

Schedule D – Bond Terms

The Bonds are governed by Turkish law, issued and offered by way of sales to qualified investors (“**Qualified Investors**”) as described under the Capital Markets Board of Turkey’s (“**CMB**”) “Communique on Sales of Capital Market Instruments (II-5.2)” and “Communique on “Principles of Establishment and Activities of Investment Firms” (III-39.1)” (hereafter (the “**Communiques**”)).

The terms of the Bonds set out below constitute valid and binding obligations of the Issuer, enforceable in accordance with their terms, and the Issuer irrevocably undertakes with each Bond Investor to comply with them in all respects.

The Issuer hereby represents and warrants to all Bond Investors that all information specified herein is true and accurate in all respects and that the terms of the Notes have been duly authorised by the Issuer.

Signed by Aksa Enerji Üretim A.Ş. on 24 June 2016

Name: Saban Cemil KAZANCI

Title: Chairman of the Board of Directors

Name: Nesim İBRAHİMHAKKIOĞLU

Title: CFO

Country of Issuance	Republic of Turkey
Country of Sale	Republic of Turkey
Issuer	Aksa Enerji Üretim A.Ş.
Use of Proceeds	Restructuring of the Issuer’s balance sheet via refinancing a portion of the foreign currency short term debt with longer-term local currency bonds. For the avoidance of doubt, the proceeds of the Bonds shall not in any way be used for coal-fired projects such as investments in new thermal units or upgrades to existing thermal units.
Issue Size	up to TRY 200 million
ISIN	First Tranche: To be determined on the Issue Date Second Tranche: To be determined on the Issue Date ISIN codes will be provided latest on the Book-building Date

Issue Market/Issue Method/	TRY domestic/sales to qualified investors
Issue Type	Bonds
Legal Framework of Issuance	The Turkish Capital Markets Law No. 6362, the Communiqué of the CMB No. II-5.2 on the Sale of Capital Markets Instruments, the Communiqué of the CMB No. II-31.1 on the Debt Instruments, the Communiqué of the CMB No. II-5.1 on the Offering Circular and Issuance Certificate and other applicable laws.
Bond Investors	Qualified investors (in Turkish, <i>nitelikli yatırımcılar</i>) described under the CMB's Communiqué on Sales of Capital Market Instruments (II-5.2)", "Communiqué on "Principles of Establishment and Activities of Investment Firms" (III-39.1)" and relevant regulations as may be amended, modified or replaced from time to time.
Issue Date (Settlement Date)	28 June 2016
Maturity Date	First Tranche: 27 June 2018 (being the last Coupon Payment Date for the First Tranche) Second Tranche: 26 June 2019 (being the last Coupon Payment Date for the Second Tranche)
Pricing	First Tranche: Floating rate Bonds priced based on the Benchmark Rate for the First Tranche of the Issuance and Margin specified below; Reference Annual Compound Yield is calculated by using the last three traded days' weighted average compound yield (same day value) of the Benchmark on book closing date for the first coupon and on each Interest Determination Date, i.e. 1 Business Day before the first day of each interest period, for the remaining coupons; $\text{Reference Quarterly Simple Yield} = ((\text{Benchmark Annual Compound Yield} + 1)^{(\text{Number of Days in the Relevant Coupon Term}/365)}) - 1$ "Quarterly Coupon Rate" will be calculated by adding Reference Quarterly Simple Yield to the quarterly spread, which is Annual Spread (Margin) x (Number of Days in the Relevant Coupon Term / 365); $\text{Quarterly Coupon Rate} = \text{Reference Quarterly Simple Yield} + (\text{Annual Spread (Margin)} \times (\text{Number of Days in the Relevant Coupon Term} / 365));$ Four digits after the decimal point are taken into account for the aforementioned calculations.

	<p>Second Tranche:</p> <p>Floating rate Bonds priced based on the Benchmark Rate for the Second Tranche of the Issuance and Margin specified below;</p> <p>The "Coupon Rate" of the Notes will be calculated in accordance with the formula below:</p> $\text{Coupon Rate} = (\text{Benchmark Rate} + \text{Margin}) * \text{Actual Day Count} / 365$ <p>Six digits after the decimal point are taken into account for the aforementioned calculations.</p>
Margin	<p>First Tranche Margin: 4.75%</p> <p>Second Tranche Margin: 5.00%</p>
Book-building Date	24 June 2016
Benchmark Rate for the First Tranche of the Issuance	<p>The Benchmark Rate for pricing of the First Tranche will be the 2 year maturity fixed coupon government bond issued as benchmark bond by the Department Undersecretariat of Treasury of Turkey. (Constant maturity treasury reference "CMTR");</p> <p>If the CMTR has been issued for the first time and has not been exchanged on Borsa Istanbul for the last three trading days during the coupon payment dates, the calculations will be based on the preceding CMTR;</p> <p>In case the CMTR Bond's maturity is amended as shorter than 1,5 years or longer than 2,5 years by Undersecretariat of Treasury, the CMTR shall be replaced with the fixed coupon government bond that has the closest maturity to 2 years.</p> <p>The first CMTR in respect of the issue of 2-year maturity Bonds proposed for 28 June 2016 shall be the government bond with the ISIN of TRT140617T17.</p> <p>"First Tranche" means the first tranche of the Issuance amounting to TRY 75,000,000, (as may be amended) which tranche will be based on CMTR as a benchmark rate and will have a tenor of two years.</p> <p>"Issuance" means the issue of the Bonds in the amount of up to TRY 200,000,000 (as may be amended) which issuance will be made in one or two tranches.</p>
Benchmark Rate for the Second Tranche of the Issuance	<p>The Benchmark Rate for the pricing of the Second Tranche will be the 3 month TRLIBOR rate on the TRLIBOR website at 11:15AM Turkish time/EET (www.trlibor.org).</p> <p>On the Book-building date the TRLIBOR rate from the website (www.trlibor.org) at 11:15AM Turkish time/EET is to be utilized for the determination of the first coupon payment.</p>

	<p>For the determination of remaining coupon rates, 3 month TRLIBOR rate is going to be taken from TRLIBOR website (www.trlibor.org) 2 business day before the first day of each Interest Period (beginning with 2nd Interest Period) at 11:15AM Turkish Time/EET in order to fix the following coupon rate.</p> <p><i>Benchmark Rate fixing and final determination of the first coupon rate will be done on the Book-building Date</i></p> <p>For purposes of these Bond Terms:</p> <p>"Second Tranche" means the second tranche of the Issuance amounting to TRY 125,000,000 (the "Second Tranche"), which tranche will be based on TRLIBOR as a benchmark rate and will have a tenor of three years. In line with the final book size, the offering size of the Second Tranche can be increased up to TRY 200,000,000 (as may be amended) whereas the issue size of the First Tranche can be reset within the TRY 200,000,000 total issue size of the Second Issuance.</p>
Interest Determination Date	<p>First Tranche: 1 Business Day before the first day of each Interest Period.</p> <p>Second Tranche: 2 Business Days before the first day of each Interest Period.</p>
Interest Period/Coupon Payment Dates	<p>First Tranche:</p> <p>Quarterly/first coupon payment date: 27 September 2016; second coupon payment date: 27 December 2016; third coupon payment date: 28 March 2017; fourth coupon payment date: 28 June 2017; fifth coupon payment date: 27 September 2017; sixth coupon payment date: 27 December 2017; seventh coupon payment date: 28 March 2018 and eighth coupon payment date: 27 June 2018</p> <p>Second Tranche:</p> <p>Quarterly/first coupon payment date: 27 September 2016; second coupon payment date: 27 December 2016; third coupon payment date: 28 March 2017; fourth coupon payment date: 28 June 2017; fifth coupon payment date: 27 September 2017; sixth coupon payment date: 27 December 2017; seventh coupon payment date: 28 March 2018; eighth coupon payment date: 27 June 2018; ninth coupon payment date: 26 September 2018; tenth coupon payment date: 26 December 2018; eleventh coupon payment date: 27 March 2019 and twelfth coupon payment date: 26 June 2019</p>
Business Day	<p>Means a day (other than a Saturday or a Sunday) on which commercial banks are open for the transaction of general business in, and on which commercial banks and foreign exchange markets settle payments in TRY in Istanbul, Turkey.</p>
Business Day convention	<p>Following</p>

Day count convention	Interest will accrue from and including the first day of the Interest Period up to and including the last day of such Interest Period on the basis of ACT/365.
Repayment Schedule/Term	Principal repaid in single bullet repayment on Maturity Date.
Status	The Bonds constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank <i>pari passu</i> (without any preference among themselves) with the claims of all other unsecured creditors of it other than those claims which are expressly preferred by laws of the Republic of Turkey of general application to companies.
Trading	The Bonds will be traded on Outright Purchases and Sales Market under Borsa Istanbul's Debt Securities Market.
Payment and Discharge:	<ol style="list-style-type: none"> 1) Payments: All payments in respect of the Bonds shall be made to the Central Registration Agency's account at the Settlement and Custody Bank (Takasbank) to be credited to the accounts of the relevant Bond Investors. 2) Currency of account: All payments shall be made in Turkish Lira (TRY).
Form of demand to purchase Notes:	Demands to purchase Notes should be denominated in number where the minimum order amount is 250,000 with increments of 10.000.
Par value	TRY 100
Furnishing of Information	<p>Pursuant to the Communiqué on Principles of Financial Reporting in Capital Markets (II-14.1), as soon as available but, in any event, within 70 days after the end of each Financial Year, the Issuer shall disclose the audited Financial Statements for such Financial Year.</p> <p>Pursuant to the Communiqué on Principles of Financial Reporting in Capital Markets (II-14.1), as soon as available but, in any event, within 45 days after the end of the first six months of each Financial Year, the Issuer shall disclose the unaudited Financial Statements for the first six months of such Financial Year.</p> <p>The Issuer's Financial Statements shall be prepared in accordance with the International Standards on Accounting and shall be publicised KAP.</p> <p>For the purposes of these Bond Terms, the following terms shall have the following meaning:</p>

	<p>"Financial Statements" means the consolidated financial statements (including balance sheet, income statement, statement of changes in equity, cash flow statement and notes, comprising a summary of significant accounting policies and other explanatory notes) of the Issuer prepared in accordance IFRS.</p> <p>"Financial Year" means the period commencing each year on 1 January and ending on 31 December, or such other period as the Issuer may from time to time designate as the accounting year of the Issuer.</p> <p>"IFRS" means International Financial Reporting Standards issued or adopted by the International Accounting Standards Board and consistently applied.</p> <p>"International Standards on Auditing" means the International Standards on Auditing issued by the International Federation of Accountants.</p> <p>"KAP" means Public Disclosure Platform (<i>in Turkish</i>, Kamuyu Aydınlatma Platformu) operated by the Central Registry Agency.</p>
Change of Control	<p>The Issuer shall ensure that, at all times during the tenor of the Bonds, Kazancı Holding shall retain and maintain the Control of the Issuer.</p> <p>For purposes of these Bond Terms:</p> <p>"Control" means the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to direct or cause the direction of the management and policies of such person, including without limitation, the power to:</p> <ul style="list-style-type: none"> (A) cast, or control the casting of more than 50 per cent of the maximum number of votes that might be cast at a general meeting of the Issuer; or (B) appoint or remove all, or the majority, of the directors or other equivalent officers of the Issuer; or (C) give directions with respect to the operating and financial policies of the Issuer with which the directors or other equivalent officers of the Issuer are obliged to comply; and (D) the holding directly or indirectly of more than 50 per cent of the issued share capital of the Issuer (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital). <p>"Kazancı Holding" means Kazancı Holding A.Ş. a company incorporated under the laws of Turkey, with its principal office located at Barbaros Bulvarı No. 91, Beşiktaş, İstanbul.</p>
Environmental and Social Compliance	<p>The Issuer shall diligently implement and adhere to the Environmental and Social Action Plan and monitor the implementation of such plan in accordance with the monitoring provisions contained in such plan.</p>

	<p>For purposes of these Bond Terms:</p> <p>"Environmental and Social Action Plan" means the plan of environmental and social mitigation and improvement measures dated 28 January 2016, as amended on 20 June 2016, and published by the Issuer on its website on or prior to the Book-building Date.</p>
Indemnity	<p>The Issuer assumes full liability for, and agrees to and shall indemnify and hold harmless the Bond Investors against and from, any and all direct losses and damages (compensatory, punitive or otherwise), penalties, claims, actions, taxes, suits, costs and expenses (including, reasonable legal counsel's fees and expenses and costs of investigation) of whatsoever kind and nature, including, without prejudice to the generality of the foregoing, those arising in contract or tort (including negligence) or by strict liability or otherwise, which are imposed on, incurred by or asserted against the Investors and which in any way directly relate to or arise out of, any failure by the Issuer to comply with its undertaking given under these Bond Terms.</p>
Early Redemption	<p>Upon written notice by any Bond Investor to the Issuer, the principal amount of all Bonds held by that Bond Investor plus that Bond Investor's Unwinding Costs (if any), together with interest accrued to the date of repayment shall become immediately due and payable within no less than 3 Business Days after the written notice to the Issuer, in any of the following events (each an "Early Redemption Event"):</p> <ul style="list-style-type: none"> (a) the Issuer does not pay principal or interest in respect of the Bonds on its due date and such default continues for 3 days; (b) it becomes unlawful under any applicable laws for the Issuer or that Bond Investor to remain as the issuer or holder of the Bonds, as applicable; (c) the occurrence of any event or circumstance which causes the, partial or total, invalidity, illegality or unenforceability of the Bonds; (d) the Issuer fails to comply with the terms of any undertakings it makes to the Bond Investors under these Bond Terms other than those in relation Environmental and Social Compliance and does not remedy within 3 Business Days; (e) the Issuer fails to comply with the terms of any undertakings it makes to the Bond Investors under these Bond Terms in relation to Environmental and Social Compliance in any material respect which might have a potential adverse effect on Bond Investors and such failure is not remedied within 30 Business Days; (f) any other notes issued by the Issuer, any loan or other indebtedness for borrowed money of the Issuer becomes due and repayable prematurely by reason of an event of default or the

	<p>Issuer fails to make any payment in respect thereof on the due date for such payment or any noteholder or creditor of such notes, loan or other indebtedness becomes entitled to declare such notes, loan or other indebtedness prematurely due and payable as a result of an event of default;</p> <p>(g) any proceedings under liquidation, insolvency, composition or reorganisation or other similar laws are initiated by the Issuer or by a third party against the Issuer (unless, if initiated by a third party against the Issuer, such proceedings are frivolous or vexatious and are dismissed within 5 days of commencement); or</p> <p>(h) a change of Control (as such term is defined herein) occurs.</p>
	<p>For these purposes of these Bond Terms:</p> <p>"Environmental and Social Compliance" means any and all undertakings the Issuer makes to the Bond Investors under these Bond Terms in relation to environmental and social compliance.</p> <p>"Unwinding Costs" means any cost (including any termination, close out or other costs of any nature whatsoever under or in connection with the currency hedging arrangements related to the purchase of the Bonds) as calculated by the relevant Bond Investor incurred or arising by that Bond Investor as a result of the occurrence of any Early Redemption Event, including, without limitation, any such cost, loss or liability as may be incurred by such Bond Investor if, following the occurrence of an Early Redemption Event, that Bond Investor elects (which election shall be in its sole discretion) to terminate or close out all or part of any currency hedging arrangement related to the purchase of the Bonds.</p>
Governing Law and Jurisdiction	The Bonds will be governed by, and shall be construed in accordance with, the laws of the Republic of Turkey.
Language:	This document has been signed in both the English and Turkish languages. The English version shall in each case prevail in the event of any conflict or discrepancy between the two versions.
Selling and Transfer Principles:	The Bonds have been approved by the CMB for sale to Qualified Investors. Therefore the Issuer and/or the intermediary institution shall not accept demands to purchase the Bonds from any person who is not a Qualified Investor. All purchasers of these Bonds will benefit from the same terms as set out herein. Upon request of a Bond Investor, the Issuer will promptly provide evidence satisfactory to that Bond Investor (acting reasonably) that the same terms have been offered to,

	and accepted by, all Bond Investors.
Permitted Transfers:	<p>The Bonds may only be traded between Qualified Investors.</p> <p>All rights in respect of the Bonds as evidenced herein will pass to any subsequent purchaser of the Bonds and all terms and conditions herein will inure to the benefit of and be enforceable by any such subsequent investor.</p>
Allocation process	<p>The following order of events shall occur to complete the allocation of the Notes to the Bond Investors:</p> <ol style="list-style-type: none"> a) publication of the signed and dated Issuer's presentation on the Issuer's website prior to the Book-building Date; b) bids to be made by each Bond Investor for the Bonds by submitting subscription form(s) provided by the intermediary institution; c) signing and dating of these Bond Terms and publication of the same on the KAP; d) allocation of trade tickets to such Bond Investors by the intermediary institution and confirmation of the Margin within 2 hours after close of the book-building; and e) settlement on the Issue Date.