if applicable) his/her family's monthly gross income to their overall debts, (d) age of the applicant, (e) purpose, maturity and amount of the requested credit, which cannot exceed 80% of the appraised property value, (f) age of the property and (g) the construction status of the property.

As of the date of this Base Prospectus, a branch is required to obtain authorisation from the Bank's headquarters for the following: (a) a loan for which the requested credit amount exceeds the applicable authorisation level, (b) the customer's scores are below the required levels, (c) a loan to a borrower with a loan to value ratio that exceeds 80%, which is only to be approved with an additional house pledge or cash reserve at the Bank, (d) a loan for a property for which the construction level is below 75% or (e) a loan for a customer that has defaulted once previously and has a loan that has been impaired. On 27 September 2016, the BRSA, by way of an amendment to the Regulation on Loan Transactions of Banks, increased the LTV ratio applicable for the loans and receivables resulting from housing finance, from 75% to 80%.

The Bank gathers certain information from third parties, such as the Turkish Banks Association Risk Centre or Turkey's credit bureaus, while other information comes directly from the Bank's history with the applicant (*e.g.*, is he or she a payroll customer of the Bank or has he or she obtained loans from the Bank in the past?). The Bank also requests additional documents and information from the applicants to verify their income level, such as: (a) from an applicant declaring rental income, a related lease contract or bank account statement, (b) from a private sector employee, an income statement from the company, confirmation from the employer verifying such employment and verification from the online portal of the Social Security Institution of Turkey (*Sosyal Güvenlik Kurumu*), and (c) from a public sector employee, the most recent income statement of the employee signed by the employer and confirmation from the employer verifying any lien on the monthly income of the employee.

The re-payment capacity and debt level of a residential mortgage applicant are the primary factors in determining the limit for any credit that might be provided to the applicant. The reasons that most frequently result in the rejection of a residential mortgage loan application include: (a) a history of non-payment, including any disclosed in the applicant's report from Turkey's credit bureau, (b) negative records of the applicant in the Bank's own database based upon the Bank's history with the applicant, (c) appearance of the applicant in the blacklist of the Bank's fraud database, (d) incomplete or false information in the application documentation and (e) insufficient monthly income of the applicant.

The information and documents collected and verified during the credit application process are maintained in the Bank's internal systems and are used for control purposes. The credit utilisation documents are printed in the branch, while other documents are kept in the Bank's electronic archive system and may be accessed by the audit department or the credit approval authority online.

Servicing. If a borrower misses a payment, then the Bank labels the loan as "delinquent" and the loan is monitored by the Loan Monitoring and Recovery department. The Bank has developed special software for the branches to analyse the delinquent loans in their customers' portfolios.

Centralised collection efforts start with a segmentation process, in which the loans are segmented by criteria such as age, behavior score, outstanding balance, number of missed instalments and delinquency in other accounts. Centralised collection actions (such as SMS messages, phone calls and warning letters) are used until a mortgage loan is 75 days in arrears. Special software systems are used in order to manage segmentation, collection actions and operations.

The Bank sends a warning letter via public notary if the outstanding loan amount is (as of the date of this Base Prospectus) TL 30,000 or above. If the outstanding loan amount is (as of the date of this Base Prospectus) less than TL 30,000, then the Bank sends a letter with return receipt. The Bank sends a warning letter when the loan is 37 days in arrears, but does not send another letter until the loan becomes one payment delinquent again (*i.e.*, if the loan continues to be two payments delinquent regularly, then the Bank does not send additional warning letters during that period). When the loan reaches 75 days in arrears, the Bank informs its relevant branch and regional office for further collection efforts.

The Bank also provides a customer the option to restructure the delinquent loan in compliance with applicable law.

If a customer pays the requisite amount or agrees with the Bank on a restructuring terms before the loan is 90 days in arrears, then the Bank removes the loan from its delinquency list and applies regular monitoring for subsequent instalment payments. If a customer makes a partial payment that covers at least one instalment, then the Bank takes the necessary actions considering the reduced delinquency period and the outstanding amount. If the customer does not make any payment or the amount of the partial payment is less than one delinquent instalment amount, then the loan is classified as a non-performing loan. According to the applicable law, the Bank is required to wait at least 30 days upon receipt of the warning letter by the delinquent customer for a loan to be in default and for the foreclosure process to start; *however*, in practice, the Bank prefers to wait until the loan is 90 days in arrears prior to classifying the loan as a non-performing loan.

Once a mortgage loan is 90 days in arrears, relevant information is logged into the system and the loan is transferred to the Bank's legal services department for legal process or other appropriate remedial action. If the outstanding loan amount is below TL 100,000, then the Bank outsources the legal process to external lawyers; *however*, if the outstanding loan amount is above TL 100,000, then the Bank's internal legal teams are responsible for initiating the legal process.

Once a mortgage loan is 90 days in arrears, the loan is classified as a non-performing loan and transferred to the "default accounts," which are added to the portfolio of the Bank's relevant Risk Recovery Division (*i.e.*, Retail Loans Monitoring and Recovery Division or Commercial and Corporate Loans Monitoring and Recovery Division, depending only upon the outstanding loan amount). The Risk Recovery Departments aim to collect the loan and liquidate the property as soon as possible.

Where legal process is initiated, the Bank issues a warrant of execution and submits an application for the appraisal of the mortgaged property via the office of a Turkish bailiff. The bailiff commences a public auction for the mortgaged property and starts with a minimum bid price of 50% of the appraised value. If the property cannot be sold at the first auction, then a second public auction is announced for a date at least 25 days after the first auction and the minimum bid price is again set at 50% of the appraised value. In both auctions, the Bank has the option to buy the property and terminate the loan. Following a legally required objection period provided to the debtor, the bailiff finalises the sale of the property to the winning bidder and transfers to the Bank the amount required to repay the mortgage loan in full (or as much thereof as possible). The period of collection may be extended due to: (a) the debtor making an objection to the appraisal value of the real estate (in which case the debtor must present a final decision of the enforcement court) and (b) the debtor initiating a lawsuit for cancellation of the auction. If the amount from the sale is not sufficient to repay the mortgage loan in full, then further legal process is pursued by the Bank against other assets of the borrower to ensure full recovery.

The ratio of NPLs in the Bank's portfolio of residential mortgage loans was 0.4% as of 31 December 2016, as compared to 0.5% in the Turkish banking sector as of the same date according to the BRSA. The recovery rate of the Bank's residential mortgage loan NPLs was (in 2016): (a) 63.7% in the first 12 months after the initial payment default, (b) 87.4% in the first 24 months after the initial payment default and (c) 91.1% in the first 36 months after the initial payment default, largely representing value obtained through the sale of the related mortgaged property.

RISK MANAGEMENT

General

The Bank's management believes that assessment and control of risk is critical to the Group's success. The Bank closely identifies, measures, monitors and manages the risks arising from the Group's operations. The Bank monitors and manages the mismatch of maturities, the size and degree of interest rate and exchange rate exposure and its counterparty credit quality in order to minimise the effect of these risks on profitability. The Group's current system of risk control and risk management, including the Group's operational risk framework, operational risk policy, application principles and disaster recovery plan, has been in place since 2002. The Bank has the following risk policies in place that are approved by its Board of Directors: a capital adequacy policy, an operational risk policy, a credit risk policy, an asset liability management policy, an information technology risk policy, consolidated risk policy and a reputational risk policy. The scope of these policies, which have been established in line with international practices, includes information regarding the general organisation and scope of the risk management function, the methods of measuring risks, the liabilities related to risk management, the methods of identifying risk limits and how violations of risk limits are to be monitored. The Group's system of risk control and risk management is reviewed and modified as necessary and is integrated into the Group's internal systems for planning, management and control.

The Bank continues to maintain and further develop its risk management system, which has been established both to meet its internal risk management needs and to comply with its legal and regulatory requirements, including the Basel criteria and the BRSA's regulations. Risk management personnel are also involved in risk, control and compliance analysis processes of the Bank's new products and services. The process comprises not only new but also expanded or modified products and services that may have significant effect on the Bank's risk profile. During this process, the "Internal Systems" group conducts risk, control and compliance due diligence and, throughout the process, Risk Management personnel are responsible for ensuring that all potential risks that may affect the Bank's business strategy and risk profile are analysed and conveyed to the related parties.

Internal Systems

The Bank's "Internal Systems" group is comprised of the Bank's Board of Inspectors, the Internal Control division, the Risk Management division and the Corporate Compliance division. This system has been structured based upon management's assessment of best market practices in Turkey and internationally and in accordance with the principles and organisational set-up required by Turkish regulations. The Bank applies sophisticated risk management methods and techniques available in the international banking arena. Risk management is a dynamic process for the Group, evolving alongside developments in international practices and regulations.

The Board of Inspectors and Internal Control, Risk Management and Corporate Compliance divisions report to the Board of Directors through the Audit Committee.

Board of Inspectors

The Board of Inspectors aims to ensure that the activities of the Bank are fully and efficiently implemented in compliance with all applicable laws and corporate regulations. It also serves to secure the accuracy, reliability, completeness and timeliness of all financial and management information.

The scope of the audit process covers all activities and units of the Group. The branches, head office units, subsidiaries, associates and financial participations, information technology and banking processes are periodically audited in accordance with the Bank's audit plan, which is based upon risk-based methodology. Other than these periodic, risk-based audits, the Bank also performs special audits upon the request of the Board of Directors or the Audit Committee.

The audit process includes both the on-site and off-site examination of all material information, accounts, records and documents and all other factors that may affect the operations of the Bank. The Board of Inspectors also assesses the adequacy and effectiveness of the internal control, risk management and compliance systems.

Internal Control Division

The Internal Control Division focuses on the internal control system of the Bank, which is structured within the BRSA framework.

The Internal Control Division aims to examine, monitor, design and co-ordinate the Bank's internal control activities to enable banking activities to be carried out along the objectives, principles and provisions laid down by the Bank's management, and the legislation and regulations in effect, in a secure and efficient manner. Controls on compliance with the relevant laws and regulations, controls on assets, limits, approval and authorisation, IT controls and controls on financial reporting systems are implemented in accordance with the charter of the Internal Control Division, with the objective of achieving a strong and efficient internal control system in relation to the Bank's banking operations.

The Internal Control Division monitors the design and effectiveness of the operating process of the internal control activities carried out by the relevant units. For this purpose, the Internal Control Division performs onsite and/or remote controls with a risk-focused approach, covering the Bank's branches in Turkey and abroad, financial reporting and information systems, head office divisions and all subsidiaries that are subject to consolidation.

Risk Management Group

The Risk Management Division, which acts through the Risk Committee and forms a functional constituent of the risk management function, carries out the work to ensure that the Bank's compliance with capital adequacy requirements is in accordance with the Basel framework and is consistent with international best practices. In addition, the Risk Management Division works towards developing and validating risk measurement methodologies and optimising the capital adequacy management process.

The Risk Management Division is made up of the Risk Committee as well as the Credit Risk unit, Validation unit, Asset Liability Management Risk unit, Operational Risk unit and Subsidiary Risk unit operating under the Risk Management Division. The Risk Management Division is responsible for measuring, monitoring, analysing and reporting on both financial and non-financial risks.

Corporate Compliance Division

The Corporate Compliance Division is responsible for: (a) the co-ordination of compliance functions and activities implemented in the Bank's branches and head office divisions and (b) monitoring compliance activities of financial subsidiaries of the Bank. The Corporate Compliance Division consists of four sub-units, namely the Corporate Compliance unit, the Banking Activities Compliance unit, the Fiscal Offences unit and the Capital Markets Instruments Suspicious Transactions Investigation unit. Together, these units aim to contribute towards the internal management of compliance risk, ensuring that the Bank remains in compliance with the relevant legislation, regulations and standards.

The duties and responsibilities of the Compliance Officer as set out in the Prevention of Laundering Proceeds of Crime Law (as described in “-Anti Money Laundering and Combating Financing of Terrorism Policies” below) and other relevant regulations are fulfilled by the Head of the Bank's Corporate Compliance division in his capacity as Compliance Officer of the Bank.

Treasury Division

The Treasury Division is responsible for managing and implementing the Bank's asset and liability positions on a day-to-day basis with a special emphasis on Turkish Lira and foreign currency liquidity, ensuring the availability of funds for all products and services distributed through the Bank's network.

The Treasury Division's activities are held in the domestic and international money, currency and capital markets. The Treasury division also has the responsibility of determining the fund transfer pricing (“FTP”) of Turkish Lira and foreign currency-denominated loans and deposits.

The Treasury Division consists of separate groups concentrating on different activities such as Turkish Lira liquidity and securities portfolio management, foreign currency liquidity and securities portfolio management, Turkish Lira/foreign currency trading through both international and domestic foreign exchange markets and the pricing of derivative products. Apart from these trading floor activities, the Treasury division employs personnel from the Bank's back office operations. The risk exposure arising from changes in market

conditions, counterparty risk and liquidity risks are monitored on a daily basis by a separate desk within the Treasury division. The Asset and Liability Management desk of the Treasury division is responsible for determining FTP, developing business strategies based upon developments in the banking system and reporting results.

The Treasury Division's activities include, among others, the following:

- (a) managing the Bank's liquidity position,
- (b) managing the Bank's investment portfolio,
- (c) daily trading in order to enable the Bank to benefit from any advantageous market opportunities,
- (d) managing the Bank's net foreign currency position, ensuring that it remains within the limits set by the Turkish banking authorities and the risk appetite of the Bank as set by its Board of Directors,
- (e) managing the composition of any long or short foreign currency position,
- (f) utilising derivative instruments, such as currency and interest rates swaps, as well as forward, futures and options transactions, for general hedging purposes,
- (g) determining the Bank's Turkish Lira/foreign currency rates, which are used by its branches in pricing Turkish Lira/foreign currency transactions for their clients,
- (h) managing the Bank's foreign currency cash stocks and providing services to domestic banks enabling the transportation of their foreign currency denominated cash from Turkey to a related country,
- (i) pricing high volume Turkish Lira and foreign currency-denominated deposits of financial institutions and charities similar to the money market transactions in terms of pricing besides the determination of FTP for both Turkish Lira and foreign currency-denominated loans and deposits,
- (j) pricing structured finance deals and bilateral loans,
- (k) mitigating counterparty risk arising from treasury transactions through ISDA Credit Support Annex related collateral management,
- (l) monitoring market risk on the Bank's trading book via the traders limit system, and
- (m) finalising the operational processes of the Bank's front office transactions, including the management of Turkish Lira and foreign currency money transfers.

Asset Liability Management

The main responsibility of the Treasury Division is to manage the Bank's assets and liabilities in accordance with the strategies set by the Asset and Liability Committee ("ALCO"). The ALCO is responsible for forming and overseeing the implementation of the asset and liability management strategy of the Bank and its objective is to structure the Bank's balance sheet in view of liquidity needs and market risk (both interest rate and exchange rate risks), while ensuring that the Bank has adequate capital and is using its capital to maximise net interest income. The ALCO generally meets monthly, or more frequently if necessary, to review the Bank's risk exposure, set the Bank's policy for risk exposure (arising from its positions in respect of loans, investment securities and deposits in terms of market risk, together with risks arising from inflation rates, the Bank's liquidity position, capital adequacy and the macro-economic environment including domestic and international political and economic events), determine the Bank's strategies for interest rate levels and terms for loan deposits and determine maturities and the pricing of loans and deposits. The ALCO also supervises the implementation process relating to these decisions.

The ALCO is chaired by the Bank's Deputy Chief Executive who is also responsible for the Treasury division. The other Deputy Chief Executives who attend ALCO meetings are those in charge of the following functions: corporate and commercial banking, corporate and commercial loan underwriting, credit risk management and portfolio monitoring and SME loans underwriting, retail and private banking, strategy and corporate performance management, capital markets and international banking, subsidiaries and financial management. The Head of the Treasury division is also a member of the ALCO and is in charge of coordinating and reporting with respect to ALCO meetings.

The ALCO sets the Bank's policies for interest rate levels and the terms for loans and deposits and makes decisions regarding the maturities and pricing of loans and deposits. Every week, a sub-committee of the ALCO, the Asset and Liability Management Unit ("ALMU"), gathers to discuss the latest developments in the financial markets and sets the main framework for the following week's policies and pricing strategies. Decisions made in the ALCO thus constitute the basis for decisions made in the ALMU. The ALMU is chaired by the head of the Treasury division. Other members include the heads of the retail banking product division, commercial banking product division, consumer loans division, economic research division, financial management division, risk management division, strategy and corporate performance division and capital markets division, as well as the unit managers of the Treasury division.

Based upon the decisions made in ALMU and ALCO meetings, the Bank's Treasury division is responsible for managing and implementing the Bank's asset and liability positions and policies on a day-to-day basis and ensuring the availability of funds for all of the Bank's products and services distributed through its network. The Treasury division measures and evaluates on a daily basis the Bank's risk exposure and unfavourable changes in market conditions and regularly monitors the short-term mismatches between assets and liabilities. For further information, see "*Treasury Division*" above.

Composition of the Group's main assets and liabilities

The Group's main assets are comprised of cash and banks, loans and securities. As of 31 December 2016, the Group's total assets increased to TL 373,820 million from TL 325,499 million as of 31 December 2015. The following chart sets forth details of the composition of the Group's main assets and liabilities by currency as of the indicated dates:

	As of 31 December					
	2014		2015		2016	
	(TL)	(Foreign Currency)	(TL)	(Foreign Currency)	(TL)	(Foreign Currency)
<i>Assets</i>						
Cash and Banks.....	26.2%	73.8%	12.8%	87.2%	21.3%	78.7%
Loans.....	61.1%	38.9%	59.7%	40.3%	55.7%	44.3%
Securities Portfolio	82.8%	17.2%	77.8%	22.2%	76.5%	23.5%
Total Assets	63.6%	36.4%	60.1%	39.9%	58.5%	41.5%
<i>Liabilities</i>						
Deposits	53.6%	46.4%	46.4%	53.6%	48.7%	51.3%
Funds Borrowed ⁽¹⁾	40.5%	59.5%	36.8%	63.2%	31.5%	68.5%
Total Liabilities	58.6%	41.4%	53.8%	46.2%	53.5%	46.5%

(1) Including interbank, repo funds and marketable securities issued (consisting of TL and foreign currency-denominated bills and bonds issued by the Bank).

The following chart sets forth the composition of the Group's main assets and liabilities by maturity as of 31 December 2016:

	Less than or equal to one month	Greater than one month and less than or equal to three months	Greater than three months and less than or equal to 12 months	Greater than 12 months
<i>Assets</i>				
Cash and Banks	39,866,423	2,168,036	456,465	-
Loans ⁽¹⁾⁽²⁾	39,083,161	16,849,937	53,591,216	117,497,525
Securities Portfolio	2,365,590	1,717,088	7,013,488	50,736,371
Total Assets⁽²⁾	97,040,703	21,898,705	62,018,735	170,698,680
<i>Liabilities</i>				
Deposits	137,256,769	20,296,147	11,327,190	3,228,465
Funds Borrowed ⁽³⁾	27,674,966	8,081,942	23,351,282	51,622,589
Total Liabilities⁽⁴⁾	194,652,100	29,880,331	35,774,504	55,390,900

Notes: Derivative Financial Assets Held for Trading amounting to TL 2,341,766 thousand are included in the securities portfolio.

(1) Including factoring receivables.

(2) Excluding unallocated assets.

(3) Including interbank, repo funds and marketable securities issued (consisting of TL and foreign currency- denominated bills and bonds issued by the Bank).

(4) Excluding unallocated liabilities.

As part of its internal asset liability management policy, the Bank seeks to structure its securities and loan portfolios such that the borrowing side matches the lending side in terms of total Turkish Lira/foreign currency exposures or fixed rate/floating rate exposures in order to minimise risk. The Bank also utilises derivative transactions in order to hedge itself against interest rate risk, foreign currency risk and liquidity risk.

Market risk

Market risk is defined as the risk of loss in the trading portfolio of the Bank arising from movements in market prices, such as interest rates, equity prices, foreign exchange rates and credit spreads that may affect the Bank's assets, income or the value of its holdings of financial instruments. The objective of market risk management is to monitor and control market risk exposures within acceptable parameters, while optimising the return on risk.

The level of market risk to which the Bank is subject is measured by two separate methods known as the "Standard Method" and the "Value at Risk ("VaR") Method." Both methods are in accordance with Turkish regulations as adopted from internationally accepted practices.

Using the Standard Method, market risk measurements are carried out on a monthly basis. The results of these measurements are included in the Bank's public regulatory reports as well as in internal reports, which are addressed to the Bank's Board of Directors and senior management.

The VaR Method is used to measure market risk in terms of interest rate risk, exchange rate risk, equity risk and volatility risk on a daily basis and is a part of the Bank's daily internal reporting procedure. Back-testing is carried out to determine the reliability of the daily market risk measurements under the VaR Method.

In order to support the VaR model that measures the loss that may occur under ordinary market conditions, scenario analyses are developed and performed based upon future predictions and past crises. The potential impact of these scenarios on the value of the Bank's trading book is determined and the results are reported to the Bank's Board of Directors and senior management.

The ALCO, comprising members of senior management of the Bank, manages market risk by monthly meetings based upon reports prepared by the risk management and related executive divisions. For the purpose of hedging market risk, the Bank primarily aims to balance the foreign currency position, match the interest and duration structure of its assets and liabilities and keep a sufficient level of liquid assets. The limits, which are established for managing market risk within the framework of the Bank's asset and liability management risk policy, are monitored by the Risk Committee and reviewed in accordance with current market conditions.

Interest Rate Risk

A significant component of the Bank's asset and liability management risk policy is the management of interest rate risk. Interest rate risk is the possibility of loss in relation to the structural position arising from adverse movements in interest rates. The Bank is exposed to interest rate risk due to mismatches in the maturity or re-pricing characteristics of interest-earning assets and interest-bearing liabilities. For any given period, the pricing structure is matched when an equal amount of such assets or liabilities mature or re-price in that period. Any mismatch of interest-earning assets and interest-bearing liabilities is known as a gap position. A positive gap denotes asset sensitivity and normally means that an increase in interest rates would have a positive effect on net interest income, while a decrease in interest rates would have a negative effect on net interest income.

The potential effects of interest rate risk on the Bank's assets and liabilities, market developments, general economic environment and expectations are regularly addressed in ALCO meetings where further measures to reduce risk are implemented when necessary.

While interest rate risk in trading book is managed through VaR limits, interest rate risk in the banking book is monitored and controlled by the limit established on the ratio of structural interest rate risk to regulatory capital. Structural interest rate risk is quantified by calculating the change in the Bank's economic value of equity under standardised interest rate shocks (*i.e.*, plus 2% for foreign currency and 5% for local currency). The interest rate risk limits determined by the Board of Directors are monitored by the Risk Committee in accordance with the Bank's asset and liability management policy. Furthermore, scenario analyses that are developed based upon future predictions are conducted for managing interest rate risk.

The following table sets forth the Group's "re-pricing" gap, which is the difference between the interest rate sensitivity of assets and the interest rate sensitivity of liabilities, as of 31 December 2016:

	Less than or equal to one month	Greater than one month and less than or equal to three months	Greater than three months and less than or equal to 12 months	Greater than 12 months	No Interest	Total
				(TL thousands)		
Cash balances and balances with the Central Bank	20,086,980	-	-	-	13,146,151	33,233,131
Balances with banks	4,503,498	2,166,989	457,513	-	2,129,793	9,257,793
Trading securities	818,550	767,794	983,541	458,484	407,375	3,435,744
Interbank funds sold	403,876	62,962	-	-	-	466,838
Securities available for sale loans.....	5,062,251	8,180,205	10,220,017	27,869,648	438,251	51,770,372
Loans ⁽¹⁾	53,992,089	29,236,664	52,031,335	92,803,676	217,455	228,281,219
Securities held to maturity	3,105,471	721,700	2,274,883	655,704	-	6,757,758
Other assets	1,808,719	1,035,452	957,566	1,644,419	35,171,253	40,617,409
Total assets	89,781,434	42,171,766	66,924,855	123,431,931	51,510,278	373,820,264
Bank deposits	2,256,236	1,152,411	712,690	198,828	2,730,702	7,050,867
Other deposits	95,386,058	20,299,138	11,330,549	3,221,917	41,870,909	172,108,571
Interbank funds borrowed.....	23,287,746	518,211	1,129,751	38,295	-	24,974,003
Miscellaneous payable	1,013,671	1,734	1,652	5,488	21,371,356	22,393,901
Marketable securities issued ⁽²⁾ ...	1,870,910	3,230,258	4,548,955	23,940,574	-	33,590,697
Funds borrowed from other financial institutions.....	8,076,458	22,934,411	14,766,201	6,389,009	-	52,166,079
Other liabilities.....	684,051	259,806	415,549	152,165	60,024,575	61,536,146
Total liabilities	132,575,130	48,395,969	32,905,347	33,946,276	125,997,542	373,820,264
Asset/liability gap.....	(42,793,696)	(6,224,203)	34,019,508	89,485,655	(74,487,264)	-
Off-balance sheet gap.....	2,614,590	3,967,546	(380,116)	(5,244,641)	-	957,379
Total gap	(40,179,106)	(2,256,657)	33,639,392	84,241,014	(74,487,264)	957,379
Cumulative gap	(40,179,106)	(42,435,763)	(8,796,371)	75,444,643	957,379	-

(1) Includes factoring receivables.

(2) Includes subordinated bonds, which are classified on the balance sheet as subordinated loans.

Liquidity risk

In general, liquidity risk is the risk that an entity will be unable to meet its net funding requirements. Liquidity risk can be caused by market disruptions or credit downgrades which may cause certain sources of

funding to become unavailable. Liquidity risk is a substantial risk in Turkish markets, which have historically exhibited significant volatility.

The Bank's principal source of funding is deposits. While the average maturity of deposits is shorter than the average maturity of assets as a result of market conditions, the Bank's extensive network of branches and steady core deposit base are its most important safeguards for the supply of funds. Medium and long-term funds are acquired from financial institutions abroad as well as debt securities issued in local and foreign markets.

In order to meet the liquidity requirements that may emerge from market fluctuations, considerable attention is paid to the need to preserve liquidity and efforts in this respect are supported by projections of Turkish Lira and foreign currency cash flows. Based upon cash flow projections, prices are differentiated for different maturities and measures are taken accordingly to meet liquidity requirements. Moreover, potential alternative sources of liquidity are determined where required for extraordinary circumstances. Liquidity coverage ratios, which are subject to legal reporting requirements, are also used to monitor liquidity on an ongoing basis.

Within the framework of the Bank's asset and liability management risk policy, internal limits established for liquidity risk management are monitored by the Risk Committee and, in the case of extraordinary situations where prompt action is required to be taken due to unfavourable market conditions, emergency measures and funding plans related to liquidity risk are put into effect.

The major objectives of the Bank's asset and liability management risk policy are to ensure that sufficient liquidity is available to meet its commitments to its clients in respect of the repayment of deposits and ATM transactions, to satisfy the Bank's other liquidity needs and to ensure compliance with the capital adequacy and other applicable Central Bank regulations. Liquidity risk arises in the general funding of the Bank's financing and trading activities and in the management of investment positions. It includes the risk of increases in funding costs and the risk of being unable to liquidate a position in a timely manner at a reasonable price.

The largest portion of the Group's funding source is deposits, constituting 48.5%, 47.4% and 47.9% of total liabilities as of 31 December 2014, 2015 and 2016, respectively. The Bank's management believes that deposits provide a stable funding base for the Bank. The Bank seeks to maximise the amount of Turkish Lira-denominated demand deposits in order to reduce the average funding cost. In addition, the Bank executes strategies to obtain long-term funds in order to match the maturities between its assets and liabilities.

As of 31 December 2016, the Group's demand deposits, of which 47.6% were Turkish Lira-denominated, constituted 24.9% of total deposits. As of the same date, time deposits represented 75.1% of total deposits, with Turkish Lira-denominated deposits playing a major role, constituting 49.1% of the total time deposits.

The following table sets forth the original maturity profile of the Group's deposits (including accrued interest that may be payable thereon) as of each of the indicated dates:

As of 31 December					
	2014	Change	2015	Change	2016
	(TL millions)	(%)	(TL millions)	(%)	(TL millions)
No term	30,102	17.07%	35,239	26.57%	44,602
Turkish Lira-denominated	15,916	8.73%	17,306	22.77%	21,247
Foreign currency-denominated	14,186	26.41%	17,933	30.23%	23,355
Up to three months	90,337	5.71%	95,493	14.95%	109,769
Turkish Lira-denominated	52,979	(8.21)%	48,627	26.01%	61,278
Foreign currency-denominated	37,358	25.45%	46,866	3.47%	48,491
Greater than three months and less than or equal to 12 months	8,080	56.91%	12,678	(5.17)%	12,022
Turkish Lira-denominated	2,749	86.83%	5,136	(17.43)%	4,240
Foreign currency-denominated	5,331	41.47%	7,542	3.18%	7,782
Over 12 months	5,982	80.39%	10,791	18.30%	12,766
Turkish Lira-denominated	401	1.50%	407	25.55%	511
Foreign currency-denominated	5,581	86.06%	10,384	18.02%	12,255
Total deposits	134,501	14.65%	154,201	16.19%	179,159
Turkish Lira-denominated	72,045	(0.79)%	71,476	22.11%	87,276
Foreign currency-denominated	62,456	32.45%	82,725	11.07%	91,883

Currency Risk

The Group is exposed to the effects of fluctuations in the prevailing foreign currency exchange rates on its financial position and cash flows. Foreign currency risk indicates the possibility of the potential losses that a bank is subject to due to the exchange rate movements in the market.

The Bank effectively hedges its foreign currency risk and holds foreign currency asset and liability items together with derivatives in balance against the foreign currency risk.

Currency risk is managed by internal currency risk limits, which are established by the Board of Directors as a part of the Bank's internal risk policies. The ALCO and ALMU meet regularly to take necessary decisions for managing exchange rate and parity risks within the scope of the Bank's asset and liability management risk policy. The Bank manages foreign currency risk through monthly ALCO meetings and by setting limits on the positions that can be taken by the Bank's Treasury Division. These limits are regularly reviewed by the Board of Directors and are amended from time to time to meet the growing business needs of the Bank.

The general net foreign currency positions of Turkish banks are also regulated by the BRSA and this figure, in absolute terms, cannot exceed 20% of the relevant bank's shareholder equity.

Both the Standard Method and VaR Method are used in order to measure currency risk. Using the Standard Method, currency risk measurements are carried out on a monthly basis and the results are used for calculating the regulatory capital requirement of the Bank. Risk measurements within the context of the VaR Method are performed on a daily basis using historical and Monte Carlo simulation methods. Furthermore, scenario analyses are conducted to support the VaR calculations.

The results of these currency risk measurements are reported to senior management and the risks are closely monitored by taking into account current market and economic conditions.

A 10% weakening of the Turkish Lira against foreign currencies as of 31 December 2014, 2015 and 2016 would have changed profit or loss by the amounts shown in the table below. This analysis assumes that all other variables, in particular interest rates, remain constant.

As of 31 December		
	2014	2015
		(TL thousands)
US\$.....	154,789	315,616
Euro	(414,627)	(420,697)
Other currencies	(119,863)	(61,518)
Total	(379,701)	(166,599)
		(494,714)

Credit Risk

In general, credit risk is the risk that one party to a financial instrument will fail to discharge an obligation and cause the other party to incur a financial loss. The Bank places emphasis mainly on the payment ability and cash generating ability of the borrower in any given transaction, and also obtains sufficient collateral from borrowers including, wherever possible, cash collateral, mortgages or security over other assets. The Bank seeks to manage its credit risk exposure through the diversification of its lending activities to avoid undue concentration of risks with individuals or groups of clients in specific locations or businesses. Furthermore, the Bank's lending is subject to the principles and internal limits set by the Board of Directors, which observes the relevant Turkish banking regulations.

The Bank has implemented centralised credit approval processes and loan proposals are evaluated and monitored by the relevant authorised divisions (see *"Business of the Group – Lending Policies and Procedures"* and *"Business of the Group – Collateral"* above).

The day-to-day management of credit risk is devolved to individual business units, such as the Corporate, Commercial and SME Loans Underwriting divisions, the Consumer Loans division and the Treasury division, which perform regular appraisals of quantitative information relating to counterparty credit.

Credit risk arising from treasury transactions is monitored on a daily basis. Exposure from over-the-counter derivative transactions is subject to daily margin call on counterparty basis under the relevant credit support annex agreements. As of 31 December 2016, 99% of the total credit risk arising from over-the-counter derivative transactions was collateralised with cash.

Operational Risk

Operational risk is the risk of loss arising from faults or deficiencies in the regular operations of a bank, including problems with systems, hardware, technology and communication infrastructures, natural disasters, terrorist attacks or earthquakes, as well as with respect to personnel responsibilities for monitoring, controlling, reporting, taking action and being diligent.

Operational risk assessments are conducted by the Bank's Risk Management division using both qualitative and quantitative techniques. In terms of qualitative techniques, a "risk control self-assessment" is carried out using interviews to identify and classify risks and workshops are used to measure and evaluate risks. Following the assessment process, risks identified are reported to the Risk Committee and Board of Directors and "Monitoring Action Plans" are prepared accordingly. In terms of quantitative techniques, the Risk Management division employs a range of diagnostic tools, such as key risk indicators, stress tests and scenario analysis, together with loss data analysis and modelling.

Risks derived from information technologies are primarily assessed within the scope of the Bank's operational risk management analysis. It is essential that those risks, which could be seen as multipliers of other risks derived from activities of the Bank, are measured, closely monitored and controlled within the framework of the Bank's integrated risk management.

Subsidiaries' Risk Management

The Bank has a group-wide risk policy set by the Bank's Board of Directors. The Risk Management division monitors both internal and legal risk limits and other risks relating to subsidiaries falling within the scope of the group-wide risk policy. In addition to this, the Bank's subsidiaries also have their own internal, sector-specific risk policies, limits and procedures. The Bank's Risk Committee meets every three months to evaluate the group's risk level on a consolidated basis. The risk levels of subsidiaries are reported to the Bank's Board of Directors through the Risk Management division.

Reputational Risk

The Bank has a reputational risk policy set by the Bank's Board of Directors. The Risk Management division monitors the level of reputational risk, which is measured in line with the reputational risk policy, and reports every three months to the Bank's Board of Directors.

Anti-Money Laundering (“AML”), Combating the Financing of Terrorism and Anti-Bribery Policies

Turkey has been a member country of FATF since 1991 and has enacted a series of laws and regulations related to the prevention of money laundering and terrorism financing. In Turkey, all banks and their employees are obliged to implement and fulfil certain requirements regarding the treatment of activities that may be referred to as money laundering and terrorism financing. The first law relating to anti-money laundering (the “Prevention of Money Laundering” Law No. 4208) came into effect as of 19 November 1996. The “Prevention of Laundering Proceeds of Crime” Law No. 5549 came into effect as of 18 October 2006.

The “Regulation on Measures Regarding Prevention of Laundering Proceeds of Crime and Financing of Terrorism” was published in the Official Gazette in Turkey on 9 January 2008 and came into effect as of 1 April 2008. The main provisions include the regulation of: (a) obligations, (b) principles regarding client due diligence, (c) procedures of suspicious transaction reporting, (d) principles of providing information and documents, (e) inspection of obligations and (f) retaining and submitting.

In order to regulate principles and procedures regarding establishment of compliance programmes and the assignment of compliance officers by obliged parties for the purpose of the prevention of money laundering and terrorism financing, the “Regulation on Programme of Compliance with Obligations of Anti-Money Laundering and Combating the Financing of Terrorism” (the “*AML Regulation*”) was published in the Official Gazette in Turkey on 16 September 2008 and came into effect as of 1 March 2009. The obligations introduced under the AML Regulation include: (a) establishing a compliance programme, (b) developing institutional policy and procedures, (c) risk management, (d) monitoring and controlling, (e) assigning a “compliance officer” and establishing a compliance unit, (f) training and (g) internal audit.

In line with the AML Regulation, on 24 September 2008, the Bank’s Corporate Compliance division was established and a manager was appointed as the Bank’s Compliance Officer. The Corporate Compliance division reports directly to the Board of Directors.

In an effort to ensure compliance with FATF requirements, the CFT Law was introduced on 16 February 2013. The CFT Law introduces an expanded scope to the financing of terrorism offense (as currently defined under Turkish anti-terrorism laws). The law includes further criminalising terrorist financing and implementing an adequate legal framework for identifying and freezing terrorist assets. On 31 May 2013, the Regulation on Procedures and Principles Regarding the Application of the Law on the Prevention of the Financing of Terrorism become effective, which regulation provides the procedures and principles for the decision-making, execution and termination of the freezing of assets as well as the management and supervision of the frozen assets. See “*Risk Factors – Political, Economic and Legal Risks relating to Turkey – Combating the Financing of Terrorism.*” In addition, the Council of Ministers’ Decree dated 30 September 2013 implemented United Nations Security Council Resolutions 1267, 1988 and 1989, which further improved Turkey’s CFT regime. On 22 February 2013, due to the implementation of the CFT Law, the FATF decided not to recommend the application of the above-mentioned countermeasures. On 27 June 2014, FATF stated that Turkey has made significant progress to improve its CFT regime and has largely addressed its action plan, including by adequately criminalising terrorist financing and establishing procedures to identify, freeze and confiscate terrorist assets.

In October 2014, the FATF Plenary concluded that Turkey would no longer be subject to the FATF’s monitoring process under its on-going global anti-money laundering/countering the financing of terrorism (“*AML/CFT*”) compliance process. Although the FATF identified outstanding AML/CFT issues in its mutual evaluation report, the FATF Plenary decided at its October 2014 Plenary meeting that Turkey had taken sufficient steps in addressing technical compliance with the core and key recommendations set forth in the mutual evaluation to be removed from the follow-up process.

Also in October 2014, the Organisation for Economic Co-operation and Development (the “*OECD*”) Working Group in Bribery adopted Phase 3 Report on Implementing the OECD Anti-Bribery Convention. In such report, the OECD made some recommendations to Turkey in order to improve the levels of anti-bribery enforcements in Turkey.

The Bank has adopted various policies and procedures aimed at ensuring compliance with anti-bribery laws and preventing money laundering and terrorist financing. The Bank has adopted an Anti-Bribery and Anti-Corruption Policy, which sets out principles for the Bank’s employees and any individual or legal person acting in the name of, or providing services to, the Bank to comply with the applicable anti-bribery and anti-corruption laws. In line with FATF recommendations, Wolfsberg principles and the standards promulgated by the Basel Committee on Banking Supervision, the Bank applies “know-your-customer” (KYC) and “know-your

customer's-transaction" (KYCT) procedures, as well as procedures to identify beneficiary owners. The Bank's most recent policy on the prevention of money laundering and terrorism financing was adopted on 2 March 2009. The Bank's AML/CFT policies and procedures are based upon, and the Bank believes that such policies and procedures are in compliance in all material respects with, Applicable Laws in Turkey and in other jurisdictions. All the Bank's branches and subsidiaries, regardless of their geographic location, must comply with the Bank's programmes, policies and procedures.

The Bank's Board of Inspectors is responsible for the oversight and audit of the Bank's AML/CFT policies and procedures. Transactions and records in the Bank's branches are reviewed on a regular basis to ensure compliance with the Bank's policies and procedures. Each year, the Bank must provide reports to the FCIB that contain data on the annual transaction volume, the total number of employees and branches that were audited, the date and duration of the audits, the number of personnel responsible for the audits, the number of transactions that were inspected and the number of suspicious transactions that were detected. The Bank also provides training to new and existing employees on its AML/CFT policies and procedures.

Client Identification

Under the AML Regulation, banks must verify the identification documents and other information provided by their permanent clients. The identification process also extends to walk-in clients where the value of a single transaction or the total value of multiple linked transactions is equal to or more than the thresholds specified in the AML Regulation. If there is any suspicion regarding the transaction requested by a walk-in client, regardless of the value of the transaction, the identification process must be carried out in full by the employee dealing with the transaction. The Bank's policy is that, as with other obliged parties covered by the AML Regulation, all necessary measures should be taken in order to determine whether a transaction is being carried out for the benefit of a third party and, if so, to identify that third party. Moreover, all financial institutions are required by the AML Regulation to identify the beneficiary owner of an account. It is also compulsory for the banks to identify the natural person or legal entity that owns more than 25% of a legal entity.

The Bank's internal policies and systems prohibit the opening of anonymous accounts or the provision of services to shell banks or individuals who fail to provide sufficient identification. This is automatically controlled by the Bank's account-opening system, under which an account will not be allowed to be opened if certain conditions are not met.

Monitoring Suspicious Transactions

The Bank uses specialised software designed to detect unusual transactions in terms of money laundering and terrorism financing. The Bank's Anti-Money Laundering Compliance unit then analyses the alerts generated by the software and files suspicious transaction reports to the FCIB as necessary. In the Bank, risk assessment of the customers, products and countries was updated and this risk assessment was integrated with the software. The profiling process, known as "peer-profiling," is based not only upon the historical transactions of the Bank's clients but also on demographic information, occupation type for real persons and field of activity for legal persons. The software also screens the Bank's customers and transactions according to watch lists of individuals, companies or geographic locations issued by authorities such as OFAC and the United Nations. If any party in a transaction falls within any of the watch lists, the system creates an alert, which the Bank reviews, and then decides, on a case-by-case basis, whether to accept or refuse the transaction. Branches also report suspicious transactions in written form to a compliance officer.

Liquidity and Funding

Deposits are the Group's main source of funding, with a 47.9% share in total liabilities as of 31 December 2016. As of 31 December 2016, according to the consolidated financial statements 61.8%, and according to the Bank-only financial statements 69.2%, of total funding was from deposits, while the rest was largely from long-term foreign borrowings.

In terms of foreign currency, the primary funding sources for the Bank include foreign currency deposits, "repo" transactions, syndicated term loan facilities, eurobond issuances, future flow transactions and post-finance transactions, financings from multilateral institutions and export credit agencies, as well as bilateral transactions.

In terms of Turkish Lira, other than deposits, the primary funding sources currently available for the Bank are the repo and reverse repo market of the Borsa İstanbul, the over-the-counter interbank money market, the interbank money market of the Central Bank, collateralised loans and domestic bill and bond issues.

As a last resort, the Bank also has the ability to borrow funds through the Central Bank. The Bank's limits for these kind of transactions are determined by the Central Bank and generally carry a maturity of up to one month.

The Bank has been accessing the international markets for syndicated loan facilities since 1986 and is a regular borrower in the syndicated loan market. As of 31 December 2016, the balance of the two syndicated term loan facilities obtained by the Bank was approximately US\$2.3 billion. The Bank has been issuing senior unsecured eurobonds since 2011, including benchmark issues (including a US\$750 million issuance in April 2016 and US\$600 million issuance in October 2016) and private placements with different maturities, currencies and interest rates. The Bank also has issued Tier 2 eurobonds since 2012.

The Bank has a "Diversified Payment Rights" programme created in 2004. Through this programme, the Bank sold all right, title and interest in, to and under U.S. Dollar-, euro- or Sterling-denominated payment orders received by the Bank, which are sent or delivered by a payor to any office of the Bank and the payment of which is to be made to the Bank outside of Turkey. Since 2004, several tranches have been issued under the programme amounting to approximately US\$5.6 billion.

In addition to the above, the Bank has entered into various transactions with multilateral and developmental institutions, export credit agencies and other lenders, principally for the purposes of project financing and financing of micro- and small- to medium- size enterprises, energy efficiency projects or certain imports.

	As of 31 December				
	2014	% Change	2015	% Change	2016
	(TL millions, except percentages)				
Deposits	134,501	14.6%	154,201	16.2%	179,159
Repos & Money Market.....	22,305	10.4%	24,624	1.4%	24,974
Funds Borrowed ⁽¹⁾	56,042	31.6%	73,741	16.3%	85,757
Other	31,221	16.1%	36,249	16.4%	42,203
Equity	33,005	11.1%	36,684	13.7%	41,727
Total	277,073	17.5%	325,499	14.9%	373,820

(1) Including debt issuances and subordinated loans.

	As of 31 December		
	2014	2015	2016
	<i>(% of Total Liabilities)</i>		
Deposits	48.5%	47.4%	47.9%
Repos & Money Market	8.1%	7.6%	6.7%
Funds Borrowed ⁽¹⁾	20.2%	22.7%	22.9%
Other	11.3%	11.0%	11.3%
Equity.....	11.9%	11.3%	11.2%
Total	100.0%	100.0%	100.0%

(1) Including debt issuances and subordinated loans.

Capital Adequacy

The Bank is required to comply with capital adequacy guidelines promulgated by the BRSA, which are based upon the standards established by the Bank for International Settlements ("BIS"). These guidelines require banks to maintain adequate levels of regulatory capital against risk-bearing assets and off-balance sheet exposures (commitment and contingencies).

Pursuant to the Regulation on Equities of Banks, published in the Official Gazette No. 26333 dated 1 November 2006 (the "2006 Equity Regulation"), which was replaced by the 2013 Equity Regulation, the Bank's total capital ratio was (through the end of 2013) calculated by dividing its "Tier 1" capital, which comprises its share capital, reserves, retained earnings, profit and revaluation surplus for the current periods, plus its "Tier 2" capital, which comprises general provisions, by the aggregate of its risk-weighted assets and risk-weighted off-balance sheet exposures. In accordance with these guidelines, the Bank must maintain a total capital ratio in excess of 8.0% calculated in accordance with BRSA regulations. In addition, as a prudential

requirement, the BRSA requires a target capital adequacy ratio that is 4.0% higher than the legal capital ratio. As of 31 December 2016, the Bank's regulatory capital adequacy ratio was 15.2% and the Group's regulatory capital adequacy ratio was 14.3%, each significantly exceeding the minimum legal ratio of 8.0%.

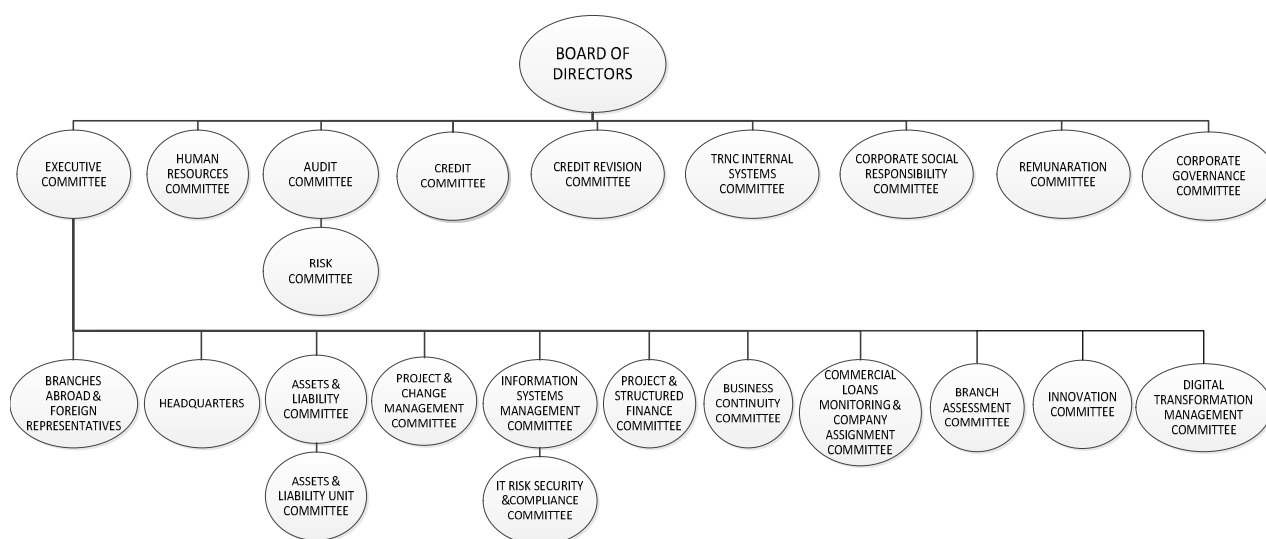
Within the context of the implementation of the Basel III framework in Turkey, the 2006 Equity Regulation was replaced by the 2013 Equity Regulation as noted above. As a result, the calculations regarding capital adequacy for periods from 1 January 2014 are performed in accordance with the 2013 Equity Regulation and other regulations newly enacted and/or amended by the BRSA. See "*Turkish Regulatory Environment - Capital Adequacy*" for additional information.

MANAGEMENT

In accordance with the Bank's articles of association and the Applicable Laws of Turkey, the Bank is ultimately controlled by its shareholders through its General Assembly. According to the Bank's articles of association, general resolutions at the General Assembly are adopted by affirmative votes of an absolute majority of the votes present at the meeting; *provided* that a quorum is attained. Resolutions concerning amendments to the articles of association themselves, however, must be approved by affirmative votes of two-thirds of the votes present at the meeting; *provided* that a quorum is attained.

The Bank comprises more than 40 departments. Five of these departments – the Board of Inspectors, Internal Control, Secretariat to the Board of Directors, Risk Management and Corporate Compliance – report directly to the Board of Directors. The other departments are managed by the Executive Committee comprising the CEO and Deputy CEOs.

The following chart shows the corporate organisational structure of the Bank as of 31 December 2016:



Board of Directors

According to the Bank's articles of association, the Board of Directors consists of between seven and 11 members, as elected by the shareholders at the General Assembly, with the exception of the Chief Executive Officer, who is appointed by the Board of Directors. Each director (other than the Chief Executive Officer) serves for a term of three years and is eligible to be re-elected.

Under the Bank's articles of association, the Board of Directors must hold its meetings at least once a month at the address where the Bank's head office is located. The Board of Directors may also hold meetings in any other suitable place; *provided* that more than one half of the members of the Board of Directors concur.

The presence of more than one half of the Board of Directors is required for the validity of a board meeting. Resolutions are adopted by the majority of the members present and, in the event of an equality of votes, the relevant matter is postponed until the subsequent meeting. Should the votes again be equal, the proposal in question is considered as rejected.

The Turkish Commercial Code allows the appointment of a legal entity as a member of the board of directors of a joint stock company. Under such rules, a legal entity on a board of directors would be represented by a natural person designated by it. Alternatively, natural persons can be members of the board. Notwithstanding these rules, the BRSA's Board has issued a decision prohibiting the appointment of a legal entity as a member of the board of directors of any joint stock company that it regulates, and thus members of the Bank's Board of Directors can still only be natural persons.

The business address of each of the members of the Board of Directors is İř Kuleleri 34330 Levent, İstanbul, Turkey. As of the date of this Base Prospectus, the Board of Directors comprises the following:

Name	Position	Year first appointed to the Board
H. Ersin Özince	Chairman	1998
Füsun Tümsavaş	Vice Chairman ⁽¹⁾	2008
Adnan Bali	Director & CEO	2011
Prof. Dr. Turkyay Berksoy	Independent Director	2014
Feray Demir	Director	2016
Murat Karayalçın	Director	2017
Ertuğrul Bozgedik	Director	2017
Özcal Korkmaz	Director	2017
Ersin Önder Çiftçioğlu	Director	2017
Müslim Sarı	Director	2017
Rahmi Aşkın Türeli	Director	2017

(1) Independent Director as a result of being a member of the Audit Committee.

H. Ersin Özince (Chairman)

Born in Havran in 1953, H. Ersin Özince graduated from the Business Administration Department of the Middle East Technical University and started his professional career in January 1976 at the Bank's Board of Inspectors. After serving as the head of various departments within the Bank, he was appointed as Deputy Chief Executive in 1994 and was responsible for the Treasury, Financial Management, Capital Markets, Loans and the Credit Information and Financial Analysis Departments. He was appointed as the 15th Chief Executive Officer of the Bank on 28 October 1998. Mr. Özince was originally elected as a member of the Board of Directors on 31 March 2011 and then was re-elected on each of 28 March 2014 and 31 March 2017. He has been serving as the Chairman of the Board of Directors since 1 April 2011, the Head of the Remuneration Committee since 29 December 2011 and a member of the Audit Committee and an alternate member of the Credit Committee since 4 April 2017.

Mr. Özince served as the Chairman of the Board of Directors of the Turkish Banks Association from 1998 to 2000 and from 2002 to 2011, the Chairman of the Board of Directors of TSKB from 2009 to 2011 and the Chairman of the Board of Directors of Şişecam from 1998 to 2006 and from 2011 to 2017.

In addition to his duties at the Bank, as of the date of this Base Prospectus, Mr. Özince has been serving as the Chairman of the Board of Directors of the İşbank Personnel Supplementary Pension Fund and as a member of the Board of Trustees of the Turkish Foundation for Combating Soil Erosion for Reforestation and the Protecting of Natural Habitats (TEMA) and the Chairman of the Board of Directors of TSKB.

Füsun Tümsavaş (Vice Chairman)

Born in Ankara in 1957, Füsun Tümsavaş graduated from the Economics and Finance Department of Ankara University, Faculty of Political Science. She started her professional career at the Central Bank's Ankara Branch in 1979. In 1981, she started to work at the Bank's I. Loans Department as an Officer and became an Assistant Section Head and later an Assistant Credit Specialist in the same department. She was appointed to the Bank's I. Loans Department as an Assistant Manager in 1994 and as a Unit Manager in 1999, and in 2004 she became the head of the Commercial Loans Department. Füsun Tümsavaş was originally elected to the Bank's Board of Directors on 28 March 2008 and then was re-elected on each of 31 March 2011, 28 March 2014 and 31 March 2017. She has been serving as a member of the Credit Committee since 2 April 2008. She is the Vice Chairman of the Bank's Board of Directors and also Chairman of the Risk Committee, Audit Committee, the TRNC Internal Systems Committee since 31 May 2011, the Chairman of the Corporate Governance Committee since 27 February 2013 and as an alternate member of the Credit Committee since 4 April 2017.

In addition to her duties at the Bank, Ms. Tümsavaş has been serving as the Vice Chairman of the Board of Directors of the İşbank Personnel Supplementary Pension Fund.

Adnan Bali (Director and Chief Executive Officer)

Born in İslahiye in 1962, Adnan Bali graduated from the Economics Department of Middle East Technical University and started his career at the Bank's Board of Inspectors in 1986. Mr. Bali became an Assistant Manager at the Treasury Department in 1994, a Unit Manager in 1997 and the Head of the Treasury Department in 1998. Mr. Bali was appointed as the Manager of the Şişli Branch in 2002, the Manager of the Galata Branch in 2004 and the Deputy Chief Executive on 30 May 2006. Mr. Bali has been serving as the 16th

Chief Executive Officer of the Bank and the Chairman of the Credit Committee since 1 April 2011. He is also a member of the Risk Committee.

Mr. Bali is the Chairman of Şişecam Group and İşbank AG. As of the date of this Base Prospectus, he is a member of the Board of Directors of Vehbi Koç Foundation, the Global Relations Forum (GRF), the Turkish Banks Association, the Turkish Industry and Business Association (TÜSİAD), the İstanbul Foundation for Culture and Arts (İKSV), the Finance Managers Foundation of Turkey (Finance Club), the Institute of International Finance (IIF), the Institut International d'Etudes Bancaires (IIEB), the Board of Trustees of Turkish Foundation for Combating Soil Erosion for Reforestation and the Protecting of Natural Habitats (TEMA) and the Darüşşafaka Society.

Prof. Dr. Turkey Berksoy (Independent Director)

Born in Elazığ in 1951, Prof. Dr. Turkey Berksoy graduated from the İstanbul Academy of Economic and Commercial Sciences. He completed a master's degree at Boğaziçi University and obtained a doctorate at Marmara University. He worked as a faculty member and held administrative duties at various universities in Turkey, as well as being a visiting lecturer at the University of East Anglia School of Development Studies. Prof. Dr. Berksoy is currently serving as a faculty member and head of the Finance Department of the Faculty of Economics of Marmara University.

In addition to his post at Marmara University, Prof. Dr. Berksoy, who is also a chartered accountant, has served as Chairman of the Board at the Finance Research Centre of the Faculty of Economics and Administrative Science of Marmara University, adviser at several banks, the Auditor to the Board of Directors of the Bank, member of the board of the Tax Reform Commission, The Union of Chambers and Commodity Exchanges of Turkey Private Specialisation Commission, Güneş Hayat Sigorta A.Ş., Petkim A.Ş., Ataköy Otelcilik A.Ş., Türkiye Maritime Facilities Inc. and Paşabahçe Cam Sanayi ve Ticaret A.Ş., member of the Ministry of Finance Tax Council and independent member of the board at Anadolu Anonim Türk Sigorta Şirketi, Trakya Cam Sanayii A.Ş. and Türkiye Şişe ve Cam Fabrikaları A.Ş.

Prof. Dr. Berksoy was elected as a member of the Bank's Board of Directors on 28 March 2014 and on 31 March 2014, was elected as a member of the Audit Committee, the TRNC Internal Systems Committee and the Remuneration Committee. Prof. Dr. Berksoy was elected as an Independent Director of the Bank's Board of Directors, which election was approved by the Bank's shareholders at its annual General Assembly meeting on 31 March 2015. Prof. Dr. Berksoy was re-elected to the Bank's Board of Directors on 31 March 2017.

Feray Demir (Director)

Born in Ağrı in 1968, Ms. Demir received a degree in Business Administration from Anadolu University's Faculty of Economics and Administrative Sciences. She started her career at the Bank's Sefaköy/İstanbul Branch as an Officer in 1988 and became the Assistant Section Head in 1990, Section Head in 1995, Sub-Manager in 1996 and Assistant Manager in 1999. She started serving as an Assistant Manager in the Commercial Loans Department in 2002. Ms. Demir served as an Assistant Manager in the Corporate Marketing Department from 2003 to 2005 and as the Manager of the Çarşı-Güneşli/İstanbul Branch from 2005 to 2007. Subsequently, Ms. Demir served as the Manager of the Commercial Banking Sales Division from 2007 to 2011 and as the Bank's İstanbul Corporate Branch Manager from 2011 to 2016. Ms. Demir was elected to the Bank's Board of Directors on 25 March 2016 and was re-elected on 31 March 2017. She has been serving as a member of the Corporate Social Responsibility Committee since 28 March 2016 and as a member of the Credit Committee since 4 April 2017.

Murat Karayalçın

Born in Samsun in 1943, Mr. Karayalçın graduated from Ankara University, Faculty of Political Science, Department of Economics/Finance and received a master's degree in Development Economics from University of East Anglia in the United Kingdom. Mr. Karayalçın served as a Specialist at the State Planning Organisation between 1969 and 1978, the Deputy Undersecretary at the Ministry of Rural Affairs in 1978 and 1979, the General Manager at Kent Koop between 1981 and 1991, as General Manager at the Central Association of Türkiye Kent Kooperatifleri between 1988 and 1993 and as a board member of the International Settlement Council in 1986 and 1987.

Mr. Karayalçın served as the Mayor of Ankara Metropolitan Municipality from 1989 to 1993, the Chairman of the Social Democratic People's Party from 1993 to 1995, the Deputy Prime Minister and Minister of State from 1993 to 1994 and the Deputy Prime Minister and Minister of Foreign Affairs from 1994 until

1995. Mr. Karayalçın was elected as a member of parliament from Samsun for the CHP in 1995 and served as the Chairman of the Committee of Foreign Affairs of the Turkish parliament from 1997 to 1999. He served as the İstanbul Provincial Head of the CHP from 2014 to 2015 and as a member of the CHP Party Council from 1999 to 2001 and from 2012 to 2014. Mr. Karayalçın is also a faculty member at Girne American University and T.C. İstanbul Kültür University. Mr. Karayalçın was elected to the Bank's Board of Directors on 31 March 2017.

Ertuğrul Bozgedik

Born in Kayseri in 1964, Mr. Bozgedik graduated from the Economics Department of the Faculty of Political Science at Ankara University. Mr. Bozgedik joined the Bank in 1986 as an Assistant Inspector on the Board of Inspectors and was appointed as an Assistant Manager of the II. Loans Department in 1995, Regional Manager of the I. Loans Department in 1999, Regional Manager at Non-Performing Loans Department in 2002 and Head of the Corporate Loans Department in 2004. Mr. Bozgedik was elected as the Chairman of the Board of Inspectors in 2008 and a Deputy Chief Executive in 2011. Mr. Bozgedik was elected to the Bank's Board of Directors on 31 March 2017. He was also elected as a member of the Credit Committee on 4 April 2017.

Özcal Korkmaz

Born in Aydın in 1945, Mr. Korkmaz graduated from İstanbul University's Department of Economics. Mr. Korkmaz started his career at the National Productivity Center in 1970 and served as an Assistant Account Expert at the Ministry of Finance from 1972 to 1975, as an Account Expert from 1975 to 1980 and as a Senior Account Expert from 1980 to 1985. Mr. Korkmaz served as an Acting Assistant Treasurer of Ankara from 1985 to 1987 and as the Treasurer of Ankara from 1987 to 1989. Mr. Korkmaz served as the General Manager and Chairman of the board of directors of the Government Retirement Fund of Turkey from 1989 to 1994 before his retirement in 1994. He also served as the Chairman of the board of directors of Bağımsız Denetim ve Danışmanlık A.Ş. from 2009 to 2015 and has been working as a Certified Public Accountant since 1994. Mr. Korkmaz was elected to the Bank's Board of Directors on 31 March 2017 and has been serving as a member of the Corporate Governance Committee since 4 April 2017.

Ersin Önder Çiftçioğlu

Born in Ankara in 1960, Mr. Çiftçioğlu graduated from Hacettepe University, Faculty of Social and Administrative Sciences, Department of English Linguistics. Mr. Çiftçioğlu began his career as an officer in the Bank's Yenışehir/Ankara Branch in 1985 and was later appointed as an Assistant Section Head, Section Head, Sub-Manager and Assistant Manager in the same branch. In 2007, he was appointed as an Assistant Manager at the Bank's Başkent Corporate/Ankara Branch and Regional Manager of the SME Loans Underwriting Division of Adana Region, and subsequently served as the Ankara Centre I. Region Manager. Mr. Çiftçioğlu was appointed as the Manager of the Ege Corporate/İzmir Branch in 2011 and the Başkent Corporate/Ankara Branch in 2016.

Mr. Çiftçioğlu was elected to the Bank's Board of Directors on 31 March 2017 and has been serving as a member of the Corporate Governance Committee since 4 April 2017.

Müslim Sarı

Born in İstanbul in 1974, Mr. Sarı graduated from Ankara University, Faculty of Political Science, Department of International Relations and, as of the date of this Base Prospectus, continues a master's degree programme at Ankara University, Faculty of Political Science, Public Administration and Political Science Department.

Mr. Sarı served as an officer at the Central Bank's Directorate General for External Relations from 1999 to 2002 and as an Assistant Specialist from 2002 to 2005. Mr. Sarı continued his career as a Specialist at the Risk Centre of the Central Bank from 2005 to 2011. Mr. Sarı was elected as a member of the Turkish parliament from İstanbul for the CHP in 2011 and served on the Planning and Budgeting Commission of the parliament until 2015.

Mr. Sarı was elected to the Bank's Board of Directors on 31 March 2017 and has been serving as a member of the Corporate Social Responsibility Committee since 4 April 2017.

Rahmi Aşkın Türeli

Born in Merzifon in 1963, Mr. Türeli graduated from Ankara University, Faculty of Political Science, Department of Finance and received a master's degree in Economics from the University of Southern California. Mr. Türeli held positions as an Intern National Estate Controller at the Ministry of Finance from 1990 to 1993 and as an Assistant Planning Specialist and Planning Specialist at the Prime Ministry State Planning Organisation from 1993 to 2011. Mr. Türeli also worked as a part time instructor of economics at the Middle East Technical University as a part time instructor from 2002 to 2010. Mr. Türeli was elected as a member of the parliament from İzmir for the CHP in 2011 and served at the Planning and Budgeting Commission of the Turkish parliament as a member and as the CHP's speaker until 2015. Mr. Türeli has published articles and academic work on the macroeconomic balances of the Turkish economy, economic crises, industrialisation, unemployment and poverty.

Mr. Türeli was elected to the Bank's Board of Directors on 31 March 2017 and has been serving as a member of the Corporate Social Responsibility Committee since 4 April 2017.

Executive Committee

The Bank's Executive Committee consists of the Chief Executive Officer and the Deputy Chief Executives. The meetings of the Executive Committee are held once a month; *however*, the Chief Executive Officer may call for a meeting whenever it is necessary. Resolutions are made on a majority basis and require the approval of the Chief Executive Officer.

The Executive Committee is responsible for, among other things, preparing the strategies, policies, targets and the business plan of the Bank and assessing the Bank's performance. Members of the Executive Committee are:

Name	Position
Adnan Bali	Chief Executive Officer
Senar Akkuş	Deputy Chief Executive
Hakan Aran	Deputy Chief Executive
Yılmaz Ertürk	Deputy Chief Executive
Levent Korba	Deputy Chief Executive
Mahmut Magemizoğlu	Deputy Chief Executive
Ergün Yorulmaz	Deputy Chief Executive
Yalçın Sezen	Deputy Chief Executive
Murat Bilgiç	Deputy Chief Executive
N. Burak Seyrek	Deputy Chief Executive

Additional information on each of these Deputy Chief Executives is set forth below:

Senar Akkuş

Born in Diyarbakır in 1969, Ms. Senar Akkuş graduated from the Economics Department of the Faculty of Economics and Administrative Sciences at the Middle East Technical University. She joined the Bank as an Assistant Specialist at the Treasury Department in 1991. After serving in various units of the Bank, she was appointed as a Deputy Chief Executive in 2011.

Hakan Aran

Born in Antakya in 1968, Mr. Hakan Aran graduated from the Computer Engineering Department of the Faculty of Engineering at the Middle East Technical University. He holds a master's degree in Business Administration from the Başkent University, Institute of Social Sciences. He began his career at the Bank as a Software Specialist in the IT Department in 1990 and served in different positions in IT & Software Development Department. He was appointed as a Deputy Chief Executive in 2008.

Yılmaz Ertürk

Born in İstanbul in 1964, Mr. Yılmaz Ertürk is graduated from the Faculty of Economics at İstanbul University and received his master's degree from the same university, Institute of Social Sciences. In 1987, he joined the Bank as an Assistant Specialist in Economic Research Division. He became an Assistant Specialist at the Treasury Department in 1990, an Assistant Manager in 1996 and a Unit Manager in 1998 at the same department. Mr. Ertürk became the Head of the Economic Research Division in 2003, Head of the International

Banking Division in 2006 and Manager of the Kozyatağı Corporate Branch in 2011. Mr. Ertürk was appointed as a Deputy Chief Executive on 30 January 2013.

Levent Korba

Born in Muğla in 1960, Mr. Levent Korba graduated from the English Language Department of Buca Faculty of Education at Dokuz Eylül University. He joined the Bank in 1986 as a Candidate Officer in İzmir Branch and served in various units and branches of the Bank. He was appointed as a Deputy Chief Executive in 2011.

Mahmut Magemizoğlu

Born in Antakya in 1959, Mr. Mahmut Magemizoğlu graduated from the Business Administration Department of the Faculty of Administrative Sciences at the Middle East Technical University. He holds a master's degree in investment analysis from the University of Stirling (UK). He began his career at the Bank in 1982 as an Assistant Inspector on the Board of Inspectors and served in various units of the Bank. He was appointed as a Deputy Chief Executive in 2005.

Ergün Yorulmaz

Born in Amasya in 1959, Mr. Yorulmaz graduated from Marketing Department of Atatürk University's Faculty of Administrative Sciences. He joined the Bank as a candidate officer in the Bank's Arapcamii Branch in 1983, an Assistant Manager in the Kayseri Branch in 1993, served as the Manager of the Kastamonu, Çorum, Gaziantep and Sivas branches between 1994 and 2004 and became the Regional Manager of the Southeast Region in 2004 and the Egean II Region in 2006. Mr. Yorulmaz became the Head of the Bank's Retail Loans Monitoring & Recovery Division in 2008 and was appointed as a Deputy Chief Executive in 2013.

Yalçın Sezen

Born in İzmir in 1965, Mr. Yalçın Sezen graduated from the Political Sciences and Public Administration Department of the Middle East Technical University, Faculty of Economics and Administrative Sciences. He joined the Bank in 1987 as an Assistant Inspector on the Board of Inspectors. After serving in various units of the Bank, he was appointed as a Deputy Chief Executive in 2011.

Murat Bilgiç

Mr. Murat Bilgiç was born in Ankara in 1968 and graduated from the International Relations Department of the Faculty of Economics and Administrative Sciences at Middle East Technical University. He holds a master's degree in banking from the University of Birmingham. He joined the Bank in 1990 as an Assistant Inspector. In 2002, after serving in a variety of positions at the Bank, he became a Regional Manager in the Corporate Loans Department. Since 2008, he has been serving as the Manager of the Corporate Loans Department. On 25 March 2016, Mr. Bilgiç was appointed as a Deputy Chief Executive.

Burak Seyrek

Born in Ankara in 1970, Nevzat Burak Seyrek graduated from the International Relations Department of the Faculty of Political Science of Ankara University in 1990. In December 1990, he began his career as a junior training assistant in the training centre of the Bank. After his employment in the education directorate, he served in the credit department as a credit specialist. From 1994 to 2001, Mr. Seyrek worked at İşbank GmbH in the credit and risk management department as an Assistant Director and the Risk Manager. In 2001, he returned to the Bank, where he worked until 2004 in the Başkent Branch (Ankara) as the Assistant Director responsible for credit and trade. In 2004, Mr. Seyrek was promoted to the position of branch manager of the Ostim Branch in Ankara. From 2007 to 2010, he held the position of the regional corporate sales director for Ankara region II. From 2010 to 2011, he served as the head of corporate banking products, and from 2011 to 2013 he continued the duties of head of corporate banking (sales) with responsibility for the regional directorates and corporate branches. In October 2013, he was appointed as the CEO of İşbank AG. On 25 March 2016, Mr. Seyrek was appointed as a Deputy Chief Executive.

Board Committees

In addition to the Executive Committee, the Board of Directors has established the Credit Committee, the Credit Revision Committee, the Audit Committee, the Risk Committee, the TRNC Internal Systems Committee, the Corporate Social Responsibility Committee, the Remuneration Committee and the Corporate Governance Committee.

Credit Committee. The Bank's Credit Committee consists of the Chief Executive Officer or his deputy, who is also the chairman of the Credit Committee, and two members of the Board of Directors. Each year, at the first Board of Directors meeting after the General Shareholders' Meeting, the members of the Credit Committee are determined. Two alternate committee members are also designated. Decisions of the Credit Committee relating to credit allocations require unanimous approval with each Credit Committee member having an opportunity to examine the credit file in question. Resolutions of the Credit Committee that have unanimous backing are executed directly, while resolutions made on a majority basis are executed following the approval of the Board of Directors. The Credit Committee examined 82 credit files in 2015, 60 in 2016 and 22 in the first three months of 2017.

Credit Revision Committee. The Credit Revision Committee was established within the context of the Bank's credit risk policy in order to ensure that after any revision of its loan portfolio at the end of the year, relations with credit customers are evaluated and, where necessary, the credit limits allocated are renewed or revised. In 2016, the Bank's Credit Revision Committee revised all the firms and institutions under the authority of the Board of Directors and Credit Committee and completed the examination and revision of limits for hundreds of group or individual companies and correspondents.

Audit Committee. The Audit Committee consists of two members (a chairman and a member) that serve on the Board of Directors. The Audit Committee members are selected by the Board of Directors. The Audit Committee informs the Board of Directors of the results of its activities and the measures that are required to be taken by the Bank, and offers its opinions on other matters that it considers to be significant for the Bank to conduct its business in a safe manner.

The Audit Committee is in charge of:

- ensuring that the Bank's internal systems function effectively and efficiently and that the Bank's accounting and reporting systems operate in compliance with the related regulations,
- carrying out the preliminary assessment of external auditors and rating agencies, evaluating and supporting service providers and monitoring on a regular basis the activities of the service providers selected by the Board of Directors,
- ensuring that the internal audit functions of subsidiaries that are subject to consolidation are being performed in line with the related regulations,
- reporting and advising to the Board of Directors in relation to the Bank's operations and activities, as well as the policies and regulations of its internal systems,
- evaluating the information and reports received from independent auditors and divisions that fall under the internal systems with respect to their activities,
- ensuring that the Bank's financial statements are in accordance with the relevant regulations, requirements and standards,
- where necessary, gathering information, reports and documents from the relevant units of the Bank or its supporting service providers and independent auditors and, subject to the approval of the Board of Directors, receiving consulting service from persons who are experts in their respective fields,
- carrying out its other regulatory duties and performing tasks assigned by the Board of Directors,

- reporting to and advising the Board of Directors in relation to the results of its activities and the measures deemed necessary to be taken in order for the Bank to operate in a manner compliant with the relevant external and internal regulations and policies, and
- ensuring that the scope of the internal capital adequacy evaluation process includes all risks in a consolidated manner and that auditing and control processes are maintained within the Bank for such evaluation to be adequate and accurate.

Risk Committee. The Risk Committee is responsible for formulating the risk management strategies and policies that the Bank will adhere to both on a consolidated and unconsolidated basis, presenting them to the Board of Directors for approval, and monitoring compliance with them. The Risk Committee is the common communication platform with the Bank's executive divisions in terms of assessing the risk to which the Bank is exposed, making suggestions about precautions to be taken and methods to be followed. The committee's principal duties include:

- preparing risk strategies and policies and presenting them to the Board of Directors for approval,
- adjudicating on and negotiating the issues raised by the Risk Management Division,
- recommending risk limits (including risk appetite limits, trading book limits, banking book limits, investment limits, loan concentration limits, industrial limits and liquidity risk limits) to the Board of Directors, monitoring the breach of risk limits and making recommendations to the Board of Directors regarding the treatment and elimination of those breaches,
- recommending to the Board of Directors changes in risk policies as circumstances require,
- monitoring risk identification, definition, measurement, assessment, and management processes carried out by the Risk Management Division, and
- monitoring the accuracy and reliability of the risk measurement methodologies and their results.

The Risk Committee also contributes to the configuration of group risk policies through consolidated group meetings. In the activities that the Risk Committee carries out on a consolidated basis, the Deputy Chief Executive responsible for the Equity Participations Division and the Department Head of the Equity Participations Division also attend the meetings.

The TRNC Internal Systems Committee. Due to the Bank having branches operating in the TRNC, the TRNC Internal Systems Committee was established under resolution No. 35546 of the Board of Directors dated 15 June 2009 in accordance with the Banking Law of the TRNC and other relevant regulations.

The TRNC Internal Systems Committee informs the Board of Directors of the results of its activities and the measures that are required to be taken by the Bank's branches in the TRNC, and renders its opinions on other matters that it deems to be significant for these branches to conduct their business in a safe and effective manner.

The TRNC Internal Systems Committee is responsible for ensuring that the internal systems that have been established with regard to the activities of the branches operating in the TRNC function effectively and efficiently and that the Bank's accounting and reporting systems in these branches operate within the framework of the related regulations, ensuring the integrity of information produced.

The TRNC Internal Systems Committee is also responsible for carrying out the preliminary assessment of external auditors as well as monitoring on a regular basis the activities of the service providers for other banking activities that have been selected by the Board of Directors and have signed an agreement with the Bank.

Corporate Social Responsibility Committee. The Corporate Social Responsibility Committee was established in accordance with the Regulation on Social Responsibility Practice (the "*Social Regulation*"), which was adopted under resolution No. 33784 of the Board of Directors dated 7 November 2007. The

Committee operates in line with the Social Regulation principles, by considering the following basic fields of contribution: “Education,” “Culture and Art,” “Health,” “Protection of the Environment” and “Other Activities.”

Remuneration Committee. As per the resolution of the Board of Directors, dated 29 December 2011 and No. 38038, the Remuneration Committee was established for the purpose of executing functions and activities related to monitoring and controlling remuneration implementations of the Bank on behalf of the Board of Directors.

The Committee holds meetings at least twice a year and informs the Board of Directors about the results of its own activities and its opinions on other important issues. The Remuneration Committee is responsible for monitoring and controlling policies related to remuneration management on behalf of the Board of Directors within the context of compliance to the Bank’s Corporate Governance Principles, ensuring that remuneration is in compliance with the Bank’s ethical values, internal balances and strategic goals. The committee is also responsible for evaluating remuneration policy and its implementation within the framework of risk management, submitting proposals to the Board of Directors that are in line with the requirements after examining remuneration policy and officiating other responsibilities in accordance with relevant legislation and tasks assigned by the Board of Directors within this framework.

Corporate Governance Committee. As per the resolution of the Board of Directors dated 27 February 2013, the Corporate Governance Committee was established for the purpose of assuring that the Bank complies with corporate governance principles and determining appropriate independent nominees for the Bank’s Board of Directors.

Conflict of Interests

There are no actual or potential conflicts of interest between the duties of any of the members of the Board of Directors and the Executive Committee and their respective private interests or other duties.

Address

The business address of the Executive Committee is İş Kuleleri 34330 Levent, İstanbul, Turkey.

Remuneration

As per article 58 of the Bank’s articles of association, which were amended on 30 March 2016, the Bank does not distribute any dividends to the members of the Board of Directors (including the Chief Executive Officer) for their roles as members of the Board of Directors. Monthly remunerations of the members of the Board of Directors and auditors are determined annually at the Bank’s General Shareholders’ Meetings and disclosed to the Borsa İstanbul.

The aggregate amount of the remuneration paid and benefits granted to the members of the Bank’s Board of Directors and its senior management for 2016 was TL 22 million.

Corporate Governance

The Bank recognises the importance of maintaining sound corporate governance practices. The relationship between the Bank’s management, shareholders, employees and third parties (including customers, legal authorities, suppliers and various other individuals and institutions with whom the Bank does business) are based upon fundamental governance principles, including integrity, credibility, non-discrimination, compliance, confidentiality, transparency, accountability and sustainability.

CMB Corporate Governance Principles

On 3 January 2014, the CMB issued the Corporate Governance Communiqué, which provides certain mandatory and non-mandatory corporate governance principles as well as rules regarding related-party transactions and a company’s investor relations department. Some provisions of the Corporate Governance Communiqué are applicable to all companies incorporated in Turkey and listed on the Borsa İstanbul, whereas some others are applicable solely to companies whose shares are traded in certain markets of the Borsa İstanbul. The Corporate Governance Communiqué provides specific exemptions and/or rules applicable to banks that are traded on the Borsa İstanbul.

As of the date of this Base Prospectus, the Bank is subject to the Corporate Governance Principles stated in the banking regulations and the regulations for capital markets that are applicable to banks. In case of any non-compliance with any of the non-mandatory principles applicable to the Bank under the Corporate Governance Communiqué, the Bank will explain such non-compliance in its annual Corporate Governance Principles Compliance Report, which is published as part of its annual report.

The Corporate Governance Communiqué contains principles relating to: (a) companies' shareholders, (b) public disclosure and transparency, (c) the stakeholders of companies and (d) the board of directors. A number of principles are compulsory, while the remaining principles apply on a "comply or explain" basis. The Corporate Governance Communiqué classifies listed companies into three categories according to their market capitalisation and the market price of their free-float shares, subject to recalculation on an annual basis. The Bank is classified as a "1st Group" company.

The Capital Markets Law authorises the CMB to require listed companies to comply with the corporate governance principles in whole or in part and to take certain measures with a view to ensure compliance with the new principles, which include requesting injunctions from the court or filing lawsuits to determine or to revoke any unlawful transactions or actions that contradict these principles.

Legal Proceedings

POAŞ Proceedings

On 22 March 2016, a court in İstanbul received a prosecutor's indictment related to some of the fuel import transactions of publicly traded Turkish fuel distributor OMV Petrol Ofisi A.Ş. ("POAŞ") against certain of its board members or senior managers who served between 2001 and 2007. The indictment includes allegations against the Bank's current Chairman and certain other current and past senior managers who served at POAŞ between 2001 and 2005, when the Bank was a significant minority shareholder in the company. As of the date of this Base Prospectus, the Bank's management does not believe that the proceedings will have any material impact on the Bank. The lawsuit is pending as of the date of this Base Prospectus.

OWNERSHIP

The Bank was established in 1924 at the initiative of Mustafa Kemal Atatürk, the founder of modern Turkey. The Bank has three classes of shares: Class A Shares, Class B Shares and Class C Shares. For the principal differences among these three classes of shares, see “*Voting rights*” and “*Privileges*” below.

As of 31 December 2016: (a) the major shareholder of the Bank, with a 40.15% shareholding, was the İşbank Personnel Supplementary Pension Fund, which acts on behalf of both active and retired employees of the Bank, (b) 31.76% of the Bank’s shares were on free float and (c) the remaining 28.09% were held by the CHP, which is the testamentary heir of the Bank share capital held initially by Mustafa Kemal Atatürk under his will dated as of 5 September 1938. Under such will and its interpretation by the Turkish courts, dividends on the share capital of the Bank held by the CHP are paid equally to the following two non-profit organisations: the Turkish Language Institute and the Turkish Historical Society.

As of 31 December 2016, the share capital of the Bank was TL 4,500,000,000 consisting of 112,502,250,000 fully paid-up shares. Registered shareholdings in the Bank as of such date were as follows:

Shareholder	Shares ⁽¹⁾	Percentage
Pension Fund		
Class A Shares	35,532	0.00%
Class B Shares.....	948,830	0.00%
Class C Shares.....	45,163,573,967	40.15%
Sub-total.....	45,164,558,329	40.15%
Atatürk’s Shares (the CHP)		
Class A Shares	27,568	0.00%
Class B Shares.....	823,769	0.00%
Class C Shares.....	31,603,348,766	28.09%
Sub-total.....	31,604,200,103	28.09%
Public Free Float		
Class A Shares	36,900	0.00%
Class B Shares.....	1,127,401	0.00%
Class C Shares.....	35,732,327,267	31.76%
Sub-total.....	35,733,491,568	31.76%
Total		
Class A Shares	100,000	0.00%
Class B Shares.....	2,900,000	0.00%
Class C Shares.....	112,499,250,000	100.00%
Total.....	112,502,250,000	100.00%

(1) Each Class A and B share has a nominal value of one Kuruş. Each Class C share has a nominal value of four Kuruş. One hundred Kuruş are equal to one Turkish Lira.

Dividends

Dividends are paid by the Bank from its net profit in accordance with its articles of association. Under its articles of association, the Bank is required to allocate 5% of its net profit towards its statutory reserve fund, 5% as a provision for probable losses and 10% as a first contingency reserve. From the balance of net profit, an amount equal to 6% of the Bank’s paid-up share capital represented by Class A, B and C shares is distributed to the shareholders as a “first dividend.” Should the net profit realised in any year be insufficient to provide for the first dividend of 6%, the balance is to be distributed out of the Bank’s contingency reserve fund with such amount constituting a charge to be made up out of profits to be realised in subsequent years. Once the first dividend (and, where appropriate, the contingency reserve fund) is provided for, the balance of the net profit is distributed as follows: 10% for founder shares (limited to TL 250,000 of paid-up capital), 20% for the employees of the Bank and 10% as a second contingency reserve. Once these amounts have been distributed, the balance is distributed to the Bank’s shareholders as a “second dividend” in accordance with the Bank’s articles of association.

The following table sets forth details of the Bank’s dividend distributions pertaining to the indicated years (all of which consisted entirely of cash dividends).

	2014	2015	2016
	<i>(TL, except percentages)</i>		
Class A Shares	289	327	2,388
Class B Shares	5,058	5,612	10,645
Class C Shares	699,024,745	770,662,506	1,175,280,733
Total	699,030,092	770,668,445	1,175,293,766
Payout ratio (%)	20.1%	25.5%	24.9%

Preferential rights

Under the Bank's articles of association, existing shareholders have preferential rights with respect to the purchase of new shares to be issued by the Bank. The duration and conditions of the exercise of these rights is to be determined by the Board of Directors in accordance with the relevant Turkish regulations. To the extent that these preferential rights are not exercised in respect of any new shares within the prescribed period, these shares are to be made available for subscription by the public.

Voting rights

At least one share is needed for participating in any Ordinary or Extraordinary General Assembly. According to Article 49 of the Bank's articles of association, each Group (A) share with a nominal value of 1 Kuruş gives its shareholder one voting right, each Group (B) share with a nominal value of 1 Kuruş gives its shareholder one voting right and each Group (C) share with a nominal value of 4 Kuruş gives its shareholder four voting rights. Votes may be cast by proxy.

Privileges

Holders of Class A shares have additional privileges according to Articles 18 and 19 of the Bank's articles of association. For example, holders of Class A shares: (a) can receive 20 times the number of additional shares in a possible distribution of bonus shares issued from the conversion of extraordinary and revaluation reserves generated in accordance with the relevant laws and (b) are eligible to exercise 20 times the pre-emption rights per Class A share.

Furthermore, Class A and B shares, each with a nominal value of one Kuruş, are granted privileges in distribution of profits pursuant to Article 58 of the Bank's articles of association.

Major Shareholders

İşbank Personnel Supplementary Pension Fund

The Pension Fund is a separate legal entity from the Bank and is organised as a private Turkish "foundation" under the Turkish Civil Law, operating within the Turkish Regulations of Foundations. All active and retired Turkish employees of the Bank are members of the Pension Fund. The aim of the Pension Fund is to provide higher pensions to the Bank's employees when they retire and to provide both employees and pensioners with various social benefits.

Atatürk's Shares (The CHP)

The CHP is the testamentary heir of the Bank's share capital held initially by Mustafa Kemal Atatürk. The CHP was founded on 9 September

1923 approximately one and a half months before the proclamation of Turkey. The CHP is the first official political party of Turkey and was established by Mustafa Kemal Atatürk, who was also the founder of the Bank. Atatürk remained the chairman of the CHP until his death in 1938 when, in line with the provisions of his will, his shares in the Bank were transferred to the CHP.

Under Atatürk's will, any dividends on the share capital of the Bank held by the CHP are paid to the Turkish Language Institute and the Turkish Historical Society. Therefore, the CHP enjoys only representative rights in relation to their shares derived from Atatürk's bequest.

Other Shareholders

The remaining shares are on free float held by other individual or institutional shareholders, who together owned 31.76% of the Bank's shares as of 31 December 2016.

RELATED PARTY TRANSACTIONS

The Bank and its qualified shareholders, Board of Directors (including the Chief Executive Officer) and the undertakings that they control individually or jointly, directly or indirectly, or in which they participate with unlimited responsibility or where they are members of board of directors or general manager are considered and referred to as related parties. The Bank enters into transactions with related parties in the ordinary course of its business and on an arm's length basis and will continue to do so in the future. See also “*Business of the Group – Related Party Transactions.*”

Restrictions relating to loans extended by the Bank to the members of its Board of Directors are defined in Article 50 of the Banking Law. The Bank does not extend loans to the members of its Board of Directors other than those allowed by law.

None of the members of the Bank's Board of Directors or executive officers has or has had any interest in any transaction effected by the Bank and that are or were unusual in their nature or conditions or significant to the business of the Bank and that were effected during the current or immediately preceding financial year or were effected during an earlier financial year and remain in any respect outstanding or unperformed. None of these individual transactions are material.

The Banking Law places limits on a bank's exposure to related parties. Under the Banking Law, the total amount of loans to be extended by a bank to its risk group (*i.e.*, related parties) must not be more than 20% of its own funds. As of 31 December 2016, the Bank's total net exposure to its risk group totalled TL 2,674 million, an amount corresponding to 6.8% of its own funds; the Bank is therefore within the limits of the Banking Law in terms of its exposure to its subsidiaries and other affiliates.

The following table shows the breakdown of the Group's business transactions with related parties as of the dates indicated.

	31 December					
	2014		2015		2016	
	Amount	Percentage of Related Item	Amount	Percentage of Related Item	Amount	Percentage of Related Item
<i>(TL thousands, except percentages)</i>						
Cash loans.....	445,226	0.26%	326,211	0.17%	221,231	0.10%
Non-cash loans	1,728,681	3.87%	2,109,688	3.99%	3,048,854	4.62%
Deposits	3,199,237	2.38%	3,496,383	2.27%	3,881,747	2.17%
Derivatives.....	-	-	29,860	0.02%	26,465	0.02%

INSOLVENCY OF THE ISSUER

The Turkish Covered Bonds Law contains provisions relating to the protection of the Covered Bondholders upon the insolvency of the Issuer.

Pursuant to the Turkish Covered Bonds Law, the assets in the Cover Pool can only be used to pay the Covered Bondholders, Receiptholders, Couponholders, Hedging Counterparties and (to the extent that Additional Cover has been included in the manner described in Article 29 of the Covered Bonds Communiqué) Other Secured Creditors. The assets in the Cover Pool cannot be pledged, subject to an attachment or included in the assets of the Issuer in case of bankruptcy. If the assets in the Cover Pool are not sufficient to pay all of the outstanding Total Liabilities, then the Covered Bondholders, Receiptholders, Couponholders and Hedging Counterparties will (in addition to the Non-Statutory Security) have an unsecured right of recourse to the other assets of the Issuer and any claims of such Secured Creditors will (in the case of any insolvency, bankruptcy, liquidation or similar event relating to the Issuer) rank *pari passu* with the other unsecured creditors of the Issuer (including the Other Secured Creditors) for the unpaid amount, with the exception of the preferred rank of the creditors under the Applicable Laws of Turkey, including, but not limited to, Article 206 of the Turkish Execution and Bankruptcy Law No. 2004 (*İcra ve İflas Kanunu*), as amended from time to time, and the Law on the Central Bank of Turkey No. 1211 (*Türkiye Cumhuriyet Merkez Bankası Kanunu*) according to which the proceeds obtained from the sale of the assets of the debtor are distributed amongst the creditors in the following order:

- (a) claims against the bankruptcy estate due to debts incurred during the administration of the bankruptcy estate,
- (b) taxes, duties, fees and other governmental charges,
- (c) secured obligations,
- (d) salaries of the employees for the last year, and severance payments of the employees and debts to the employee funds,
- (e) certain debts of the bankrupt due to custody and guardianship provisions under Turkish Civil Law No. 4721,
- (f) debts of the bankrupt that are determined as privileged receivables of the bankrupt under specific laws (*i.e.*, debts of the bankrupt to its legal counsels, debts of the bankrupt to participate in utilities, etc.), and
- (g) unsecured receivables (assets).

As the Issuer is a licensed bank in Turkey, the insolvency process of the Issuer will be conducted in accordance with the Banking Law and the Turkish Execution and Bankruptcy Law No. 2004 (*İcra ve İflas Kanunu*).

Measures under the Banking Law and Transfer to the SDIF

(a) Transfer of Management to the SDIF and Cancellation of Operating Permission

Pursuant to the Banking Law, if the results of a consolidated or unconsolidated audit show that the Issuer's financial structure has seriously weakened due to the occurrence of one or more of the following events, then the BRSA may require the Board of Directors of the Issuer to take measures to strengthen its financial position:

- (i) the assets of the Issuer are insufficient or are likely to become insufficient to cover its obligations as they become due,
- (ii) the Issuer is not complying with its liquidity requirements,
- (iii) due to an imbalance in its income and expenses, the Issuer's profitability is such as to make it unable to conduct its business in a secure manner,
- (iv) the regulatory equity capital of the Issuer is not sufficient or is likely to become insufficient,

(v) the quality of assets of the Issuer have been impaired in a manner weakening its financial structure,

(vi) the practices, decisions, by-laws and/or internal regulations of the Issuer are in breach of the Banking Law, relevant regulations or the decisions of the BRSA,

(vii) either: (A) the Issuer does not establish internal control, internal audit and risk management systems, (B) the Issuer does not effectively and sufficiently conduct such systems or (C) any factor impedes the supervision of such systems, or

(viii) imprudent acts of the Issuer's managers materially: (A) increase the risks defined under the Banking Law or (B) weaken the bank's financial structure.

If the BRSA determines that the Issuer is not in compliance with one or more of the requirements set forth under (i), (ii), (iii), (iv) or (v) above, then it may require the Issuer, in accordance with Article 68(a) of the Banking Law:

- to increase its equity capital,
- not to distribute dividends for a specific period to be determined by the BRSA and to transfer its distributable dividend to the reserve fund,
- to increase its loan provisions,
- to cease any grant of loan to its shareholders,
- to dispose of its assets in order to strengthen its liquidity,
- to cease or restrict its new investments,
- to limit salaries and other payments,
- to cease its long-term investments, and/or
- to take any other action that is deemed necessary by the BRSA.

In the event the aforementioned actions are not taken (in whole or in part) by the Issuer or its financial structure cannot be strengthened despite it having taken such actions, or the BRSA determines that the Issuer's financial structure has become so weak that it could not be strengthened even if it takes any of the actions above, then the BRSA may require the Board of Directors of the Issuer, in accordance with Article 69 of the Banking Law, to take any of the following corrective actions:

- to strengthen its financial condition,
- to increase its liquidity and/or capital adequacy,
- to dispose of its fixed assets and long-term assets,
- to decrease its operational and administrative costs,
- to postpone its payments, excluding the regular payments to be made to its employees, or
- restrict or cease to make any cash or non-cash loans to certain third persons, legal entities, risk groups or sectors.

On the other hand, if the BRSA determines that the Issuer is not in compliance with one or more of the requirements set forth under (vi), (vii) or (viii) above, then it may require the Board of Directors of the Issuer, in accordance with Article 68 of the Banking Law:

- to comply with the relevant banking legislation,
- to review its loan policy and cease its high risk transactions,
- to take all actions to decrease any maturity, foreign exchange and interest rate risks, or
- to take any other action that is deemed necessary by the BRSA.

In the event the aforementioned actions are not taken (in whole or in part) by the Issuer or its financial structure cannot be strengthened despite it having taken such actions, or the BRSA determines that the Issuer's financial structure has become so weak that it could not be strengthened even if it takes any of the actions above, then the BRSA may require the Board of Directors of the Issuer, in accordance with Article 69 of the Banking Law, to take any of the following corrective actions:

- to convene an extraordinary general assembly in order to change the board members or assign new member(s) to the board of directors or the removal of the existing board members responsible for the failure to ensure compliance aforementioned actions, and/or
- to implement short, medium or long-term plans and projections that are approved by the BRSA to decrease the risks incurred by the Issuer in respect of clause (viii) above and to request the board members and shareholders holding qualified shares to undertake the implementation of such plan in writing and to deliver the outcome of this on a periodical basis, and/or
- to take any other action that is deemed necessary by the BRSA.

Pursuant to Article 70 of the Banking Law, in the event the aforementioned actions are not (in whole or in part) taken by the Issuer or are not sufficient to cause the Issuer to continue its business in a secure manner, the BRSA may require the Issuer:

- to limit or cease its business for a temporary period,
- to apply various restrictions, including restrictions on interest and maturity with respect to resource collection and utilisation,
- to remove from office (in whole or in part) its board members, general manager and deputy general managers and the relevant department and branch managers and to obtain approval from the BRSA for the appointment of their replacements,
- to make available long-term loans that will be secured by the shares or other assets of the controlling shareholders,
- to limit or cease its non-performing operations and to dispose of its non-performing assets,
- to merge with one or more other interested banks,
- to provide new shareholders in order to increase its equity capital,
- to cover its losses with its equity capital, and/or
- to take any other action that is deemed necessary by the BRSA.

In the event the BRSA determines that: (a) the aforementioned actions are not (in whole or in part) taken by the Issuer within a period of time set forth by the BRSA or in any case within twelve months, (b) the financial structure of the Issuer cannot be strengthened despite it having taken such actions or the financial structure of the Issuer has become so weak that it could not be strengthened even if the actions were taken, (c) the continuation of the activities of the Issuer would jeopardise the rights of the depositors and the participation fund owners and the security and stability of the financial system, (d) the Issuer cannot fulfil its obligations as they become due, (e) the total amount of the liabilities of the Issuer exceeds the total amount of its assets or (f) the controlling shareholders or managers of the Issuer are found to have made use of the Issuer's resources for their own interests, directly or indirectly or fraudulently, in a manner that jeopardised the secure functioning of the Issuer or caused the Issuer to sustain a loss as a result of such misuse, then the BRSA, with the affirmative vote of at least five of its board members, may: (i) revoke the license of the Issuer to engage in banking operations and/or to accept deposits or (ii) transfer the management, supervision and control of the rights of the shareholders (excluding dividends) of such bank to the SDIF with the condition that the losses of the shareholders are reduced from the capital.

In the event that the license of the Issuer to engage in banking operations and/or to accept deposits is revoked, then the Issuer's management and audit will be taken over by the SDIF. Any and all execution and bankruptcy proceedings (including a preliminary injunction) against the Issuer would be discontinued as from the date on which the BRSA's decision to revoke the Issuer's license is published in the Official Gazette. From

such date, the creditors of the Issuer may not assign their rights or take any action that could lead to an assignment of their rights. The SDIF must take measures for the protection of the rights of depositors and other creditors of the Issuer. The SDIF is required to pay the insured deposits of the Issuer either by itself or through another bank it may designate. In practice, the SDIF may designate another bank that is under its control. The SDIF is required to institute bankruptcy proceedings in the name of depositors against a bank whose operating permission is revoked.

(b) Management and Liquidation by the SDIF

Transfer of Bank's Management, Supervision and Control to the SDIF. In case the Issuer's management, supervision and control of the privileges of shareholders (excluding dividends) is transferred to the SDIF as per Article 71 of the Banking Law, the SDIF will manage the Issuer in accordance with Article 107 of the Banking Law. Accordingly, the SDIF will exercise its rights in line with the principles ensuring cost efficiency and maintaining the security and stability of the financial system. The SDIF is authorised to suspend the activities of any bank whose partnership rights, excluding dividends, as well as management and control have been transferred thereto pursuant to the provisions of Article 71, for a period to be determined by the SDIF. Taking as a basis the balance sheet to be prepared as of the transfer date, the SDIF is also authorised to:

(i) request the BRSB to transfer the assets, organisation, personnel (unless they otherwise request) as well as the savings deposit and contribution funds subject to insurance together with the interest accrued; *provided* that such interest does not exceed the average of interest rates applied by five deposit banks with the highest total deposits as of the transfer date for savings deposits and the average of return rates applied by three participation banks with the highest total participation funds for contribution funds, and the corresponding provision items on the liabilities side, to a bank to be newly established or any of the existing banks, and/or to terminate the operating permission of the bank, whose assets and liabilities have been transferred partially or completely,

(ii) provide financial support and take over the losses corresponding to the capital representing the shares transferred thereto; *provided* that it owns the shares and that the amount of deposits and contribution funds covered by insurance is not exceeded,

(iii) in case of failure to take ownership of all shares upon assuming the losses, take over the shares in return for the payment of share values (to be calculated on the basis of the capital to be calculated upon subtracting the loss from the paid-in capital) to the Issuer's shareholders within the period to be set by the SDIF, and/or

(iv) request the BRSB to cancel the Issuer's operating permission.

The shares referred to in clauses (ii) and (iii) above shall be transferred to the SDIF free from any right and restriction.

If the Issuer's shares have been transferred to the SDIF in accordance with the preceding paragraph, the SDIF is authorised to:

(i) partially or completely transfer the assets and liabilities of the Issuer, if a majority or all of its shares have been transferred thereto, to a bank that is newly established or to interested banks, by providing financial and technical assistance where necessary, or to merge the Issuer with any other interested bank,

(ii) in order to strengthen and restructure the financial system, as limited to cases where deemed necessary by the SDIF:

(A) increase the Issuer's capital,

(B) remove default interests arising from statutory provisions and general liquidity requirements,

(C) purchase affiliates and/or immovable and other assets, or to take them as guarantee and give advances in return,

(D) deposit funds to meet liquidity requirements,

(E) take over receivables or losses,

(F) carry out any transaction pertaining to its assets and liabilities and convert them into cash,

(iii) sell the assets of the Issuer to third parties offering discounts or other methods and to take any other measure it may deem necessary, and/or

(iv) transfer the shares of the Issuer to third parties, with the permission of the BRSB within the framework of the principles and procedures to be set by the SDIF.

The consent of creditors and debtors shall not be sought in transfer transactions to be performed under the provisions of this Article 107.

The process of restructuring, strengthening, transferring, merging or selling the Issuer when its partnership rights, excluding dividends, as well as management and supervision have been transferred to the SDIF pursuant to Article 71 of the Banking Law has to be completed within no more than nine months following the transfer date. This period may be extended for a period of up to three months if so determined by the SDIF. If the transfer, merger or sale cannot be completed within such period of time, then the BRSA shall revoke the operating permission of the Issuer upon the request of the SDIF.

Liquidation by the SDIF Following Cancellation of Operating Permission. Once the BRSB decides that the Issuer should no longer continue its banking activity and cancels the operating permission of the Issuer, the SDIF will take over the management of the Issuer. Pursuant to Article 106 of the Banking Law, following cancellation of the Issuer's operating permission, and takeover of the Issuer by the SDIF, the SDIF will apply to the court for the bankruptcy of the Issuer. The bankruptcy court is required to rule on the bankruptcy of the Issuer within six months of the application and appoint the SDIF as the bankruptcy administrator.

In the event that a bankruptcy judgment is issued, the SDIF will participate in the bankruptcy estate as a privileged creditor, having priority over all privileged creditors specified in Article 206 of the Execution and Bankruptcy Law No. 2004, after deduction of the receivables of the Turkish government (or relevant governmental institutions) and social security organisations set forth in the Law 6183 on the Collection Procedures of Public Receivables.

In case the bankruptcy court does not render a bankruptcy decision, then the voluntary liquidation of the Issuer will commence, and such process will be conducted by the SDIF through the appointment of members to the Issuer's liquidation board, without requiring the resolution of the general assembly of the Issuer and without being subject to the provisions of the Turkish Commercial Code regarding the dissolution and liquidation of joint stock-companies.

OVERVIEW OF THE TURKISH RESIDENTIAL MORTGAGE LOAN MARKET

The following is a general overview of the Turkish residential mortgage loan market. The summary does not purport to be, and is not, a complete description of the Turkish residential mortgage loan market or any aspect thereof.

Turkish Residential Mortgage Loan Market

The Turkish residential mortgage loan market has been growing at a significant pace, having experienced a compound aggregate growth rate of 21.5% from 31 December 2006 to 31 December 2016. This growth is particularly notable as it occurred during the recent global financial crisis and related economic volatility within Turkey, with the declining interest rate environment resulting from these macro-economic conditions both encouraging borrowers to seek mortgage loans and encouraging lenders to increase their business in these higher-yielding retail products.

The following table provides the residential mortgage loans-to-GDP ratio and the outstanding principal amount of residential mortgage loans as of 31 December of each of the indicated years:

	As of 31 December										
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
	<i>(TL millions, except percentages)</i>										
Residential Mortgage Loans-to-GDP ratio	3.0%	3.7%	3.9%	4.5%	5.2%	5.3%	5.5%	6.1%	6.2%	6.1%	6.3%
Residential Mortgage Loans.....	23,377	32,460	38,895	44,872	60,793	74,588	86,042	110,286	125,750	143,537	163,899

Source: BRSA, TurkStat

The main drivers of this growth have been: (a) the historically very low use of residential mortgage loans, reflecting the traditional approach in Turkey of paying cash for a home (occasionally with funds borrowed from family members or other non-bank sources), (b) lower interest rates in Turkey, (c) favourable demographics as a result of Turkey's significant and growing population of people in their 20s and 30s, including many young families, (d) the significant (though volatile) growth in GDP, (e) revisions to the Applicable Laws of Turkey that have made mortgage lending more attractive to Turkish banks and (f) greater stability in the value of the Turkish Lira, until recent years, thereby encouraging Turkish lenders to make longer-term loans denominated in Turkish Lira.

As noted above, the Turkish residential mortgage market was historically very small, being almost non-existent until 2004 as a result of persistently high budget deficits, inflation and interest rates. Following the economic crisis in 2001, Turkey has experienced a more stable political and economic environment and has implemented more prudent economic policies, which have reduced significantly the level of inflation and the volatility of the value of the Turkish Lira. In line with these improvements, Turkish interest rates have declined significantly and made mortgage borrowing more affordable for Turkish borrowers.

The following table sets out the average CPI inflation levels and average residential mortgage interest rates in Turkey, as well as the growth in the principal amount of outstanding residential mortgages, for each of the indicated years:

	As of (or for the year ended) 31 December										
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
CPI ⁽¹⁾	9.60%	8.76%	10.44%	6.25%	8.57%	6.47%	8.89%	7.49%	8.85%	7.67%	7.78%
Mortgage interest rates ⁽²⁾	18.27%	18.30%	18.63%	15.60%	11.05%	11.59%	12.40%	9.69%	11.86%	12.31%	13.25%

Source: Turkstat, Central Bank

(1) Average annual inflation rates.

(2) Weighted average interest rates on mortgage loans.

	As of (or for the year ended) 31 December										
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
	(TL millions)										
Growth in Outstanding Principal.....	10,340	9,083	6,435	5,977	15,921	13,794	11,454	24,244	15,464	17,787	20,362

Source: BRSA

Mortgage interest rates and the growth in mortgage loans are correlated, with a lower interest rate environment resulting in greater demand from borrowers. A lower interest rate environment also encourages lenders to offer greater amounts of mortgage loans due to their relatively higher net interest margin as compared to traditional corporate loans. Consistent with this correlation and as noted in the preceding table, the highest expansion in the outstanding principal amount of residential mortgage loans was experienced in 2010 and 2013, which also had the lowest average mortgage interest rates (11.05% and 9.69%, respectively) on record.

Loan Provisions

In Turkey, banks announce mortgage rates on a monthly basis instead of a yearly basis (*e.g.*, 1% monthly instead of 12% yearly). Almost all Turkish residential mortgage loans are fixed rate loans and, as a result of a change of the Applicable Law in 2009 requiring loans to Turkish citizens to be denominated in Turkish Lira, all are denominated in Turkish Lira other than a very small number of mortgage loans made to foreign citizens with residences in Turkey. Payments on residential mortgages are almost always monthly and generally are effected by having the lending bank withdraw funds from a bank account held by the borrower with the lending bank.

The maximum maturity for residential mortgage loans in Turkey is typically 240 months (with only one institution providing loans up to 360 months, while some major banks have a maximum maturity of 120 months).

Turkish Demographics and Housing Market

Several developments in Turkey, including urbanisation and a young population, provide the potential for further demand in housing, and thus further growth in residential mortgage lending; *provided* that the economic fundamentals remain favourable, particularly low inflation and interest rates. In 2016, the Turkish population grew by 1.4% year-over-year to 79.8 million, an increase of more than one million people (source: TurkStat). More than 90% of the population in Turkey live in urban cities as of 31 December 2016 (source: TurkStat). In Turkey, the median age was 31.4 as of 31 December 2016 and the average household size was 3.5 people as of 31 December 2016 (source: TurkStat).

The Central Bank's house price index for a residence in Turkey increased by 12.3% year-over-year as of 31 December 2016. As of such date, 45.3% of the outstanding residential mortgage loans were for properties located in İstanbul and Ankara (source: BRSA), where property prices are generally higher than the rest of the country. The Bank's management expects that these two cities will continue to be the predominant mortgage markets in Turkey.

Interest Rates and Refinancing Risk

As noted above, almost every residential mortgage loan has a fixed interest rate for the entire term of the loan. Although the Consumer Protection Law No. 6502 (the "*Consumer Protection Law*") allows the disbursement of residential mortgage loans with variable interest rates, the Central Bank determined that any such variable interest rates are required to be based upon the Consumer Price Index ("*CPI*") determined by TurkStat. As such variable rates are unattractive to Turkish banks due to the lack of funding alternatives indexed to the CPI, almost all Turkish banks prefer to offer fixed rates, which are also attractive to Turkish borrowers due to the certainty that a fixed rate provides.

As a result of the predominance of fixed rate loans and the declines in interest rates over recent years, refinancing of residential mortgage loans has become more common. For example, during the declining interest rate environments in the second half of 2009 and the first half of 2011, the Bank's management estimates that Turkish banks refinanced or re-priced almost half of their existing residential mortgage loan portfolio. In general, Turkish residential mortgage loan agreements include a prepayment charge of up to 2% of the outstanding principal amount of the loan for loans with the remaining maturity of more than 36 months, and up to 1% otherwise; *however*, such charge does not create a significant deterrent for borrowers if the difference

between the interest rate on their existing mortgage loan and the interest rate on a refinanced loan is greater than 1% *per annum*.

The Bank's management expects that refinancing of residential mortgage loans will continue as consumers become more educated on the benefits of refinancing during periods of declining interest rates. Refinancing presents challenges for Turkish lenders due to the increased difficulty of matching funding with their loan portfolio and, by definition, the high probability of being unable to re-lend prepaid funds at the same or a higher interest rate than the rate applicable to the prepaid loan.

As the Turkish banking sector's loans-to-deposit ratio generally exceeds 100%, a greater increase in loans than in deposits requires the banks to seek alternative sources of funding, such as the issuance of unsecured or covered bonds, "future flow" transactions or loans. As the Turkish market does not offer a significant pool of long-term Turkish Lira-denominated funding, these additional funds generally have come (and likely will continue to come) from international fund-raising denominated in U.S. Dollars and euro, thereby increasing the banks' exposure to foreign exchange and other related risks.

SUMMARY OF THE TURKISH COVERED BONDS LAW

The following is a summary of the provisions of the Turkish Covered Bonds Law relevant to the transactions described in this Base Prospectus and of which Covered Bondholders should be aware. The summary does not purport to be, and is not, a complete description of all aspects of the Turkish legislative and regulatory framework pertaining to Covered Bonds and prospective Covered Bondholders should also read the detailed information set out elsewhere in this Base Prospectus.

Introduction

The primary legal framework with respect to the transaction and the structure described herein is the Capital Markets Law and the secondary legal framework is the Covered Bonds Communiqué, which was published by the CMB in the Official Gazette No. 28889 dated 21 January 2014 (as amended from time to time). The Covered Bonds Communiqué regulates mortgage covered bonds as well as other asset-backed covered bonds; *however*, as the Programme is in relation to the issuance of mortgage covered bonds, this summary focuses on the mortgage covered bond provisions of the Covered Bonds Communiqué.

Cover Pool – composition of assets

An issuer of covered bonds is required by the Turkish Covered Bonds Law to maintain a cover pool for the benefit of such covered bonds. This cover pool must be maintained in a way such that it satisfies and complies with the terms, conditions and legal requirements applicable to such covered bonds. In particular, this cover pool must be in compliance with, *inter alia*, quantitative statutory tests and the eligibility criteria required or implied by the Turkish Covered Bonds Law and the CMB. In addition, a cover register for such cover pool must be established and maintained in accordance with the Turkish Covered Bonds Law.

Pursuant to the Covered Bonds Communiqué, a cover pool may be created with the following assets:

- receivables of banks and finance companies resulting from house financing as defined in Article 57 of the Capital Markets Law that have been secured by establishing a mortgage at the relevant registry or, if approved by the CMB, otherwise,
- receivables arising from financial lease agreements executed within the framework of Law numbered 6361, provided that they arise out of house financing as defined in Article 57 of the Capital Markets Law,
- commercial loans and receivables of banks, financial leasing companies and finance companies, which loans and receivables have been secured by establishing a mortgage at the relevant registry,
- in relation to issuances to be made by mortgage finance institutions only, contractual receivables arising from instalment sales of houses by the Housing Development Administration of Turkey,
- other assets whose characteristics may be determined by the CMB,
- substitute assets, which include cash (including cash generated from cover assets), certificates of liquidity issued by the Central Bank, government bonds issued for domestic and foreign investors, securities issued or secured by the central government or the central banks of OECD member states, lease certificates issued by asset leasing companies established by the Turkish Treasury and securities guaranteed by the Turkish Treasury under the Applicable Laws of Turkey, and
- derivative instruments fulfilling the conditions of the Covered Bonds Communiqué.

The Covered Bonds Communiqué provides that neither the ratio of the net present value of commercial loans and receivables that are included in the cover assets (other than those related with sea and air vehicles that have been secured by establishing a mortgage at the relevant registry) nor the net present value of the substitute assets (as described above) shall exceed 15% of the total net present value of the cover assets.

With respect to LTV ratio requirements, the portions of: (a) the loans and receivables resulting from housing finance and (b) commercial loans and receivables that have been secured by establishing a mortgage at

the relevant registry exceeding, respectively, 75% and 50% of the value of the security provided in respect of them shall not be taken into consideration in the calculation of the Statutory Tests.

The 75% LTV ratio applicable for the loans and receivables resulting from housing finance originated from the Regulation on Loan Transactions of Banks. The LTV ratio is used to calculate the highest amount that may be extended by a bank for a residential mortgage loan, based upon the appraisal value of the relevant real estate. On 27 September 2016, by way of an amendment to the Regulation on Loan Transactions of Banks, the BRSA increased the LTV ratio for the loans and receivables resulting from housing finance from 75% to 80%. While, as of the date of this Base Prospectus, the CMB did not amend the Covered Bonds Communiqué to reflect this change, the CMB might align this ratio in line with the changes to the Regulation on Loan Transactions of Banks.

Pursuant to Section IV, Articles 15 through 21 of the Covered Bonds Communiqué, the assets in the cover pool are subject to certain cover matching principles (*i.e.*, the Statutory Tests) as summarised in the following:

(a) *Nominal Value Test.* The nominal value of the cover pool assets may not be less than the nominal value of the covered bonds. The outstanding principal amount of mortgage loans, the issuance price of discounted debt instruments and the nominal value of premium-debt instruments in the cover pool shall be taken into account while calculating the nominal value of the cover pool assets in the cover pool and the contractual amount of derivative instruments shall not be taken into consideration while calculating the nominal value of the cover pool assets,

(b) *Cash Flow Matching Test.* The total amount of the interest, yield and similar income that is expected to be generated from the cover pool assets (including the income derived from derivative instruments included in the cover register, if any), in each case within one year from the relevant calculation date, shall not be less than the similar payment obligations that are expected to arise from the aggregate liabilities resulting from the covered bonds (including the expenses derived from derivative instruments included in the cover register, if any) within such period,

(c) *Net Present Value Test.* The net present value of the cover pool assets in the cover register is required to be more than the net present value of the total liabilities from the covered bonds and derivative instruments at a ratio to be determined by the issuer, which ratio is not to be less than 2%, and

(d) *Stress Test.* The responsiveness of the net present value, matching the possible changes in the interest rates and currency exchange rates, shall be measured by conducting a stress test (not being less than 2%).

The Statutory Tests above might vary if the Covered Bonds Communiqué is amended.

Cover Monitor

Pursuant to the Turkish Covered Bonds Law, an issuer is required to appoint a cover monitor who will be responsible for monitoring the cover pool and will report to the CMB and the issuer with regard to the cover pool.

Pursuant to the Turkish Covered Bonds Law, an issuer is required to keep a cover register for the assets in the cover pool, which register the cover monitor will review. The cover monitor is to procure that the cover register is kept and maintained accurately and in accordance with the provisions of the Turkish Covered Bonds Law. The cover monitor is also required to perform an audit and to provide a report to the issuer at least: (a) every three months for public offerings made in Turkey and (b) every six months for non-public offerings or issuances made abroad.

The Turkish Covered Bonds Law specifies that the company that conducts the independent audit on the financial statements of an issuer may not be designated as a cover monitor. The cover monitor is to be appointed through a cover monitor agreement, a copy of which is to be sent to the CMB within three İstanbul business days of its execution. The cover monitor agreement can only be terminated based upon just grounds to be submitted to the CMB in writing and by obtaining the consent of the CMB. The CMB is authorised to remove the cover monitor or replace the cover monitor with a new cover monitor if it determines that the cover monitor no longer meets the requirements to qualify as a cover monitor or is negligent or at fault while conducting its duties. Based upon the general authority of the CMB under the Capital Markets Law, the CMB is entitled to take necessary steps in case either the issuer or the cover monitor does not fulfil its respective obligations relating to

the covered bonds. The CMB is also entitled to impose an administrative fine in case of non-compliance with the Turkish capital markets legislation.

Non-compliance with the Statutory Tests

In the event that an issuer detects any non-compliance with the Statutory Tests, it is to notify the cover monitor of such non-compliance and the cover monitor shall then verify whether such non-compliance is remedied by the issuer through a restructuring of the cover assets, redemption of the covered bonds or taking any similar precautionary measures within one month of the detection of the non-compliance.

In such case, the issuer must take all necessary actions, including directing the collections made from the cover pool assets to a special segregated account, until the non-compliance is remedied. During such term, the amounts directed to this special segregated account may only be used for the payment of the total liabilities arising from the cover pool that have become due and payable during the period of non-compliance (which the cover monitor is to verify).

After such verification, if: (a) it is established by the cover monitor that the Statutory Tests are complied with, then the collection amounts accumulated in the special segregated account will be transferred to the issuer's accounts and may be used by the issuer, or (b) the Statutory Tests are still not complied with, the collections from the cover pool are not accumulated in a special segregated account or such collections have not been used for the payment of the total liabilities arising from the cover pool that have become due and payable during the non-compliance period, then the cover monitor shall notify such situation to the issuer.

Non-payment by the Issuer of its Total Liabilities under the Covered Bonds

Pursuant to the Covered Bonds Communiqué, if an issuer does not completely or partially pay its Total Liabilities under the covered bonds or related derivative instruments, then the issuer must so notify the cover monitor.

If an issuer has failed to completely or partially pay its Total Liabilities under the covered bonds or related derivative instruments, then the collections to be made from the cover pool are to be accumulated in a segregated account from the date of non-payment and such collected amounts are to be used solely for the payment of such Total Liabilities that have become due and payable.

The cover monitor must determine within one month of the date of complete or partial non-performance of the payment obligations of an issuer under the covered bonds or related derivative instruments whether: (a) the collections made from the cover pool have been accumulated in a special segregated account, (b) such collected amounts have been used solely for the payment of the issuer's Total Liabilities that have become due and payable and (c) the cover pool is sufficient to meet the issuer's Total Liabilities. The cover monitor is to notify the issuer of the results of such determination.

Pursuant to the Covered Bonds Communiqué, the covered bondholders and hedging counterparties do not need to wait until the completion of the liquidation of the assets in the cover pool for recourse to the other assets of the issuer. Such right of recourse to the other assets of the issuer can be initiated in accordance with the Covered Bonds Communiqué.

Third party service providers

An issuer may, provided that the liabilities of such issuer within the scope of the Covered Bonds Communiqué continue, utilise the services of expert third party service providers (as deemed appropriate by the CMB) to perform some of the duties of such issuer in respect of the management of the cover pool. If such third party service providers are to be appointed, then the issuer is required to notify the CMB of such fact before the sale of the covered bonds and disclose such fact in the prospectus or the issuance certificate for the covered bonds.

Administrator

In the event that: (a) the management and supervision of an issuer is transferred to public institutions, (b) the operating license of an issuer is cancelled or (c) an issuer is bankrupt, the CMB may appoint another bank or a mortgage finance institution, satisfying the requirements for issuers of covered bonds, the cover monitor, another independent audit company or an expert third party institution approved by the CMB to act as an administrator. This administrator would not be assuming the liabilities arising from the cover pool but would

manage the cover pool and seek to fulfil the liabilities arising from the cover pool from the income generated from the cover pool.

The administrator may actively manage the cover pool to seek to ensure that the payments under the covered bonds and related derivative instruments are made in a timely manner, and (if necessary) may sell assets, purchase new assets, utilise loans or conduct repo transactions. The administrator also may (after obtaining the approval of the CMB) transfer the cover pool and the liabilities arising from the cover pool partially or fully to another bank or mortgage finance institution satisfying the qualifications required for issuers. The administrator is not to be held liable for any payments under the liabilities arising from the cover pool, including if the cover pool and the liabilities arising from the cover pool cannot be transferred or the revenue generated from the cover pool is not sufficient.

Derivative Instruments

Article 11 of the Covered Bonds Communiqué sets out the specific requirements that derivative instruments need to satisfy in order for such derivative instruments to be recognised as part of the cover pool and for the claim of the relevant derivative counterparty to be regarded as a part of the Total Liabilities. In general:

(a) the derivative instrument must be traded on an exchange or the derivative counterparty needs to be a bank or financial institution (multi-lateral development agencies also qualify);

(b) the derivative counterparty needs to have an investment grade long-term international rating (which is tested at the time of entry into the derivative instrument);

(c) subject to CMB approval, an agreement for derivative instruments may include a provision indicating that the applicable derivative counterparty may unilaterally terminate such agreement in the event of: (i) failure by the issuer to partially or completely pay its Total Liabilities and the cover assets (including derivative instruments) being insufficient to cover the issuer's Total Liabilities under the transaction, (ii) any impossibility or illegality within the scope of the relevant legislation or any material changes to the legislation that are related to the provisions of the agreement, (iii) any early redemption of the applicable covered bonds, (iv) any failure to register such agreement in the cover register or removing such agreement from the cover register in breach of its provisions and/or (v) in any other similar circumstance that is accepted by the CMB in advance of entering into such agreement; and

(d) the derivative instrument must contain fair price terms and reliable and verifiable valuation methods.

Copies of Hedging Agreements are available to investors and potential investors in the Covered Bonds, including to review any termination events described in clause (c)(v).

TURKISH BANKING SYSTEM

The following information relating to the Turkish banking sector has been provided for background purposes only. The information has been extracted from third-party sources that the Bank's management believes to be reliable but the Bank has not independently verified such information.

Structural Changes in the Turkish Banking System

The Turkish financial sector has gone through major structural changes as a result of the financial liberalisation programme that started in the early 1980s. The abolition of directed credit policies, liberalisation of deposit and credit interest rates and liberal exchange rate policies as well as the adoption of international best standard banking regulations have accelerated the structural transformation of the Turkish banking sector. Since the 1980s, the Turkish banking sector has experienced a significant expansion and development in the number of banks, employment in the sector, diversification of services and technological infrastructure. The significant volatility in the Turkish currency and foreign exchange markets experienced in 1994, 1998 and 2001, combined with the short foreign exchange positions held by many Turkish banks at those times, affected the profitability and liquidity of certain Turkish banks. In 2001, this resulted in the collapse of several institutions. The banking sector also experienced a sharp reduction in shareholders' equity in 2001, with the capital for 22 private sector banks declining to US\$4,916 million at the end of 2001 from US\$8,056 million for 28 banks at the end of 2000, according to the Turkish Banks Association.

The Turkish money markets and foreign exchange markets have stabilised since 2001, in large part due to regulatory reform and other governmental actions (including a three-part audit undertaken in 2001 and 2002, after which all private commercial banks were either found to be in compliance with the 8% minimum capital requirement, transferred to the SDIF or asked to increase their capital level). The transparency of the system has improved along with the establishment of an independent supervisory and regulatory framework and new disclosure requirements. Structural changes undertaken have strengthened the banking sector and resulted in a more level playing field among banks. Certain advantages for state banks were diminished while the efficiency of the system increased in general as a result of consolidation. According to the SDIF's official data, since 1994, a total of 26 private banks have (as of the date of this Base Prospectus) been transferred to the SDIF due to, among other things, weakened financial stability and liquidity.

In August 2004, in an attempt to reduce the regulatory costs inherent in the Turkish banking system, the government reduced the rate of the Resource Utilisation Support Fund ("RUSF") applicable on short-term foreign currency commercial loans lent by banks domiciled in Turkey to zero; *however*, the 3% RUSF charge for some types of loans provided by banks outside of Turkey with an average repayment term of less than one year remains valid. In addition, effective from 2 January 2013, RUSF rates for cross-border foreign exchange borrowings extended by financial institutions outside of Turkey with an average maturity of between one to two years increased from 0% to 1% and those with an average maturity of between two to three years increased from 0% to 0.5%, while those with an average maturity of three years or more remained at 0%. The government also increased the RUSF charged on interest of foreign currency-denominated retail loans from 10% to 15% in order to curb domestic demand fuelled by credit, which was in turn perceived to be adversely affecting Turkey's current account balance. The Council of Ministers set the RUSF charged on consumer credits to be utilised by real persons (for non-commercial utilisation) at 15% with its decision numbered 2010/974, which was published in the Official Gazette No. 27743 dated 28 October 2010.

The Turkish Banking Sector

The Turkish banking industry has undergone significant consolidation over the past decade with the total number of banks (including deposit-taking banks, investment banks and development banks) declining from 81 in 1999 to 45 on 31 December 2008, which stayed at that level until February 2011 when Fortis Bank A.Ş. merged with Türk Ekonomi Bankası A.Ş. Since 2012, Odea Bank A.Ş., Bank of Tokyo-Mitsubishi UFJ Ltd., Intesa Sanpaolo S.p.A. and Rabobank A.Ş. started operations in Turkey. In October 2012, Standard Chartered Bank purchased Credit Agricole Yatırım Bankası Türk Anonim Şirketi. In May 2015 and February 2016, the BRSA granted permission to Ziraat Katılım Bankası A.Ş. ("Ziraat Katılım") and Vakıf Katılım Bankası A.Ş. ("Vakıf Katılım"), respectively, for each to start their operations as a participation bank. The BRSA also granted permission for Bank of China Limited to establish a deposit-taking bank in Turkey in May 2016.

A number of banks have been transferred to the SDIF and eventually removed from the banking system through mergers or liquidations. The table below shows the evolution of the number of banks in the Turkish banking sector as of the end of each indicated year.

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Number of banks	46	45	45	45	44	45	45	45	45	45

Source: BRSA (www.bddk.org.tr)

Note: Total number of banks includes deposit-taking banks, investment banks and development banks, but excludes participation banks (Islamic banks) and banks under the administration of the SDIF.

As of 31 December 2016, 45 banks were operating in Turkey (excluding participation banks and the banks under the administration of the SDIF) according to the BRSA. Thirty-two of these were deposit-taking banks (including the Bank) and the remaining banks were investment and development banks (five participation banks, which conduct their business under different legislation in accordance with Islamic banking principles, are not included in this analysis). Among the deposit-taking banks, three banks were state-controlled banks, eight were private domestic banks and 21 were private foreign banks.

The Banking Law permits deposit-taking banks to engage in all fields of financial activities, including deposit collection, corporate and consumer lending, foreign exchange transactions, capital market activities and securities trading. Typically, major commercial banks have nationwide branch networks and provide a full range of banking services, while smaller commercial banks focus on wholesale banking. The main objectives of development and investment banks are to provide medium-and long-term funding for investment in different sectors.

Deposit-taking Turkish banks' total balance sheets have grown at a CAGR of 17.3% from 31 December 2008 to 31 December 2016, driven by loan book expansion and customer deposits growth, which increased by a CAGR of 21.0% and 15.4%, respectively, during the same period according to the BRSA. Despite strong growth of net loans and customer deposits since 2008, the Turkish banking sector remains significantly under-penetrated compared with banking penetration in the eurozone. Loans/GDP and deposits/GDP ratios of the Turkish banking sector were 68.1% and 59.5%, respectively, as of 31 December 2016 according to BRSA, whereas 19 countries in the eurozone's banking sector had average loan and deposit penetration ratios of 158.5% and 163.7%, respectively, as of the same date based upon data from the ECB.

The following table shows key indicators for deposit-taking banks in Turkey as of (or for the period ended on) the indicated dates.

	As of (or for the year ended) 31 December					
	2012	2013	2014	2015	2016	CAGR
Balance sheet			<i>(TL millions, except CAGR)</i>			
Loans.....	716,307	939,772	1,118,887	1,339,149	1,558,034	21.0%
Total assets.....	1,247,653	1,566,190	1,805,427	2,130,601	2,455,366	17.3%
Deposits.....	724,296	884,457	987,463	1,171,251	1,372,359	15.4%
Shareholders' equity.....	157,553	165,954	201,117	228,144	262,503	17.5%
Income statement						
Net Interest Income	47,837	52,353	59,705	70,409	83,488	
Net Fees and Commission					22,761	
Income	14,704	17,444	19,351	21,037		
Total income	73,831	84,397	95,051	110,389	128,194	
Net Profit.....	21,539	22,473	22,936	23,889	34,224	
Key ratios						
Loans/deposits.....	98.9%	106.3%	113.3%	114.3%	113.5%	
Net interest margin.....	4.1%	3.7%	3.6%	3.5%	3.7%	
Return on average equity.....	16.8%	15.1%	13.3%	12.0%	15.0%	
Capital adequacy ratio.....	17.3%	14.6%	15.7%	15.0%	15.1%	

Source: BRSA monthly bulletin (www.bddk.org.tr)

(1) CAGR is calculated by taking into account year-end figures as of (or for the year ended) 31 December 2012 and 2016.

Competition

The Turkish banking industry is highly competitive and relatively concentrated with the top 10 deposit-taking banks accounting for 96.5% of total assets of deposit-taking banks as of 31 December 2016 according to the BRSA. Among the top 10 Turkish banks, there are three state-controlled banks – Ziraat, Halkbank and Vakıfbank, which were ranked first, sixth and seventh, respectively, in terms of total assets as of 31 December 2016 according to the bank-only financials published in the Public Disclosure Platform (www.kap.gov.tr). These

three state-controlled banks accounted for 37.3% of deposit-taking Turkish banks' performing loans and 39.2% of customer deposits as of such date according to the BRSA. The top four privately-owned domestic banks as of such date were the Bank, Türkiye Garanti Bankası A.Ş., Akbank A.Ş. and Yapı ve Kredi Bankası A.Ş., which in total accounted for approximately 50.1% of deposit-taking Turkish banks' performing loans and approximately 51.4% of customer deposits as of such date according to the BRSA. The remaining banks in the top 10 deposit-taking banks in Turkey as of such date included three mid-sized banks, namely QNB Finansbank, Türk Ekonomi Bankası A.Ş. and Denizbank A.Ş., which were controlled by Qatar National Bank, BNP Paribas and Sberbank, respectively, as of the date of this Base Prospectus.

TURKISH REGULATORY ENVIRONMENT

Regulatory Institutions

Turkish banks and branches of foreign banks in Turkey are primarily governed by two regulatory authorities in Turkey, the BRSA and the Central Bank.

The Role of the BRSA

In June 1999, the Banks Act No. 4389 (which has been replaced by the Banking Law) established the BRSA. The BRSA supervises the application of banking legislation, monitors the banking system and is responsible for ensuring that banks observe banking legislation.

Articles 82 and 93 of the Banking Law state that the BRSA, having the status of a public legal entity with administrative and financial autonomy, is established in order to ensure application of the Banking Law and other relevant acts, to ensure that savings are protected and to carry out other activities as necessary by issuing regulations within the limits of the authority granted to it by the Banking Law. The BRSA is obliged and authorised to take and implement any decisions and measures in order to prevent any transaction or action that could jeopardise the rights of depositors and the regular and secure operation of banks and/or could lead to substantial damages to the national economy, as well as to ensure efficient functioning of the credit system.

The BRSA has responsibility for all banks operating in Turkey, including foreign banks and participation banks. The BRSA sets various mandatory ratios such as reserve levels, capital adequacy and liquidity ratios. In addition, all banks must provide the BRSA, on a regular and timely basis, information adequate to permit off-site analysis by the BRSA of such bank's financial performance, including balance sheets, profit and loss accounts, board of directors' reports and auditors' reports. Under current practice, such reporting is required on a daily, weekly, monthly, quarterly and semi-annual basis, depending upon the nature of the information to be reported.

The BRSA conducts both on-site and off-site audits and supervises implementation of the provisions of the Banking Law and other legislation, examination of all banking operations and analysis of the relationship and balance between assets, receivables, equity capital, liabilities, profit and loss accounts and all other factors affecting a bank's financial structure.

Pursuant to the Regulation regarding the Internal Systems and Internal Capital Adequacy Assessment Process of Banks, as issued by the BRSA and published in the Official Gazette No. 29057 dated 11 July 2014 (the "*Internal Systems Regulation*"), banks are obligated to establish, manage and develop (for themselves and all of their consolidated financial subsidiaries) internal audit, internal control and risk management systems commensurate with the scope and structure of their activities, in compliance with the provisions of such regulation. Pursuant to such regulation, the internal audit and risk management systems are required to be vested in a department of the bank that has the necessary independence to accomplish its purpose and such department must report to the bank's board of directors. To achieve this, according to the regulation, the internal control personnel cannot also be appointed to work in a role conflicting with their internal control duties. The Internal Systems Regulation also requires banks to internally calculate the amount of capital required to cover the risks to which they are or may be exposed on a non-consolidated and consolidated basis and with a forward-looking perspective, taking into account banks' near- and medium- term business and strategic plans. This process, referred to as the "Internal Capital Adequacy Assessment Process," should be designed according to the bank's needs and risk appetite and should constitute an integral part of the decision-making process and corporate culture of the bank. In this context, each bank is required to prepare an internal capital adequacy assessment process report (the "*ICAAP Report*") representing the bank's own assessment of its capital and liquidity requirements. An ICAAP Report for a year is required to be prepared and sent to the BRSA by the end of March of the following year.

The Role of the Central Bank

The Central Bank was founded in 1930 and performs the traditional functions of a central bank, including the issuance of bank notes, implementation of the government's fiscal and monetary policies, maintenance of price stability and continuity, regulation of the money supply, management of official gold and foreign exchange reserves, monitoring of the financial system and advising the government on financial matters. The Central Bank exercises its powers independently of the government. The Central Bank is empowered to

determine the inflation target together with the government, and to adopt a monetary policy in compliance with such target. The Central Bank is the only authorised and responsible institution for the implementation of such monetary policy.

The Central Bank has responsibility for all banks operating in Turkey, including foreign banks. The Central Bank sets mandatory reserve levels. In addition, each bank must provide the Central Bank, on a current basis, information adequate to permit off-site evaluation of its financial performance, including balance sheets, profit and loss accounts, board of directors' reports and auditors' reports. Under current practice, such reporting is required on a daily, weekly, monthly, quarterly and semi-annual basis depending upon the nature of the information to be reported.

Turkish Banks Association

The Turkish Banks Association is an organisation that provides limited supervision of and coordination among banks (excluding the participation banks) operating in Turkey. All banks (excluding the participation banks) in Turkey are obligated to become members of this association. As the representative body of the banking sector, the association aims to examine, protect and promote its members' professional interests; *however*, despite its supervisory and disciplinary functions, it does not possess any powers to regulate banking.

Shareholdings

The direct or indirect acquisition by a person of shares that represent 10% or more of the share capital of any bank or the direct or indirect acquisition or disposition of such shares by a person if the total number of shares held by such person increases above or falls below 10%, 20%, 33% or 50% of the share capital of a bank, requires the permission of the BRSB in order to preserve full voting and other shareholders' rights associated with such shares. In addition, irrespective of the thresholds above, an assignment and transfer of privileged shares with the right to nominate a member to the board of directors or audit committee (or the issuance of new shares with such privileges) is also subject to the authorisation of the BRSB. In the absence of such authorisation, a holder of such thresholds of shares cannot be registered in the share register, which effectively deprives such shareholder of the ability to participate in shareholder meetings or to exercise voting or other shareholders' rights with respect to the shares but not of the right to collect dividends declared on such shares. Additionally, the acquisition or transfer of any shares of a legal entity that owns 10% or more of the capital of a bank is subject to the BRSB's approval if such transfer results in the total number of such legal entity's shares, directly or indirectly, held by a shareholder increasing above or falling below 10%, 20%, 33% or 50% of the share capital of such legal entity. The BRSB's permission might be given on the condition that the person who acquires the shares possesses the qualifications required for a founder of a bank. In a case in which such shares of a bank are transferred without the permission of the BRSB, the voting and other shareholder rights of the legal person stemming from these shares, other than dividends, shall be exercised by the SDIF.

The board of directors of a bank is responsible for taking necessary measures to ascertain that shareholders attending a general assembly have obtained the applicable authorisations from the BRSB. If the BRSA determines that a shareholder has exercised voting or other shareholders' rights (other than the right to collect dividends) without due authorisation as described in the preceding paragraph, then it is authorised to direct the board of directors of a bank to start the procedure to cancel such applicable general assembly resolutions (including by way of taking any necessary precautions concerning such banks within its authority under the Banking Law if such procedure has not been started yet). If the shares are obtained on the stock exchange, then the BRSA may also impose administrative fines on shareholders who exercise their rights or acquire or transfer shares as described in the preceding paragraph without authorisation by the BRSB. In the case that the procedure to cancel such general assembly resolutions is not yet started, or such transfer of shares is not deemed appropriate by the BRSA even though the procedure to cancel such general assembly resolutions is started, then, upon the notification of the BRSA, the SDIF has the authority to exercise such voting and other shareholders' rights (other than the right to collect dividends and priority rights) attributable to such shareholder.

Lending Limits

The Banking Law sets out certain lending limits for banks and other financial institutions designed to protect those institutions from excessive exposure to any one counterparty (or group of related counterparties). In particular:

- Credits extended to a natural person, a legal entity or a risk group (as defined under Article 49 of the Banking Law) in the amounts of 10% or more of a bank's shareholders' equity are classified as large credits and the total of such credits cannot be more than eight times the bank's shareholders' equity. In this context, "credits" include cash credits and non-cash credits such as letters of guarantee, counter-guarantees, sureties, avals, endorsements and acceptances extended by a bank, bonds and similar capital market instruments purchased by it, loans (whether deposits or other), receivables arising from the future sales of assets, overdue cash credits, accrued but not collected interest, amounts of non-cash credits converted into cash and futures and options and other similar contracts, partnership interests, shareholding interests and transactions recognised as loans by the BRSA. Avals, guarantees and sureties accepted from, a real person or legal entity in a risk group for the guarantee of loans extended to that risk group are not taken into account in calculating loan limits.
- The Banking Law restricts the total financial exposure (including extension of credits, issuance of guarantees, etc.) that a bank may have to any one customer or a risk group directly or indirectly to 25% of its equity capital. In calculating such limit, a credit extended to a partnership is deemed to be extended to the partners in proportion to their liabilities. A risk group is defined as an individual, his or her spouse and children and partnerships in which any one of such persons is a member of a board of directors or general manager, as well as partnerships that are directly or indirectly controlled by any one of such persons, either individually or jointly with third parties, or in which any one of such persons participate with unlimited liability. Furthermore, a bank, its shareholders holding 10% or more of the bank's voting rights or the right to nominate board members, its board members, its general manager and partnerships directly or indirectly, individually or jointly, controlled by any of these persons or a partnership in which these persons participate with unlimited liability or in which these persons act as a member of the board of directors or general managers constitute a risk group, for which the lending limits are reduced to 20% of a bank's equity capital, subject to the BRSB's discretion to increase such lending limits up to 25% or to lower it to the legal limit. Real and legal persons having surety, guarantee or similar relationships where the insolvency of one is likely to lead to the insolvency of the other are included in the applicable risk groups.
- Loans extended to a bank's shareholders (irrespective of whether they are controlling shareholders or they own qualified shares) registered with the share ledger of the bank holding more than 1% of the share capital of the bank and their risk groups may not exceed 50% of the bank's capital equity.

Non-cash loans, futures and option contracts and other similar contracts, avals, guarantees and suretyships, transactions carried out with credit institutions and other financial institutions, transactions carried out with the central governments, central banks and banks of the countries accredited with the BRSA, as well as bills, bonds and similar capital market instruments issued or guaranteed to be paid by them, and transactions carried out pursuant to such guarantees are taken into account for the purpose of calculation of loan limits within the framework of principles and ratios set by the BRSA.

The BRSA determines the permissible ratio of non-cash loans, futures and options, other similar transactions, avals, acceptances, guarantees and sureties, and bills of exchange, bonds and other similar capital markets instruments issued or guaranteed by, and credit and other financial instruments and other contracts entered into with, governments, central banks and banks of the countries accredited with the BRSA for the purpose of calculation of loan limits.

Pursuant to Article 55 of the Banking Law, the following transactions are exempt from the above-mentioned lending limits:

- (a) transactions backed by cash, cash-like instruments and accounts and precious metals,
- (b) transactions carried out with the Turkish Treasury, the Central Bank, the Privatisation Administration and the Housing Development Administration of Turkey as well as transactions carried out against bonds, bills and other securities issued by or payment of which is guaranteed by these institutions,
- (c) transactions carried out in money markets established by the Central Bank or pursuant to special laws,

(d) in the event a new loan is extended to the same person or to the same risk group (but excluding checks and credit cards), any increase due to the volatility of exchange rates, taking into consideration the current exchange rate of the loans made available earlier in foreign currency (or exchange rate), at the date when the new loan was extended; as well as interest accrued on overdue loans, dividends and other elements,

(e) equity participations acquired due to any capital increases at no cost and any increase in the value of equity participations not requiring any fund outflow,

(f) transactions carried out among banks on the basis set out by the BRSA,

(g) equity participations acquired through underwriting commitments in public offerings; *provided* that such participations are disposed of in a manner and at a time determined by the BRSA,

(h) transactions that are taken into account as deductibles in calculation of own funds, and

(i) other transactions to be determined by the BRSA.

Loan Loss Reserves

Pursuant to Article 53 of the Banking Law, banks must formulate, implement and regularly review policies regarding compensation for losses that have arisen or are likely to arise in connection with loans and other receivables and to reserve an adequate level of provisions against depreciation or impairment in the value of other assets, for qualification and classification of assets, receipt of guarantees and securities and measurement of their value and reliability. In addition, such policies must address issues such as monitoring loans under review, follow-up procedures and the repayment of overdue loans. Banks must also establish and operate systems to perform these functions. All special provisions set aside for loans and other receivables in accordance with this article are considered as expenditures deductible from the corporate tax base in the year in which they are set aside.

Procedures relating to loan loss reserves for NPLs are set out in Article 53 of the Banking Law and in regulations issued by the BRSA. Pursuant to the Regulation on Procedures and Principles for Determination of Qualifications of Loans and Other Receivables by Banks and Provisions to be Set Aside published in the Official Gazette No. 26333 dated 1 November 2006 and amended from time to time thereafter (the “*Regulation on Provisions and Classification of Loans and Receivables*”), banks are required to classify their loans and receivables into one of the following groups:

(a) *Group I: Loans of a Standard Nature and Other Receivables: This group involves loans and other receivables:*

(i) that have been disbursed to financially creditworthy natural persons and legal entities,

(ii) the principal and interest payments of which have been structured according to the solvency and cash flow of the debtor,

(iii) the reimbursement of which has been made within specified periods, for which no reimbursement problems are expected in the future and that can be fully collected, and

(iv) for which no weakening of the creditworthiness of the applicable debtor has been found.

The terms of a bank's loans and receivables monitored in this group may be modified if such loans and receivables continue to have the conditions envisaged for this group.

(b) *Group II: Loans and Other Receivables Under Close Monitoring: This group involves loans and other receivables:*

(i) that have been disbursed to financially creditworthy natural persons and legal entities and where the principal and interest payments of which there is no problem at present, but that need to be

monitored closely due to reasons such as negative changes in the solvency or cash flow of the debtor, probable materialisation of the latter or significant financial risk carried by the person utilising the loan,

(ii) whose principal and interest payments according to the conditions of the loan agreement are not likely to be repaid according to the terms of the loan agreement and where the persistence of such problems might result in partial or full non-reimbursement risk,

(iii) that are very likely to be repaid but collection of principal and interest payments have been delayed for more than 30 days from their due dates for justifiable reasons but not falling within the scope of “Loans and other Receivables with Limited Recovery” set forth under Group III below, or

(iv) although the credit standing of the debtor has not weakened, there is a high likelihood of weakening due to the debtor’s irregular and unmanageable cash flow.

If a loan customer has multiple loans and any of these loans is classified in Group II and others are classified in Group I, then all of such customer’s loans are required to be classified in Group II. The terms of a bank’s loans and receivables monitored in this group may be modified if such loans and receivables continue to have the conditions envisaged for this group.

(c) *Group III: Loans and Other Receivables with Limited Recovery:* This group involves loans and other receivables:

(i) with limited collectability due to the resources of, or the securities furnished by, the debtor being found insufficient to meet the debt on the due date, and in case the problems observed are not eliminated, they are likely to cause loss,

(ii) the credit standing of whose debtor has weakened and where the loan is deemed to have weakened,

(iii) collection of whose principal and interest or both has been delayed for more than 90 days but not more than 180 days from the due date, or

(iv) in connection with which the bank is of the opinion that collection by the bank of the principal or interest of the loan or both will be delayed for more than 90 days from the due date owing to reasons such as the debtor’s difficulties in financing working capital or in creating additional liquidity.

(d) *Group IV: Loans and Other Receivables with Suspicious Recovery:* This group involves loans and other receivables:

(i) that seem unlikely to be repaid or liquidated under existing conditions,

(ii) in connection with which there is a strong likelihood that the bank will not be able to collect the full loan amount that has become due or payable under the terms stated in the loan agreement,

(iii) whose debtor’s creditworthiness is deemed to have significantly weakened but which are not considered as an actual loss due to such factors as a merger, the possibility of finding new financing or a capital increase, or

(iv) there is a delay of more than 180 days but not more than one year from the due date in the collection of the principal or interest or both.

(e) *Group V: Loans and Other Receivables Having the Nature of Loss:* This group involves loans and other receivables:

(i) that are deemed to be uncollectible,

(ii) collection of whose principal or interest or both has been delayed by one year or more from the due date, or

(iii) for which, although sharing the characteristics stated in Groups III and IV, the bank is of the opinion that they have become weakened and that the debtor has lost creditworthiness due to the strong possibility that it will not be possible to fully collect the amounts that have become due and payable within a period of over one year.

Pursuant to Article 53 of the Banking Law, banks must calculate the losses that have arisen, or are likely to arise, in connection with loans and other receivables. Such calculations must be regularly reviewed. Banks must also reserve adequate provisions against depreciation or impairment of other assets, qualify and classify assets, receive guarantees and security and measure the reliability and the value of such guarantees and security. In addition, banks must monitor loans under review and monitor the repayment of overdue loans and establish and operate systems to perform these functions. All provisions set aside for loans and other receivables in accordance with this article are considered expenditures deductible from the corporate tax base in the year they are set aside.

Pursuant to the Regulation on Provisions and Classification of Loans and Receivables, banks are required to reserve adequate provisions for loans and other receivables until the end of the month in which the payment of such loans and receivables has been delayed. This regulation also requires Turkish banks to provide a general reserve calculated at 1% of the total cash loan portfolio *plus* 0.2% of the total non-cash loan portfolio (*i.e.*, letters of guarantee, avals and their sureties and other non-cash loans) (except for: (a) commercial cash loans defined in Group I above, for which the general reserve is calculated at 0.5% of the total commercial cash loan portfolio, (b) commercial non-cash loans defined in Group I above, for which the general reserve is calculated at 0.1% of the total commercial non-cash commercial loan portfolio, (c) cash and non-cash loans defined in Group I for SMEs and relating to transit trade, export, export sales and deliveries and services, activities resulting in gains of foreign currency and syndicate loans used for the financing of large-scale public tenders, for which the general loan loss reserve is calculated at 0%) for standard loans defined in Group I above and a general reserve calculated at 2.0% of the total cash loan portfolio *plus* 0.4 % of the total non-cash loan portfolio (*i.e.*, letters of guarantee, avals and their sureties and other non-cash loans) for closely-monitored loans defined in Group II above (except for: (i) commercial cash loans, cash loans for SMEs and relating to transit trade, export, export sales and deliveries and services and activities resulting in gains of foreign currency, for which the general loan loss reserve is calculated at 1.0%, and (ii) non-cash loans related to the items stated in (i) above for which the general loan loss reserve is calculated at 0.2%). The exceptions regarding the loan loss reserve calculation stated above will be applied to the respective loans defined in Group I and Group II until 31 December 2017. For payment obligations arising from the relevant law in relation to each check slip that was delivered by a bank at least five years previously, 25% of the non-cash rates referred to above will be applied.

On 14 December 2016, the BRSA published amendments to the Regulation on Provisions and Classification of Loans and Receivables, adding new provisional articles related to the restructuring of loans and other receivables and to the delay periods during the state of emergency. The provisional article 12 states that (among other things) the loans and other receivables classified as frozen receivables by the banks may be restructured up to two times until 31 December 2017. Such restructured loans may be classified under Group II (*Loans and Other Receivables Under Close Monitoring*) if: (a) in the first restructuring, there is no overdue debt as of the date of the re-classification and the last three payments prior to the date of the re-classification have been made in a timely manner and in full, and (b) in the second restructuring, there is no overdue debt as of the date of the re-classification and the last six payments prior to the date of the re-classification have been made in a timely manner and in full. Banks must continue to reserve the required provisions for the groups they are classified in during such restructuring period. Loans and other receivables classified under Group II (*Loans and Other Receivables Under Close Monitoring*) after the restructuring are monitored under the “Renewed/Restructured Loans Account.” Information regarding renewed/restructured loans and other receivables is required to be disclosed in the annual and interim financial reports of the banks. Furthermore, the provisional article 13 (which entered into force retroactively as of 21 July 2016) states (among other things) that the delay periods of payments stipulated for the loans defined in Groups II (*Loans and Other Receivables Under Close Monitoring*), Group III (*Loans and Other Receivables with Limited Recovery*), Group IV (*Loans and Other Receivables with Suspicious Recovery*) and Group V (*Loans and Other Receivables Considered as Losses*) may be counted as of 21 January 2017 for: (i) the obligations of the credit debtors that have been liquidated, assigned to the Directorate General of Foundations or the Treasury or to which the SDIF is assigned as the trustee as per the Decrees enforced within the scope of the state of emergency declared in Turkey by the Decree of the Council of Ministers dated 20 July 2016, (ii) public officials who have been discharged from their

positions within the scope of the state of emergency and (iii) real persons and legal entities the assets of which are subject to injunctions within the scope of the state of emergency.

If the sum of the letters of guarantee, acceptance credits, letters of credit undertakings, endorsements, purchase guarantees in security issuances, factoring guarantees or other guarantees and sureties and pre-financing loans without letters of guarantee of a bank is higher than ten times its equity calculated pursuant to banking regulations, a 0.3% general provision ratio is required to be applied by such bank for all of its standard non-cash loans. Notwithstanding the above ratio and by taking into consideration the standard capital adequacy ratio, the BRSA may apply the same ratio or a higher ratio as the general reserve requirement ratio.

Turkish banks are also required to set aside general provisions for the amounts monitored under the accounts of "Receivables from Derivative Financial Instruments" on the basis of the sums to be computed by multiplying them by the rates of conversion into credit indicated in Article 12 of the Regulation on Loan Transactions of Banks, published in the Official Gazette No. 26333 dated 1 November 2006 (the "*Regulation on Loan Transactions of Banks*"), by applying the general provision rate applicable for cash loans. In addition to the general provisions, specific provisions must be set aside for the loans and receivables in Groups III, IV and V at least in the amounts of 20%, 50% and 100%, respectively. An amount equal to 25% of the specific provisions set forth in the preceding sentence is required to be set aside for each check slip of customers who have loans under Groups III, IV and V, which checks were delivered by the bank at least five years previously; *however*, if a bank sets aside specific provisions at a rate of 100% for non-performing loans, then it does not need to set aside specific provisions for check slips that were delivered by such bank at least two years previously; *provided* that a registered letter has been sent to the relevant customer requiring it to return the check slips to the bank in no later than 15 days.

Pursuant to these regulations, all loans and receivables in Groups III, IV and V above, irrespective of whether any interest or other similar obligations of the debtor are applicable on the principal or whether the loans or receivables have been refinanced, are defined as "non-performing loans." If several loans have been extended to a loan customer by the same bank and if any of these loans is considered as a non-performing loan, then all outstanding risks of such loan customer are classified in the same group as the non-performing loans even if such loans would not otherwise fall under the same group as such non-performing loans. If a non-performing loan is repaid in full, then the other loans of the loan customer may be re-classified into the applicable group as if there were no related non-performing loan.

Pursuant to the Regulation on Provisions and Classification of Loans and Receivables, the BRSA is entitled to increase these provision rates taking into account the sector and country risk status of the borrower.

Banks must also monitor the following types of security based upon their classification:

Category I Collateral: (a) cash, deposits, profit sharing funds and gold deposit accounts that are secured by pledge or assignment agreements and funds gained from repo transactions over notes, debenture bonds and similar securities issued directly or guaranteed by the Central Bank, the Treasury, the Housing Development Administration of Turkey or the Privatisation Administration and B-type investment profit sharing funds, member firm receivables arising out of credit cards and gold reserved within the applicable bank, (b) transactions executed with the Treasury, the Central Bank, the Housing Development Administration of Turkey or the Privatisation Administration and transactions made against notes, debenture bonds, lease certificates issued under the Law on Regulating Public Finance and Debt Management (Law No. 4749) and similar securities issued directly or guaranteed by such institutions, (c) securities issued directly or guaranteed by (or guarantees and sureties given by) central governments or central banks of countries that are members of the OECD, (d) guarantees and sureties given by banks operating in OECD member states, (e) securities issued directly or guaranteed by the ECB or guarantees and sureties given by the ECB, (f) sureties, letters of guarantee, avals and acceptance and endorsement of non-cash loans issued by banks operating in Turkey in compliance with their maximum lending limits and (g) bonds, debentures and covered bonds issued, or lease certificates the underlying assets of which are originated, by banks operating in Turkey.

Category II Collateral: (a) precious metals other than gold, (b) shares quoted on a stock exchange and A-type investment profit sharing funds, (c) asset-backed securities and private sector bonds except ones issued by the borrower, (d) credit derivatives providing protection against credit risk, (e) the assignment or pledge of accrued entitlements of real and legal persons from public agencies, (f) liquid securities, negotiable instruments representing commodities, other types of commodities and movables

pledged at market value, (g) mortgages on real property registered with the land registry and mortgages on real property built on allocated real estate; *provided* that their appraised value is sufficient, (h) export documents based upon marine bill of lading or transport bills, or insured within the scope of an exportation loan insurance policy, (i) bills of exchange stemming from actual trading relations, which are received from natural persons and legal entities, (j) insurance policies for trade receivables and (k) Credit Guarantee Fund (*Kredi Garanti Fonu*) guarantees not benefitting from Treasury support.

Category III Collateral: (a) commercial enterprise pledges, (b) other export documents, (c) auto pledges, commercial route license pledges and commercial auto license pledges, (d) mortgages on aircraft or ships, (e) sureties from real or legal persons whose creditworthiness is higher than the debtor itself and (f) promissory notes of real and legal persons.

Category IV Collateral: any other security not otherwise included in Category I, II or III.

Assets owned by banks and leased to third parties under financial lease agreements must also be classified in accordance with the above-mentioned categories.

When calculating the special provision requirements for non-performing loans, the value of collateral received from an applicable borrower is deducted from such borrower's loans and receivables in Groups III, IV and V above in the following proportions in order to determine the amount of the required reserves:

Category	Discount Rate
Category I collateral	100%
Category II collateral	75%
Category III collateral	50%
Category IV collateral	25%

In case the value of the collateral exceeds the amount of the NPL, the above-mentioned rates of consideration are applied only to the portion of the collateral that is equal to the amount of the NPL.

According to Article 11 of the Regulation on Provisions and Classification of Loans and Receivables, in the event of a borrower's failure to repay loans or any other receivables due to a temporary lack of liquidity that the borrower is facing, a bank is allowed to refinance the borrower with additional funding in order to strengthen the borrower's liquidity position or to structure a new repayment plan. Despite such refinancing or new repayment plan, such loans and other receivables are required to be monitored in their current loan groups (whether Group III, IV or V) for at least the next six-month period and, within such period, provisions continue to be set aside at the special provision rates applicable to the group in which they are included. After the lapse of such six-month period, if total collections reach at least 15% of the total receivables for restructured loans, then the remaining receivables are reclassified to the "Renewed/Restructured Loans Account." The bank may refinance the borrower for a second time if the borrower fails to repay the refinanced loan; *provided* that at least 20% of the principal and other receivables are collected on a yearly basis.

In June 2016, the BRSA published a regulation (which is amended from time to time) (the "2016 Provisioning Regulation") that will replace the Regulation on Provisions and Classification of Loans and Receivables as of 1 January 2018 in order to ensure compliance (by 1 January 2018) with the requirements of IFRS and the Financial Sector Assessment Programme, which is a joint programme of the International Monetary Fund and the World Bank. The 2016 Provisioning Regulation requires banks to adopt Turkish Financial Reporting Standards 9, which is the IFRS 9-compliant financial reporting standards of Turkey ("*TFRS 9*") (unless an exemption is granted by the BRSA) related to the assessment of credit risk by the beginning of 2018 and to set aside allowances for expected credit losses in line with such principles. According to the 2016 Provisioning Regulation, banks will still be required to classify their loans and receivables in groups, but there will be certain changes in the content of the groups. The provisions to be set aside are varied between the banks that apply TFRS 9 and the banks that do not apply TFRS 9.

Capital Adequacy

Article 45 of the Banking Law defines "capital adequacy" as having adequate equity against losses that could arise from the risks encountered. Pursuant to the same article, banks must calculate, achieve, maintain and report their capital adequacy ratio, which, within the framework of the BRSA's regulations, cannot be less than 8%.

The BRSA is authorised to increase the minimum capital adequacy ratio and the minimum consolidated capital adequacy ratio, to set different ratios for each bank and to revise the calculation and notification periods, but must consider each bank's internal systems as well as its asset and financial structures. Both the minimum total capital adequacy ratio and the minimum consolidated capital adequacy ratio for the Group as required by the BRSA is (as of the date of this Base Prospectus) 8%. In addition, as a prudential requirement, the BRSA requires a target capital adequacy ratio that is 4% higher than the legal capital ratio of 8%.

In order to implement the rules of the report entitled "A Global Regulatory Framework for More Resilient Banks and Banking Systems" published by the Basel Committee on Banking Supervision (the "*Basel Committee*") in December 2010 and revised in June 2011 (*i.e.*, Basel III) into Turkish law, the 2013 Equity Regulation and amendments to the 2012 Capital Adequacy Regulation were published in the Official Gazette No. 28756 dated 5 September 2013 and entered into force on 1 January 2014. The 2013 Equity Regulation defines capital of a bank as the sum of: (a) principal capital (*i.e.*, Tier 1 capital), which is composed of core capital (*i.e.*, Common Equity Tier 1 capital) and additional principal capital (*i.e.*, additional Tier 1 capital) and (b) supplementary capital (*i.e.*, Tier 2 capital) *minus* capital deductions. Pursuant to the 2012 Capital Adequacy Regulation: (i) both the minimum core capital adequacy ratio and the minimum consolidated core capital adequacy ratio are 4.5% and (ii) both the minimum Tier 1 capital adequacy ratio and the minimum consolidated Tier 1 capital ratio are 6.0%.

The BRSA published several new regulations and communiqués or amendments to its existing regulations and communiqués (as published in the Official Gazette No. 29511 dated 23 October 2015 and No. 29599 dated 20 January 2016) in accordance with the Basel Committee's RCAP, which is conducted by the BIS and reviews Turkey's compliance with Basel regulations. These amendments, which entered into force on 31 March 2016, include revisions to the 2013 Equity Regulation and the 2015 Capital Adequacy Regulation, which entered into force on 31 March 2016 in replacement of the 2012 Capital Adequacy Regulation, sustained the capital adequacy ratios introduced by the former regulation, but changed the risk weights of certain items. According to such regulation, Turkish Lira denominated claims against the Central Bank continued to be subject to a preferential treatment of 0% risk weight, whereas the risk weights of foreign currency denominated claims against the Central Bank in the form of required reserves were increased from 0% to 50%; *however*, on 24 February 2017, the BRSA published a decision that enables banks to use a 0% risk weight for foreign currency-required reserves in the Central Bank. The 2015 Capital Adequacy Regulation lowered the risk weights of certain assets and credit conversion factors, including reducing: (a) the risk weights of residential mortgage loans from 50% to 35%, (b) the risk weights of consumer loans qualifying as retail loans (*perakende alacaklar*) (excluding residential mortgage loans and credit cards) and instalment payments of credit cards from a range of 100% to 250% (depending upon their outstanding tenor) to 75% (irrespective of their tenor); *provided* that such receivables are not re-classified as non-performing loans (*donuk alacaklar*), and (c) the credit conversion factors of commitments for credit cards and overdrafts from 20% to 0%. These changes had (as of 31 March 2016) a positive impact on the Bank's capital adequacy ratio.

In 2013, the BRSA published the Regulation on the Capital Conservation and Countercyclical Capital Buffer, which entered into force on 1 January 2014 and provides additional core capital requirements both on a consolidated and bank-only basis. Pursuant to this regulation, the additional core capital requirements are to be calculated by the multiplication of the amount of risk-weighted assets by the sum of a capital conservation buffer ratio and bank-specific countercyclical buffer ratio. According to this regulation, the capital conservation buffer for banks is 1.250% for 2017, 1.875% for 2018 and 2.500% for 2019. The BRSA has published: (a) its decision dated 18 December 2015 (No. 6602) regarding the procedures for and principles on calculation, application and announcement of a countercyclical capital buffer and (b) its decision dated 24 December 2015 (No. 6619) regarding the determination of such countercyclical capital buffer. Pursuant to these decisions, the countercyclical capital buffer for Turkish banks' exposures in Turkey was initially set at 0% of a bank's risk-weighted assets in Turkey (effective as of 1 January 2016); *however*, such ratio might fluctuate between 0% and 2.5% as announced from time to time by the BRSA. Any increase to the countercyclical capital buffer ratio is to be effective one year after the relevant public announcement, whereas any reduction is to be effective as of the date of the relevant public announcement.

The BRSA changed the BRSA SME Definition by setting the annual turnover criteria below TL 125 million on 16 December 2016 and increased the retail exposure limit to TL 4.2 million as of 23 January 2017.

In 2013, the BRSA also published the Regulation on the Measurement and Evaluation of Leverage Levels of Banks, which entered into force on 1 January 2014 (with the exception of certain provisions that

entered into effect on 1 January 2015) and seeks to constrain leverage in the banking system and ensure maintenance of adequate equity on a consolidated and bank-only basis against leverage risks (including measurement error in the risk-based capital measurement approach). Lastly, the Regulation on Liquidity Coverage Ratios seeks to ensure that a bank maintains an adequate level of unencumbered, high-quality liquid assets that can be converted into cash to meet its liquidity needs for a 30 calendar day period. The Regulation on Liquidity Coverage Ratios provides that the ratio of the high quality asset stock to the net cash outflows, both of which are calculated in line with the regulation, cannot be lower than 100% in respect of total consolidated and non-consolidated liquidity and 80% in respect of consolidated and non-consolidated foreign exchange liquidity; *however*, pursuant to the BRSA Decision on Liquidity Ratios, such ratios were applied as 70% and 50%, respectively, in 2016 and such ratios shall be applied in increments of ten percentage points for each year from 1 January 2017 until 1 January 2019. Unconsolidated total and foreign currency liquidity coverage ratios cannot be non-compliant more than six times within a calendar year, which includes non-compliance that has already been remedied. With respect to consolidated total and foreign currency liquidity coverage, these cannot be non-compliant consecutively within a calendar year and such ratios cannot be non-compliant for more than two times within a calendar year, including non-compliance that has already been remedied.

Under the 2013 Equity Regulation, debt instruments and their issuance premia could be included either in additional Tier 1 capital or in Tier 2 capital subject to certain conditions; *however*, as of 31 March 2016, such amount is required to be reduced (for purposes of calculating capital) by any investment by a Turkish bank in additional Tier 1 or Tier 2 capital of another bank or financial institution holding such Turkish bank's additional Tier 1 or Tier 2 capital, as applicable.

In accordance with Basel III rules, each bank is required to prepare an ICAAP Report representing its own assessment of its capital requirements (see “*-Regulatory Institutions-*” above). See also a discussion of the implementation of Basel III in “*-Basel Committee - Basel III-*” below.

Tier 2 Rules under Turkish Law

Previous Tier 2 Rules. Secondary subordinated debts were, through 31 December 2013, regulated under the 2006 Equity Regulation. This section thus describes the rules previously applicable to the Bank's secondary subordinated debts that were issued before 1 January 2014, which rules continue to apply to such subordinated debts notwithstanding the 2013 Equity Regulation.

According to the 2006 Equity Regulation, the net worth of a bank (*i.e.*, the bank's own funds) consists of main capital and supplementary capital *minus* capital deductions. In the relevant definition, “secondary subordinated loans” (which as defined can also include bonds) are listed as one of the items that constitute a bank's supplementary capital (*i.e.*, “Tier 2” capital); *however*, loans provided to the banks by their affiliates or debt instruments issued to their affiliates do not fall within the scope of such “secondary subordinated loans.” Unless temporarily permitted by the BRSA in exceptional cases, the portion of primary subordinated debts that is not included in the calculation of “Tier 1” capital *plus* the total secondary subordinated debts that, in aggregate, exceeds 50% of “Tier 1” capital is not taken into consideration in the calculation of “Tier 2” capital. During the final five years of a secondary subordinated debt, the amount thereof to be taken into account in the calculation of the “Tier 2” capital would be reduced by 20% per year. In addition, any secondary subordinated debt with a remaining maturity of less than one year is not included in the calculation of “Tier 2” capital. Any cash credits extended by the bank to the provider(s) of the “secondary subordinated loans” (if debt instruments, to the investor(s) holding 10% or more thereof) and any debt instruments issued by such provider(s) (or investor(s)) and purchased by the bank are also deducted from the amount to be used in the calculation of the Tier 2 capital. A secondary subordinated debt is taken into account in the calculation of “Tier 2” capital on the date of the accounting of such secondary subordinated debt on the books of the relevant bank.

The 2006 Equity Regulation requires banks to obtain the prior permission of the BRSA for a debt to be classified as a “secondary subordinated loan.” In order to obtain such permission, the bank must submit to the BRSA the original copy or a notarised copy of the applicable agreement(s), and if an applicable agreement is not yet signed, a draft of such agreement (with submission of its original or a notarised copy to the BRSA within five business days of the signing of such agreement). The BRSA would, in considering any such request for its permission, determine if the credit in question meets the following criteria:

- (a) the debt must have an initial maturity of at least five years and the agreement must contain express provisions that prepayment of the principal cannot be made before the expiry of the five-year

period and the creditors waive their rights to make any set-offs against the bank with respect to such debt; *it being understood* that interest and other charges may be payable during such five year period,

(b) there may be no more than one repayment option before the maturity of the debt and, if there is a repayment option before maturity, the date of exercising the option must be clearly defined,

(c) the creditors must have agreed expressly in the agreement that in the event of dissolution and liquidation of the bank, such debt will be repaid before any payment to shareholders for their capital return and payments on primary subordinated debts but after all other debts,

(d) it must be stated in the agreement that the debt is not related to any derivative operation or contract violating the condition stated in clause (c) or tied to any guarantee or security, in one way or another, directly or indirectly, and the debts cannot be assigned to any affiliates of the bank,

(e) it must be utilised as one single drawdown if utilised in the form of a loan and it must be wholly collected in cash if in the form of a debt instrument, and

(f) payment before maturity is subject to approval of the BRSA.

If the interest rate applied to a secondary subordinated debt is not explicitly indicated in the loan agreement or the text of the debt instrument or if the interest rate is excessively high compared to that of similar loans or debt instruments, then the BRSA might not authorise the inclusion of the loan or debt instrument in the calculation of “Tier 2” capital.

In cases where the parties subsequently agree that a secondary subordinated debt be prepaid prior to its stated maturity (but in any event after the fifth anniversary of its utilisation), they would be required to apply for the BRSA’s permission. Upon any such application, the BRSA would, in its sole discretion, determine if any such prepayment would adversely affect the bank’s credit lines and limits or its compliance with the applicable standard ratios and give or decline to give its consent accordingly.

In connection with secondary subordinated debts pursuant to which it has been agreed that a prepayment option shall be available and the remaining maturity is calculated by way of taking into account the originally agreed maturity date (*i.e.*, not on the basis of the prepayment option date), such prepayment option can only be exercised with the consent of the BRSA, which would apply the criteria stated above.

Amendments to the 2013 Equity Regulation introduced certain limitations to the items that are included in the capital calculations of banks that have issued additional Tier 1 and Tier 2 instruments prior to 1 January 2014. While the Group does not have any additional Tier 1 instruments, according to these amendments, Tier 2 instruments that were issued (*among others*): (a) between 12 September 2010 and 1 January 2013 (so long as they satisfied the New Tier 2 Conditions other than the condition stated in sub-clause (i) of the New Tier 2 Conditions (*i.e.*, the condition regarding the loss absorption due to the cancellation of a bank’s license or transfer of the bank’s management to the SDIF pursuant to Article 71 of the Banking Law)) are included in Tier 2 calculations after being reduced by 20% for the period between 1 January 2014 and 31 December 2014 and have been (and will be) included in Tier 2 calculations after being reduced by 10% for each subsequent year (the calculations being made based upon the total amount of the debt instruments as of 1 January 2013) and (b) after 1 January 2013 will be included in Tier 2 calculations only if they satisfy all of the New Tier 2 Conditions. As a result of the Issuer having outstanding Tier 2 debt falling within these categories, these changes had (as of 31 March 2016) a negative impact on the Issuer’s capital adequacy ratio.

New Tier 2 Rules. According to the 2013 Equity Regulation, which came into force on 1 January 2014, Tier 2 capital shall be calculated by subtracting capital deductions from general provisions that are set aside for receivables and/or the surplus of provisions and capital deductions with respect to expected loss amounts for receivables (as the case may be, depending upon the method used by the bank to calculate the credit risk amounts of the applicable receivables) and the debt instruments that have been approved by the BRSA upon the application of the board of directors of the applicable bank along with a written statement confirming compliance of the debt instruments with the conditions set forth below and their issuance premia (the “*New Tier 2 Conditions*”):

(a) the debt instrument shall have been issued by the bank and approved by the CMB and shall have been fully collected in cash,

(b) in the event of dissolution of the bank, the debt instrument shall have priority over debt instruments that are included in additional Tier 1 capital and shall be subordinated with respect to rights of deposit holders and all other creditors,

(c) the debt instrument shall not be related to any derivative operation or contract violating the condition stated in clause (b) nor shall it be tied to any guarantee or security, in one way or another, directly or indirectly,

(d) the debt instrument must have an initial maturity of at least five years and shall not include any provision that may incentivise prepayment, such as dividends and increase of interest rate,

(e) if the debt instrument includes a prepayment option, such option shall be exercisable no earlier than five years after issuance and only with the approval of the BRSA; approval of the BRSA is subject to the following conditions:

(i) the bank should not create any market expectation that the option will be exercised by the bank,

(ii) the debt instrument shall be replaced by another debt instrument either of the same quality or higher quality, and such replacement shall not have a restrictive effect on the bank's ability to sustain its operations, or

(iii) following the exercise of the option, the equity of the bank shall exceed the higher of: (A) the capital adequacy requirement that is to be calculated pursuant to the 2015 Capital Adequacy Regulation along with the Regulation on the Capital Conservation and Countercyclical Capital Buffer, (B) the capital requirement derived as a result of an internal capital adequacy assessment process of the bank and (C) the higher capital requirement set by the BRSA (if any);

however, if tax legislation or other regulations are materially amended, a prepayment option may be exercised; *provided* that the above conditions in this clause (e) are met and the BRSA approves,

(f) the debt instrument shall not provide investors with the right to demand early amortisation except for during a bankruptcy or dissolution process relating to the issuer,

(g) the debt instrument's dividend or interest payments shall not be linked to the creditworthiness of the issuer,

(h) the debt instrument shall not be: (i) purchased by the issuer or by corporations controlled by the issuer or significantly under the influence of the issuer or (ii) assigned to such entities, and its purchase shall not be directly or indirectly financed by the issuer itself,

(i) if there is a possibility that the bank's operating license would be cancelled or the probability of the transfer of the management of the bank to the SDIF arises pursuant to Article 71 of the Banking Law due to the losses incurred by the bank, then removal of the debt instrument from the bank's records or the debt instrument's conversion to share certificates for the absorption of the loss would be possible if the BRSA so decides,

(j) in the event that the debt instrument has not been issued by the bank itself or one of its consolidated entities, the amounts obtained from the issuance shall be immediately transferred without any restriction to the bank or its consolidated entity (as the case may be) in accordance with the rules listed above, and

(k) the repayment of the principal of the debt instrument before its maturity is subject to the approval of the BRSA and the approval of the BRSA is subject to the same conditions as the exercise of the prepayment option as described under clause (e) above.

In addition, procedures and principles regarding the deduction of the debt instrument's value and/or removal of the debt instrument from the bank's records, and/or the debt instrument's conversion to share certificates, are determined by the BRSA.

Loans (as opposed to securities) that have been approved by the BRSA upon the application of the board of directors of the applicable bank accompanied by a written statement confirming that all of the New Tier 2 Conditions (except for the condition indicated in sub-clause (a) of the New Tier 2 Conditions) are met also can be included in Tier 2 capital calculations.

In addition to the conditions that need to be met before including debt instruments and loans in the calculation of Tier 2 capital, the 2013 Equity Regulation also provides a limit for inclusion of general provisions to be set aside for receivables and/or the surplus of provisions and capital deductions with respect to expected loss amounts of receivables (as the case may be, depending upon the method used by the bank to calculate the credit risk amount of such receivables) in Tier 2 capital such that 1.25% of the risk weighted sum of the receivables in calculating the credit risk exposure by using the standardised approach is taken into consideration; *however*, the portion of surplus of this amount that exceeds general provisions is not taken into consideration in calculating the Tier 2 capital. Furthermore, in addition to the New Tier 2 Conditions stated above, the BRSA may require new conditions for each debt instrument and the procedure and principles regarding the removal of the debt instrument from the bank's records or the debt instrument's conversion to share certificates are determined by the BRSA.

Applications to include debt instruments or loans into Tier 2 capital are required to be accompanied by the original copy or a notarised copy of the applicable agreement(s) or, if an applicable agreement is not yet signed, a draft of such agreement (with submission of its original or a notarised copy to the BRSA within five İstanbul Business Days following the signing date of such agreement). The 2013 Equity Regulation provides that if the terms of the executed loan agreement or debt instrument contain different provisions than the draft thereof so provided to the BRSA, then a written statement of the board of directors confirming that such difference does not affect Tier 2 capital qualifications is required to be submitted to the BRSA within five İstanbul Business Days following the signing date of such loan agreement or the issuance date of such debt instrument. If the applicable interest rate is not explicitly indicated in such loan agreement or the prospectus of such debt instrument (*borçlanma aracı izahnamesi*), as applicable, or if such interest rate is excessively high compared to that of similar loans or debt instruments, then the BRSA might not authorise the inclusion of the loan or debt instrument in the calculation of Tier 2 capital.

Debt instruments and loans that are approved by the BRSA are included in accounts of Tier 2 capital as of the date of transfer to the relevant accounts in the applicable bank's records. Loan agreements and debt instruments that have been included in Tier 2 capital calculations, and that have less than five years to maturity, shall be included in Tier 2 capital calculations after being reduced by 20% each year.

Basel Committee

Basel II. The most significant difference between the capital adequacy regulations in place before 1 July 2012 and the Basel II regulations is the calculation of risk-weighted assets related to credit risk. The current regulations seek to align more closely the minimum capital requirement of a bank with its borrowers' credit risk profile. The impact of the new regulations on capital adequacy levels of Turkish banks largely stems from exposures to the Turkish government, principally through the holding of Turkish government bonds. While the previous rules provided a 0% risk weight for exposures to the Turkish sovereign and the Central Bank, the rules of Basel II require that claims on sovereign entities and their central banks be risk-weighted according to their credit assessment, which (as of the date of this Base Prospectus) results in a 100% risk weighting for Turkey; *however*, the Turkish rules implementing the Basel principles in Turkey (*i.e.*, the "*Turkish National Discretion*") revised this general rule by providing that all Turkish Lira-denominated claims on sovereign entities in Turkey and the Central Bank shall have a 0% risk weight. See "*Basel III*" below for the risk weights of foreign currency-denominated required reserves held with the Central Bank.

Basel III. Turkish banks' capital adequacy requirements have been and might continue to be further affected by Basel III, as implemented by the 2013 Equity Regulation, which includes requirements regarding regulatory capital, liquidity, leverage ratio and counterparty credit risk measurements, which are expected to be implemented in phases until 2019. In 2013, the BRSA announced its intention to adopt the Basel III requirements and published initially the 2013 Equity Regulation and amendments to the 2012 Capital Adequacy Regulation, each entering into effect on 1 January 2014. The 2013 Equity Regulation introduced core Tier 1 capital and additional Tier 1 capital as components of Tier 1 capital. Subsequently, the BRSA replaced the 2012 Capital Adequacy Regulation with the 2015 Capital Adequacy Regulation, which entered into force on 31 March 2016. These changes: (a) introduced a minimum core capital adequacy standard ratio (4.5%) and a minimum Tier 1 capital adequacy standard ratio (6.0%) to be calculated on a consolidated and non-consolidated

basis (which are in addition to the previously existing requirement for a minimum total capital adequacy ratio of 8.0%) and (b) changed the risk weights of certain items that are categorised under “other assets.” The 2013 Equity Regulation has also introduced new Tier 2 rules and determined new criteria for debt instruments to be included in the Tier 2 capital. In order to further align Turkish banking legislation with Basel principles, the BRSA has published from time to time new regulations and communiqués amending or replacing the existing regulations and communiqués, some of which amendments entered into force on 31 March 2016. For information related to the leverage ratios, capital adequacy ratios and liquidity coverage ratios of banks, see “-Capital Adequacy” above. According to the 2015 Capital Adequacy Regulation, which entered into force on 31 March 2016, the risk weights of foreign currency-denominated required reserves on the Central Bank in the form of required reserves have been increased from 0% to 50%; *however*, on 24 February 2017, the BRSA amended its’ guidance to allow foreign exchange-required reserves held with the Central Bank to be subject to a 0% risk weight.

The BIS reviewed Turkey’s compliance with Basel regulations within the scope of the Basel Committee’s RCAP and published its RCAP assessment report in March 2016, in which Turkey was assessed as compliant with Basel standards.

If the Bank and/or the Group is unable to maintain its capital adequacy or leverage ratios above the minimum levels required by the BRSA or other regulators (whether due to the inability to obtain additional capital on acceptable economic terms, if at all, sell assets (including subsidiaries) at commercially reasonable prices, or at all, or for any other reason), then this could have a material adverse effect on the Group’s business, financial condition and/or results of operations.

On 23 February 2016, the BRSA issued the D-SIBs Regulation, which introduced a methodology for assessing the degree to which banks are considered to be systemically important to the Turkish domestic market and set out the additional capital requirements for those banks classified as D-SIBs. The contemplated methodology requires the identification and classification of D-SIBs in Turkey under four different categories. The D-SIBs were initially determined based upon a score set by the BRSA according to their size, complexity, impact on the financial system and economic activity using their 2014 year-end consolidated financial information. According to the D-SIBs Regulation, banks that are identified as D-SIBs are required to keep additional core capital (*ilave çekirdek sermaye*) buffers up to a further 3.0% for Group 4 banks, 2.0% for Group 3, 1.5% for Group 2 and 1.0% for Group 1 as of 1 January 2019. The additional capital requirements came into effect on 31 March 2016 subject to a transitional period until they are fully implemented.

The table below sets forth the buffer ratios for D-SIBs for the indicated years:

Groups	2017	2018	2019
Group 4 (empty) ⁽¹⁾	1.500%	2.250%	3.000%
Group 3	1.000%	1.500%	2.000%
Group 2	0.750%	1.125%	1.500%
Group 1	0.500%	0.750%	1.000%

(1) Group 4 is empty as there are currently no banks classified under the relevant group.

As of 31 March 2016, the Bank has been classified as a D-SIB under the D-SIBs Regulation.

The BRSA has also published a regulation that requires Turkish banks to adopt TFRS 9 principles (unless an exemption is granted by the BRSA) related to the assessment of credit risk by the beginning of 2018 and to set aside general provisions in line with such principles. If an exemption is granted by the BRSA, then banks will be allowed to set aside allowances for actual credit losses as stipulated under such regulation.

Liquidity and Reserve Requirements

Article 46 of the Banking Law requires banks to calculate, attain, maintain and report the minimum liquidity level in accordance with principles and procedures set out by the BRSA. Within this framework, a comprehensive liquidity arrangement has been put into force by the BRSA, following the consent of the Central Bank.

Pursuant to the Communiqué regarding Reserve Requirements (the “*Communiqué regarding Reserve Requirements*”), the Central Bank imposes different reserve requirements for different currencies and different tenors and adjusts these rates from time to time in order to encourage or discourage certain types of lending.

The reserve requirements also apply to gold deposit accounts. Furthermore, banks are permitted to maintain: (a) a portion of the Turkish Lira reserve requirements in U.S. Dollars and another portion of the Turkish Lira reserve requirements in standard gold and (b) a portion or all of the reserve requirements applicable to precious metal deposit accounts in standard gold, which portions are revised from time to time by the Central Bank. In addition, banks are required to maintain their required reserves against their U.S. Dollar-denominated liabilities in U.S. Dollars only.

Furthermore, pursuant to the Communiqué regarding Reserve Requirements, a bank must establish additional mandatory reserves if its financial leverage ratio falls within certain intervals. The financial leverage ratio is calculated according to the division of a bank’s capital into the sum of the following items:

- (a) its total liabilities,
- (b) its total non-cash loans and obligations,
- (c) its revocable commitments *multiplied by* 0.1,
- (d) the total sum of each of its derivatives commitments *multiplied by* its respective loan conversion rate, and
- (e) its irrevocable commitments.

This additional mandatory reserve amount is calculated quarterly according to the arithmetic mean of the monthly leverage ratio.

A bank also must maintain mandatory reserves for six mandatory reserve periods beginning with the fourth calendar month following an accounting period and additional mandatory reserves for liabilities in Turkish Lira and foreign currency, as set forth below:

Calculation Period for the Leverage Ratio	Leverage Ratio	Additional Reserve Requirement
From the 4th quarter of 2013 through the 3rd quarter of 2014	Below 3.0%	2.0%
	From 3.0% (inclusive) to 3.25%	1.5%
	From 3.25% (inclusive) to 3.5%	1.0%
From the 4th quarter of 2014 through the 3rd quarter of 2015	Below 3.0%	2.0%
	From 3.0% (inclusive) to 3.50%	1.5%
	From 3.50% (inclusive) to 4.0%	1.0%
Following the 4th quarter of 2015 (inclusive)	Below 3.0%	2.0%
	From 3.0% (inclusive) to 4.0%	1.5%
	From 4.0% (inclusive) to 5.0%	1.0%

Reserve accounts kept in Turkish Lira may be interest-bearing pursuant to guidelines adopted by the Central Bank from time to time according to the reserve requirement manual issued by the Central Bank on 11 April 2014.

Calculation of Liquidity Coverage Ratio

According to the Regulation on Liquidity Coverage Ratios, a bank is required to maintain an adequate level of unencumbered, high-quality liquid assets that can be converted into cash to meet its liquidity needs for a 30 calendar day period. In this context, the BRSA Decision on Liquidity Ratios provides that, for the period from 5 January 2015 to 31 December 2015, the minimum total liquidity coverage ratios and foreign currency coverage ratios for deposit banks were 60% and 40%, respectively, and (in the absence of any new arrangement) such ratios shall be (and have been) increased in increments of ten percentage points for each year from 1 January 2016 until 1 January 2019. The BRSA Decision on Liquidity Ratios further provides that a 0% liquidity adequacy ratio limit applies to deposit banks.

Foreign Exchange Requirements

According to the Regulation on Foreign Exchange Net Position/Capital Base issued by the BRSA and published in the Official Gazette No. 26333 dated 1 November 2006, for both the bank-only and consolidated financial statements, the ratio of a bank's foreign exchange net position to its capital base should not exceed (+/-) 20%, which calculation is required to be made on a weekly basis. The net foreign exchange position is the difference between the Turkish Lira equivalent of a bank's foreign exchange assets and its foreign exchange liabilities. For the purpose of computing the net foreign exchange position, foreign exchange assets include all active foreign exchange accounts held by a bank (including its foreign branches), its foreign exchange-indexed assets and its subscribed forward foreign exchange purchases; for purposes of computing the net foreign exchange position, foreign exchange liabilities include all passive foreign exchange accounts held by a bank (including its foreign branches), its subscribed foreign exchange-indexed liabilities and its subscribed forward foreign exchange sales. If the ratio of a bank's net foreign exchange position to its capital base exceeds (+/-) 20%, then the bank is required to take steps to move back into compliance within two weeks following the bank's calculation period. Banks are permitted to exceed the legal net foreign exchange position to capital base ratio up to six times per calendar year.

Audit of Banks

According to Article 24 of the Banking Law, a bank's board of directors is required to establish audit committees for the execution of the audit and monitoring functions of the board of directors. Audit committees shall consist of a minimum of two members and be appointed from among the members of the board of directors who do not have executive duties. The duties and responsibilities of the audit committee include the supervision of the efficiency and adequacy of the bank's internal control, risk management and internal audit systems, functioning of these systems and accounting and reporting systems within the framework of the Banking Law and other relevant legislation, and integrity of the information produced; conducting the necessary preliminary evaluations for the selection of independent audit firms by the board of directors; regularly monitoring the activities of independent audit firms selected by the board of directors; and, in the case of holding companies covered by the Banking Law, ensuring that the internal audit functions of the institutions that are subject to consolidation operate in a coordinated manner, on behalf of the board of directors.

The BRSA, as the principal regulatory authority in the Turkish banking sector, has the right to monitor compliance by banks with the requirements relating to audit committees. As part of exercising this right, the BRSA reviews audit reports prepared for banks by their independent auditing firms. Banks are required to select an independent audit firm in accordance with the Regulation on Independent Audit of Banks, published in the Official Gazette No. 29314 dated 2 April 2015. Independent auditors are held liable for damages and losses to third parties and are subject to stricter reporting obligations. Professional liability insurance is required for: (a) independent auditors and (b) evaluators, rating agencies and certain other support services (if requested by the service-acquiring bank or required by the BRSA). Furthermore, banks are required to consolidate their financial statements on a quarterly basis in accordance with certain consolidation principles established by the BRSA. The year-end consolidated financial statements are required to be audited whereas interim consolidated financial statements are subject to only a limited review by independent audit firms. The Internal Systems Regulation established standards as to principles of internal control, internal audit and risk management systems and an internal capital adequacy assessment process in order to bring such regulations into compliance with Basel II requirements.

In 2015 and 2016, the BRSA issued certain amendments to the Internal Systems Regulation to align the Turkish regulatory capital regime with Basel III requirements. These amendments relating to internal systems and internal capital adequacy ratios entered into force on 20 January 2016 and the other amendments entered into force on 31 March 2016. These amendments impose new regulatory requirements to enhance the effectiveness of internal risk management and internal capital adequacy assessments by introducing, among others things, new stress test requirements. Accordingly, the board of directors and senior management of a bank are required to ensure that a bank has established appropriate risk management systems and applies an internal capital adequacy assessment process adequate to have capital for the risks incurred by such bank. The ICAAP Report is required to be audited by either the internal audit department or an independent audit firm in accordance with the internal audit procedures of a bank.

All banks (public and private) also undergo annual audits and interim audits by certified bank auditors who have the authority to audit banks on behalf of the BRSA. Audits by certified bank auditors encompass all aspects of a bank's operations, its financial statements and other matters affecting the bank's financial position,

including its domestic banking activities and foreign exchange transactions. Additionally, such audits seek to ensure compliance with applicable laws and regulations and the constitutional documents of the bank. The Central Bank has the right to monitor compliance by banks with the Central Bank's regulations through on-site and off-site examinations.

In 2015, the BRSA amended the Regulation on Principles and Procedures of Audits to expand the scope of the audit of banks in compliance with the Internal Systems Regulation. According to this regulation, the BRSA monitors banks' compliance with the regulations relating to the maintenance of capital and liquidity adequacy for risks incurred or to be incurred by banks and the adequacy and efficiency of banks' internal audit systems.

The SDIF

Article 111 of the Banking Law relates to the SDIF. The SDIF has been established to develop trust and stability in the banking sector by strengthening the financial structures of Turkish banks, restructuring Turkish banks as needed and insuring the savings deposits of Turkish banks. The SDIF is a public legal entity set up to insure savings deposits held with banks and (along with all other Turkish banks) the Bank is subject to its regulations. The SDIF is responsible for and authorised to take measures for restructuring, transfers to third parties and strengthening the financial structures of banks, the shares of which and/or the management and control of which have been transferred to the SDIF in accordance with Article 71 of the Banking Law, as well as other duties imposed on it.

(a) *Insurance of Deposits*

Pursuant to Article 63 of the Banking Law, savings deposits (except for commercial deposits) held with banks are insured by the SDIF. The scope and amount of savings deposits subject to the insurance are determined by the SDIF upon the approval of the Central Bank, the BRSB and the Treasury. The tariff of the insurance premium, the time and method of collection of this premium, and other relevant matters are determined by the SDIF upon the approval of the BRSB.

(b) *Borrowings of the SDIF*

The SDIF: (i) may incur indebtedness with authorisation from the Turkish Treasury or (ii) the Turkish Treasury may issue government securities with the proceeds to be provided to the SDIF as a loan, as necessary. Principles and procedures regarding the borrowing of government debt securities, including their interest rates and terms and conditions of repayment to the Treasury, are to be determined together by the Treasury and the SDIF.

(c) *Power to require Advances from Banks*

Provided that BRSA consent is received, the banks may be required by the SDIF to make advances of up to the total insurance premiums paid by them in the previous year to be set-off against their future premium obligations. The decision regarding such advances shall also indicate the interest rate applicable thereto.

(d) *Contribution of the Central Bank*

If the SDIF's resources prove insufficient due to extraordinary circumstances, then the Central Bank will, on request, provide the SDIF with an advance. The terms, amounts, repayment conditions, interest rates and other conditions of the advance will be determined by the Central Bank upon consultation with the SDIF.

(e) *Savings Deposits that are not subject to Insurance*

Deposits, participation accounts and other accounts held in a bank by controlling shareholders, the chairman and members of the board of directors or board of managers, general manager and assistant general managers and by the parents, spouses and children under custody of the above, and deposits, participation accounts and other accounts within the scope of criminally-related assets generated through the offenses set forth in Article 282 of the Turkish Criminal Code and other deposits, participation accounts and accounts as determined by the board of the BRSA are not covered by the SDIF's insurance.

(f) *Premiums as an Expense Item*

Premiums paid by a bank into the SDIF are to be treated as an expense in the calculation of that bank's corporate tax.

(g) *Liquidation*

In the event of the bankruptcy of a bank, the SDIF is a privileged creditor and may liquidate the bank under the provisions of the Execution and Bankruptcy Law No. 2004, exercising the duties and powers of the bankruptcy office and creditors' meeting and the bankruptcy administration.

(h) *Claims*

In the event of the bankruptcy of a bank, holders of savings deposits will have a privileged claim in respect of the part of their deposit that is not covered by the SDIF's insurance.

Since 15 February 2013, up to TL 100,000 of the amounts of a depositor's deposit accounts benefit from the SDIF insurance guarantee.

The main powers and duties of the SDIF pursuant to the SDIF regulation published in the Official Gazette No. 26119 dated 25 March 2006, and as amended from time to time, are as follows:

(i) ensuring the enforcement of the SDIF board's decisions,

(ii) establishing the human resources policies of the SDIF,

(iii) becoming members of international financial, economic and professional organisations in which domestic and foreign equivalent agencies participate, and signing memoranda of understanding with the authorised bodies of foreign countries regarding the matters that fall within the SDIF's span of duty,

(iv) insuring the savings deposits and participation accounts in the credit institutions,

(v) determining the scope and amount of the savings deposits and participation accounts that are subject to insurance with the opinion of the Central Bank, the BRSA and the Turkish Treasury, and the risk-based insurance premia timetable, collection time and form and other related issues in cooperation with the BRSA,

(vi) paying (directly or through another bank) the insured deposits and participation accounts from its sources in the credit institutions whose operating permission has been revoked by the BRSA,

(vii) fulfilling the necessary operations regarding the transfer, sale and merger of the banks whose shareholder rights (except dividends) and management and supervision have been transferred to the SDIF by the BRSA, with the condition that the losses of the shareholders are reduced from the capital,

(viii) taking management and control of the banks whose operating permission has been revoked by the BRSA and fulfilling the necessary operations regarding the bankruptcy and liquidation of such banks,

(ix) requesting from public institutions and agencies, real persons and legal entities all information, documents and records in a regular and timely fashion in the framework of Article 123 of the Banking Law,

(x) issuing regulations and communiqués for the enforcement of the Banking Law with the SDIF's board's decision, and

(xi) fulfilling the other duties that the Banking Law and other related legislation assign to it.

Cancellation of Operating Permission

If the results of an audit show that a bank's financial structure has seriously weakened, then the BRSA may require the bank's board of directors to take measures to strengthen its financial position. Pursuant to the Banking Law, in the event that the BRSA in its sole discretion determines that:

(a) the assets of a bank are insufficient or are likely to become insufficient to cover its obligations as they become due,

(b) the bank is not complying with liquidity requirements,

(c) the bank's profitability is not sufficient to conduct its business in a secure manner due to disturbances in the relation and balance between expenses and profit,

(d) the regulatory equity capital of such bank is not sufficient or is likely to become insufficient,

(e) the quality of the assets of such bank have been impaired in a manner potentially weakening its financial structure,

(f) the decisions, transactions or applications of such bank are in breach of the Banking Law, relevant regulations or the decisions of the BRSB,

(g) such bank fails to establish internal audit, supervision and risk management systems or to effectively and sufficiently conduct such systems or any factor impedes the audit of such systems, or

(h) imprudent acts of such bank's management materially increase the risks stipulated under the Banking Law and relevant legislation or potentially weaken the bank's financial structure,

then the BRSA may require the board of directors of such bank:

(i) to increase its equity capital,

(ii) not to distribute dividends for a temporary period to be determined by the BRSA and to transfer its distributable dividend to the reserve fund,

(iii) to increase its loan provisions,

(iv) to stop extension of loans to its shareholders,

(v) to dispose of its assets in order to strengthen its liquidity,

(vi) to limit or stop its new investments,

(vii) to limit its salary and other payments,

(viii) to cease its long-term investments,

(ix) to comply with the relevant banking legislation,

(x) to cease its risky transactions by re-evaluating its credit policy,

(xi) to take all actions to decrease any maturity, foreign exchange and interest rate risks for a period determined by the BRSA and in accordance with a plan approved by the BRSA, and/or

(xii) to take any other action that the BRSA may deem necessary.

In the event that the aforementioned actions are not taken (in whole or in part) by the applicable bank, its financial structure cannot be strengthened despite the fact that such actions have been taken or the BRSA

determines that taking such actions will not lead to a favourable result, then the BRSB may require such bank to:

- (a) strengthen its financial structure, increase its liquidity and/or increase its capital adequacy,
- (b) dispose of its fixed assets and long-term assets within a reasonable time determined by the BRSB,
- (c) decrease its operational and management costs,
- (d) postpone its payments under any name whatsoever, excluding the regular payments to be made to its employees,
- (e) limit or prohibit extension of any cash or non-cash loans to certain third persons, legal entities, risk groups or sectors,
- (f) convene an extraordinary general assembly in order to change some or all of the members of the board of directors or assign new member(s) to the board of directors, in the event any board member is responsible for a failure to comply with relevant legislation, a failure to establish efficient and sufficient operation of internal audit, internal control and risk management systems or non-operation of these systems efficiently or there is a factor that impedes supervision or such member(s) of the board of directors cause(s) to increase risks significantly as stipulated above,
- (g) implement short-, medium- or long-term plans and projections that are approved by the BRSB to decrease the risks incurred by the bank and the members of the board of directors and the shareholders with qualified shares must undertake the implementation of such plan in writing, and/or
- (h) to take any other action that the BRSB may deem necessary.

In the event that the aforementioned actions are not taken (in whole or in part) by the applicable bank, the problem cannot be solved despite the fact that the actions have been taken or the BRSA determines that taking such actions will not lead to a favourable result, then the BRSB may require such bank to:

- (a) limit or cease its business or the business of the whole organisation, including its relations with its local or foreign branches and correspondents, for a temporary period,
- (b) apply various restrictions, including restrictions on the interest rate and maturity with respect to resource collection and utilisation,
- (c) remove from office (in whole or in part) some or all of its members of the board of directors, general manager and deputy general managers and the relevant department and branch managers and obtain approval from the BRSA as to the persons to be appointed to replace them,
- (d) make available long-term loans; *provided* that these will not exceed the amount of deposit or participation accounts subject to insurance, and be secured by the shares or other assets of the controlling shareholders,
- (e) limit or cease its non-performing operations and to dispose of its non-performing assets,
- (f) merge with one or more other interested banks,
- (g) provide new shareholders in order to increase its equity capital,
- (h) deduct any resulting losses from its own funds, and/or
- (i) take any other action that the BRSB may deem necessary.

In the event that: (a) the aforementioned actions are not (in whole or in part) taken by the applicable bank within a period of time set forth by the BRSB or in any case within 12 months, (b) the financial structure

of such bank cannot be strengthened despite its having taken such actions, (c) it is determined that taking these actions will not lead to the strengthening of the bank's financial structure, (d) the continuation of the activities of such bank would jeopardise the rights of the depositors and the participation account owners and the security and stability of the financial system, (e) such bank cannot cover its liabilities as they become due, (f) the total amount of the liabilities of such bank exceeds the total amount of its assets or (g) the controlling shareholders or directors of such bank are found to have utilised such bank's resources for their own interests, directly or indirectly or fraudulently, in a manner that jeopardised the secure functioning of the bank or caused such bank to sustain a loss as a result of such misuse, then the BRSA, with the affirmative vote of at least five of its board members, may revoke the license of such bank to engage in banking operations and/or to accept deposits and transfer the management, supervision and control of the shareholding rights (excluding dividends) of such bank to the SDIF for the purpose of whole or partial transfer or sale of such bank to third persons or the merger thereof; *provided* that any loss is deducted from the share capital of current shareholders.

In the event that the license of a bank to engage in banking operations and/or to accept deposits is revoked, then that bank's management and audit will be taken over by the SDIF. Any and all execution and bankruptcy proceedings (including preliminary injunction) against such bank would be discontinued as from the date on which the BRSA's decision to revoke such bank's license is published in the Official Gazette. From the date of revocation of such bank's license, the creditors of such bank may not assign their rights or take any action that could lead to assignment of their rights. The SDIF must take measures for the protection of the rights of depositors and other creditors of such bank. The SDIF is required to pay the insured deposits of such bank either by itself or through another bank it may designate. The SDIF is required to institute bankruptcy proceedings in the name of depositors against a bank whose operating permission is revoked.

Annual Reporting

Pursuant to the Banking Law, Turkish banks are required to follow the BRSA's principles and procedures (which are established in consultation with the Turkish Accounting Standards Board and international standards) when preparing their annual reports. Turkish listed companies must also comply with the Communiqué on Principles of Financial Reporting in Capital Markets issued by the CMB. In addition, they must ensure uniformity in their accounting systems, correctly record all their transactions and prepare timely and accurate financial reports in a format that is clear, reliable and comparable as well as suitable for auditing, analysis and interpretation.

Furthermore, Turkish companies (including banks) are required to comply with the Regulation regarding Determination of the Minimum Content of the Companies' Annual Reports published by the Ministry of Customs and Trade, as well as the Corporate Governance Communiqué, when preparing their annual reports. These reports are required to include the following information: management and organisation structures, human resources, activities, financial situation, assessment of management and expectations and a summary of the directors' report and independent auditor's report.

A bank cannot settle its balance sheets without ensuring reconciliation with the legal and auxiliary books and records of its branches and domestic and foreign correspondents.

The BRSA is authorised to take necessary measures where it is determined that a bank's financial statements have been misrepresented.

Pursuant to the Regulation on the Principles and Procedures Concerning the Preparation of Annual Reports by Banks published in the Official Gazette No. 26333 dated 1 November 2006, the chairman of the board, audit committee, general manager, deputy general manager responsible for financial reporting and the relevant unit manager (or equivalent authorities) must sign the reports indicating their full names and titles and declare that the financial report complies with relevant legislation and accounting records.

Independent auditors must approve the annual reports prepared by the banks.

Banks are required to submit their financial reports to related authorities and publish them in accordance with the BRSA's principles and procedures.

According to BRSA regulations, the annual report is subject to the approval of the board of directors and must be submitted to shareholders at least 15 days before the annual general assembly of the bank. Banks must also submit an electronic copy of their annual reports to the BRSA within seven days following the

publication of the reports. Banks must also keep a copy of such reports in their headquarters and an electronic copy of the annual report should be available at a bank's branches in order to be printed and submitted to the shareholders upon request. In addition they must publish them on their websites by the end of May following the end of the relevant fiscal year.

Amendments to the Regulation on the Principles and Procedures Regarding the Preparation of Annual Reports by Banks, which entered into force on 31 March 2016, require annual and interim financial statements of banks to include explanations regarding their risk management in line with the Regulation on Risk Management to be Disclosed to the Public.

Disclosure of Financial Statements

The BRSA published amendments, which entered into force on 31 March 2016 to the Communiqué on Financial Statements to be Disclosed to the Public setting forth principles of disclosure of annotated financial statements of banks in accordance with the Communiqué on Public Disclosure regarding Risk Management of Banks and the 2013 Equity Regulation. The amendments reflect the updated requirements relating to information to be disclosed to the public in line with the amendments to the calculation of risk-weighted assets and their implications for capital adequacy ratios, liquidity coverage ratios and leverage ratios. Rules relating to equity items presented in the financial statements were also amended in line with the amendments to the 2013 Equity Regulation. Furthermore, the changes require publication of a loan agreement of the bank or a prospectus relating to a loan or debt instrument, which will be taken into account in the calculation of the capital of a (parent company) bank as an element for additional principal capital (*i.e.*, additional Tier 1 capital) and supplementary capital (*i.e.*, Tier 2 capital), on the bank's website. Additionally, banks are required to make necessary disclosures on their websites immediately upon repayment of a debt instrument, depreciation or conversion of a share certificate or occurrence of any other material change.

In addition, the BRSA published the Communiqué on Public Disclosure regarding Risk Management of Banks, which expands the scope of public disclosure to be made in relation to risk management (which entered into force on 31 March 2016) in line with the disclosure requirements of the Basel Committee. According to this regulation, each bank is required to announce information regarding their consolidated and/or unconsolidated risk management related to risks arising from or in connection with securitisation, counterparty, credit, market and its operations in line with the standards and procedures specified in this regulation. In this respect, banks are required to adopt a written policy in relation to their internal audit and internal control processes.

Financial Services Fee

Pursuant to Heading XI of Tariff No. 8 attached to the Law on Fees (Law No. 492) amended by the Law No. 5951, banks are required to pay to the relevant tax office to which their head office reports an annual financial services fee for each of their branches. The amount of the fee is determined in accordance with the population of the district in which the relevant branch is located.

Corporate Governance Principles

On 3 January 2014, the CMB issued the Corporate Governance Communiqué, which provides certain mandatory and non-mandatory corporate governance principles as well as rules regarding related-party transactions and a company's investor relations department. Some provisions of the Corporate Governance Communiqué are applicable to all companies incorporated in Turkey and listed on the Borsa İstanbul, whereas some others are applicable solely to companies whose shares are traded in certain markets of the Borsa İstanbul. The Corporate Governance Communiqué provides specific exemptions and/or rules applicable to banks that are traded on the Borsa İstanbul.

As of the date of this Base Prospectus, the Bank is subject to the Corporate Governance Principles stated in the banking regulations and the regulations for capital markets that are applicable to banks. The Corporate Governance Communiqué contains principles relating to: (a) companies' shareholders, (b) public disclosure and transparency, (c) the stakeholders of companies and (d) the board of directors. A number of principles are compulsory, while the remaining principles apply on a "comply or explain" basis. Where the Bank does not comply with any of the non-mandatory principles applicable to it under the Corporate Governance Communiqué, it is required to explain any such non-compliance in its annual Corporate Governance Principles Compliance Report, which is published as part of the Bank's annual report.

The Corporate Governance Communiqué classifies listed companies into three categories according to their market capitalisation and the market value of their free-float shares, subject to recalculation on an annual basis. The Bank is classified as a “1st Group” company.

The mandatory principles under the Corporate Governance Communiqué include provisions relating to: (a) the composition of the board of directors, (b) appointment of independent board members, (c) board committees, (d) specific corporate approval requirements for related party transactions, transactions that may result in a conflict of interest and certain other transactions deemed material by the Corporate Governance Communiqué and (e) information rights in connection with general assembly meetings.

Listed companies are required to have independent board members, who should meet the mandatory qualifications required for independent board members as set out in the Corporate Governance Communiqué. Independent board members should constitute at least one third of the board of directors and should not be fewer than two; *however*, publicly traded banks are required to appoint at least three independent board members to their board of directors, which directors may be selected from the members of the bank’s audit committee, in which case the above-mentioned qualifications for independent members are not applicable; *provided* that when all independent board members are selected from audit committee, at least one member should meet the mandatory qualification required for independent board members as set out in the Corporate Governance Communiqué. The Corporate Governance Communiqué further initiated a pre-assessment system to determine the “independency” of individuals nominated as independent board members in “1st Group” and “2nd Group” companies (for banks, to the extent such independent board members are not members of that bank’s audit committee). Those nominated for such positions must be evaluated by the “Corporate Governance Committee” or the “Nomination Committee,” if any, of the board of directors for fulfilling the applicable criteria stated in the Corporate Governance Communiqué. The board of directors is required to prepare a list of nominees based upon this evaluation for final review by the CMB, which is authorised to issue a “negative view” on any nominee and prevent their appointment as independent members of the board of directors. The Corporate Governance Communiqué also requires listed companies, except banks, to establish certain other board committees.

In addition to the mandatory principles regarding the composition of the board and the independent board members, the Corporate Governance Communiqué introduced specific corporate approval requirements for all material related party transactions. All those types of transactions shall be approved by the majority of the independent board members. If not, then they shall be brought to the general assembly meeting where related parties to those transactions are not allowed to vote. Meeting quorum shall not be sought for these resolutions and the resolution quorum is the simple majority of the attendees who may vote. For banks and financial institutions, transactions with related parties arising from their ordinary activities are not subject to the requirements of related party transactions.

The Capital Markets Law authorises the CMB to require listed companies to comply with the corporate governance principles in whole or in part and to take certain measures with a view to monitor compliance with the new principles, which include requesting injunctions from the court or filing lawsuits to determine or to revoke any unlawful transactions or actions that contradict with these principles.

Anti-Money Laundering

Turkey is a member country of the FATF and has enacted Applicable Laws to combat money laundering, terrorist financing and other financial crimes. In Turkey, all banks and their employees are obligated to implement and fulfil certain requirements regarding the treatment of activities that may be referred to as money laundering set forth in Law No. 5549 on Prevention of Laundering Proceeds of Crime.

Minimum standards and duties under such Applicable Laws include customer identification, record keeping, suspicious transaction reporting, employee training, monitoring activities and the designation of a compliance officer. Suspicious transactions must be reported to the FCIB.

Consumer Loan, Provisioning and Credit Card Regulations

On 8 October 2013 the BRSA published regulations that aim to limit the expansion of individual loans and payments, especially credit card instalments. The rules: (a) include overdrafts on deposit accounts and loans on credit cards in the category of consumer loans for purposes of provisioning requirements, (b) set a limit of TL 1,000 for credit cards issued to consumers who apply for a credit card for the first time if their income cannot be determined by the bank, (c) require credit card issuers to monitor cardholders’ income levels before

each limit increase of the credit card and (d) increase the minimum monthly payment required to be made by cardholders.

Before increasing the limit of a credit card, a bank is required to monitor the income level of the consumer and it should not increase the credit card limit if the customer's aggregate credit cards limit exceeds four times his or her monthly income. In addition, minimum payment ratios for credit cards may not be lower than 30%, 35% and 40% for credit cards with limits lower than TL 15,000, from TL 15,000 to but excluding TL 20,000 and from TL 20,000, respectively, or 40% for newly-issued credit cards for one year from the date of first use. The 2015 Capital Adequacy Regulation lowered the risk weight for instalment payments of credit cards to 75%, irrespective of their tenor, which was in a range of 100% to 250%, depending upon their outstanding tenor according to the former regulation.

In addition, amendments to the Regulation on Bank Cards and Credit Cards introduced some changes on the credit limits for credit cards and income verification so that: (a) the total credit card limit of a cardholder from all banks will not exceed four times his/her monthly income in the second and the following years (two times for the first year) and (b) banks will have to verify the monthly income of the cardholders in the limit increase procedures and will not be able to increase the limit if the total credit card limit of the cardholder from all banks exceeds four times his/her monthly income. The following additional changes regarding minimum payment amounts and credit card usage were included in the amended regulation: (i) minimum payment amounts differentiated among existing cardholders (based upon their credit card limits) and between existing cardholders and new cardholders, (ii) if the cardholder does not pay at least three times the minimum payment amount on his/her credit card statement in a year, then his/her credit card cannot be used for cash advance and also will not allow limit upgrade until the total statement amount is paid, and (iii) if the cardholder does not pay the minimum payment amount for three consecutive times, then his/her credit card cannot be used for cash advances or shopping, and such card will not be available for a limit upgrade, until the total amount in the statements is paid.

The BRSA, by amending the Regulation on Bank Cards and Credit Cards, has adopted limitations on the length of the periods of instalment payments on credit cards. Pursuant to such limitations, the instalment payment period (including the period for the postponement of payments and the debts split into instalments for a fee) for the purchase of goods and services and cash withdrawals is not permitted to exceed 12 months, whereas such limit is four months for jewellery expenditures, six months for electronic appliance and computer purchasing and nine months for expenditures relating to airlines, travel agencies, transportation, accommodation, health and social services and for purchases of health products, payments made to clubs and associations and tax payments). Credit card instalment payments (except for corporate credit cards) are not allowed for telecommunication and related expenses, expenses related to direct marketing, expenditures made outside of Turkey and purchases of nutriment, liquor, fuels, cosmetics, office equipment, gift cards, gift checks and other similar intangible goods. With respect to corporate credit cards, the instalment payment period (including the period for the postponement of payments and the debts split into instalments for a fee) for the purchase of goods and services and cash withdrawals are not permitted to exceed 12 months. Also, pursuant to the provisional article of the Regulation on Bank Cards and Credit Cards, the debt balance of a credit card calculated as of 27 September 2016 can be split into instalments limited to 72 months upon the request of the relevant cardholder.

Furthermore, in 2013, the Law on the Protection of Consumers (Law No: 6502) imposed new rules applicable to Turkish banks, such as requiring banks to offer to its customers at least one credit card type for which no annual subscription fee (or other similar fee) is payable. Furthermore, while a bank is generally permitted to charge its customers fees for accounts held with it, no such fees may be payable on certain specific accounts (such as fixed term loan accounts and mortgage accounts).

In November 2016, the Central Bank published the Communiqué on Maximum Interest Rates to be Applied for Credit Card Transactions, replacing the existing communiqué as of 1 January 2017. Under the new communiqué, the Central Bank determined revised maximum contractual interest rates for Turkish Lira and foreign currency credit card transactions. The new monthly maximum contractual interest rates are (as of the date of this Base Prospectus) 1.84% and 1.47% for credit card transactions in Turkish Lira and foreign currency, respectively. The new monthly maximum default interest rates are (as of the date of this Base Prospectus) 2.34% and 1.97% for credit card transactions in Turkish Lira and foreign currency, respectively. The Central Bank announces maximum contractual and default interest rates for each January-March, April-June, July-September and October-December period.

On 31 December 2013, the BRSA adopted rules on loan-to-value and instalments of certain types of loans. According to these rules, for auto loans extended to consumers, for loans secured by autos and the financial lease transactions for autos, the loan-to-value requirement is set at 70%; *provided* that, in each case, the sale price of the respective auto is not higher than TL 50,000; *however*, if the sale price of the respective auto is above this TL 50,000 threshold, then the minimum loan-to-value ratio for the portion of the loan below the threshold amount is 70% and the remainder is set at 50%. According to the rules adopted by the BRSA on 27 September 2016, the minimum loan-to-value requirement for: (a) housing loans extended to consumers, (b) loans (except auto loans) secured by houses and (c) financial lease transactions for housing is 80% (which was 75% before such amendments) and, as for limitations regarding instalments, the maturity of consumer loans (other than loans to consumers for housing finance and complementary goods and services in relation to home renovation/improvement, the financial leases for homes leased to consumers, other loans for the purpose of purchasing real estate, student loans and any refinancing of the same) are not permitted to exceed 48 months.

Also, pursuant to the provisional article of the Regulation on Loan Transactions of Banks, the debt balances of individual loans (which include loans provided for durable and semi-durable consumer goods, weddings, education and health) utilised before 27 September 2016 may be restructured upon the request of the borrower over a period of up to 72 months (or up to 48 months if an additional loan is provided to the customer within the scope of the restructuring).

On 3 October 2014, the BRSA published its Regulation on the Procedures and Principles Regarding Fees to be Collected from Financial Institutions' Consumers, which limits the level of fees and commissions that banks may charge customers. The regulation imposes fee and commission limits on selected categories of product groups, including deposit account maintenance fees, loan related fees, credit card commissions, overdraft statement commissions and debt collection notification fees.

BOOK-ENTRY CLEARANCE SYSTEMS

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of the Clearing Systems currently in effect. The information in this section concerning the Clearing Systems has been obtained from sources that the Bank's management believes to be reliable, but neither the Bank nor any Dealer takes any responsibility for the accuracy thereof. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer nor any other party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Covered Bonds held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

The Issuer (in accordance with the Debt Instruments Communiqué) is required to inform Central Registry İstanbul within three İstanbul business days from the Issue Date of a Tranche of Covered Bonds of the amount, Issue Date, ISIN code (if any), interest commencement date, maturity date, interest rate, name of the custodian and currency of such Covered Bonds and the country of issuance.

Book-entry Systems

DTC

DTC has advised the Issuer that it is a limited purpose trust company organised under the New York Banking Law, a “banking organisation” within the meaning of the New York Banking Law, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to Section 17A of the Exchange Act. DTC holds securities that its direct participants (“*Direct Participants*”) deposit with DTC. DTC also facilitates the settlement among Direct Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerised book-entry changes in Direct Participants’ accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Access to the DTC System is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“*Indirect Participants*” and, together with Direct Participants, “*Participants*”).

Under the rules, regulations and procedures creating and affecting DTC and its operations (the “*DTC Rules*”), DTC makes book-entry transfers of Registered Covered Bonds among Direct Participants on whose behalf it acts with respect to Covered Bonds accepted into DTC’s book-entry settlement system (“*DTC Covered Bonds*”) as described below and receives and transmits distributions of principal and interest on DTC Covered Bonds. The DTC Rules are on file with the SEC. Participants with which beneficial owners of DTC Covered Bonds (“*Beneficial Owners*”) have accounts with respect to the DTC Covered Bonds similarly are required to make book-entry transfers and receive and transmit such payments on behalf of their respective Beneficial Owners. Accordingly, although Beneficial Owners who hold interests in DTC Covered Bonds through Participants will not possess Registered Covered Bonds, the DTC Rules, by virtue of the requirements described above, provide a mechanism by which Direct Participants will receive payments and will be able to transfer their interest in respect of the DTC Covered Bonds.

Purchases of DTC Covered Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the DTC Covered Bonds on DTC’s records. The ownership interest of each Beneficial Owner is in turn to be recorded on the relevant Direct Participant’s and Indirect Participant’s records. Beneficial Owners will not receive written confirmation from DTC of their purchases, but Beneficial Owners are expected to receive written confirmations providing details of each transaction, as well as periodic statements of their holdings, from the Participant through which the Beneficial Owner holds its interest in the DTC Covered Bonds. Transfers of ownership interests in the DTC Covered Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in DTC Covered Bonds, except in the event that use of the book-entry system for the DTC Covered Bonds is discontinued.

To facilitate subsequent transfers, all DTC Covered Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. The deposit of DTC Covered Bonds with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the DTC Covered Bonds; DTC’s records reflect only the identity

of the Direct Participants to whose accounts such DTC Covered Bonds are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co. If less than all of the DTC Covered Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to DTC Covered Bonds. Under its usual procedures, DTC mails an omnibus proxy to the Issuer as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the DTC Covered Bonds are credited on the record date (identified in a listing attached to the omnibus proxy).

Principal and interest payments on the DTC Covered Bonds will be made to DTC or its nominee. DTC's practice is to credit Direct Participants' accounts on the due date for payment in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the due date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC or its nominee is the responsibility of the Issuer, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Participants.

Under certain circumstances, including if there is an Event of Default under the Covered Bonds, DTC will exchange the DTC Covered Bonds for definitive Registered Covered Bonds, which it will distribute to its Direct Participants in accordance with their requests and proportionate entitlements and that will be legended as set forth under "*Subscription and Sale and Transfer and Selling Restrictions.*"

Since DTC may only act on behalf of Direct Participants, who in turn act on behalf of Indirect Participants, any Beneficial Owner desiring to pledge its interest in DTC Covered Bonds to persons or entities that do not participate in DTC, or otherwise take actions with respect to such DTC Covered Bonds, will be required to effect such pledge through DTC and its Participants or, if not possible to so effect it, to withdraw its Registered Covered Bonds from DTC as described below.

The Applicable Laws in some jurisdictions might require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer an interest in Covered Bonds represented by a Registered Global Covered Bond to such persons might depend upon the ability to exchange such interest for Covered Bonds in definitive form. Similarly, because DTC can only act on behalf of Direct Participants in the DTC system who in turn act on behalf of Indirect Participants, the ability of a person having an interest in Covered Bonds represented by a Registered Global Covered Bond accepted by DTC to pledge such interest to persons or entities that do not participate in the DTC system or otherwise to take action in respect of such Covered Bonds may depend upon the ability to exchange such interest for Covered Bonds in definitive form. The ability of any holder of interests in Covered Bonds represented by a Registered Global Covered Bond accepted by DTC to resell, pledge or otherwise transfer such interests might be impaired if the proposed transferee of such interests is not eligible to hold such interests through a Participant.

Clearstream, Luxembourg

Clearstream, Luxembourg is incorporated under the Applicable Laws of Luxembourg as a professional depository. Clearstream, Luxembourg holds securities for its customers and facilitates the clearance and settlement of securities transactions between Clearstream, Luxembourg customers through electronic book-entry changes in accounts of Clearstream, Luxembourg customers, thereby eliminating the need for physical movement of certificates. Transactions may be settled by Clearstream, Luxembourg in any of a number of currencies, including U.S. Dollars and Turkish Lira. Clearstream, Luxembourg provides to its customers, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream, Luxembourg also deals with domestic securities markets in several countries through established depository and custodial relationships.

Clearstream, Luxembourg is registered as a bank in Luxembourg, and as such is subject to regulation by the *Commission de Surveillance du Secteur Financier* and the *Banque Centrale du Luxembourg*, which supervise and oversee the activities of Luxembourg banks. Clearstream, Luxembourg's customers are recognised financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with a direct participant of Clearstream, Luxembourg. Clearstream, Luxembourg has established an electronic bridge with Euroclear to facilitate settlement of trades between Clearstream, Luxembourg and Euroclear.

The ability of an owner of a beneficial interest in a Covered Bond held through Clearstream, Luxembourg to pledge such interest to persons or entities that do not participate in the Clearstream, Luxembourg system, or otherwise take action in respect of such interest, may be limited by the lack of a definitive Covered Bond for such interest because Clearstream, Luxembourg can act only on behalf of Clearstream, Luxembourg's customers, who in turn act on behalf of their own customers. The Applicable Laws of some jurisdictions might require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer beneficial interests in the Covered Bonds to such persons may be limited. In addition, beneficial owners of Covered Bonds held through the Clearstream, Luxembourg system will receive payments of principal, interest and any other amounts in respect of the Covered Bonds only through Clearstream, Luxembourg participants.

Euroclear

Euroclear holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between its direct participants. Euroclear provides various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear also deals with domestic securities markets in several countries through established depository and custodial relationships. Euroclear customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear is available to other institutions that clear through or maintain a custodial relationship with participants in Euroclear.

The ability of an owner of a beneficial interest in a Covered Bond held through Euroclear to pledge such interest to persons or entities that do not participate in the Euroclear system, or otherwise take action in respect of such interest, may be limited by the lack of a definitive Covered Bond for such interest because Euroclear can act only on behalf of Euroclear's customers, who in turn act on behalf of their own customers. The Applicable Laws of some jurisdictions might require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer beneficial interests in the Covered Bonds to such persons may be limited. In addition, beneficial owners of Covered Bonds held through the Euroclear system will receive payments of principal, interest and any other amounts in respect of the Covered Bonds only through Euroclear participants.

Book-entry Ownership of and Payments in respect of Global Covered Bonds

The Issuer has applied to each of Euroclear and Clearstream, Luxembourg to have Global Covered Bond(s) accepted in its book-entry settlement system. Upon the issue of any such Global Covered Bond, Euroclear and/or Clearstream, Luxembourg, as applicable, will credit, on its internal book-entry system, the respective nominal amounts of the interests represented by such Global Covered Bond to the accounts of persons who have accounts with Euroclear and/or Clearstream, Luxembourg, as applicable. Such accounts initially will be designated by or on behalf of the relevant Dealer or investor. Interests in such a Global Covered Bond through Euroclear and/or Clearstream, Luxembourg, as applicable, will be limited to participants of Euroclear and/or Clearstream, Luxembourg, as applicable. Interests in such a Global Covered Bond will be shown on, and the transfer of such interests will be effected only through, records maintained by Euroclear and/or Clearstream, Luxembourg or its nominee (with respect to the interests of direct Euroclear and/or Clearstream, Luxembourg participants) and the records of direct or indirect Euroclear and/or Clearstream, Luxembourg participants (with respect to interests of indirect Euroclear and/or Clearstream, Luxembourg participants).

Payments with respect to interests in the Covered Bonds held beneficially through Euroclear and Clearstream, Luxembourg will be credited to cash accounts of Euroclear and Clearstream, Luxembourg direct participants in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg, respectively, to the extent received by each of them.

The Issuer may apply to DTC in order to have any Tranche of Covered Bonds represented by a Registered Global Covered Bond accepted in its book-entry settlement system. Upon the issue of any such Registered Global Covered Bond, DTC or its custodian will credit, on its internal book-entry system, the respective nominal amounts of the individual beneficial interests represented by such Registered Global Covered Bond to the accounts of persons who have accounts with DTC. Such accounts initially will be designated by or on behalf of the relevant Dealer or investor. Ownership of beneficial interests in such a Registered Global Covered Bond will be limited to Direct Participants or Indirect Participants, including, in the case of any Regulation S Registered Global Covered Bond, the respective depositaries of Euroclear and Clearstream, Luxembourg. Ownership of beneficial interests in a Registered Global Covered Bond accepted by DTC will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to the interests of Direct Participants) and the records of Direct Participants and Indirect Participants (with respect to interests of Indirect Participants).

Payments in U.S. Dollars of principal and interest in respect of a Registered Global Covered Bond accepted by DTC will be made to the order of DTC or its nominee as the registered holder of such Covered Bond. In the case of any payment in a currency other than U.S. Dollars, payment will be made to the Exchange Agent on behalf of DTC or its nominee and the Exchange Agent will (in accordance with instructions received by it) remit all or a portion of such payment for credit directly to the beneficial holders of interests in the Registered Global Covered Bond in the currency in which such payment was made and/or cause all or a portion of such payment to be converted into U.S. Dollars and credited to the applicable Participants' account.

The Issuer expects DTC to credit accounts of Direct Participants on the applicable payment date in accordance with their respective holdings as shown in the records of DTC unless DTC has reason to believe that it will not receive payment on such payment date. The Issuer also expects that payments by Participants to beneficial owners of Covered Bonds will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers, and will be the responsibility of such Participant and not the responsibility of DTC, the Fiscal Agent, the Registrar or the Issuer. Payment of principal, premium, if any, and interest, if any, on Covered Bonds to DTC is the responsibility of the Issuer.

Transfers of Covered Bonds Represented by Registered Global Covered Bonds

Transfers of any interests in Covered Bonds represented by a Registered Global Covered Bond within DTC, Euroclear and Clearstream, Luxembourg will be effected in accordance with the customary rules and operating procedures of the relevant Clearing System. Subject to compliance with the transfer restrictions applicable to the Registered Covered Bonds described under "*Subscription and Sale and Transfer and Selling Restrictions*," cross-market transfers between Participants in DTC, on the one hand, and directly or indirectly through Clearstream, Luxembourg or Euroclear participants, on the other, will be effected by the relevant Clearing System in accordance with its rules and through action taken by the Registrar, the Fiscal Agent and any custodian ("*Custodian*") with whom the relevant Registered Global Covered Bonds have been deposited.

On or after the Issue Date for any Tranche, transfers of Covered Bonds of such Tranche between participants in Clearstream, Luxembourg and Euroclear and transfers of Covered Bonds of such Tranche between participants in DTC will generally have a settlement date three business days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between participants in Clearstream, Luxembourg or Euroclear and Participants in DTC will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Clearstream, Luxembourg and Euroclear, on the other, transfers of interests in the relevant Registered Global Covered Bonds will be effected through the Registrar, the Fiscal Agent and the Custodian receiving instructions (and, where appropriate, certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. In the case of cross-market transfers, settlement between Euroclear or Clearstream, Luxembourg participants and DTC Participants cannot be made on a delivery-versus-payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately.

Each Clearing System has published rules and operating procedures designed to facilitate transfers of beneficial interests in Registered Global Covered Bonds among participants of the Clearing Systems; *however*, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuer, the Agents or any Dealer will be responsible for any performance by DTC, Clearstream, Luxembourg or Euroclear or their respective direct or indirect participants of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in

the Covered Bonds represented by Registered Global Covered Bonds or for maintaining, supervising or reviewing any records relating to such beneficial interests.

TAXATION

General

This is a general summary of certain Turkish and other tax considerations in connection with an investment in the Covered Bonds. This summary does not address all aspects of such Applicable Laws, or the Applicable Laws of other jurisdictions (such as tax-related Applicable Laws in the United Kingdom or United States). While this summary is considered to be a correct interpretation of existing Applicable Laws in force on the date of this Base Prospectus, there can be no assurance that those Applicable Laws or the interpretation of those Applicable Laws will not change. This summary does not discuss all of the tax consequences that might be relevant to an investor in light of such investor's particular circumstances or to investors subject to special rules, such as regulated investment companies, certain financial institutions or insurance companies.

Prospective purchasers of Covered Bonds are advised to consult their tax advisers as to the consequences, under the tax-related Applicable Laws of the countries of their respective citizenship, residence or domicile, of a purchase of Covered Bonds, including, but not limited to, the consequences of receipt of payments under the Covered Bonds and their disposal or redemption.

Certain Turkish Tax Considerations

The following discussion is a summary of certain Turkish tax considerations relating to an investment by a person who is a non-resident of Turkey in Covered Bonds of a Turkish company issued abroad. References to "resident" in this section refer to tax residents of Turkey and references to "non-resident" in this section refer to persons who are not tax resident in Turkey. The discussion is based upon current Applicable Law and is for general information only. The discussion below is not intended to constitute a complete analysis of all tax consequences relating to the acquisition, ownership or disposition of the Covered Bonds that may be relevant to a decision to make an investment in the Covered Bonds. Furthermore, the discussion only relates to the beneficial interest of a person in the Covered Bonds where the Covered Bonds will not be held in connection with the conduct of a trade or business through a permanent establishment in Turkey. Each investor should consult its own tax advisers concerning the tax considerations applicable to its particular situation. This discussion is based upon the Applicable Laws and relevant interpretations thereof in effect as of the date of this Base Prospectus, all of which are subject to change, possibly with a retroactive effect. In addition, it does not describe any tax consequences: (a) arising under the Applicable Laws of any taxing jurisdiction other than Turkey or (b) applicable to a resident of Turkey or a permanent establishment in Turkey resulting either from the existence of a fixed place of business or appointment of a permanent representative.

For Turkish tax purposes, a legal entity is a resident of Turkey if its corporate domicile is in Turkey or its effective place of management is in Turkey. A resident legal entity is subject to Turkish taxes on its worldwide income, whereas a non-resident legal entity is only liable for Turkish taxes on its trading income made through a permanent establishment or on income otherwise sourced in Turkey.

An individual is a resident of Turkey if such individual has established domicile in Turkey or stays in Turkey more than six months in a calendar year. On the other hand, foreign individuals who stay in Turkey for six months or more for a specific job or business or particular purposes that are specified in the Turkish Income Tax Law might not be treated as a resident of Turkey, depending upon the characteristics of their stay. A resident individual is liable for Turkish taxes on his or her worldwide income, whereas a non-resident individual is only liable for Turkish taxes on income sourced in Turkey.

Income from capital investment is sourced in Turkey when the principal is invested in Turkey. Capital gain derived from trading income is considered sourced in Turkey when the activity or transaction generating such income is performed or accounted for in Turkey. The term "accounted for" means that a payment is made in Turkey, or if the payment is made abroad, it is recorded in the books in Turkey or apportioned from the profits of the payer or the person on whose behalf the payment is made in Turkey.

Any withholding tax levied on income derived by a non-resident person is the final tax for the non-resident person and no further declaration is required. Any other income of a non-resident person sourced in Turkey that has not been subject to withholding tax will be subject to taxation through declaration where exemptions are reserved.

Interest paid on covered bonds (such as the Covered Bonds) issued abroad by a Turkish corporation is subject to withholding tax. Through the Tax Decrees, the withholding tax rates are set according to the original maturity of covered bonds issued abroad as follows:

- 10% withholding tax for covered bonds with an original maturity of less than one year,
- 7% withholding tax for covered bonds with an original maturity of at least one year and less than three years,
- 3% withholding tax for covered bonds with an original maturity of at least three years and less than five years, and
- 0% withholding tax for covered bonds with an original maturity of five years and more.

In general, capital gains are not taxed through withholding tax and therefore any capital gain sourced in Turkey with respect to the Covered Bonds may be subject to declaration; *however*, pursuant to Provisional Article 67 of the Turkish Income Tax Law, as amended by the Law numbered 6111, special or separate tax returns will not be submitted for capital gains from the covered bonds of a Turkish corporation issued abroad when the income is derived by a non-resident. Therefore, no tax is levied on non-resident persons in respect of capital gains from the Covered Bonds and no declaration is required.

A non-resident holder will not be liable for Turkish estate, inheritance or similar tax with respect to its investment in the Covered Bonds, nor will it be liable for any Turkish stamp issue, registration or similar tax or duty relating thereto.

Reduced Withholding Tax Rates

Under current Applicable Laws in Turkey, interest payments on covered bonds issued abroad by a Turkish corporation to a non-resident holder will be subject to a withholding tax at a rate between 10% and 0% in Turkey, as detailed above.

If a double taxation treaty is in effect between Turkey and the country of which the holder of the covered bonds is an income tax resident (in some cases, for example, pursuant to the treaties with the United Kingdom and the United States, the term “beneficial owner” is used) that provides for the application of a lower withholding tax rate than the local rate to be applied by the corporation, then the lower rate may be applicable. For the application of withholding at a reduced rate that benefits from the provisions of a double tax treaty concluded between Turkey and the country in which the investor is an income tax resident, an original copy of the certificate of residence signed by the competent authority referred to in Article 3 of the Treaty is required, together with a translated copy translated by a translation office, to verify that the investor is subject to taxation over its worldwide gains in the relevant country on the basis of resident taxpayer status, as a resident of such country to the related tax office directly or through the banks and intermediary institutions prior to the application of withholding. In the event the certificate of residence is not delivered prior to the application of withholding tax, then upon the subsequent delivery of the certificate of residence, a refund of the excess tax shall be granted pursuant to the provisions of the relevant double taxation treaty and the Turkish tax legislation.

FATCA

Pursuant to certain provisions of the Code commonly known as FATCA, a “foreign financial institution” (as defined by FATCA) (a “*Foreign Financial Institution*”) may be required to withhold on certain payments it makes (“*Foreign Passthru Payments*”) to persons that fail to meet certain certification, reporting or related requirements. The Issuer is a Foreign Financial Institution for these purposes. A number of jurisdictions (including Turkey) have entered into, or have agreed in substance to, IGAs, which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a Foreign Financial Institution in an IGA jurisdiction would generally not be required to withhold under FATCA or such IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Covered Bonds, including whether withholding would ever be required pursuant to FATCA or such IGA with respect to payments on instruments such as Covered Bonds, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Covered Bonds, such withholding would not apply prior to 1 January 2019 and Covered Bonds issued on or prior to the date that is six months after the date on which final regulations defining Foreign Passthru Payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date; *however*, if additional Covered Bonds (as described under “*Terms and Conditions of the Covered Bonds – Condition 16 (Further Issues)*”) that are not

distinguishable from previously issued Covered Bonds are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents might treat all Covered Bonds, including Covered Bonds offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules might apply to their investment in Covered Bonds. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Covered Bonds, no person will be required to pay additional amounts as a result of the withholding.

The Proposed Financial Transactions Tax

On 14 February 2013, the European Commission published the Commission's Proposal for a Directive for a common FTT in the Participating Member States; *however*, Estonia has since stated that it will not participate. The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Covered Bonds (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the Participating Member States. Generally, it would apply to certain dealings in the Covered Bonds where at least one party is a financial institution and at least one party is established in a Participating Member State. A financial institution might be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including: (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument that is subject to the dealings is issued in a Participating Member State; *however*, the FTT proposal remains subject to negotiation among the Participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU member states might decide to participate. Prospective investors in the Covered Bonds are advised to seek their own professional advice in relation to the FTT and its potential impact on the Covered Bonds.

CERTAIN CONSIDERATIONS FOR ERISA AND OTHER U.S. EMPLOYEE BENEFIT PLANS

Subject to the following discussion, the Covered Bonds may be acquired with assets of pension, profit-sharing or other employee benefit plans, as well as individual retirement accounts, Keogh plans and other plans and retirement arrangements, and any entity deemed to hold “plan assets” of the foregoing (each, a “*Plan*”). Section 406 of ERISA and Section 4975 of the Code prohibit a Plan subject to those provisions (each, a “*Benefit Plan Investor*”) from engaging in certain transactions with persons that are “parties in interest” under ERISA or “disqualified persons” under the Code with respect to such Benefit Plan Investor. A violation of these “prohibited transaction” rules may result in an excise tax or other penalties and liabilities under ERISA and the Code for such persons or the fiduciaries of such Benefit Plan Investor. In addition, Title I of ERISA requires fiduciaries of a Benefit Plan Investor subject to ERISA to make investments that are prudent, diversified and in accordance with the governing plan documents. Plans, including U.S. governmental plans (as defined in Section 3(32) of ERISA) and certain church plans (as defined in Section 3(33) of ERISA), that are not subject to the fiduciary and prohibited transaction provisions of ERISA or Section 4975 of the Code might be subject to similar restrictions under Applicable Law (“*Similar Law*”).

An investment in the Covered Bonds by or on behalf of a Benefit Plan Investor could give rise to a prohibited transaction if the Bank is a party in interest or a disqualified person with respect to such Benefit Plan Investor. Certain exemptions from the prohibited transaction rules could be applicable to an investment in the Covered Bonds by a Benefit Plan Investor depending upon the type and circumstances of the plan fiduciary making the decision to acquire such investment and the relationship of the party in interest to the Benefit Plan Investor. Included among these exemptions are: Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code for certain transactions between a Benefit Plan Investor and non-fiduciary service providers to the Benefit Plan Investor; Prohibited Transaction Class Exemption (“*PTCE*”) 96-23, regarding transactions effected by “in-house asset managers;” PTCE 95-60, regarding investments by insurance company general accounts; PTCE 91-38, regarding investments by bank collective investment funds; PTCE 90-1, regarding investments by insurance company pooled separate accounts; and PTCE 84-14, regarding transactions effected by “qualified professional asset managers.” Even if the conditions specified in one or more of these exemptions are met, the scope of the relief provided by these exemptions might or might not cover all acts that might be construed as prohibited transactions. There can be no assurance that any of these, or any other exemption, will be available with respect to any particular transaction involving the Covered Bonds, and prospective investors that are Benefit Plan Investors and other Plans should consult with their legal advisors regarding the applicability of any such exemption and other applicable legal requirements.

By acquiring a Covered Bond (or a beneficial interest therein), each purchaser and transferee (and if the purchaser or transferee is a Plan, then its fiduciary) is deemed to represent and warrant that either: (a) it is not, and for so long as it holds the Covered Bond (or a beneficial interest therein) will not be, acquiring or holding a Covered Bond (or a beneficial interest therein) with the assets of a Benefit Plan Investor or a Plan that is subject to Similar Law, or (b) the acquisition, holding and disposition of the Covered Bond (or a beneficial interest therein) will not give rise to a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of Similar Law.

Prospective investors are advised to consult their advisers with respect to the consequences under ERISA, Section 4975 of the Code and Similar Laws of the acquisition, ownership or disposition of the Covered Bonds (or a beneficial interest therein). Moreover, each fiduciary of a Benefit Plan Investor should determine whether, under the general fiduciary standards of ERISA, an investment in the Covered Bonds (or beneficial interests therein) is appropriate for the Benefit Plan Investor, taking into account the overall investment policy of the Benefit Plan Investor and the composition of the Benefit Plan Investor’s investment portfolio. Each fiduciary of a Benefit Plan Investor or Plan that proposes to cause a Benefit Plan Investor or Plan to purchase a Covered Bond (or a beneficial interest therein) should also consult with its own legal and tax advisors with respect to the ability to make the representations and warranties described above.

SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

The Dealers have, in a programme agreement (the “*Programme Agreement*”) dated the Programme Closing Date, agreed (or, when acceding thereto, will agree) with the Issuer a basis upon which they or any of them may from time to time agree to purchase Covered Bonds. Any such agreement will extend to those matters stated under “*Form of the Covered Bonds*” and “*Terms and Conditions of the Covered Bonds*.” In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Covered Bonds under the Programme and to indemnify the Dealers, their respective affiliates and each person who controls any Dealer (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and each of their respective directors, officers, employees and agents (the “*Relevant Parties*”) against certain liabilities incurred by them in connection therewith, including liabilities under the Securities Act, or to contribute to payments that the Relevant Parties may be required to make because of those liabilities. The Programme Agreement provides that the obligations of any Dealer to purchase Covered Bonds under any agreement for the issue and purchase of such Covered Bonds is subject to certain conditions.

Any offers and sales of the Covered Bonds in the United States may only be made by those Dealers or their affiliates that are registered broker-dealers under the Exchange Act, or in accordance with Rule 15a-6 thereunder. One or more Dealers participating in the offering of any Tranche of Covered Bonds issued under the Programme may engage in transactions that stabilise, maintain or otherwise affect the market price of the relevant Covered Bonds during and after the offering of the Tranche. Specifically such persons may over-allot or create a short position in the Covered Bonds for their own account by selling more Covered Bonds than have been sold to them by the Issuer. Such persons may also elect to cover any such short position by purchasing Covered Bonds in the open market. In addition, such persons may stabilise or maintain the market price of the Covered Bonds by bidding for or purchasing Covered Bonds in the open market and may impose penalty bids, under which selling concessions allowed to syndicate members or other broker-dealers participating in the offering of the Covered Bonds are reclaimed if Covered Bonds previously distributed in the offering are repurchased in connection with stabilisation transactions or otherwise. The effect of these transactions may be to stabilise or maintain the market price of the Covered Bonds at a level above that which might otherwise prevail in the open market. The imposition of a penalty bid may also affect the market price of the Covered Bonds to the extent that it discourages resales thereof. No representation is made as to the magnitude or effect of any such stabilising or other transactions. Such transactions, if commenced, may be discontinued at any time. Under Applicable Laws in the United Kingdom, stabilisation activities may only be carried on by the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) and only for a limited period following the Issue Date of the relevant Tranche of Covered Bonds.

The Issuer expects that delivery of interests in Covered Bonds will be made on the issue date for such Covered Bonds, as such date will be communicated in connection with the offer and sale of such Covered Bonds. Potential investors that are U.S. persons should note that the issue date may be more than three business days (this settlement cycle being referred to as “T+3”) following the trade date of such Covered Bonds. Under Rule 15c6-1 of the Exchange Act, trades in the secondary market generally are required to settle in three New York business days, unless the parties to any such trade expressly agree otherwise. Accordingly, investors who wish to trade interests in Covered Bonds issued under the Programme on the trade date relating to such Covered Bonds or the next New York business days will be required, by virtue of the fact that the Covered Bonds initially will likely settle on a settlement cycle longer than T+3, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Investors in the Covered Bonds who wish to trade interests in Covered Bonds issued under the Programme on their trade date or the next New York business days should consult their own adviser.

All or certain of the Dealers and their respective affiliates are full service financial institutions engaged in various activities, which might include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The Dealers or their respective affiliates may have performed investment banking and advisory services for the Issuer and its affiliates from time to time for which they may have received fees, expenses, reimbursements and/or other compensation. The Dealers or their respective affiliates may, from time to time, engage in transactions with and perform advisory and other services for the Issuer and its affiliates in the ordinary course of their business. Certain of the Dealers and/or their respective affiliates have acted and expect in the future to act as a lender to the Issuer and/or other members of the Group and/or otherwise participate in transactions with the Group.

In the ordinary course of their various business activities, the Dealers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities might involve securities and instruments of the Issuer. In addition, certain of the Dealers and/or their respective affiliates hedge their credit exposure to the Issuer pursuant to their customary risk management policies. These hedging activities could have an adverse effect on the future trading prices of the Covered Bonds.

The Dealers and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities or instruments.

Transfer Restrictions

As a result of the following restrictions, purchasers of Covered Bonds are advised to consult legal counsel prior to making any purchase, offer, sale, resale or other transfer of such Covered Bonds.

Each purchaser and transferee (and if the purchaser or transferee is a Plan, then its fiduciary) of Registered Covered Bonds will be required or deemed by the Issuer to acknowledge, represent, warrant and agree as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

- (a) that either: (i) it is a QIB, purchasing (or holding) the Covered Bonds for its own account or for the account of one or more QIBs and it is aware that any sale to it is being made in reliance on Rule 144A, (ii) it is an Institutional Accredited Investor that has delivered a duly executed investment letter substantially in the form set out in the Agency Agreement (an “*IAI Investment Letter*”) or (iii) it is not a U.S. person and is purchasing or acquiring the Covered Bonds (or a beneficial interest therein) in a transaction pursuant to an exemption from registration under the Securities Act,
- (b) that the Covered Bonds (or a beneficial interest therein) are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Covered Bonds (or a beneficial interest therein) have not been and will not be registered under the Securities Act or any other applicable U.S. Federal or State securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below,
- (c) that, unless it holds an interest in a Regulation S Registered Global Covered Bond and is not a U.S. person, if in the future it decides to resell, pledge or otherwise transfer the Covered Bonds or any beneficial interests in the Covered Bonds, it will do so, prior to the date that is one year after the later of the last Issue Date for such Covered Bonds and the last date on which the Issuer or an affiliate of the Issuer was the owner of such Covered Bonds or beneficial interests, only: (i) to the Issuer or any affiliate thereof, (ii) to a person whom the seller reasonably believes is a QIB purchasing for its own account or for the account of a QIB in a transaction meeting the requirements of Rule 144A, (iii) in an offshore transaction in compliance with Rule 903 or 904 under the Securities Act, (iv) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or (v) pursuant to an effective registration statement under the Securities Act, in each case in accordance with all applicable securities laws of the United States and all other jurisdictions,
- (d) it will, and will require each transferee from it to, notify any transferee of the Covered Bonds from it of the resale restrictions, if then applicable,
- (e) that Covered Bonds initially offered to QIBs pursuant to Rule 144A will be represented by one or more Rule 144A Global Covered Bonds, that Covered Bonds offered to Institutional Accredited Investors pursuant to Section 4(a)(2) under the Securities Act will be in the form of Definitive IAI Registered Covered Bonds or one or more IAI Global Covered Bonds and that Covered Bonds offered in offshore transactions to non-U.S. persons in reliance on Regulation S will be represented by one or more Regulation S Registered Global Covered Bonds, Definitive Regulation S Registered Covered Bonds or Bearer Covered Bonds,

- (f) that the Rule 144A Global Covered Bonds will bear a legend to the following effect unless otherwise agreed to by the Issuer:

“THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “*SECURITIES ACT*”), OR ANY OTHER APPLICABLE U.S. FEDERAL OR STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD PLEDGED OR OTHERWISE DISPOSED OF WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION OF A BENEFICIAL INTEREST HEREIN, EACH HOLDER OF SUCH A BENEFICIAL INTEREST: (a) REPRESENTS (OR SHALL BE DEEMED TO REPRESENT) THAT IT IS A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THE SECURITIES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYER(S), (b) AGREES THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THE SECURITIES EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND, PRIOR TO THE DATE THAT IS ONE YEAR AFTER THE LATER OF THE LAST ISSUE DATE FOR THE SERIES AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF SUCH SECURITIES OTHER THAN: (i) TO THE ISSUER OR ANY AFFILIATE THEREOF, (ii) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (iii) IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 903 OR 904 UNDER THE SECURITIES ACT, (iv) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (v) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE UNITED STATES AND ALL OTHER JURISDICTIONS, AND (c) IT AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM ANY INTEREST IN THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. NO REPRESENTATION IS MADE BY THE ISSUER AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 FOR REALES OF THIS SECURITY.

EACH PURCHASER AND TRANSFEREE (AND IF THE PURCHASER OR TRANSFEREE IS A PLAN, THEN ITS FIDUCIARY) OF THIS COVERED BOND (OR A BENEFICIAL INTEREST HEREIN) WILL BE DEEMED TO REPRESENT, WARRANT AND AGREE THAT EITHER: (a) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS COVERED BOND (OR A BENEFICIAL INTEREST HEREIN) WILL NOT BE, ACQUIRING OR HOLDING ITS INVESTMENT HEREIN WITH THE ASSETS OF: (i) AN “EMPLOYEE BENEFIT PLAN” AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“*ERISA*”), THAT IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA, (ii) A “PLAN” AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “*CODE*”), (iii) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE “PLAN ASSETS” OF ANY OF THE FOREGOING OR (iv) A U.S. GOVERNMENTAL PLAN, CHURCH PLAN OR NON-U.S. PLAN THAT IS SUBJECT TO ANY LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (“*SIMILAR LAW*”), OR (b) THE ACQUISITION, HOLDING AND DISPOSITION OF THIS COVERED BOND (OR A BENEFICIAL INTEREST HEREIN) WILL NOT GIVE RISE TO A NON-EXEMPT PROHIBITED TRANSACTION UNDER ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF SIMILAR LAW.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDER OF THIS SECURITY (OR BENEFICIAL INTERESTS HEREIN) SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THIS SECURITY (OR BENEFICIAL INTERESTS THEREIN) TO REFLECT ANY CHANGE IN APPLICABLE LAW (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO REALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS

SECURITY (OR OF A BENEFICIAL INTEREST HEREIN) SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF (AND OF BENEFICIAL INTERESTS HEREIN) AND ALL FUTURE HOLDERS OF THIS SECURITY (OR OF A BENEFICIAL INTEREST HEREIN) AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION HEREOF, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).”

The IAI Global Covered Bonds and the Definitive IAI Registered Covered Bonds (with appropriate revisions) will bear a legend to the following effect unless otherwise agreed to by the Issuer:

“THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “*SECURITIES ACT*”), OR ANY OTHER APPLICABLE U.S. FEDERAL OR STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE DISPOSED OF WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF (OR OF A BENEFICIAL INTEREST HEREIN), THE HOLDER THEREOF: (a) REPRESENTS THAT IT IS AN “ACCREDITED INVESTOR” (AS DEFINED IN RULE 501(A)(1), (2), (3), OR (7) UNDER THE SECURITIES ACT) THAT IS AN INSTITUTION (AN “*INSTITUTIONAL ACCREDITED INVESTOR*”), (b) AGREES THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY (OR BENEFICIAL INTERESTS HEREIN) EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT, THE TERMS OF THE IAI INVESTMENT LETTER IT EXECUTED IN CONNECTION WITH ITS PURCHASE OF THIS SECURITY (OR BENEFICIAL INTERESTS HEREIN) AND, PRIOR TO THE DATE THAT IS ONE YEAR AFTER THE LATER OF THE LAST ISSUE DATE FOR THE SERIES OF WHICH THIS COVERED BOND FORMS PART AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF SUCH SECURITIES OTHER THAN: (i) TO THE ISSUER OR ANY AFFILIATE THEREOF, (ii) FOR SO LONG AS THIS COVERED BOND IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (iii) IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 903 OR 904 UNDER THE SECURITIES ACT, (iv) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (v) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE UNITED STATES AND ALL OTHER JURISDICTIONS; *PROVIDED* THAT THE ISSUER SHALL HAVE THE RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO (iii) OR (iv) ABOVE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATIONS AND/OR OTHER INFORMATION SATISFACTORY TO THE ISSUER, AND (c) IT AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. NO REPRESENTATION IS MADE BY THE ISSUER AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 FOR REALES OF THIS SECURITY.

EACH PURCHASER AND TRANSFEREE (AND IF THE PURCHASER OR TRANSFEREE IS A PLAN, THEN ITS FIDUCIARY) OF THIS COVERED BOND (OR A BENEFICIAL INTEREST HEREIN) WILL BE DEEMED TO REPRESENT, WARRANT AND AGREE THAT EITHER: (a) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS COVERED BOND (OR A BENEFICIAL INTEREST HEREIN) WILL NOT BE, ACQUIRING OR HOLDING ITS INVESTMENT HEREIN WITH THE ASSETS OF: (i) AN “EMPLOYEE BENEFIT PLAN” AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“*ERISA*”), THAT IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA, (ii) A “PLAN” AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “*CODE*”), (iii) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE “PLAN ASSETS” OF ANY OF THE FOREGOING OR (iv) A U.S. GOVERNMENTAL PLAN, CHURCH PLAN OR NON-U.S. PLAN THAT IS SUBJECT TO ANY LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE

("SIMILAR LAW"), OR (b) THE ACQUISITION, HOLDING AND DISPOSITION OF THIS COVERED BOND (OR A BENEFICIAL INTEREST HEREIN) WILL NOT GIVE RISE TO A NON-EXEMPT PROHIBITED TRANSACTION UNDER ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF SIMILAR LAW.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDER OF THIS SECURITY (OR BENEFICIAL INTERESTS HEREIN) SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THIS SECURITY (OR BENEFICIAL INTERESTS HEREIN) TO REFLECT ANY CHANGE IN APPLICABLE LAW (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO RESALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS SECURITY (OR OF A BENEFICIAL INTEREST HEREIN) SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF (OR OF A BENEFICIAL INTEREST HEREIN), TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF (AND OF BENEFICIAL INTERESTS HEREIN) AND ALL FUTURE HOLDERS OF THIS SECURITY (OR OF A BENEFICIAL INTEREST HEREIN) AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION HEREOF, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON)."

- (g) if it holds an interest in a Regulation S Registered Global Covered Bond or a Bearer Global Covered Bond, that if it should resell or otherwise transfer such interest in the Covered Bonds prior to the expiration of the distribution compliance period (defined as 40 days after the later of the commencement of the offering and the closing date with respect to the original issuance of the Covered Bonds), it will do so only: (i)(A) in an offshore transaction in compliance with Rule 903 or 904 under the Securities Act or (B) other than with respect to a Bearer Global Covered Bond, to a QIB in compliance with Rule 144A, and (ii) in accordance with all applicable U.S. federal and State securities laws; and it acknowledges that the Regulation S Registered Global Covered Bonds or Bearer Global Covered Bond will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "*SECURITIES ACT*"), OR ANY OTHER APPLICABLE U.S. FEDERAL OR STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. THIS LEGEND SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE COVERED BONDS OF THE TRANCHE OF WHICH THIS COVERED BOND FORMS PART.

EACH PURCHASER AND TRANSFEREE (AND IF THE PURCHASER OR TRANSFEREE IS A PLAN, THEN ITS FIDUCIARY) OF THIS COVERED BOND (OR A BENEFICIAL INTEREST HEREIN) WILL BE DEEMED TO REPRESENT AND WARRANT THAT EITHER: (a) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS COVERED BOND (OR A BENEFICIAL INTEREST HEREIN) WILL NOT BE, ACQUIRING OR HOLDING ITS INVESTMENT HEREIN WITH THE ASSETS OF: (i) AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("*ERISA*"), THAT IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA, (ii) A "PLAN" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "*CODE*"), (iii) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" OF ANY OF THE FOREGOING OR (iv) A U.S. GOVERNMENTAL PLAN, CHURCH PLAN OR NON-U.S. PLAN THAT IS SUBJECT TO ANY LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("*SIMILAR LAW*"), OR (b) THE ACQUISITION, HOLDING AND DISPOSITION OF THIS COVERED BOND (OR A BENEFICIAL INTEREST HEREIN) WILL NOT GIVE RISE TO A NON-EXEMPT PROHIBITED TRANSACTION UNDER ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF SIMILAR LAW.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDER OF THIS SECURITY (OR BENEFICIAL INTERESTS HEREIN) SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THIS SECURITY (OR BENEFICIAL INTERESTS HEREIN) TO REFLECT ANY CHANGE IN APPLICABLE LAW (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO RESALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS SECURITY (OR OF A BENEFICIAL INTEREST HEREIN) SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF (OR OF A BENEFICIAL INTEREST HEREIN), TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF (AND OF BENEFICIAL INTERESTS HEREIN) AND ALL FUTURE HOLDERS OF THIS SECURITY (OR OF A BENEFICIAL INTEREST HEREIN) AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION HEREOF, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).”; and

- (h) that the Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the Issuer; and if it is acquiring any Covered Bonds as a fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

Each purchaser and transferee (and if the purchaser or transferee is a Plan, then its fiduciary) of a Covered Bond (or a beneficial interest therein) will be deemed to represent, warrant and agree that either: (a) it is not, and for so long as it holds a Covered Bond (or a beneficial interest therein) will not be, acquiring or holding such Covered Bond (or beneficial interest) with the assets of a Benefit Plan Investor or a Plan that is subject to Similar Law, or (b) the acquisition, holding and disposition of such Covered Bond (or a beneficial interest therein) will not give rise to a non-exempt prohibited transaction under ERISA or Section 4975 of the Code or a violation of Similar Law.

Institutional Accredited Investors who purchase Registered Covered Bonds offered and sold in the United States as part of their original issuance in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act are required to execute and deliver to the Registrar an IAI Investment Letter. The IAI Investment Letter will state, among other things, the following:

- (a) that the applicable Institutional Accredited Investor has received a copy of this Base Prospectus and such other information as it deems necessary in order to make its investment decision,
- (b) that such Institutional Accredited Investor understands that such Covered Bonds are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that such Covered Bonds have not been and will not be registered under the Securities Act or any other applicable U.S. federal or state securities laws and that any subsequent transfer of such Covered Bonds is subject to certain restrictions and conditions set forth in this Base Prospectus and such Covered Bonds (including those set out above) and that it agrees to be bound by, and not to reoffer, resell, pledge or otherwise transfer the Covered Bonds except in compliance with, such restrictions and conditions and the Securities Act,
- (c) that, in the normal course of its business, the Institutional Accredited Investor invests in or purchases securities similar to the Covered Bonds,
- (d) that it is an Institutional Accredited Investor and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Covered Bonds, and it and any accounts for which it is acting are each able to bear the economic risk of its or any such accounts’ investment in the Covered Bonds for an indefinite period of time,
- (e) that such Institutional Accredited Investor is acquiring such Covered Bonds for its own account or for one or more accounts (each of which is an Institutional Accredited Investor) as to each of which it exercises sole investment discretion and not with a view to any distribution of such Covered Bonds,

subject, nevertheless, to the understanding that the disposition of its property shall at all times be and remain within its control, and

- (f) that, in the event that such Institutional Accredited Investor purchases Covered Bonds (or beneficial interests therein), it will acquire Covered Bonds (or beneficial interests therein) having a minimum purchase price of at least US\$500,000 (or the approximate equivalent in another Specified Currency) (or such other amount set forth in the applicable Final Terms).

Unless set forth in the applicable Final Terms otherwise, no sale of Legended Covered Bonds in the United States to any one purchaser will be for less than US\$200,000 (or its foreign currency equivalent) principal amount or, in the case of sales to Institutional Accredited Investors pursuant to Section 4(a)(2) of the Securities Act, US\$500,000 (or its foreign currency equivalent) principal amount and no Legended Covered Bond will be issued in connection with such a sale in a smaller principal amount. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least US\$200,000 (or its foreign currency equivalent) or, in the case of sales to Institutional Accredited Investors pursuant to Section 4(a)(2) of the Securities Act, US\$500,000 (or its foreign currency equivalent) principal amount of Registered Covered Bonds (in each case, or such other amount as may be set forth in the applicable Final Terms).

According to Article 15d(ii) of Decree 32 and subject to the applicable selling restrictions indicated below, residents in Turkey will be free to purchase and sell securities and other capital market instruments traded on financial markets abroad through licensed banks or licensed brokerage institutions authorised pursuant to BRSA and/or CMB regulations and the purchase price is transferred through licensed banks authorised under BRSA regulations.

Selling Restrictions

Turkey

The Issuer has obtained the CMB Approval required for the issuance of Covered Bonds under the Programme. Pursuant to the CMB Approval, the offer, sale and issue of Covered Bonds under the Programme has been authorised and approved in accordance with Decree 32, the Capital Markets Law, the Debt Instruments Communiqué and the Covered Bonds Communiqué or their respective related legislation. In addition, Covered Bonds (or beneficial interests therein) may only be offered or sold outside of Turkey in accordance with the CMB Approval. Under the CMB Approval, the CMB has authorised the offering, sale and issue of Covered Bonds outside of Turkey. Notwithstanding the foregoing, pursuant to the BRSA decision dated 6 May 2010 No. 3665, the BRSA decision dated 30 September 2010 No. 3875 and in accordance with Decree 32, residents of Turkey: (a) in the secondary markets only, may purchase or sell Covered Bonds (or beneficial interests therein) denominated in a currency other than Turkish Lira in offshore transactions on an unsolicited (reverse inquiry) basis, and (b) both in the primary and secondary markets, may purchase or sell Covered Bonds (or beneficial interests therein) denominated in Turkish Lira in offshore transactions on an unsolicited (reverse inquiry) basis; *provided that*, for each of clauses (a) and (b), such purchase or sale is made through licensed banks authorised by the BRSA or licensed brokerage institutions authorised pursuant to CMB regulations and the purchase price is transferred through such licensed banks. As such, Turkish residents should use such licensed banks or licensed brokerage institutions while purchasing Covered Bonds (or beneficial interests therein) and transfer the purchase price through such licensed banks.

To the extent (and in the form) required by Applicable Law, approval from the CMB in respect of each Tranche of Covered Bonds will be obtained by the Issuer prior to the Issue Date of such Tranche of Covered Bonds. The Issuer shall maintain all authorisations and approvals of the CMB as necessary for the offer, sale and issue of Covered Bonds under the Programme.

Monies paid for investments in the Covered Bonds are not protected by the insurance coverage provided by the SDIF.

United States

The Covered Bonds have not been and will not be registered under the Securities Act or the securities laws of any State or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Covered Bonds in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and U.S. Treasury regulations promulgated thereunder.

In connection with any Covered Bonds sold by the Issuer pursuant to Regulation S (“*Regulation S Covered Bonds*”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver such Regulation S Covered Bonds: (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer(s) or, in the case of an issue of Covered Bonds on a syndicated basis, the relevant lead manager, of all Covered Bonds of the Tranche of which such Regulation S Covered Bonds are a part, other than in an offshore transaction to, or for the account or benefit of, persons who are not U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each distributor, dealer or other person to which it sells any Regulation S Covered Bonds during the applicable distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Regulation S Covered Bonds other than in offshore transactions or to, or for the account or benefit of, persons that are not U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Covered Bonds, an offer or sale of such Covered Bonds other than in an offshore transaction to persons that are not U.S. persons by any distributor (whether or not participating in the offering) might violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Dealers may arrange for the resale of Registered Covered Bonds to QIBs pursuant to Rule 144A and each such purchaser of Covered Bonds is hereby notified that the Dealers may be relying upon the exemption from the registration requirements of the Securities Act provided by Rule 144A. To permit compliance with Rule 144A in connection with any resales or other transfers of Covered Bonds that are “restricted securities” within the meaning of the Securities Act, the Issuer has undertaken in the Deed Poll to furnish, upon the request of a holder of such Covered Bonds or any beneficial interest therein, to such holder or to a prospective purchaser designated by such holder, the information required to be delivered under Rule 144A(d)(4) under the Securities Act if, at the time of the request, any of the Covered Bonds of the applicable Series remain outstanding as “restricted securities” within the meaning of Rule 144(a)(3) of the Securities Act and the Issuer is neither a reporting company under Section 13 or 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder.

Prohibition of Sales to EEA Retail Investors and Public Offer Selling Restriction under the Prospectus Directive

From 1 January 2018, if the Final Terms in respect of any Covered Bonds specifies the “Prohibition of sales to EEA Retail Investors” as “Applicable,” then each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available) any Covered Bonds (or beneficial interests therein that are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any EEA Retail Investors. For the purposes of this paragraph:

(a) the expression “*retail investor*” means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II,
- (ii) a customer within the meaning of the IMD, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II, or
- (iii) not a qualified investor as defined in the Prospectus Directive, and

(b) the expression “*offer*” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds (or beneficial interests therein) to be offered so as to enable an investor to decide to purchase or subscribe for the Covered Bonds (or beneficial interests therein).

Prior to 1 January 2018, and from that date if the Final Terms in respect of any Covered Bonds specifies “Prohibition of sales to EEA Retail Investors” as “Not Applicable,” then, in relation to each Relevant

Member State, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “*Relevant Implementation Date*”) it has not made and will not make an offer of Covered Bonds (or beneficial interests therein) that are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Covered Bonds to the public in that Relevant Member State at any time:

(a) to any legal entity that is a qualified investor as defined in the Prospectus Directive,

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer(s) nominated by the Issuer for any such offer, or

(c) in any other circumstances falling within Article 3(2) of the Prospectus Directive;

provided that no such offer of Covered Bonds referred to in clauses (a) to (c) shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of the second paragraph: (a) the expression “an offer of Covered Bonds to the public” in relation to any Covered Bonds in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe the Covered Bonds, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State, and (b) the expression “Prospectus Directive” means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000, as amended (“*FSMA*”)) received by it in connection with the issue or sale of any Covered Bonds in circumstances in which Section 21(1) of the FSMA would not, if the Issuer were not an authorised person, apply to the Issuer, and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Covered Bonds in, from or otherwise involving the United Kingdom.

Japan

The Covered Bonds have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No.25 of 1948, as amended; the “*FIEA*”) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Covered Bonds (or beneficial interests therein), directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other Applicable Laws of Japan.

Switzerland

In Switzerland, this Base Prospectus is not intended to constitute an offer or solicitation to purchase or invest in Covered Bonds described herein. The Covered Bonds may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Covered Bonds constitutes a prospectus as such term is understood

pursuant to Article 652a or Article 1156 of the Swiss Code of Obligations nor a simplified prospectus as such term is understood pursuant to Article 5 of the Swiss Collective Investment Scheme Act, and neither this Base Prospectus nor any other offering or marketing material relating to the Covered Bonds may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this Base Prospectus nor any other offering or marketing material relating to the offering of the Covered Bonds has been or will be filed with or approved by any Swiss regulatory authority. The Covered Bonds do not constitute a participation in a collective investment scheme in the meaning of the Swiss Collective Investment Schemes Act and are not subject to the approval of, or supervision by, any Swiss regulatory authority, such as the Swiss Financial Markets Supervisory Authority, and investors in the Covered Bonds will not benefit from protection or supervision by any Swiss regulatory authority.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all Applicable Laws in force related to securities in any jurisdiction in which it purchases, offers, sells or delivers Covered Bonds or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Covered Bonds under the Applicable Laws in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer and the Dealers represents that Covered Bonds may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating any such sale.

GENERAL INFORMATION

Authorisation

The establishment of the Programme and the issue of Covered Bonds have been duly authorised by the resolutions of the Board of Directors of the Issuer dated 5 August 2016.

Listing of Covered Bonds

This Base Prospectus has been approved by the Central Bank of Ireland as a base prospectus. Application has also been made to the Irish Stock Exchange for Covered Bonds issued under the Programme to be admitted to the Official List and to trading on the Main Securities Market. The Main Securities Market is a regulated market for the purposes of MiFID I. If a Series of Covered Bonds is to be listed by the Issuer on the Irish Stock Exchange or any other stock exchange, then any information required by such exchange to be in the applicable Final Terms will be included therein.

Listing Agent

Arthur Cox Listing Services Limited is acting solely in its capacity as Irish listing agent for the Bank in connection with the Programme and is not itself seeking admission of Covered Bonds issued under the Programme to the Official List or to trading on the Main Securities Market for the purposes of the Prospectus Directive.

Documents Available

For the period of 12 months following the date of this Base Prospectus, copies of the following documents will be available in physical form for inspection from the registered office of the Issuer and from the specified office of the Fiscal Agent for the time being in London:

- (a) the articles of association (with a certified English translation thereof) of the Issuer,
- (b) the independent auditor's audit reports and audited consolidated BRSA Financial Statements of the Group for each of the years ended 31 December 2014, 2015 and 2016,
- (c) the independent auditor's audit reports and audited unconsolidated BRSA Financial Statements of the Bank for each of the years ended 31 December 2014, 2015 and 2016,
- (d) the independent auditor's audit reports and audited consolidated IFRS Financial Statements of the Group for each of the years ended 31 December 2014 and 2015,
- (e) when published, the most recently published audited annual financial statements of the Issuer and the most recently published unaudited interim financial statements of the Issuer, in each case in English and together with any audit or review reports prepared in connection therewith; the Issuer currently prepares audited consolidated and unconsolidated financial statements in accordance with BRSA Accounting and Reporting Regulations on an annual basis, audited consolidated and unaudited unconsolidated financial statements in accordance with IFRS on an annual basis, unaudited consolidated and unconsolidated interim financial statements in accordance with BRSA Accounting and Reporting Regulations on a quarterly basis and unaudited consolidated interim financial statements in accordance with IFRS on a semi-annual basis,
- (f) the Agency Agreement, the Deed of Covenant, the Deed Poll, the Cover Monitor Agreement, the Security Assignment, the Security Agency Agreement, the Offshore Bank Account Agreement, the Calculation Agency Agreement, the Hedging Agreements (including to review any termination events described in clause (c)(v) of "*Summary of the Turkish Covered Bonds Law - Derivative Instruments*") and the forms of the Global Covered Bonds, the Covered Bonds in definitive form, the Coupons and the Talons,
- (g) a copy of this Base Prospectus, and
- (h) any future base prospecti, prospecti, information memoranda, supplements and Final Terms (save that a Final Terms relating to a Covered Bond that is neither admitted to trading on a regulated market in the EEA nor offered in the EEA in circumstances where a prospectus is required to be published under the Prospectus Directive will only be available for inspection by a holder of such Covered Bond and such holder must produce evidence satisfactory to the Issuer and the Fiscal Agent as

to its holding of Covered Bonds and identity) to this Base Prospectus and any other documents incorporated herein or therein by reference.

In addition, copies of this Base Prospectus and the documents incorporated by reference herein will also be available in electronic format on the Issuer's website. See "*Documents Incorporated by Reference*" above. Each Final Terms relating to Covered Bonds that are admitted to trading on the Irish Stock Exchange's regulated market will also be available on the Issuer's website. Such website is not, and should not be deemed to be constitute, a part of (or be incorporated into) this Base Prospectus.

Clearing Systems

The Covered Bonds have been accepted for clearance through Euroclear and Clearstream, Luxembourg, which are the entities in charge of keeping the records. The appropriate Common Code and ISIN code (if any) for each Tranche of Covered Bonds allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms. In addition, for any Series of Registered Covered Bonds to be settled on DTC, the Issuer may make an application for such Registered Covered Bonds to be accepted for trading in book-entry form by DTC. To the extent applicable, the CUSIP, CINS, ISIN and/or Common Code for each Tranche of Covered Bonds will be specified in the applicable Final Terms. If the Covered Bonds are to clear through an additional or alternative clearing system, then the appropriate information will be specified in the applicable Final Terms.

Through DTC's accounting and payment procedures, DTC will, in accordance with its customary procedures, credit interest payments received by DTC on any Interest Payment Date based upon DTC's Participants' holdings of the Covered Bonds on the close of business on the New York Business Day immediately preceding each such Interest Payment Date. A "*New York Business Day*" for these purposes is a day other than a Saturday, a Sunday or any other day on which banking institutions in New York, New York are authorised or required by law or executive order to close.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels. The address of Clearstream, Luxembourg is Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of DTC is 55 Water Street, New York, New York 10041, United States of America.

Conditions for Determining Price

For Covered Bonds to be issued to one or more Dealer(s), the price and amount of Covered Bonds to be issued in a Tranche will be determined by the Issuer and the relevant Dealer(s) or investor(s) at the time of issue in accordance with prevailing market conditions. For Covered Bonds to be issued to one or more investor(s) purchasing Covered Bonds directly from the Issuer, the price and amount of the relevant Covered Bonds will be determined by the Issuer and such investor(s).

Interests of Natural and Legal Persons Involved in the Issue

Except with respect to the fees to be paid to the Arrangers and Dealers, so far as the Bank is aware, no natural or legal person involved in the issue of the Covered Bonds has an interest, including a conflicting interest, material to the issue of the Covered Bonds; *provided* that one or more of such person(s) might own Covered Bonds (or beneficial interests therein), might be a Hedging Counterparty and/or might be a Secured Creditor in another capacity.

Significant or Material Change

There has been: (a) no significant change in the financial or trading position of either the Bank or the Group since 31 December 2016 and (b) no material adverse change in the financial position or prospects of either the Bank or the Group since 31 December 2016.

Litigation

Neither the Bank nor any other member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings that are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this Base Prospectus that might have or in such period had a significant effect on the financial position or profitability of the Bank or the Group.

Independent Auditors

The BRSA Financial Statements as of and for the year ended 31 December 2014 have been audited by KPMG in accordance with the Regulation on Authorisation and Activities of Institutions to Perform Independent Audit of Banks as published in the Official Gazette No. 26333 on 1 November 2006 and the International Standards on Auditing, which are a component of the Turkish Auditing Standards published by the POA. The BRSA Financial Statements as of and for the years ended 31 December 2015 and 2016 have been audited by KPMG in accordance with the Regulation on Independent Audit of Banks as published in the Official Gazette No. 29314 on 2 April 2015 by the BRSA and the Independent Standards on Auditing, which are a component of the Turkish Accounting Standards published by the POA. The IFRS Financial Statements have been audited by KPMG in accordance with International Standards on Auditing.

KPMG is an independent auditor in Turkey and authorised by the BRSA to conduct independent audits of banks in Turkey. KPMG is located at Kavacık Rüzgarlı Bahçe Mah. Kavak Sok. No 29, 34805 Beykoz, İstanbul, Turkey. KPMG's audit reports included in the BRSA Financial Statements and the IFRS Financial Statements contain a qualification. See "*Risk Factors – Risks relating to the Group and its Business – Audit Qualification*" for further information.

Dealers and Arrangers transacting with the Issuer

Certain of the Arrangers, the Dealers and their respective affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and/or its affiliates in the ordinary course of business.

In addition, in the ordinary course of their business activities, the Arrangers, the Dealers and their respective affiliates might make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities might involve securities and/or instruments of the Issuer or its affiliates. The Arrangers, the Dealers and their respective affiliates that have a credit relationship with the Issuer might from time to time hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, the Arrangers, the Dealers and their respective affiliates would hedge such exposure by entering into transactions that consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Covered Bonds issued under the Programme. Any such short positions could adversely affect future trading prices of Covered Bonds issued under the Programme. The Arrangers, the Dealers and their respective affiliates might also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and might hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

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APPENDIX A

SUMMARY OF SIGNIFICANT DIFFERENCES BETWEEN IFRS AND THE BRSA ACCOUNTING AND REPORTING REGULATIONS

Certain of the financial statements and financial information included in this Base Prospectus have been prepared in accordance with Turkish Accounting Standards (“TAS”), Turkish Financial Reporting Standards (“TFRS”) and the statements, communiqués and guidance published by the BRSA on accounting and financial reporting principles (*i.e.*, the BRSA Principles). Although the TFRS is almost an exact translation of IFRS, the BRSA Principles, statements, communiqués and guidance differ from IFRS in some instances. Such differences primarily relate to presentation of financial statements, disclosure requirements and accounting policies. The following paragraphs summarise major areas in which the BRSA Principles and IFRS differ from each other.

Consolidation

Consolidation principles under the BRSA Principles and IFRS are based upon the concept of the power to control in determining whether a parent/subsidiary relationship exists and that consolidation is appropriate. Control is typically exhibited where an entity has the majority of the voting rights.

Under the BRSA Principles, only subsidiaries and associates operating in the financial services sector are required to be consolidated with a bank; the rest are carried at cost or at fair value. IFRS does not make such a sectoral distinction in terms of consolidation.

Allowance for Loan Losses

Under the BRSA Principles, specific and general reserves for possible loan losses are provided for in accordance with the Regulation on Provisions and Classification of Loans and Receivables. All loans are grouped into five categories mainly depending upon their past due status and creditworthiness of the borrower. The BRSA Principles have prescribed certain minimum provisioning rates for groups comprising non-performing loans after taking into account collateral (specific provision) and a separate rate for groups comprising performing loans (general provision - the general provision rate is specified by the BRSA and applied consistently across the Turkish banking sector).

The Bank has allocated specific provisions in accordance with the minimum provision rates required by regulation; *it being understood* that such legal requirements impose minimum provisions depending upon the category of the non-performing loan, including special provisions in the amounts of at least 20%, 50% and 100%, respectively, being required to be set aside for loans and receivables in Groups III, IV and V (see “*Turkish Regulatory Environment – Loan Loss Reserves*”).

Under IFRS, for loans that have been identified as impaired, the amount of the impairment loss is measured as the difference between the loan’s carrying amount and the present value of expected future cash flows discounted at the loan’s original effective interest rate. IFRS requires a form of individual assessment for loans that are individually significant and a collective assessment for loans that form part of a group of loans with similar credit characteristics.

Deferred Tax

In accordance with IFRS, deferred tax is recognised on differences between the carrying amounts of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable profit, and are accounted for using the balance sheet liability method. Deferred tax liabilities are generally recognised for all taxable temporary differences and deferred tax assets are recognised for all deductible temporary differences to the extent that it is probable that taxable profits will be available against which those deductible temporary differences can be utilised. On the other hand, under the BRSA Principles, it is not permitted to recognise deferred tax on a general provision allocated based upon BRSA rules although it constitutes a temporary difference based upon IAS 12 Income Taxes. Besides, under IFRS, it shall be calculated deferred tax base for the difference between allowances for loan losses calculated based upon the BRSA Principles and IFRS.

Presentation of Financial Statements

Although presentation of the financial statements under both the BRSA Principles and IFRS are similar to each other, there are still differences (*e.g.*, IFRS 7). BRSA financial statements are presented under a special format determined by the BRSA. Similarly, both cash flow and comprehensive income statements are presented using this specified format.

There are other similar differences in the accounting policies and disclosure requirements applied to subsidiaries and associates that are subject to consolidation. These differences vary based upon the sector that the related associate or subsidiary operates in, especially those providing life and non-life insurance services, which are subject to the undersecretariat of Treasury policies/requirements, and factoring and leasing services, which are subject to specific BRSA policies/requirements.

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