

## TEB PREPAID MORTGAGE LOAN AGREEMENT

Türk Ekonomi Bankası A.Ş.

Trade Registry No: 189356 Mersis No: 0876004342000105 TEB Kampüs C ve D Blok Saray Mah.Sokullu Cad.

No:7A - 7B Ümraniye/ İSTANBUL www.teb.com.tr 0850 200 0 666

### Article 1: Parties, Subject and Scope

1.1 On one hand Türk Ekonomi Bankası A.Ş. which will be hereinafter referred to as the "Bank" and, on the other hand, the "Credit Customers and Sureties" the name and signatures of whom are assigned on the last page, (the Bank and the Credit Customers and Sureties will be jointly referred to as the "Parties") have agreed upon this credit facility agreement on the following terms and conditions.

1.2 This Prepaid Mortgage Loan Agreement (the "Agreement") is concluded with the aims of extending a consumer loan to the Credit Customer for house acquisition purpose where the house will be transferred or delivered by the seller after the disbursement of the credit, and that at the time of extension of the credit facility the houses are sold through a model, or sale-and-build model; or extending to the Credit Customer a consumer loan which is secured by the real property/ies owned by the Credit Customer; or for refinancing such credit facilities. The Credit Customer may not use this credit facility for any other purpose. In case it is found out that the Credit Customer has been using this credit facility for any other purpose he/she accepts and undertakes to pay to the Bank at once and in cash any and all taxes, duties, levies, premiums, funds etc. together with the default interest and penalties.

1.3 The credit facility extended by the Bank under this agreement may be extended on Turkish Lira (hereinafter referred to as "TL") or indexed to foreign currency (hereinafter referred to as "FX").

### Article 2: Right of Withdrawal

2.1. Prepaid house sale contract is established by a written contract to be made with the seller along with registration of transfer of construction servitude title registration in favor of the Credit Customer or in a statutory form of the promise of sale contract for sale drawn up at the notaries.

The Credit Customer has the right of withdrawal from a prepaid house sale contract within fourteen (14) days without stating a reason or having to pay any penalties according to article 43 of the Law no. 6502 on the Protection of the Consumer. Sending the notification related to the use of the right of withdrawal to the seller via notary within this period in accordance with the Regulation on Prepaid House Sales is sufficient.

2.2. In case the right of withdrawal is exercised in accordance with the article 43 of the Law no. 6502 on the Protection of the Consumer the Bank may only request from the Credit Customer the payments made to public institutions and bodies and the charges paid to third parties.

### Article 3: Right of Retraction

3.1. The Credit Customer has the right to retract the prepaid house sale contract concluded with the seller without stating any reason until the transfer or delivery date according to the article 45 of the Law no. 6502 on the Protection of the Consumer.

3.2. The Bank may demand "Early Payment" compensation according to the article 37 of the Law no. 6502 on the Protection of the Consumer in case of the right of retraction is exercised in accordance with the article 45 of the Law no. 6502 on the Protection of the Consumer.

### Article 4: Credit Limit and Terms and Conditions for Extension

The Credit Limit consists of the extended credit (principal), credit interest and costs.

Credit Customer and Sureties agree and undertake to pay the TEB Prepaid Mortgage Loan Credit amounting to ..... (in writing ONLY.....) extended by TÜRK EKONOMİ BANKASI ..... Branch under the terms of this agreement and in accordance with the Repayment Plan enclosed to this agreement. If the maturity date of a payment is not a working day, the payment must be made the next working day following the maturity date. The Repayment Plan enclosed to this agreement is an integral part thereof.

Interest Type of the Credit Facility	
Mortgage Loan Credit Term (Maturity)	
Total Amount of Credit	

### Conditions for Extension

### For this Prepaid Mortgage Loan with Fixed Interest

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Principal	
Term (in months)	
Monthly Contractual Interest Rate (%)	
Annual Contractual Interest Rate (%)	
Monthly Default Interest Rate (%)	
Annual Default Interest Rate (%)	
Discounted Monthly Interest Rate (%) (For campaigns)	
Discounted Annual Interest Rate (%) (For campaigns)	
BITT (%)	
RUSF (%)	
Effective Annual Interest Rate / Annual Cost Rate (%)	
Total Amount of Credit	
Total Cost of Credit	
Monthly Repayment Amount (Installment) *	

\* For flexible repayment plans, the monthly repayment (installment) amount is indicated in the Repayment Plan which is attached to and an integral part of this Agreement.

### Article 5: Interest Rate, Type of the Credit Facility and Potential Consequences over the Credit Customer

The Credit Customer and Sureties agree and undertake that a fixed interest rate of .....% per month (in letter.....), .....% per year (in letter.....) shall be accrued to the credit facility to be extended under this agreement. In fixed rate agreements, the interest rate determined in the agreement at the beginning may not be changed without the mutual consent of both the Credit Customer and the Bank. The monthly repayment amount will not be changed unless the interest rate is changed. The Credit Customer and the Sureties accept and undertake that the date on which the credit amount is disbursed to the Credit Customer shall be taken into account by the Bank for interest accruals.

### Article 6: Taxes and Costs

The credit facilities extended for house acquisition purposes are exempt from Banking and Insurance Transaction Taxes (BITT) and Resource Utilization Support Fund (RUSF).

The exemption from RUSF and/or BITT is valid until the real property which is granted as a security is sold. In case this real property is sold to a third party during the term of the credit facility, this exemption terminates as of the date of sale and a new repayment plan will be issued with RUSF and/or BITT after such date of sale.

The Credit Customer and Sureties accept and undertake to pay to the Bank the charges indicated in the following table and all taxes and duties, if any accrued, including BITT and RUSF.

The Credit Customer and Sureties accept to pay upon the first demand, at once and in cash the costs and similar expenses to be made by the Bank for the notices and notifications to be sent to them due to unpaid installments.

NAME of the EXPENSE	EXPENSE AMOUNT (TL)
Credit Allocation Fee	
Expertize Fee	
Mortgage Establishment Fee	
Insurance Fees*	

\* Insurance charges are not included in the Effective Annual Interest Rate/ Annual Cost Rate calculation.

### Article 7: FX indexed Credit Facility

Upon the Credit Customer request and provided to be accepted by the Bank, the credit facility to be extended under this agreement may be extended being indexed to a foreign currency, and shall be disbursed in TL which will be calculated by using the Effective Buying Rate applied by the Bank for that foreign currency on the date of disbursement. In such a case, another repayment plan in foreign currency shall be produced and enclosed to the agreement.

Repayment of the foreign currency indexed loan shall be made in either on the date and amount indicated in the repayment plan or in TL by converting the related foreign currency by using the Effective Selling Rate applied by the Bank to that foreign currency on the date of the actual payment.

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### Article 8: Authorization for Collection from Credit Account

The Credit Customer and Sureties accept and undertake that they will repay the credit facility disbursed to them pursuant to the Repayment Plan defined in article 4 and enclosed hereto; and if there is a credit account belonging to the Credit Customer towards the Bank, the Bank is authorized to collect each installment consisting of the principal, interest and costs from that credit account on the maturity date; and to credit such collected amount to the credit account.

### Article 9: Early Payment

The Credit Customer may realize early payments under the following terms and conditions determined in sub-clauses (a) and (b).

#### a) Early Payment of a Portion of the Credit Facility Outstanding:

The Credit Customer acknowledges, agrees and undertakes that in case he/she is willing to early pay a portion of the credit outstanding before its maturity, after the payment to the Bank of the interest amount accrued to the then current principal over the interest rate determined in article 5 for the period from the last installment due date until the early payment date and the amount of RUSF, if any, arising from the consumer loan where the real properties owned by the Credit Customer have been granted as security, the Bank will issue a new repayment plan after deducting the early paid principal from the initial total principal; however the required interest and other cost items shall be calculated by implementing the required discounts. The Credit Customer acknowledges, agrees and undertakes that in case the interest rate to be applied under this agreement is Fixed Interest, an early repayment penalty at a rate of 1% of the early paid amount may be charged by the Bank if the remaining maturity is equal to or less than 36 (thirty-six) months; and an early repayment penalty at a rate of 2% of the early paid amount may be charged by the Bank if the remaining maturity is more than 36 (thirty-six) months.

#### b) Early Payment of the Total Credit Facility Outstanding:

The Credit Customer acknowledges, agrees and undertakes that in case he/she is willing to early pay the total of the credit outstanding before its maturity, the Bank will liquidate the total outstanding of the customer consisting of the undue installments provided to the payment of the interest amount accrued to the then current principal over the interest rate determined in article 5 for the period from the last installment due date until the early payment date and the amount of RUSF, if any, arising; however required interest and other cost items shall be calculated by implementing the required discounts; and that in case the interest rate to be applied under this agreement is Fixed Interest, an early repayment penalty at a rate of 1% of the early paid amount may be charged by the Bank if the remaining maturity is equal to or less than 36 (thirty-six) months; and an early repayment penalty at a rate of 2% of the early paid amount may be charged by the Bank if the remaining maturity is more than 36 (thirty-six) months.

#### c) Payment of Early Payment Penalty in case of Re-Financing:

The Parties accept and undertake that in case the Credit Customer is willing to early pay the total credit outstanding before its maturity and requests re-financing it with a lower interest rate, an early repayment penalty at a rate of 1% of the early paid amount may be charged by the Bank if the remaining maturity does not exceed 36 (thirty-six) months; and an early repayment penalty at a rate of 2% of the early paid amount may be charged by the Bank if the remaining maturity exceeds 36 (thirty-six) months.

### Article 10: Responsibility of the Bank under the Prepaid Mortgage Loan Credit Facility

In the scope of the prepaid housing finance agreements, the documents submitted to the Bank such as title deed, invoice etc. are for the purpose of informing the Bank concerning the collateral and they shall be used for the preparation of the expert report intended to determine the price range.

This prepaid housing finance credit facility extended for a specific house with the prerequisite of financing a house purchase prepayment agreement concluded with a specific seller is qualified as tied loan. The credit facilities extended in case this prerequisite is not met and/or those extended by the Bank by paying the purchase price of a house determined by the Credit Customer himself without the conclusion of the TEB Housing Finance Project Agreement with Prepayment with a specific seller for a specific house, will not be qualified as tied loans.

The credit facilities extended for a specific house with the prerequisite of financing a house purchase prepayment agreement concluded with a specific seller are qualified as tied loans. Under the scope of tied loans, the seller and the Bank are jointly held liable in case the Credit Customer exercises one his/her rights to withdraw from the sale/purchase agreement or to request discount on the purchase price as determined in the law no.6502 on the Protection of the Consumer, article 11 due to the fact that the house has not been duly delivered or has not been delivered at all. However if the house is not delivered at all, the liability of the Bank is capped to the extended credit facility amount and limited with one year as of the contemplated delivery

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date of the house as determined in the Prepaid House Sale Agreement; and if the house is delivered, the liability of the Bank is capped to the extended credit facility amount and limited with one year as of the delivery date of the house.

The liability of the Bank is valid and binding even in case the credit facilities extended by the Bank are transferred to mortgage financing institutions, housing finance funds or mortgage based security pools. The institution which will take over the credit facility will not be held liable under this clause.

### Article 11: Acceleration of the Credit Outstanding, Delay and Default Interest Rate

The installments given in the Repayment Plan as defined in article 4, become due and payable on the date of payment without the necessity of any further notice pursuant to article 1 of this agreement.

In case minimum two (2) consecutive installments are not paid on due date, the Bank shall send an acceleration notice to the Credit Customer and give a period of 30 (thirty) days for payment as of the default date. If the debt is not paid within this period, the Credit Customer acknowledges, agrees and undertakes that any and all obligations and liabilities arising from this agreement, particularly the installment which have become due and payable yet, will become due and payable without the necessity of further notices by the Bank; and that he/she shall be liable for paying the principal and all ancillary amounts. In case the Credit Customer fails to pay the outstanding the Bank may initiate legal proceedings against the Credit Customer for the recovery of the unpaid amount.

If the credit facility is a Foreign Currency indexed Loan, as of the date the total credit facility amount becomes due, the Bank's receivable shall be calculated in TL by using the Effective Selling Rate applied by the Bank's to that foreign currency on the due date.

The Credit Customer and Sureties acknowledge, accept and undertake that if they fail to totally pay the debts arising out of this agreement on due date pursuant to the Repayment Plan as defined in article 4 of the Agreement, they will pay the default interest rate that corresponds to thirty percent (30%) more of the monthly contractual interest rate which will be accrued during the entire acceleration period together with the RUSF, if any.

The Parties have agreed that in case a credit facility is extended with a discounted rate (excluding campaigns) and the Credit Customer defaults with the acceleration of all outstanding, the Credit Customer shall pay the default interest that will be calculated over the "Monthly Contractual Interest Rate %" defined in the table given in article 4. The Parties have agreed that in case a credit facility is extended with "0" or discounted interest rate under the scope of campaign sales and cooperation agreements concluded with seller companies, and the Credit Customer defaults with the acceleration of all outstanding, the Credit Customer shall pay the default interest that will be calculated over the "Monthly Contractual Interest Rate %" defined in the table given in article 4.

The Credit Customer and Sureties acknowledge, accept and undertake that the payment of one or more installments after the due date and the acceptance of such payments by the Bank shall not impact or avoid the acceleration of the outstanding by the Bank, or request by the Bank of the default interest and ancillary payments, or the Bank' rights to start civil or penal actions to legal proceedings.

No compound interest is applied for the credit facility including the event of default.

### Article 12: Mortgage as Security

The Credit Customer agrees and accepts and he/she hereby establishes mortgage of 1<sup>st</sup> rank or at a rank to be accepted by the Bank, vested with the right to benefit from the free rank and valid until the release of the mortgage is requested by the Bank, over the following real property which will be the security of the principal of the credit disbursed by the Bank under this agreement, the contractual and default interests, all taxes, duties, charges, execution and judicial expenses, costs and all debts to the Bank pursuant to this agreement where the (contractual) interest rate defined in article 5 of this agreement will apply.

Real Property's Details:

OWNER'S NAME SURNAME:

City:		District:	
Ward :		Plot No.:	
Parcel No.:		Map Block No.:	

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Land Share:		Independent Section No:	
Building No:		Floor:	
Net Area of Independent Section:		Gross Area of Independent Section:	

As long as the Bank has any outstanding, the Bank may reject the Credit Customer's demands on partial refund of some collaterals provided by the Credit Customer.

In case the Credit Customer is notified that the real properties on which mortgage has been established became insufficient to cover the debt arising out of this agreement, the Credit Customer and Sureties accept and undertake to provide any and all additional collaterals of any type such as movable or immovable within 10 days following the receipt of such notice.

### Article 13: Liquidation of the Mortgage

Both in case the Credit Customer fails to pay its debt to the Bank totally with the ancillary amounts and forthwith at the termination of this agreement or at the time the credit facility is accelerated before the maturity due to the occurrence of the events determined in this agreement; and in case the Credit Customer fails to perform any obligation, undertaking or liability arising out of a legal ground other than this agreement the Bank shall be entitled to recover its receivable by proceeding with the sale of the mortgaged property pursuant to the provisions of the Execution and Bankruptcy Law.

The Bank may initiate legal action for execution for lien as well as legal action for liquidation of the mortgage.

The Credit Customer and Sureties agree and undertake to pay all judicial costs and legal attorney fees; and any charges and duties to be charged by the Execution Offices including prison duties arising from the legal proceedings initiated by the Bank pursuant to the Execution and Bankruptcy Law and any law that may replace it from time to time; and they agree and undertake that, if such amounts are paid by the Bank, this latter will be entitled to collect these amounts by crediting the then current outstanding.

### Article 14: Devaluation of the Mortgaged Property

If the value of the mortgaged property is decreased without any fault of the owner, the Credit Customer may not collect the indemnity that should be paid as per the article 867 of the Civil Code without the acknowledgment and permission of the Bank. The Bank, at its own discretion, may collect or set off from outstanding such indemnity from the institution or person who will pay, without permission of the Credit Customer even if maturity date has not expired.

### Article 15: Control of the Value of the Real Property

The Bank is entitled to check, control and assess or make it assessed each year or at any time, at its own discretion, the current status of the mortgaged property; and to request new collaterals, if it deems necessary, meeting the value and quality conditions to be determined by the Bank, based on the new value to be assessed. The value assessment of the real property shall be conducted by licensed real property assessment experts and to be determined by the Bank.

### Article 16: Expropriation of the Real Property

The Credit Customer accepts and undertakes that in case of expropriation of the mortgaged property, the expropriation fee shall replace the mortgaged property and may be collected by the Bank from the relevant public body; and then it may be set off from all obligations and outstanding of the Credit Customer.

### Article 17: Value Assessment of the Real Property

The Credit Customer accepts and undertakes that the Bank is entitled, when it deems necessary, to conduct value assessment for the house subject to this agreement, through the real property assessment experts to be determined by the Bank. The Credit Customer accepts to pay at once and in cash the fee arising out of the value assessment process.

### Article 18: Bank's Right of Pledge, Lien; and Transfer of the Receivable

The Parties have agreed that any and all receivables then due and to be due in future, rights and accounts of the Credit Customer and Sureties are pledged to the Bank as the security of the credit outstanding. The Bank has the right of retention, lien, and set off over these assets in case the Credit Customer is in default or at any time legal conditions for exercising the right of lien, retention or set off are met.

### Article 19: Insurance Provisions



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No insurance agreement may be concluded without the express demand of the Credit Customer given in writing or through a permanent data register mean. If the Credit Customer is willing to conclude an insurance agreement, the Credit Customer may execute that agreement either with the insurance company which the Bank is an agent of or another insurance company the Credit Customer will choose; and such insurance coverage shall be accepted by the Bank. However the said insurance coverage must be aligned with the subject of the credit facility and, for fixed sum insurances, it must be aligned with the outstanding and maturity of the credit.

If the Credit Customer is willing to conclude insurance agreement the Bank shall be the loss payee in the insurance policies. In case the risk subject to insurance occurs, the insurance indemnity to be paid by the insurance company shall be first set off from the Bank's credit facility outstanding due to the Bank being the loss payee.

The insurance agreements and policies concluded in relation with credit facilities extended for real property acquisition purposes are exempt from BITT.

Details of the Insurance Subject to this Agreement:

Type:	Amount of Coverage:	Insurance Company:	Policy No:	Start Date:	End of Term:

### Article 20: Responsibilities of the Sureties

The sureties whose signatures are assigned at the end of this Agreement accept to grant "Ordinary Surety". The Sureties are liable towards the Bank for the Customer's debts to be arising from this Agreement and the limitation is capped with the surety limit set forth in the Agreement.

The Banks and the Ordinary Sureties accept and undertake that;

- a. The consent of the spouse as required by the article 584 of the Turkish Code of Obligations must be provided and submitted to the Bank by the sureties until the conclusion of the surety agreement at latest;
- b. Pursuant to article 585 of the Turkish Code of Obligations, the Bank may not initiate execution proceedings for the surety unless the Bank has recourses to the debtor; however the Bank may initiate legal action directly to the surety in cases where;
  - Definite proof of insolvency is issued for the debtor as a result of the legal proceedings initiated by the third parties,
  - Legal proceedings against the debtor becomes impossible or substantially difficult in Turkey,
  - The debtor is declared bankrupt, or
  - The debtor has granted a period for settlement with its creditors;
- c. The Bank, pursuant to article 592 of the Turkish Code of Obligations shall deliver to the sureties who have paid the debt the promissory notes that will enable the surety to exercise the rights assigned by those, and other pledges and collaterals granted by the debtor at the time of surety has been given or after, and shall provide the information required for that purpose and to carry out the operation required for their transfer; however if the Bank has any other outstanding, due to the priority of the Bank's right of pledge and lien, the transfer and delivery stipulated in this clause might not be performed until the outstanding is fully paid up;
- d. Pursuant to article 598 of the Turkish Code of Obligations, this surety is granted for an unlimited period, the personal surety granted by a real person will automatically terminate at the expiry of ten years as of the conclusion of the surety agreement; the surety term may be extended for a period of ten years utmost by the written statement of the sureties meeting the formal prerequisites of the surety agreement and provided that such statement is given at latest one year before the end of term of the surety agreement; the ten years' period is not applicable in case the surety is granted by a legal entity;
- e. The sureties are liable towards the Bank for the credit facility extended to the Customer regardless the qualification and extension method of the credit, and for any and all issues stipulated in the Agreement;
- f. To enable the Bank to protect its rights, the sureties shall immediately inform the Bank in case of bankruptcy of the credit customers and/or one of the sureties, or the fact that their assets are registered, of a request for suspension of bankruptcy or settlement with creditors or their death;
- g. The sureties undertakes that during the term of the surety, they will not take any action which may devalue their movable and immovable assets as not to cover the maximum amount of liability they undertook in the Agreement through real or collusive transactions, or by admitting unfounded indebtedness; they will not destroy or throw away their

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- properties, not transfer with or without charge their assets, they will not establish pledge, mortgage and similar rights in rem over their assets in favor of third parties; and they will not take any action which may decrease their value;
- h. The sureties represent and warrant that the information stated in the Application Form is true and accurate.

### Article 21: Disclosure of Information by the Bank to the Institutions and Authorities that will be deemed appropriate by the Bank

The Credit Customer and Sureties accept that the Bank may disclose, when required, the information related with the credit relationship between them and the Bank to the persons and institutions that will be deemed appropriate by the Bank.

### Article 22: Miscellaneous:

Terms and Conditions with regard to Extension: Criteria like the Customer's financial situation, certifiable earnings, reason of the credit facility request and security structure etc. shall be substantial on credit facility allocation to the Customer.

A copy of the expertize report, if any, shall be provided to the Credit Customer by the Bank upon his/her demand.

Related Account: In case an account related with the housing finance agreement is opened, and if only transactions related with the credit facility have been conducted, no fee or expense including account operating fee shall be collected from the Credit Customer; and the accounts which has no positive balance shall be closed when the credit facility is totally repaid unless the Credit Customer demands otherwise in writing.

These personal securities received as a security for the mortgage loan that the Credit Customer will be extended by the Bank, shall be deemed as ordinary surety regardless its name. Personal securities provided by the counterparty with regard to the Credit Customer's receivables shall be deemed as a joint security unless otherwise is provided in other laws. The Credit Customer agrees, acknowledges and undertakes these issues.

If the creditworthiness assessment is negative the Bank will immediately inform the Credit Customer free of charge.

The Customer has the right to receive a copy of this Agreement free of charge at any time during the first year following the execution date of the housing finance agreement.

Pre-contractual information is binding for the Bank until the end of the working hours on the day the informative note is signed.

With regard to any dispute arising out of the Agreement, the Credit Customer may apply to the Consumer Courts, Arbitration Committee for Consumer Problems or the Banks Association of Turkey Arbitration Panel.

### Article 23: Bank Records Prevailing

The Customer and the sureties hereby agree that in all kinds of disputes may arise between them and the Bank, the books and records of the Bank, the copies of microfilms and microfiches, documents containing information derived out of electronic or magnetic media, and CD ROM, camera recordings, telephone voice records, computer and similar other records and ATM recordings shall, whether supported by substantiating documents or not, be considered and treated as valid evidences as per the Article 193 of the Code of Civil Law Procedures.

### Article 24: Changes in Documents Submitted by the Credit Customer

The Credit Customer agrees, acknowledges and undertakes to inform the Bank of any change that may occur in the documents, which had been already submitted at the execution of this Agreement, within fifteen (15) days following the date of such change.

### Article 25: Legal Proceedings Expenses, Judicial Expenses, and Attorney Fees

The Credit Customer and Sureties (provided that the sureties' liability is capped with the surety amount) agree and undertake that in case the Bank becomes obliged to initiate legal proceedings before courts and execution offices for collection of their debts arising out of this Agreement, then they shall be liable to reimburse to the Bank all expenses and the Attorney Fee that is 10% of the total outstanding including principal, interests and all kind of expenses plus the income tax to be levied thereon, as well as prison charge and other fees and taxes to be paid by the Bank, plus the income tax to be levied thereon.

### Article 26: Legal Addresses of the Parties

The Credit Customer and Sureties agree, acknowledge and undertake that, the following addresses given next to their names and signatures are their legal address for the notifications that will required to be delivered to them to fulfill the issues stated in this Agreement, and that any notice to such address shall be deemed to have been duly delivered, and that in case of change in their legal address they shall inform the Bank immediately of the new address via registered return receipt requested mail, or via Notary Public, or through registered electronic mail system by using secure electronic signature, or by hand against signature,

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and that until such notification, notices to their former address shall be deemed to have been duly delivered. The Customer agrees and acknowledges that, in addition to the notification addresses of which the Bank is/will be informed by the Customer, the Bank may send notices to his/her MERNIS address and KEP address, if any, and those notifications shall be deemed as valid.

### Article 27: Jurisdiction and Governing Law

Any kind of disputes shall be governed by the Laws of the Turkish Republic, and İstanbul Çağlayan Courts and Execution Offices shall have jurisdiction in resolution of all such disputes. However, submission to the jurisdiction of above-stated Courts and Execution Offices shall not eliminate the jurisdiction of general courts.

### Article 28: Applicable Provisions

The credit facility the limit of which is determined above is subject to the provisions of this Agreement. The provisions of the Bank's internal regulations and other local legislation shall apply in case of lack of any applicable provision in this Agreement; if there is not any applicable provision in the internal regulations either, the complementary rules in the legal legislation and banking customer shall apply. The Credit Customer may not assign or transfer his/her rights and liabilities to a third party without the consent of the Bank.

This Agreement consists of twenty-eight (28) articles and ten (10) pages, and is executed by the Parties on .././.....

Credit Customer's Name-Surname:

Address:

Telephone Number and other Contact Details:

Signature:

#### CUSTOMER STATEMENT:

I hereby state, agree and accept that the terms and conditions of this Prepaid Mortgage Loan Agreement, which I have executed with your Bank, and issues stated in the provisions have been mutually negotiated with me, and that all the terms and conditions of the Prepaid Mortgage Loan Agreement is clear and understandable, and that I executed the Prepaid Mortgage Loan Agreement by acknowledging the rights and liabilities arising out of it. I acknowledge and agree that I have received one copy, for each, of the Agreement and the Repayment Plan enclosed thereto and the Charge, Commission and Fee List.

The Customer will write by hand in this section "I have received one copy of this Agreement and its appendixes by hand."

Credit Customer's Name and Surname: .....


Signature : .....

Appendix 1 – Repayment Plan

Appendix 2 - Charge, Commission and Fee List

Appendix 3 - Pledge on Deposit

TÜRK EKONOMİ BANKASI A.Ş.

Direktör  


Direktör  




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### REAL PERSON SURETY

Not: The followings sections with regard to the Surety must be filled by hand by the Surety.

The Surety's Name/Surname	
The Surety's Address	
The Limit of Guarantee	in Figures, in Words
Date of Guarantee	

Signature

### CONSENT OF SPOUSE OF REAL PERSON SURETY

I hereby irrevocably declare and acknowledge that I consent for my spouse ..... to be a surety to the amount of .....(in Words.....) for the credit facilities to be or have made available to the Credit Customer ..... by the Bank pursuant to this Housing Finance Agreement.

Name/Surname:

Date:

Signature:

### REAL PERSON SURETY

Not: The followings sections with regard to the Surety must be filled by hand by the Surety.

The Guarantor's Name/Surname	
The Guarantor's Address	
The Limit of Guarantee	in Figures, in Words
Date of Guarantee	

Signature

### CONSENT OF SPOUSE OF REAL PERSON SURETY

I hereby irrevocably declare and acknowledge that I consent for my spouse ..... to be a surety to the amount of .....(in Words.....) for the credit facilities to be or have made available to the Credit Customer ..... by the Bank pursuant to this Housing Finance Agreement.

Name/Surname:

Date:

Signature:

I kindly request that the installment amounts of the Consumer Loan I have been extended on the date of .././.... and which is related with the account no. ...., will be collected by your Branch without any further instruction, each time on the date of maturity and as indicated in the repayment plan from my Turkish Lira deposit account held with your Bank under No. .... and to which my salary is deposited.

TEB Salary Customer: .....

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### APPENDIX - 3: PLEDGE ON DEPOSIT

In case this Appendix – 3 Pledge on Deposit is executed by the Credit Customer, the Credit Customer irrevocably agrees, accepts and undertakes that total amount of credit facility will be pledged in favour of the Bank for 14 days following the date of this Prepaid Mortgage Loan Agreement and the prepaid house sale agreement pursuant to article 43 of the Law no. 6502 on Protection of the Consumer; and in case the right of withdrawal is not exercised the same amount will be pledged in favour of the seller; at the expiry of this period the total amount of the credit will be transferred to the seller's account upon the Credit Customer's demand pursuant to article 43 of the Law no. 6502 on Protection of the Consumer.

...../...../.....

### PLEDGE ON DEPOSIT

To  
TÜRK EKONOMİ BANKASI A.Ş. .... BRANCH

I hereby irrevocably state, accept and undertake that the amount of credit facility to be disbursed to me by your Bank under the Prepaid TEB Mortgage Loan Agreement for the acquisition of the house registered in ..... Title registry, city of ....., district....., ward no. ...., plot no. ...., parcel no. ...., based upon the prepaid house sale agreement executed between myself and ..... (the "Company") on the date of .././.... shall be transferred to my deposit/time deposit account opened in your branch with no. ....;and I hereby irrevocably pledge this deposit/time deposit account no. .... with a balance of ..... in favour of your Bank together with the interests incurred or to be incurred, pursuant to article 43 of the Law no. 6502 on the Protection of Consumer; I shall not raise any claim for the interest of the pledged amounts; your Bank is authorized to transfer any amount currently present or to be present in future in this account to another blocked account to be opened ex officio by your Bank on my name at any time and without my written instruction; the amounts in the blocked account shall be included in the scope of this pledge; in case I exercise my right of withdrawal, your Bank shall be entitled to deduct, at any time, such pledged amount from the outstanding amounts of the Prepaid TEB Mortgage Loan Agreement without the necessity to initiate any legal action or to serve any notice or notification; in case I do not exercise my right of withdrawal pursuant to article 43 of the Law no. 6502 on the Protection of Consumer, such amounts shall be pledged to the Company; and total amount of credit shall be transferred to the seller's account upon my instruction at the expiry of this period.

Credit Customer Name/surname

Date

Signature