

**UK MiFIR product governance / professional investors and ECPs target market only** - Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“COBS”), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of “retained EU law”, as defined in the European Union (Withdrawal) Act 2018 (“EUWA”) (“UK MiFIR”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the manufacturer's target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “UK MiFIR Product Governance Rules”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

For the purposes of this provision, the expression “**manufacturer**” means the Dealer.

European Bank for Reconstruction and Development (the “**Issuer**”) does not fall under the scope of application of UK MiFIR. Consequently, the Issuer does not qualify as an “investment firm”, “manufacturer” or “distributor” for the purposes of UK MiFIR.

## PRICING SUPPLEMENT

29 November 2022

**European Bank for Reconstruction and Development**  
**EUR 10,000,000 Inflation-Linked Environmental Sustainability Global Notes due 1 December 2029**  
**(the “Notes”)**  
**issued pursuant to the European Bank for Reconstruction and Development EUR 45,000,000,000**  
**Global Medium Term Note Programme for the issue of notes**

### 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 Offering Circular dated 3 July 2012 as supplemented by the Supplementary Offering Circular dated 22 July 2019 (together, the “**Offering Circular**”). This Pricing Supplement must be read in conjunction with such Offering Circular. Full information on the Notes is only available on the basis of the combination of this Pricing Supplement and the Offering Circular. The Offering Circular is available for viewing and copies may be obtained from the Issuer, at 5 Bank Street, London, E14 4BG, United Kingdom.

#### SUMMARY OF THE NOTES

1	Specified Currency:	Euro (“EUR”)
2	Nominal Amount:	EUR 10,000,000
3	Type of Note:	Indexed
4	Issue Date:	1 December 2022
5	Issue Price:	104.05 per cent.
6	Maturity Date:	1 December 2029
7	Fungible with existing Notes:	No

## FORM OF THE NOTES

<b>8</b>	Form of Note:	Bearer
<b>9</b>	New Global Note:	Yes
<b>10</b>	Specified Denomination(s):	EUR 100,000
<b>11</b>	Exchange of Bearer Notes:	Temporary Global Note exchangeable for permanent Global Note on certification as to non-US beneficial ownership on or after 40 days after the Issue Date and thereafter permanent Global Note exchangeable only upon an Exchange Event.
<b>12</b>	(a) Talons for future Coupons to be attached to definitive Bearer Notes:	No
	(b) Date(s) on which the Talons mature:	Not Applicable
<b>13</b>	(a) Depository for and registered holder of Registered Global Note:	Not Applicable
	(b) Exchange of Registered Global Note:	Not Applicable

## PROVISIONS RELATING TO INITIAL PAYMENT

<b>14</b>	Partly Paid Notes:	No
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## PROVISIONS RELATING TO INTEREST

<b>15</b>	Interest Commencement Date:	Issue Date
<b>16</b>	Fixed Rate Notes:	Not applicable
<b>17</b>	Zero Coupon Notes:	Not applicable
	<b>Floating Rate Notes and Indexed Notes:</b>	Applicable. See the provisions set out in Annex A hereto.
<b>18</b>	(a) Manner in which Rate of Interest is to be determined:	Other, see Paragraph 23 below and Annex A hereto.
	(b) Margin(s):	Not applicable
	(c) Minimum Rate of Interest (if any):	Not applicable
	(d) Maximum Rate of Interest (if any):	Not applicable
	(e) Floating Day Count Fraction:	See Paragraph 23(g) below
<b>19</b>	If ISDA Determination:	
	(a) Floating Rate Option:	Not applicable
	(b) Designated Maturity:	Not applicable
	(c) Reset Date:	Not applicable
	(d) ISDA Definitions:	Not applicable

<b>20</b>	If Screen Rate Determination:	
	(a) Reference Rate:	Not applicable
	(b) Relevant Screen Page:	Not applicable
	(c) Interest Determination Date:	Not applicable
<b>21</b>	If Indexed:	See Paragraph 23 below
<b>22</b>	If Rate of Interest not to be determined by ISDA or Screen Rate Determination or by reference to an Index or Formula:	Not applicable
<b>23</b>	General Provisions for Floating Rate Note and Indexed Note:	
	(a) Specified Period (or, in the case of Notes where the Interest Payment Date(s) are fixed, the Interest Payment Date(s)):	Interest Payment Dates shall be 1 December of each year from and including 1 December 2023 to and including the Maturity Date, subject to adjustment in accordance with the Business Day Convention for the purposes of payment only. No adjustment will be made to any Interest Period notwithstanding any adjustment to any Interest Payment Date.
	(b) Business Day Convention:	Following
	(c) Business Day definition if different from that in Condition 4(b)(i):	Condition 4(b)(i) applies. The additional business centres are London and New York.
	(d) Calculation of interest to be adjusted in accordance with Business Day Convention specified above:	No
	(e) Terms relating to calculation of Interest Amount:	In respect of each Interest Period, the Interest Amount for the purposes of Condition 4(d) payable per Specified Denomination shall be determined by the Calculation Agent on the Determination Date (as defined below) by applying the Rate of Interest for such Interest Period to the Specified Denomination and multiplying the product by the Day Count Fraction (such amount to be rounded to the nearest whole cent, with 0.5 cent being rounded upwards), subject to the provisions set out in Annex A hereto.  As soon as possible on or after a Determination Date (but in no event later than the second Business Day immediately preceding the relevant Interest Payment Date), the Calculation Agent shall notify the Agent and the Issuer of the Interest Amount per Specified Denomination.
	(f) Interest Period:	In respect of an Interest Payment Date, the period from and including the previously scheduled Interest Payment

Date, as applicable, to but excluding the next scheduled Interest Payment Date, with the final Interest Period ending on but excluding the Maturity Date. The first Interest Period shall begin on, and include, the Issue Date.

- (g) Day Count Fraction: 30/360
- (h) Determination Date: In respect of an Interest Payment Date, the day that is five (5) Calculation Business Days prior to such Interest Payment Date (subject to Paragraph 23(m) below).
- (i) Calculation Business Days: Each day on which commercial banks and foreign exchange markets settle payments and are open for general business in London, TARGET and New York City.
- (j) Rate of Interest: As set out in Annex A hereto
- (k) Party responsible for calculation of the Interest Amount: Morgan Stanley Capital Services LLC, (the “**Calculation Agent**”) shall be responsible for those duties and functions specified herein in accordance with the provisions of the calculation agency agreement entered into between the Issuer and the Calculation Agent dated 19 October 2018 as amended and/or supplemented from time to time (the “**Calculation Agency Agreement**”). All references to the Calculation Agent shall include any successor or successors to Morgan Stanley Capital Services LLC as Calculation Agent in respect of the Notes.  
  
The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent under the Notes and pursuant to the Calculation Agency Agreement shall (in the absence of manifest error) be final and binding on all parties (including, but not limited to, the Issuer and the Noteholders) and shall be made in its sole discretion in good faith and in a commercially reasonable manner in accordance with the Calculation Agency Agreement. In performing its duties under the Notes, the Calculation Agent shall act in accordance with the Calculation Agency Agreement.
- (l) Party responsible for making any determinations ancillary to or in connection with the calculation of the Interest Amount, including Rate of Interest (if applicable): The Calculation Agent is responsible for determining the Interest Amount applicable to each Interest Period.

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| (m) | Additional provisions relating to the calculation of Interest Amount: | See Annex A hereto |
| (n) | Any amendment to the definition in Condition 4(b)(iii) of Euro-zone:  | Not applicable     |

**PROVISIONS REGARDING PAYMENTS/DELIVERIES**

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| <b>24</b> | Definition of “Payment Day” for the purpose of Condition 6(e) if different to that set out in Condition 6: | Condition 6(e) applies. The additional business centres are London and New York. |
| <b>25</b> | Dual Currency Notes:   | Not Applicable   |
| <b>26</b> | Physically Settled Notes:  | Not Applicable   |

**PROVISIONS REGARDING REDEMPTION/MATURITY**

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|-----------|---|---|
| <b>27</b> | (a) Redemption at Issuer’s option:  | No  |
|           | (b) Redemption at Noteholder’s option:  | No  |
| <b>28</b> | (a) Final Redemption Amount per Specified Denomination ( <i>other than</i> an Indexed or Formula Note where the index or formula applies to the redemption amount): | Not Applicable  |
|           | (b) Final Redemption Amount for each Indexed Note where the Index or Formula applies to the Final Redemption Amount:  | The Final Redemption Amount payable in respect of each Specified Denomination will be calculated by the Calculation Agent on the Determination Date immediately preceding the Maturity Date in accordance with the following formula (subject to the provisions set out in Annex A hereto): |

$$\left[ 100\% + \text{MAX} \left[ \left( \frac{\text{CPI}}{\text{CPI}_0} - 100\% \right), 0\% \right] \right] * \text{EUR } 100,000$$

such amount to be rounded to the nearest whole cent, with 0.5 cent being rounded upwards.

*Where:*

“CPI<sub>0</sub>” means 118.990000; and

“CPI” means, as defined in Annex A hereto, the Inflation Index level as calculated by the Calculation Agent in respect of the Maturity Date.

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| <b>29</b> | Instalment Note:  | Not Applicable   |
| <b>30</b> | Early Redemption Amount for each Note payable on an event of default: | Condition 5(d) applies. The Final Redemption Amount per Specified Denomination as determined in accordance with Paragraph 28(b) above, plus accrued and unpaid |

interest, as determined in accordance with Paragraph 23 (and subject to the provisions set out in Annex A hereto), except that: (i) the level of the Inflation Index shall be determined by the Calculation Agent on the day that is five (5) Calculation Business Days prior to the Early Redemption Date (the “**Early Redemption Determination Date**”) and all references to “Determination Date” shall be deemed to be replaced with “Early Redemption Determination Date” and all references to “Maturity Date” shall be deemed to be replaced with “Early Redemption Date”.

#### DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS

<b>31</b>	Method of distribution:	Non-syndicated
<b>32</b>	If Syndicated, names and addresses of Managers or, if Non-Syndicated name and address of Dealer:	Morgan Stanley & Co. International plc 25 Cabot Square Canary Wharf London E14 4QA
<b>33</b>	Date of Syndication Agreement:	Not Applicable
<b>34</b>	Stabilising Manager(s):	Not Applicable
<b>35</b>	Additional selling restrictions:	Not Applicable
<b>36</b>	Details of additional/alternative clearing system approved by the Issuer and the Agent:	Not Applicable
<b>37</b>	Intended to be held in a manner which would allow Eurosystem eligibility:	Yes.  Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the International Central Securities Depositories as common safekeeper and does not necessarily mean that the Notes 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 satisfactory of the Eurosystem eligibility criteria.
<b>38</b>	Common Code:	255897675
	ISIN Code:	XS2558976754
	CUSIP Number:	Not Applicable
<b>39</b>	Listing:	Application will be made by the Issuer (or on its behalf) for the Notes to be (i) admitted to the Official List of the UK Financial Conduct Authority and to trading on the Regulated Market of the London Stock Exchange plc and (ii) admitted to the Official List of the Luxembourg Stock Exchange and to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange

(Bourse de Luxembourg). However, there can be no assurance that such listing or admission to trading will be successful, or if successful, will continue for the term of the Notes. The Issuer has also applied for the Notes to be displayed on the Luxembourg Green Exchange (LGX) and the London Stock Exchange plc's Sustainable Bond Market (SBM).

**40** In the case of Notes denominated in the currency of a country that subsequently adopts the euro in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union, whether the Note will include a redenomination clause providing for the redenomination of the Specified Currency in euro (a "Redenomination Clause"), and, if so specified, the wording of the Redenomination Clause in full and any wording in respect of redenominalisation and/or consolidation (provided they are fungible) with other Notes denominated in euro.

Not Applicable

**41** Additional Information:

**An investment in the Notes is subject to the risks described below, as well as the risks described under "Risk Factors" in the Offering Circular**

An investment in the Notes is subject to the risks described below, as well as the risks described under "Risk Factors" in the Offering Circular. The Notes are a riskier investment than ordinary fixed rate notes or floating rate notes. Investors should carefully consider whether the Notes are suited to their particular circumstances. Accordingly, prospective investors should consult their financial and legal advisers as to the risks entailed by an investment in the Notes and the suitability of the Notes in light of their particular circumstances.

**Suitability of investment**

An investment in the Notes is only suitable for investors who have the requisite knowledge and experience in financial and business matters to evaluate the information contained in the Offering Circular and this Pricing Supplement, who have made their own independent decision to invest in the Notes and as to whether the Notes are appropriate for them, and who are

capable of bearing the economic risk of an investment in the Notes.

Historical performance of the Inflation Index is not indicative of future performance

The future performance of the Inflation Index cannot be predicted based on its historical performance. The Issuer cannot guarantee the level of the Inflation Index on any of the Determination Dates.

The Rate of Interest on the Notes may not reflect the actual levels of inflation affecting investors.

The Inflation Index is just one measure of inflation and may not reflect the actual levels of inflation affecting investors. Accordingly, an investment in the Notes may not fully offset any inflation actually experienced by investors.

**The language set out under the heading “Use of Proceeds” in the Offering Circular shall be replaced for these Notes by the following:**

The net proceeds of the issuance of the Notes will be used towards the Issuer’s environmental projects in accordance with and subject to the following provisions:

An amount equivalent to the net proceeds of the Notes will be allocated within the Issuer’s Treasury liquidity pool to a portfolio that is separately monitored by the Issuer. So long as any of the Notes are outstanding, if the overall balance of such portfolio exceeds the overall amount of the Issuer’s Green Project Portfolio (as defined below), the remaining balance may only be invested by the Issuer in certificates of deposits, commercial paper, bank deposits, repurchase transactions or other money-market instruments, as determined by the Issuer.

“Green Project Portfolio” means, as determined by the Issuer, the sum of all loans and investments that are funded, in whole or in part, by the Issuer and in respect of which the entire or substantially the entire amount disbursed or invested is directed at, as determined by the Issuer, any of the following areas: energy efficiency, renewable energy, water management, waste management, air pollution prevention and sustainable transport.

Examples of projects in the Green Project Portfolio include, without limitation, financings of:

- Renewable energy projects such as:
  - photovoltaic installations, and production



- of photovoltaic cells/modules;
  - installation of wind turbines; construction of small hydro power plants and mini-hydro cascades; and
  - geothermal and biomass energy facilities,
- Rehabilitation of transmission/distribution facilities to reduce total greenhouse gas (“GHG”) emissions and allow for increased integration of renewable electricity in the grid, e.g. smart distribution networks;
- Modernisation of industrial installations to reduce total GHG emissions and other pollution;
- New technologies that result in significant reductions in GHG emissions;
- Greater efficiency in mass transportation, such as investment in fuel-efficiency (fleet replacement) or more energy efficient infrastructure;
- Methane capture on waste landfills and wastewater treatment plants;
- Rehabilitation of municipal water/wastewater infrastructure to improve drinking water quality and wastewater treatment and reduce water consumption and wastewater discharges;
- Improvements to solid waste management (minimisation, collection, recovery, treatment, recycling, storage and disposal);
- Energy efficiency investments in existing buildings (insulation, lighting, heating/cooling systems);
- Investments to improve efficiency of industrial water use;
- Sustainable and stress-resilient agriculture, including investments in water-efficient irrigation; and
- Sustainable forest management, reforestation, watershed management, and the prevention of deforestation and soil erosion.

The above examples are illustrative only and no assurance can be provided that investments in projects with these specific characteristics will be made.

42 Total Commissions: Not Applicable

This Pricing Supplement comprises the pricing supplement required for issue and admission to trading on the Regulated Market of (i) the London Stock Exchange plc and (ii) the Luxembourg Stock Exchange of the Notes described herein pursuant to the Euro 45,000,000,000 Global Medium Term Note Programme of

European Bank for Reconstruction and Development after the Issue Date as may be agreed between the Dealer and the Issuer.

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in this Pricing Supplement other than the information contained under the heading “UK MiFIR product governance / professional investors and ECPs target market only”.

For and on behalf of

**EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT**

By:



Authorised signatory

## **PART B - OTHER INFORMATION**

- 1 LISTING**
- Application will be made by the Issuer (or on its behalf) for the Notes to be admitted to (i) the Official List of the UK Financial Conduct Authority and to trading on the Regulated Market of the London Stock Exchange plc and (ii) admitted to the Official List of the Luxembourg Stock Exchange and to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange (Bourse de Luxembourg) with effect from 1 December 2022 or as soon as practicable thereafter. The Issuer has also applied for the Notes to be displayed on the Luxembourg Green Exchange (LGX) and the London Stock Exchange plc’s Sustainable Bond Market (SBM).
- However, there can be no assurance that such listing or admission to trading will be successful, or if successful, will continue for the term of the Notes.
- 2 RATINGS**
- The Issuer and/or its debt obligations have been assigned an AAA credit rating from S&P Global Ratings Europe Limited (“**S&P**”), an Aaa credit rating from Moody’s Investors Service Ltd. (“**Moody’s**”) and an AAA credit rating from Fitch Ratings Ltd. (“**Fitch**”). As defined by S&P, an “AAA” rating means that the ability of the Issuer to meet its financial commitment on its obligations is extremely strong. As defined by Moody’s, an “Aaa” rating means that the Issuer’s ability to meet its financial obligations is judged to be of the highest quality, with minimal credit risk. As defined by Fitch, an “AAA” rating denotes the lowest expectation of credit risk and means that the Issuer has an exceptionally strong capacity for timely payment of its financial commitments.
- 3 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE**
- Save as discussed in the section headed “Subscription and Sale” in the Offering Circular, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.
- 4 REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**
- |                                 |   |
|---------------------------------|---|
| (i) Reasons for the offer       | The net proceeds of the issue of the Notes (which is expected to be EUR 10,405,000) will be used as described in the provision above entitled “Additional Information”. |
| (ii) Estimated net proceeds:    | EUR 10,405,000  |
| (iii) Estimated total expenses: | GBP 10,000  |
- 5 YIELD** Not Applicable
- 6 HISTORIC INTEREST RATES** Not Applicable

**7 PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING**

Not Applicable

**8 PERFORMANCE OF RATES OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT**

Not Applicable

## Annex A

### Calculation of Rate of Interest and Fallback Provisions

#### 1. RATE OF INTEREST

The Rate of Interest shall be calculated by the Calculation Agent on the relevant Determination Date, in accordance with the following formula:

$$0.1\% * \frac{CPI}{CPI_0}$$

Where:

“CPI<sub>0</sub>” means 118.990000; and

“CPI” means, in respect of each Interest Payment Date, Maturity Date or Early Redemption Date as applicable, an amount calculated by the Calculation Agent in accordance with the following formula:

$$CPI_3 + \left(\frac{d-1}{D}\right) * [CPI_2 - CPI_3]$$

Where,

“CPI<sub>3</sub>” means the Inflation Index level for the month that is the 3rd calendar month preceding the month in which the relevant Interest Payment Date, Maturity Date or Early Redemption Date as applicable, falls.

“CPI<sub>2</sub>” means the Inflation Index level for the month that is the 2nd calendar month preceding the month in which the relevant Interest Payment Date, Maturity Date or Early Redemption Date as applicable, falls.

“d” is the day of the month on which the relevant Interest Payment Date, Maturity Date or Early Redemption Date as applicable, falls. For the avoidance of doubt, d = 1 unless an Early Redemption Date is determined.

“D” is the total number of calendar days of the month in which the relevant Interest Payment Date, Maturity Date or Early Redemption Date as applicable falls.

“**Inflation Index**” means the EUROSTAT Consumer Price Index (HVPI) (excluding Tobacco) for the Eurozone (ISDA: “EUR – Excluding Tobacco-Non-revised Consumer Price Index”), which means the “Non-revised Index of Consumer Prices excluding Tobacco”, measuring the rate of inflation in the European Monetary Union excluding tobacco, expressed as an index and published by the EUROSTAT (the “**Index Sponsor**”) as published on the Reference Source or any Successor Index.

“**Reference Source**” means Bloomberg Screen Page: CPTFEMU or any successor page as determined as such by the Calculation Agent.

#### 2. FALLBACK PROVISIONS

All payments in respect of the Notes shall be subject to the provisions below.

##### **Index Level Adjustment Correction:**

Subject to “Manifest Error in Publication” below, the first publication or announcement of the level of the Inflation Index (disregarding estimates) by the Index Sponsor for any relevant month for the purposes of calculating an Interest Amount, Final Redemption Amount or Early Redemption Amount as applicable (the “**Relevant Month**”) shall be final and conclusive and later revisions to the level of the Inflation Index for such Relevant Month will not be used in any calculations.

**Delay of Publication:**

If a level of the Inflation Index for a Relevant Month (a “**Relevant Level**”) has not been published or announced by the relevant Determination Date, the Calculation Agent shall determine a Substitute Index Level (in place of such Relevant Level) by using the following methodology:

“**Substitute Index Level**” means, in respect of the relevant Interest Payment Date, Maturity Date or Early Redemption Date as applicable, the Inflation Index level, determined by the Calculation Agent using the following methodology:

Substitute Index Level = Base Level x (Latest Level / Reference Level)

*Where:*

**"Base Level"** means the level of the Inflation Index (excluding any "flash" estimates) published or announced by the Index Sponsor in respect of the month which is 12 calendar months prior to the month for which the Substitute Index Level is being determined.

**"Latest Level"** means the latest level of the Inflation Index (excluding any "flash" estimates) published or announced by the Index Sponsor prior to the month in respect of which the Substitute Index Level is being calculated.

**"Reference Level"** means the level of the Inflation Index (excluding any "flash" estimates) published or announced by the Index Sponsor in respect of the month that is 12 calendar months prior to the month referred to in "Latest Level" above.

If a Relevant Level is published or announced at any time after a relevant Determination Date, such Relevant Level will not be used in any calculations. The Substitute Index Level so determined pursuant to this section, will be the definitive level for that Relevant Month.

**Cessation of Publication:**

If, on a Determination Date, a level for the Inflation Index has not been published or announced for two consecutive months or the Index Sponsor announces that it will no longer continue to publish or announce the Inflation Index then the Calculation Agent shall determine, in a commercially reasonable manner, a Successor Index (in lieu of any previously applicable Inflation Index) by using the following methodology:

- i. If a notice has been given or an announcement has been made by an Index Sponsor, specifying that the Inflation Index will be superseded by a replacement index specified by the Index Sponsor, and the Calculation Agent determines that such replacement index is calculated using the same or substantially similar formula or method of calculation as used in the calculation of the previously applicable index, such replacement index shall be the Inflation Index (a “**Successor Index**”) for purposes of the Notes from the date that such replacement index comes into effect.
- ii. If a Successor Index has not been determined under (i) above, the Calculation Agent shall ask five leading independent dealers to state what the replacement index for the Inflation Index should be. If between four and five responses are received, and of those four or five responses, three or more leading independent dealers state the same index, this index will be deemed the "Successor Index". If three responses are received, and two or more leading independent dealers state the same index, this index will be deemed the "Successor Index". If fewer than three responses are received, the Calculation Agent will determine an appropriate alternative index for such Interest Payment Date, Maturity Date or Early Redemption Date as applicable, and such index will be deemed a "Successor Index".
- iii. If the Calculation Agent determines there is no appropriate alternative index, the Calculation Agent, acting in a commercially reasonable manner and in its sole discretion, will determine an alternative

index for such Interest Payment Date, Maturity Date or Early Redemption Date as applicable, and such index will be deemed a "Successor Index".

“**Successor Index**” shall have the meaning specified and determined in accordance with the methodology set forth above.

**Rebasing of the Inflation Index:**

If the Calculation Agent determines, that the Inflation Index has been or will be rebased at any time, the Inflation Index as so rebased (the “**Rebased Inflation Index**”) will be used for purposes of determining the level of such Inflation Index from the date of such rebasing; provided, however, that the Calculation Agent shall make such adjustments to the levels of the Rebased Inflation Index so that the Rebased Inflation Index levels reflect the same rate of inflation as the Inflation Index before it was rebased.

**Material Modification of the Inflation Index:**

If, on or prior to a Determination Date, the Index Sponsor announces that it will make a material change to the Inflation Index then the Calculation Agent shall make any such adjustments to the Inflation Index necessary for the modified Inflation Index to continue as the Inflation Index.

**Manifest Error in Publication:**

If, within thirty days of publication and prior to any relevant Interest Payment Date or other relevant specified payment date in relation to the Notes, the Calculation Agent determines that the Index Sponsor has corrected the level of the Inflation Index to remedy a manifest error in its original publication, the Calculation Agent will notify the Issuer and the Agent of the correction and the adjusted amount and shall take such other action as it may deem necessary to give effect to such correction. The Agent shall as soon as practicable after such notification by the Calculation Agent (but in no event later than one (1) Business Day after receipt of the aforementioned notice from the Calculation Agent) notify the Noteholders (in accordance with Condition 13) of (i) that correction and (ii) the adjusted amount that is then payable under the Notes as a result of that correction; provided that any amount payable pursuant to the correction shall be paid (with no interest accruing thereon) (a) as an adjustment to the payment obligation on the next scheduled Interest Payment Date, Maturity Date or Early Redemption Date as applicable, or (b) if there is no further scheduled Interest Payment Date, Maturity Date or Early Redemption Date as applicable, no amount will be payable pursuant to the correction.