

PRICING SUPPLEMENT

1st May, 2001

**European Bank for Reconstruction and Development
Australian Dollar 225,000,000 Zero Coupon Notes due 10th February, 2028
issued pursuant to a Euro Medium Term Note Programme (the "Notes")
(to be consolidated and form a single series with the initial Australian Dollar 1,000,000,000
Zero Coupon Notes due 10th February, 2028 issued on 10th February, 1998)**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions. A further explanation of such terms is set out in the Prospectus in the section headed "Issue Procedures".

SUMMARY OF THE NOTES

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| 1. | Specified Currency: | Australian Dollar ("A\$") being the lawful currency of the Commonwealth of Australia |
| 2. | Nominal Amount: | A\$225,000,000 |
| 3. | Type of Note: | Zero Coupon Notes |
| 4. | Issue Date: | 3rd May, 2001 |
| 5. | Issue Price: | 19.74 per cent. |
| 6. | Maturity Date: | 10th February, 2028 |
| 7. | Fungible with initial Notes: | Yes |

Fungible with the initial issue of A\$1,000,000,000 Zero Coupon Notes due 10th February, 2028 issued on 10th February, 1998 (the "Tranche 1 Notes") which are represented by two Registered Global Notes, one in respect of interests in such Notes held through Euroclear and Clearstream, Luxembourg and one in respect of interests held through the DTC. Due to the buyback and cancellation by the Issuer of A\$386,760,000 in November 1998, the currently outstanding amount of Tranche 1 Notes is A\$613,240,000. The Security Codes for the Tranche 1 Notes are, ISIN: XS0084124725, Common Code: 8412472 and CUSIP Number: 29874QAG9. The Notes will become fungible with the Tranche 1

Notes on 3rd May, 2001 and the total outstanding amount of the Notes is A\$838,240,000.

8. Pricing Supplement to be read in conjunction with Prospectus dated: 1st September, 2000

FORM OF THE NOTES

9. Form of Note: Two Registered Global Notes, one in respect of interests in the Notes held through Euroclear and Clearstream, Luxembourg (the "Euroclear/Clearstream Registered Global Note") and one in respect of interests in the Notes held through the DTC (the "DTC Registered Global Note").
10. Specified Denomination: A\$10,000 and multiples thereof
11. Exchange of Bearer Notes: N/A
12. (a) Talons for future Coupons to be attached to definitive Bearer Notes: N/A
- (b) Date(s) on which the Talons mature: N/A
13. (a) Registered holder of Registered Global Notes: Euroclear/Clearstream Registered Global Note: Citivic Nominees Limited as Euroclear Bank S.A./N.V and Clearstream Banking société anonyme's nominee
- DTC Registered Global Note: Cede & Co. as DTC's nominee
- (b) Exchange of Registered Global Notes: The Registered Global Notes shall be exchangeable in whole or in part for Registered Definitive Notes only in the following circumstances:
- (i) upon the occurrence of an Event of Default;
- (ii) if Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or has announced an intention permanently to cease business or has in fact done

so and no alternative clearing system is available; or

- (iii) if DTC notifies the Issuer that it is no longer willing or able to discharge properly its responsibilities as depositary with respect to the DTC Registered Global Note or ceases to be a "clearing agency" registered under the United States Securities Exchange Act of 1934, as amended, or is at any time no longer eligible to act as such, and the Issuer is unable to locate a qualified successor within 90 days of receiving notice of such ineligibility on the part of DTC and the Registrar has received a notice from Cede & Co. requesting an exchange of a specified amount of the DTC Registered Global Note for Registered Definitive Notes.

For this purpose, the fifth paragraph of the Registered Global Notes shall be deemed to be amended accordingly.

PROVISIONS RELATING TO INITIAL PAYMENT

14. Partly Paid Notes: No

PROVISIONS RELATING TO INTEREST

15. Interest Commencement Date: N/A

Fixed Rate Notes:

16. (a) Fixed Rate(s) of Interest: N/A
 (b) Fixed Interest Date: N/A
 (c) Initial Broken Amount per denomination: N/A
 (d) Final Broken Amount per denomination: N/A
 (e) Fixed Day Count Fraction: N/A
 (f) Business Day Convention: N/A

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| (g) | Business Day Definition if different from that in Condition 4(a)(iii): | N/A |
| (h) | Calculation of interest to be adjusted in accordance with Business Day Convention specified above: | N/A |

Zero Coupon Notes:

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|-----|---|---------------------------|
| 17. | (a) Accrual Yield: | 6.455 per cent. per annum |
| | (b) Reference Price: | 15.31 per cent. |
| | (c) Other formula or basis for determining Amortised Face Amount: | N/A |

Floating Rate Notes and Indexed Notes:

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| 18. | (a) Manner in which Rate of Interest is to be determined: | N/A |
| | (b) Margin(s): | N/A |
| | (c) Minimum Interest Rate (if any): | N/A |
| | (d) Maximum Interest Rate (if any): | N/A |
| | (e) Floating Day Count Fraction: | N/A |
| 19. | If ISDA Determination: | |
| | (a) Floating Rate Option: | N/A |
| | (b) Designed Maturity: | N/A |
| | (c) Reset Date: | N/A |
| 20. | If Screen Rate Determination: | |
| | (a) Reference Rate: | N/A |
| | (b) Relevant Screen Page: | N/A |
| | (c) Interest Determination Date: | N/A |
| 21. | If Indexed: | |
| | | N/A |

22. If Rate of Interest not to be determined by ISDA or Screen Rate Determination or by reference to an Index or Formula: N/A

23. **General Provisions for Floating Rate Notes and Indexed Notes:**

(a) Specified Period (and, in the case of Notes where the Interest Payment Date(s) are fixed, the Interest Payment Date(s)): N/A

(b) Business Day Convention: N/A

(c) Business Day definition if different from that in Condition 4(b)(i): N/A

(d) Terms relating to calculation of Interest Amount: N/A

(e) Party responsible for calculation of interest: N/A

(f) Any amendment to the definition in Condition 4(b)(iii) of Euro-Zone: N/A

PROVISIONS REGARDING PAYMENTS/DELIVERIES

24. Definition of "Payment Business Day" for the purpose of Condition 6(e) if different to that set out in Condition 6: "Payment Business Day" means any day on which banks are open for business in London, New York and Sydney and in the relevant place of presentation.

25. Dual Currency Notes: N/A

26. Physically Settled Notes: N/A

PROVISIONS REGARDING REDEMPTION/MATURITY

27. (a) Redemption at Issuer's option: No

(b) Redemption at Noteholder's option: No

28. (a) Final Redemption Amount for each Note (*other than* an Indexed or Formula Note where the index or formula applies to the redemption amount): 100 per cent. of the nominal amount


- Corporations Regulations and any other applicable laws.
35. Details of additional/alternative clearing system approved by the Issuer and the Agent: None
36. Common Code: 8412472
 ISIN Code: XS0084124725
 CUSIP Number: 29874QAG9
37. Listing: Official List of the UK Listing Authority and trading on the London Stock Exchange.
38. 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 Notes 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. N/A
39. Additional Information:
- (a) Interests in the Euroclear/Clearstream Registered Global Note may be transferred to DTC Participants and interests in the DTC Registered Global Note may be transferred to Euroclear Participants or Clearstream, Luxembourg Participants on the terms described in Appendix A.
 - (b) Condition 12 of the Notes is amended by deleting the third sentence of that Condition.
 - (c) Condition 13(c) of the Notes is amended by deleting all references to "(in the case of Registered Notes)" and "(in the case of Bearer Notes)" and replacing them with, respectively, "(in the case of the DTC Registered Global Note)" and "(in the case of the

Euroclear/Clearstream Registered Global Note)". The last sentence of Condition 13(c) shall be amended to the effect that notice to the Noteholders shall be deemed to be given on the seventh day (or such other period as may be specified in the applicable Pricing Supplement) after the day on which the said notice was given to The Depository Trust Company (in the case of the DTC Registered Global Note) or to Euroclear and Clearstream, Luxembourg (in the case of the Euroclear/Clearstream Registered Global Note).

- (d) The European Union is currently considering proposals for a new directive regarding the taxation of savings income. Subject to a number of important conditions being met, it is proposed that Member States will be required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to an individual resident in that other Member State, subject to the right of certain Member States to opt instead for a withholding system for a transitional period in relation to such payments.
- (e) All references in the Terms and Conditions to Morgan Guaranty Trust Company of New York, Brussels Office, as operator of the Euroclear System, shall be deemed to be references to Euroclear Bank S.A./N.V.

For and on behalf of

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

By:  Authorised signatory

