

EIGHTH SUPPLEMENT dated 19 December 2014 to the Base Prospectus dated 27 March 2014



TÜRKİYE GARANTİ BANKASI A.Ş.
U.S.\$6,000,000,000
Global Medium Term Note Programme

This supplement (this “*Supplement*”) is supplemental to, and must be read in conjunction with, the Base Prospectus dated 27 March 2014 (the “*Original Base Prospectus*” and, as supplemented on 30 April 2014, 13 May 2014, 10 June 2014, 2 July 2014, 12 August 2014, 28 October 2014 and 12 November 2014 (the “*Base Prospectus*,” which also serves as the “*Listing Particulars*”) prepared by Türkiye Garanti Bankası A.Ş. (the “*Issuer*”) under the Issuer’s global medium term note programme. Capitalised terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Base Prospectus. Application has been made to the Irish Stock Exchange for the approval of this Supplement as a supplement to the Listing Particulars (this “*Listing Particulars Supplement*”). Except where expressly provided or the context otherwise requires, where Notes are to be admitted to trading on the Main Securities Market, references herein to this “*Supplement*” shall be construed to be references to this “*Listing Particulars Supplement*” and references herein to the “*Base Prospectus*” shall be construed to be references to the “*Listing Particulars*.”

This Supplement has been approved by the Central Bank of Ireland, as competent authority under Directive 2003/71/EC as amended (including the amendments made by Directive 2010/73/EU) (the “*Prospectus Directive*”). The Central Bank of Ireland only approves this Supplement as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. This document constitutes a supplement for the purposes of Article 16 of the Prospectus Directive and has been prepared and published for the purposes of updating the Base Prospectus in respect of recent events in connection with the Issuer. As a result, certain modifications to the Base Prospectus are hereby being made.

Statements contained herein shall, to the extent applicable and whether expressly, by implication or otherwise, be deemed to modify or supersede statements set out in, or previously incorporated by reference into, the Base Prospectus. Where there is any inconsistency between the information contained in (or incorporated by reference into) the Base Prospectus and this Supplement, the information contained in (or incorporated by reference into) this Supplement shall prevail.

Except as disclosed herein and in previous supplements to the Original Base Prospectus, there has been no: (a) significant new factor, material mistake or inaccuracy relating to the information included in the Original Base Prospectus since the publication of the Original Base Prospectus and (b) significant change in the financial or trading position of either the Group or the Issuer since 30 September 2014.

The Issuer accepts responsibility for the information contained herein. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained herein is in accordance with the facts and contains no omission likely to affect the import of such information. None of the Dealers or the Arranger make any representation, express or implied, or accept any responsibility, for the contents hereof or any information incorporated by reference into this Supplement.

AMENDMENTS

The section entitled “Recent Developments” inserted into the Base Prospectus immediately after the section entitled “Business of the Group” pursuant to the supplement dated 2 July 2014 is hereby amended to include the following at the end thereof:

2014 Share Purchase Agreement

Doğuş Holding, Ferit Faik Şahenk, Dianne Şahenk and Defne Şahenk (the **Sellers**) entered into a share purchase agreement with BBVA on 19 November 2014 (the **2014 Share Purchase Agreement**) under which BBVA agreed to purchase from the Sellers 62,538,000,000 shares of the Bank (representing 14.89% of the Bank’s issued share capital) for an aggregate purchase price of TL 5,497,090,200.

The 2014 Share Purchase Agreement provides that: (a) if the share transfer is finalised before the payment of dividends to be distributed in 2015 in relation to the 2014 calendar year (the **2014 Dividend**), then BBVA (as the recipient of the 2014 Dividend) will pay the Sellers an additional amount equal to the 2014 Dividend received (net of all taxes applicable to BBVA in Turkey) up to TL 0.11 per share sold to BBVA, and (b) if the share transfer is finalised after the payment of the 2014 Dividend, then the Sellers (as the recipients of the 2014 Dividend) will retain the 2014 Dividend in full; *however*, should the 2014 Dividend exceed TL 0.11 per share agreed to be sold to BBVA, then the per share purchase price to be paid to the Sellers by BBVA will be reduced by the amount of such excess.

This transfer of shares is subject to the approval of regulatory authorities in Turkey (including the BRSA, the CMB and the Turkish Competition Board), Spain, the European Union and other jurisdictions, which approvals might not be obtained for some time (if at all). Upon receipt of the all necessary approvals and finalisation of the share transfer, the Doğuş Shareholders (*i.e.*, Doğuş Holding, Doğuş Nakliyat ve Ticaret A.Ş. and Doğuş Araştırma Geliştirme ve Müşavirlik Hizmetleri A.Ş.) and BBVA’s shares in the Bank will be 10.00% and 39.90%, respectively.

Amended Shareholders’ Agreement

Concurrently with the 2014 Share Purchase Agreement, the Doğuş Shareholders and BBVA entered into an agreement to amend and restate their 1 November 2010 shareholders’ agreement (such shareholders’ agreement as so amended and restated, the **Amended Shareholders’ Agreement**). This amending agreement provides for the revision of certain provisions relating to the governance and management of the Bank as described further below, which amendments will become effective simultaneously with the consummation of the share transfer; *it being understood* that such will not apply if the share transfer is not consummated within a period of seven months after 19 November 2014, unless extended for a further three months upon the request of either BBVA or Doğuş Holding A.Ş. or further upon mutual agreement of both BBVA and Doğuş Holding A.Ş.

Corporate Governance

The Amended Shareholders’ Agreement contains the parties’ agreement regarding the composition of the Bank’s board of directors in proportion to the shareholding that Doğuş Shareholders retain in the Bank, as described below:

(a) if the Doğuş Shareholders own more than 9.95% of the Bank’s shares, then the parties have agreed to vote their shares at the Bank’s general assembly such that: (i) the board of directors of the Bank will consist of 10 members, (ii) board members nominated by BBVA will occupy seven board seats (two of which will be members of the Audit Committee and be deemed independent board members pursuant to Corporate Governance Communiqué), (iii) board members nominated by the Doğuş Shareholders will occupy two board seats and (iv) a board member jointly selected by BBVA and the Doğuş Shareholders will occupy the remaining board seat, who will also be the third independent member of the board of directors,

(b) if the Doğuş Shareholders own 9.95% of the Bank’s shares, then the parties have agreed to vote their shares at the Bank’s general assembly such that: (i) the board of directors of the Bank will consist of 10 members, (ii) board members nominated by BBVA will occupy eight board seats (two of which will be members of the Audit Committee and be deemed independent board members pursuant to Corporate Governance Communiqué), (iii) board member nominated by the Doğuş Shareholders will occupy one board seat and (iv) a board member jointly selected by BBVA and the Doğuş Shareholders will occupy the remaining board seat, who will also be the third independent member of the board of directors, and

(c) if the Doğuş Shareholders owns less than 9.95% of the Bank’s shares, then the parties have agreed to vote their shares at the Bank’s general assembly such that the number and identity of members of the board of directors will be as selected by BBVA (which should consist of at least seven members according to the Bank’s articles of association).

The Amended Shareholders’ Agreement also provides that the parties’ directors will vote at board meetings such that: (a) the Bank’s Chief Executive Officer and the Chairman of its board of directors will be as selected by BBVA and (b) the meeting and decision quorum at the board of directors meeting will be six or more persons.

Reserved Matters. The Amended Shareholders' Agreement contains the parties' agreement with respect to the following matters that BBVA (whether as shareholder of the Bank or, for board meetings, through its appointed directors) is required to vote against unless the Doğuř Shareholders consent: (a) decisions that might adversely affect the voting rights or other rights attached to the Doğuř Shareholders' shares, (b) amendments to the constitutional documents of the Bank or any of the Bank's material subsidiaries that conflict with the rights of the Doğuř Shareholders as holders of 9.95% or more of the share capital of the Bank, (c) the liquidation of, or initiation of insolvency proceedings in relation to, the Bank or any of its material subsidiaries, (d) granting rights to any person that restricts the pre-emptive rights of the Doğuř Shareholders in capital increases and (e) the disposal or discontinuance of, or material changes to, any line of business or business entity within the Group that has a book value of 25% or more of the Group's total net assets in one financial year. Should the Doğuř Shareholders own 9.95% or less of the Bank's shares, then they will only have the rights provided to shareholders under Turkish law or the Bank's by-laws.

Share Transfers

In the Amended Shareholders' Agreement, the Doğuř Shareholders agreed that they will not sell shares in the Bank to a third party during the first three years following the finalisation of the share transfer (the **Lock-up Period**); *however*, if BBVA sells any of its shares in the Bank to a third party prior to the end of the Lock-up Period, then the Doğuř Shareholders will be entitled to sell a percentage of their shares in the Bank that corresponds to the proportion of the shares sold by BBVA against the total amount of shares that BBVA held prior to its sale.

Right of First Offer. The Amended Shareholders' Agreement provides that, if any of the Doğuř Shareholders (upon the expiry of the Lock-up Period) or BBVA intends to sell all or any portion of its shares to a third party, then the Doğuř Shareholders or BBVA, as applicable, will be entitled to a right of first offer with respect to such shares; *provided* that the requesting party (including its group and related entities) holds at least 10.00% of the Bank's share capital. The Amended Shareholders' Agreement provides that the right of first offer will cease to apply if the selling shareholder (prior to the time of its sale) owns 50.00% or more of the Bank's share capital. The parties are required to comply with the provisions regarding the right of first offer even when the parties intend to sell their shares through a public offering or a private placement.

Tag Along Right. The parties agreed in the Amended Shareholders' Agreement that if any of the Doğuř Shareholders or BBVA sells all or a portion of its shares in the Bank to a third party, then the other party will be entitled (but not obligated) to require the selling party to ensure that the purchaser purchases its shares on the same terms and conditions on which the selling party's shares will be sold.

Adherence to the Amended Shareholders' Agreement. The Amended Shareholders' Agreement provides that if any of the Doğuř Shareholders (upon the expiry of the Lock-up Period) or BBVA intends to sell all or a portion of its shares to a third party, then the selling party will be obliged to ensure that the purchaser will adhere to and become bound by the provisions of the Amended Shareholders' Agreement; *provided* that certain limited exceptions will not apply to the purchaser.

Call Option. The Amended Shareholders' Agreement revokes a call option that had been granted to BBVA to purchase 1.00% of the Bank's shares from the Doğuř Shareholders.

The Bank's management does not anticipate any material changes in its business or strategy resulting from such share transfer; *however*, the Bank's coordination with the global operations of BBVA might accelerate.