

## PRICING SUPPLEMENT

26 February 2016

**European Bank for Reconstruction and Development  
ZAR 370,000,000 7.15 per cent. Environmental Sustainability Notes due 19 February 2019  
issued pursuant to a Global Medium Term Note Programme**

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. 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, One Exchange Square, London EC2A 2JN, United Kingdom.

### SUMMARY OF THE NOTES

- |    |                               |   |
|----|-------------------------------|---|
| 1. | Specified Currency:           | South African Rand ("ZAR"), meaning the lawful currency of the Republic of South Africa, subject to the provisions set out in the Annex hereto. |
| 2. | Nominal Amount:               | ZAR 370,000,000   |
| 3. | Type of Note:                 | Fixed Rate  |
| 4. | Issue Date:                   | 1 March 2016  |
| 5. | Issue Price:                  | 99.98 per cent. of the Nominal Amount   |
| 6. | Maturity Date:                | 19 February 2019, subject to the provisions set out in the Annex hereto.  |
| 7. | Fungible with existing Notes: | No  |

### FORM OF THE NOTES

- |     |  |   |
|-----|--|---|
| 8.  | Form of Note:  | Bearer  |
| 9.  | New Global Note:   | No  |
| 10. | Specified Denomination(s):   | ZAR 10,000  |
| 11. | 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. |
| 12. | (a) Talons for future Coupons to be attached to definitive Bearer Notes: | No  |
|     | (b) Date(s) on which the Talons mature:                                  | Not Applicable  |

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|-----|-----|---|----------------|
| 13. | (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**

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|-----|--------------------|----|
| 14. | Partly Paid Notes: | No |
|-----|--------------------|----|

**PROVISIONS RELATING TO INTEREST**

- |     |                             |            |
|-----|-----------------------------|------------|
| 15. | Interest Commencement Date: | Issue Date |
|-----|-----------------------------|------------|

**Fixed Rate Notes:**

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|-----|-----|--|---|
| 16. | (a) | Fixed Rate(s) of Interest:   | 7.15 per cent. per annum payable semi-annually in arrear.<br><br>For the avoidance of doubt, ZAR 357.50 per Specified Denomination shall be payable on each Fixed Interest Date (except in respect of the first Fixed Interest Date for which the relevant amount due and payable shall be as described below). |
|     | (b) | Fixed Interest Date(s):  | 19 February and 19 August in each year, from and including 19 August 2016 up to and including the Maturity Date, subject to the provisions set out in the Annex hereto.   |
|     | (c) | Initial Broken Amount per Specified Denomination:  | ZAR 333.67 per Specified Denomination shall be payable on the first Fixed Interest Date, scheduled to fall on 19 August 2016.   |
|     | (d) | Final Broken Amount per Specified Denomination:  | Not Applicable  |
|     | (e) | Fixed Day Count Fraction:  | 30/360  |
|     | (f) | Business Day Convention:   | Modified Following Business Day Convention  |
|     | (g) | Business Day definition if different from that in Condition 4(a)(iii):                             | Condition 4(a)(iii) applies and, for the avoidance of doubt, Johannesburg shall be the principal financial centre. London and New York City shall be additional business centres.   |
|     | (h) | Calculation of interest to be adjusted in accordance with Business Day Convention specified above: | No  |

**Zero Coupon Notes:**

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|-----|-----|------------------|----------------|
| 17. | (a) | Accrual Yield:   | Not Applicable |
|     | (b) | Reference Price: | Not Applicable |

- |     |  |                |
|-----|--|----------------|
| (c) | Other formula or basis for determining Amortised Face Amount:                | Not Applicable |
| (d) | Business Day Convention:   | Not Applicable |
| (e) | Day Count Fraction in relation to Early Redemption Amounts and late payment: | Not Applicable |

**Floating Rate Notes and Indexed Notes**

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|-----|---|----------------|
| 18. | (a) Manner in which Rate of Interest is to be determined:   | Not Applicable |
|     | (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:  | Not Applicable |
| 19. | If ISDA Determination:  | Not Applicable |
| 20. | If Screen Rate Determination:   | Not Applicable |
| 21. | If Indexed:   | Not Applicable |
| 22. | If Rate of Interest not to be determined by ISDA or Screen Rate Determination or by reference to an Index or Formula: | Not Applicable |
| 23. | General Provisions for Floating Rate Notes and Indexed Notes:   | Not Applicable |

**PROVISIONS REGARDING PAYMENTS/DELIVERIES**

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|-----|--|--|
| 24. | Definition of "Payment Day" for the purpose of Condition 6(e) if different to that set out in Condition 6: | Condition 6(e) applies, subject to the provisions of the Annex hereto. |
| 25. | Dual Currency Notes:   | Not Applicable   |
| 26. | Physically Settled Notes:  | Not Applicable   |

**PROVISIONS REGARDING REDEMPTION/MATURITY**

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|-----|--|----|
| 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. per Specified Denomination, subject to the provisions set out in the Annex hereto.
- (b) Final Redemption Amount for each Indexed Note where the Index or Formula applies to the Final Redemption Amount: Not Applicable
29. Instalment Note: Not Applicable
30. Early Redemption Amount for each Note payable on an event of default: Condition 5(d) applies, subject to the provisions of the Annex hereto.

### **DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS**

31. Method of distribution: Non-syndicated
32. If syndicated, names and addresses of Managers or, if Non-syndicated name and address of Dealer: SMBC Nikko Capital Markets Limited  
One New Change  
London  
EC4M 9AF
33. Date of Syndication Agreement: Not Applicable
34. Stabilising Manager(s) None
35. Additional selling restrictions: In addition to the restrictions set out under the heading "Subscription and Sale" in the Offering Circular, the following shall apply:

#### **Republic of South Africa:**

The Dealer has agreed that it has not and will not offer for sale or subscription or sell any Notes, directly or indirectly, within the Republic of South Africa or to any person or corporate or other entity resident in the Republic of South Africa except (a) in accordance with the exchange control regulations of the Republic of South Africa and (b) to any entity resident or within the Republic of South Africa in accordance with the Commercial Paper regulations and the Companies Act 2008 and the Financial Advisory and Intermediary Services Act 2002.

#### **Japan:**

A secondary distribution of Notes is scheduled to be made in Japan.

The Notes may not be offered or sold, directly or indirectly, in Japan or to a resident of Japan except

pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Financial Instruments and Exchange Law of Japan and other relevant laws and regulations of Japan. For the purposes of this paragraph, “resident of Japan” means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

36. Details of additional/alternative clearing system approved by the Issuer and the Agent: Euroclear and Clearstream, Luxembourg only
37. Intended to be held in a manner which would allow Eurosystem eligibility: No
38. Common Code: 136847007  
 ISIN Code: XS1368470073  
 CUSIP Number: Not Applicable
39. Listing: None
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 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. Not Applicable
41. Additional Information: (a) The provisions set out in the Annex shall apply to the Terms and Conditions in accordance herewith.  
 (b) The language set out under the heading Use of Proceeds in the Offering Circular shall be replaced for these Notes by the following:  
 The proceeds of the Notes issuance 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 these Notes is 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 shall mean, as determined by the Issuer, the sum of all loans and equity 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, clean energy, water management, waste management, sustainable living, environmental services, and sustainable public 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 mini-hydro cascades;
  - geothermal and biomass facilities
- Rehabilitation of transmission/distribution facilities to reduce total greenhouse gas ("GHG") emissions
- Modernisation of industrial installations to reduce total GHG emissions
- New technologies that result in significant reductions in total GHG emissions, e.g. smart distribution networks
- Greater efficiency in mass transportation, such as investment in fuel-efficiency (fleet replacement) or more energy efficient infrastructure

- Methane capture on waste landfills and waste water treatment plants
- Rehabilitation of municipal water/waste water infrastructure to improve drinking water quality and wastewater treatment and reduce water consumption and waste water 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
- 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

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

For and on behalf of

**EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT**



By: *C. L. Smith*  
Duly Authorised Officer

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CITIBANK, N.A.  
(as Agent)

**Annex**  
**Settlement Disruption Event and Fallback Provisions**

All payments in respect of the Notes will be made in ZAR, subject to the occurrence of a Settlement Disruption Event (as defined below) and will in all cases be subject to any fiscal or other laws applicable thereto.

If the Calculation Agent (as defined below) determines (in its sole discretion acting in good faith and in a commercially reasonable manner) that a Settlement Disruption Event has occurred or is subsisting during the Determination Period (as defined below):

- A. The Calculation Agent shall notify the Issuer and the Agent of its determination as soon as practicable after making such determination (but in no event later than 8.00 a.m. London time one (1) Business Day after the last day of the Determination Period) whereupon the Agent shall as soon as practicable thereafter (but in no event later than one (1) Business Day after receipt of the aforementioned notice from the Calculation Agent) notify the Noteholders thereof (in accordance with Condition 13 of the Notes), and
- B. Noteholders will not be entitled to any amounts in respect of the Notes until the earlier to occur of (i) the day falling two Business Days after the day on which the Issuer is notified by the Calculation Agent that a Settlement Disruption Event no longer subsists and (ii) the Postponed Fixed Interest Date (as defined below), the Postponed Maturity Date (as defined below), or the Postponed Early Redemption Date (as defined below), as the case may be.

If a Settlement Disruption Event no longer subsists, the Calculation Agent shall notify the Issuer and the Agent thereof as soon as practicable on or after the Business Day on which the Settlement Disruption Event no longer subsists (but in no event later than one (1) Business Day thereafter) whereupon the Agent shall as soon as practicable thereafter (but in no event later than one (1) Business Day after receipt of the aforementioned notice from the Calculation Agent) notify the Noteholders thereof (in accordance with Condition 13 of the Notes).

If any amount is to be paid on a Postponed Fixed Interest Date, Postponed Maturity Date or Postponed Early Redemption Date (as the case may be), regardless of whether a Settlement Disruption Event is still subsisting at such time, payment shall be made in United States Dollars ("USD") and shall be calculated by the Calculation Agent (and promptly notified to the Agent and the Issuer (but in no event later than two Business Days before the Postponed Fixed Interest Date, Postponed Maturity Date or Postponed Early Redemption Date (as the case may be)) in an amount per Specified Denomination which shall be produced by the following provisions, such amount to be rounded to the nearest whole cent (with 0.5 cent being rounded upwards):

$$[\text{Relevant ZAR Amount} \div \text{Exchange Rate}]$$

For the avoidance of doubt, no additional amounts shall be payable by the Issuer in respect of any delay in payment beyond the originally scheduled Fixed Interest Date, Maturity Date, or as the case may be, Early Redemption Date (in each case, as adjusted, if appropriate, in accordance with the Modified Following Business Day Convention) to the Postponed Fixed Interest Date, Postponed Maturity Date or Postponed Early Redemption Date (as appropriate) because of the operation of the provisions of this Annex.

For the purposes of these provisions:

**"Business Day"** means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London, New York City and Johannesburg.

**"Calculation Agent"** means SMBC Nikko Capital Markets Limited in accordance with the provisions of the Calculation Agency Agreement entered into between the Issuer and the Calculation Agent dated 19 July 2013 (as amended and/or supplemented from time to time). All references to the Calculation Agent shall include any successor or successors to SMBC Nikko Capital Markets Limited 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;

**“Determination Period”** means (i) in relation to any Fixed Interest Date, the period which falls between five and three Business Days (inclusive) preceding any relevant Fixed Interest Date, as adjusted in accordance with the Modified Following Business Day Convention; (ii) in relation to the Maturity Date, the period which falls between five and three Business Days (inclusive) preceding the Maturity Date, as adjusted in accordance with the Modified Following Business Day Convention; and (iii) in relation to any Early Redemption Date, as adjusted in accordance with the Modified Following Business Day Convention, the period which falls between five and three Business Days (inclusive) preceding any Early Redemption Date, as the case may be;

**“Exchange Rate”** means the average of such firm quotes (expressed in ZAR per 1 USD) as the Calculation Agent is able to obtain from the Reference Dealers at or about 11.00 a.m. London Time for the sale of ZAR and the purchase of USD, on the day falling two Business Days prior to the Postponed Fixed Interest Date, Postponed Early Redemption Date (if any) or the Postponed Maturity Date (as the case may be). The highest and lowest of such quotes will be disregarded and the arithmetic mean of the remaining quotations shall be the Exchange Rate, provided, however, that if fewer than four (but at least two) Reference Dealers provide such a firm quote then the average of the quotes actually obtained shall apply. If only one Reference Dealer provides a firm quote then such quote shall apply, and if no Reference Dealer provides such a firm quote, then the Calculation Agent, acting in good faith and in a commercially reasonable manner, shall establish the Exchange Rate in its sole discretion, which may result in an exchange rate of zero;

**“Postponed Early Redemption Date”** means the tenth Business Day following the Early Redemption Date (if any);

**“Postponed Fixed Interest Date”** means the tenth Business Day following the originally scheduled Fixed Interest Date;

**“Postponed Maturity Date”** means the tenth Business Day following the originally scheduled Maturity Date;

**“Reference Dealers”** means five leading dealers, banks or banking corporations, which deal in the ZAR/USD exchange market, selected by the Calculation Agent in its sole discretion, acting in good faith and in a commercially reasonable manner;

**“Relevant ZAR Amount”** means the ZAR amount per Specified Denomination which would have been payable on the relevant date if the Settlement Disruption Event had not occurred; and

**“Settlement Disruption Event”** means each of the following events, as determined by the Calculation Agent in its sole discretion acting in good faith and in a commercially reasonable manner:

- (a) the imposition of laws or regulations by the Central Banking Authority or other legislative, governmental or regulatory authority of Republic of South Africa which (i) require non-residents of Republic of South Africa to obtain permission from such Central Banking Authority or other authority to obtain ZAR, or (ii) otherwise restrict a non-resident’s ability to obtain ZAR or (iii) otherwise regulate the purchase or holding of ZAR such that costs are imposed in obtaining ZAR which would not be imposed in the absence of such regulations, or (iv) has the direct or indirect effect of hindering, limiting or restricting the transfer of ZAR from Republic of South Africa to recipients resident in another country; and
- (b) Euroclear and/or Clearstream, Luxembourg suspend or cease acceptance of ZAR as a settlement currency.