

EXECUTION VERSION

DEED OF COVENANT

DATED 9 DECEMBER 2020

İSTANBUL BÜYÜKŞEHİR BELEDİYESİ

U.S.\$580,000,000 6.375 per cent. Notes due 2025

ALLEN & OVERY

Allen & Overy LLP

0013117-0002759 UKO2: 2001418219.9

This Deed of Covenant (this **Deed**) is made on 9 December 2020 by **İSTANBUL BÜYÜKŞEHİR BELEDİYESİ** (the **Issuer**) in favour of the account holders or participants specified below of the Depository Trust Company (**DTC**), Clearstream Banking S.A. (**Clearstream, Luxembourg**), Euroclear Bank SA/NV (**Euroclear**) and/or any other additional clearing system or systems as is specified in the terms and conditions of the Notes (as defined below) (each a **Clearing System**).

Whereas:

- (A) The Issuer has entered into a Fiscal Agency Agreement (the **Agency Agreement**, which expression includes the same as it may be amended, supplemented, novated or restated from time to time) dated 9 December 2020, between the Issuer, The Bank of New York Mellon, London Branch, as fiscal agent, transfer agent, U.S. paying and U.S. transfer agent (the **Fiscal Agent**) and The Bank of New York Mellon SA/NV, Dublin Branch (the **Registrar**) in relation to the issue of U.S.\$580,000,000 6.375 per cent. Notes due 2025 (the **Notes**).
- (B) The Notes will initially be represented by, and comprised in, Global Certificates (as defined in the Agency Agreement), in each case representing a certain number of underlying Notes (the **Underlying Notes**).
- (C) The Notes will be issued in registered form, with title thereto being determined by entry in one or more registers (each a **Register**) maintained by the Registrar, and evidenced by Global Certificates or Certificates (as defined in the Agency Agreement) issued in respect of a certain principal amount of Notes. Each person shown in the Register as the holder of a certain principal amount of Notes is referred to in this Deed as a **Registered Holder**.
- (D) Each Global Certificate may, after issue, be deposited with a depository for one or more Clearing Systems (together, the **Relevant Clearing System**). Upon any deposit of a Global Certificate the Underlying Notes represented by the Global Certificate will be credited to a securities account or securities accounts with the Relevant Clearing System. Any account holder with the Relevant Clearing System which has Underlying Notes credited to its securities account from time to time (each a **Relevant Account Holder**) will, subject to and in accordance with the terms and conditions and operating procedures or management regulations of the Relevant Clearing System, be entitled to transfer the Underlying Notes and (subject to and upon payment being made by the Issuer to the Registered Holder in accordance with the terms of the relevant Global Certificate) will be entitled to receive payments from the Relevant Clearing System calculated by reference to the Underlying Notes credited to its securities account.
- (E) In certain circumstances specified in each Global Certificate, the Registered Holder thereof will have no further rights in relation to the Notes represented by the Global Certificate (but without prejudice to the rights any person may have pursuant to this Deed). The time at which this occurs is referred to as the **Relevant Time**. In those circumstances, each Relevant Account Holder will, subject to and in accordance with the terms of this Deed, acquire against the Issuer all those rights which the Relevant Account Holder would have had if, prior to the Relevant Time, the Underlying Notes had been duly registered in the Register, and duly executed and authenticated Certificates had been issued in respect of its Underlying Notes and the Certificates were held and beneficially owned by the Relevant Account Holder.

Now this Deed witnesses as follows:

1. If at any time the Registered Holder in respect of a Global Certificate ceases to have rights in relation to the Notes evidenced by the Global Certificate in accordance with its terms, the Issuer covenants with each Relevant Account Holder (other than any Relevant Clearing System which is an account holder of any other Relevant Clearing System) that each Relevant Account Holder shall

automatically acquire at the Relevant Time, without the need for any further action on behalf of any person, against the Issuer all those rights which the Relevant Account Holder would have had if the Underlying Notes which the Relevant Account Holder has credited to its securities account with the Relevant Clearing System at the Relevant Time had been duly registered in the Register, and duly executed and authenticated Certificates had been issued, in the name of the Relevant Account Holder at the Relevant Time.

The Issuer's obligation under this clause shall be a separate and independent obligation by reference to each Underlying Note which a Relevant Account Holder has credited to its securities account with the Relevant Clearing System and the Issuer agrees that a Relevant Account Holder may assign its rights under this Deed in whole or in part.

2. The records of the Relevant Clearing System shall, in the absence of manifest error, be conclusive evidence of the identity of the Relevant Account Holders and the number of Underlying Notes credited to the securities account of each Relevant Account Holder. For these purposes a statement issued by the Relevant Clearing System stating:
 - (a) the name of the Relevant Account Holder to which the statement is issued; and
 - (b) the aggregate nominal amount of Underlying Notes credited to the securities account of the Relevant Account Holder as at the opening of business on the first day following the Relevant Time on which the Relevant Clearing System is open for business,

shall (in the absence of fraud or manifest error) be conclusive evidence of the records of the Relevant Clearing System at the Relevant Time.

3. In the event of a dispute, the determination of the Relevant Time by the Relevant Clearing System shall (in the absence of fraud or manifest error) be final and conclusive for all purposes in connection with the Relevant Account Holders with securities accounts with the Relevant Clearing System.
4. The Issuer undertakes in favour of each Relevant Account Holder that, in relation to any payment to be made by it under this Deed, it will comply with the provisions of Condition 8 to the extent that they apply to any payment in respect of Underlying Notes as if those provisions had been set out in full in this Deed.
5. The Issuer will pay any stamp and other duties and taxes payable in Turkey, Belgium, Luxembourg, the United Kingdom or the United States, including interest and penalties, payable on or in connection with the execution of this Deed and any action taken by any Relevant Account Holder to enforce the provisions of this Deed.
6. The Issuer represents, warrants and undertakes with each Relevant Account Holder that it has all corporate power, and has taken all necessary steps, to enable it to execute, deliver and perform this Deed, and that this Deed constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms subject to applicable laws of mandatory application.
7. This Deed shall take effect as a deed poll for the benefit of the Relevant Account Holders from time to time. This Deed shall be deposited with and held by the Fiscal Agent for DTC, Euroclear and Clearstream, Luxembourg until all the obligations of the Issuer under this Deed have been discharged in full.
8. The Issuer acknowledges the right of every Relevant Account Holder to the production of, and the right of every Relevant Account Holder to obtain (upon payment of a reasonable charge) a copy of, this Deed, and further acknowledges and covenants that the obligations binding upon it contained in this Deed are owed to, and shall be for the account of, each and every Relevant Account Holder, and

that each Relevant Account Holder shall be entitled severally to enforce those obligations against the Issuer.

9. If any provision in or obligation under this Deed is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair (i) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Deed, and (ii) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Deed.
10. This Deed and any non-contractual obligations arising out of or in connection with it are governed by, and will be construed in accordance with, English law.
11. Subject to clause 12 below, the Issuer agrees for the benefit of the Relevant Account Holders 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) has exclusive jurisdiction to settle any disputes arising out of or in connection with this Deed (including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with this Deed (a **Dispute**)) and in relation to any Dispute accordingly submits 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). The Issuer waives, to the extent permitted by law, any objection to 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) on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
12. To the extent permitted by law, the Relevant Account Holders may take any suit, action or proceeding arising out of or in connection with this Deed (including any suit, action or proceeding relating to any non-contractual obligations arising out of or in connection with this Deed) (together referred to as **Proceedings**) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.
13. The Issuer hereby appoints Hackwood Services Limited at its registered office at One Silk Street, London, EC2Y 8HQ to accept service of any Proceedings on its behalf and undertakes that in the event of such agent ceasing so to act it will appoint another person as its agent for that purpose.
14. The Issuer agrees, without prejudice to the enforcement of a 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) according to the provisions of Article 54 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 the Republic of Turkey in connection with this Deed, in addition to other permissible legal evidence pursuant to the Civil Procedure Code of Turkey (Law No. 6100), any 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).
15. The Issuer irrevocably and unconditionally with respect to any Dispute (i) waives any right to claim sovereign or other immunity from jurisdiction, recognition or enforcement and any similar argument in any jurisdiction to the extent permitted by law in such jurisdiction, (ii) submits to the jurisdiction

of the English courts and the courts of any other jurisdiction in relation to the recognition of any judgment or order of the English courts or the courts of any competent jurisdiction in relation to any Dispute and (iii) consents to the giving of any relief (whether by way of injunction, attachment, specific performance or other relief) or the issue of any related process, in any jurisdiction, whether before or after final judgment, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment made or given in connection with any Dispute, provided that, notwithstanding the foregoing, the Issuer does not waive the right to immunity with regards to the following:

- (a) actions brought against the Issuer under U.S. federal securities laws or any state securities laws; and
- (b) any property or assets used solely or mainly for governmental or public purposes in the Republic of Turkey or elsewhere.

The foregoing waiver further constitutes only a limited and specific waiver for the purposes of this Deed and under no circumstances should be interpreted as a general waiver by the Issuer or a waiver with respect to proceedings unrelated to this Deed.

In witness whereof this Deed has been entered into as a deed poll by the Issuer on the date which appears first on page 1.

EXECUTED as a DEED by)
İSTANBUL BÜYÜKŞEHİR BELEDİYESİ)
in the presence of:)

By:

Name:

Title:


Turgut Tuncay ÖNBİLGİN
Deputy General Secretary