

## PRICING SUPPLEMENT

21 September 2016

**European Bank for Reconstruction and Development**  
**INR 600,000,000 5.00 per cent Environmental Sustainability Notes due 15 March 2019**  
**(the "Notes")**  
**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 at One Exchange Square, London, EC2A 2JN, United Kingdom.

### SUMMARY OF THE NOTES

1	Specified Currency:	Indian Rupee ("INR"), the lawful currency of the Republic of India, provided that all payments in respect of the Notes will be made in Japanese Yen ("JPY") in accordance with the Annex hereto.
2	Nominal Amount:	INR 600,000,000
3	Type of Note:	Fixed Rate
4	Issue Date:	23 September 2016
5	Issue Price:	100 per cent. of the Nominal Amount
6	Maturity Date:	15 March 2019, subject to the Price Source Disruption Event and the fall back provisions 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):	INR 100,000
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 |
| 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**

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

**PROVISIONS RELATING TO INTEREST**

- |    |                             |                   |
|----|-----------------------------|-------------------|
| 15 | Interest Commencement Date: | 26 September 2016 |
|----|-----------------------------|-------------------|

**Fixed Rate Notes:**

- |    |     |   |  |
|----|-----|---|--|
| 16 | (a) | Fixed Rate(s) of Interest:  | 5.00 per cent. per annum (payable semi-annually in arrear).<br><br>For the avoidance of doubt, an amount equal to INR 2,500.00 per Specified Denomination (the " <b>Fixed Interest Amount</b> ") 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), provided that the Fixed Interest Amount shall be payable in JPY, as further described in the Annex hereto. |
|    | (b) | Fixed Interest Date(s):   | 15 March and 15 September in each year, from and including 15 March 2017 up to and including the Maturity Date, subject to the provisions set out in the Annex hereto.   |
|    | (c) | Initial Broken Amount per Specified Denomination:                                 | An amount equal to INR 2,347.22 per Specified Denomination will be payable on the Fixed Interest Date scheduled to fall on 15 March 2017, provided that the Initial Broken Amount shall be payable in JPY, as further described in the Annex hereto.   |
|    | (d) | Final Broken Amount per Specified Denomination:                                   | Not Applicable   |
|    | (e) | Fixed Day Count Fraction:   | 30/360   |
|    | (f) | Business Day Convention:  | Modified Following Business Day  |
|    | (g) | Business Day definition if different from that in Condition 4(a)(iii):            | Condition 4(a)(iii) applies and for the avoidance of doubt, Mumbai shall be the principal financial centre. Tokyo, London and New York City shall be additional business centres.  |
|    | (h) | Calculation of interest to be adjusted in accordance with Business Day Convention | No   |

specified above:

17	<b>Zero Coupon Notes:</b>	Not applicable
18	<b>Floating Rate Notes and Indexed Notes:</b>	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**

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 and, for the avoidance of doubt, Mumbai shall be the principal financial centre. Tokyo, London and New York City shall be additional business centres.
25	Dual Currency Notes:	Not applicable
26	Physically Settled Notes:	Not applicable

#### **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 ( <i>other than</i> an Indexed or Formula Note where the index or formula applies to the redemption amount):	100.00 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 9 applies, subject to the provisions set out in 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:	HSBC Bank plc 8 Canada Square London E14 5HQ United Kingdom

33	Date of Syndication Agreement:	Not Applicable
34	Stabilising Manager(s):	None
35	Additional selling restrictions:	<p><b>The Republic of India:</b></p> <p>The Dealer acknowledges that neither the Offering Circular nor this Pricing Supplement will be registered as a prospectus with the Registrar of Companies in the Republic of India and the Notes will not be offered or sold in the Republic of India. Neither the Notes nor the Offering Circular, this Pricing Supplement nor any other offering document or material relating to the Notes shall be marketed or sold, directly or indirectly, in the Republic of India to any person who may be a resident or non-resident; or outside the Republic of India to any person who is a resident of the Republic of India. The Notes shall not be sold to any entity that is regulated by the Indian government or political subdivision thereof; any department, agency or body of the Indian government or political subdivision thereof; any regulatory authority, including the Reserve Bank of India and the Securities Exchange Board of India and such entity is not entering into any contract where it may derive any ownership or economic or any other interest from or in such Notes.</p> <p><b>Japan:</b></p> <p>A secondary distribution of the 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.</p>
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:	148104344
	ISIN Code:	XS1481043443
	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: The provisions set out in the Annex hereto shall apply to the Terms and Conditions in accordance herewith.
- 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 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"** 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:   

Duly Authorised Officer

## ANNEX

### Calculation of Fixed Interest Amount, Early Redemption Amount and Final Redemption Amount

The Final Redemption Amount or the Early Redemption Amount, as applicable, per Specified Denomination (as determined by the Calculation Agent on the applicable Rate Fixing Date) will be payable in JPY on the Maturity Date or Early Redemption Date as follows:

Specified Denomination x Reference Rate

Provided that the resultant amount shall be rounded to the nearest whole JPY (with JPY 0.5 being rounded up).

The Fixed Interest Amount and Initial Broken Amount per Specified Denomination (as determined by the Calculation Agent on the applicable Rate Fixing Date) will be payable in JPY on the relevant Fixed Interest Date as follows:

In case of the Fixed Interest Amount

INR 2,500.00 x Reference Rate

In case of the Initial Broken Amount

INR 2,347.22 x Reference Rate

Provided that the resultant amounts shall be rounded to the nearest whole JPY (with JPY 0.5 being rounded up).

The Calculation Agent shall notify the Issuer, the Agent and the Noteholders of its determination of the Early Redemption Amount, Final Redemption Amount, Fixed Interest Amount and the Initial Broken Amount payable per Specified Denomination on the Early Redemption Date, Maturity Date or relevant Fixed Interest Date (as applicable), as soon as practicable after such determination (but in no event later than the Business Day immediately following the relevant Rate Fixing Date).

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 the business centre(s) specified or, if no business centre is specified, in Tokyo, London, New York City and Mumbai;

**“Calculation Agent”** means HSBC Bank plc in accordance with the provisions of the Calculation Agency Agreement entered between the Issuer and the Calculation Agent dated 23 June 2004 (as amended and/or supplemented from time to time). All references to the Calculation Agent shall include any successor(s) to HSBC Bank plc as Calculation Agent in respect of the Notes;

**“Early Redemption Date”** means the date on which the Notes become due and payable pursuant to Condition 9;

**“INR RBIC Rate”** means the JPY/INR foreign exchange rate expressed as the amount of INR per 100 units of JPY published on the Reuters Screen page “RBIC” (or its successor page for the purpose of displaying such rate) at approximately 1:30 p.m., Mumbai Time, on the applicable Rate Fixing Date;

**“Postponed Early Redemption Date”** means the tenth (10th) Business Day following the Early Redemption Date (if any);



**"Postponed Fixed Interest Date"** means the tenth (10th) Business Day following the originally scheduled Fixed Interest Date;

**"Postponed Maturity Date"** means the tenth (10th) Business Day following the originally scheduled Maturity Date;

**"Price Source Disruption Event"**: If the INR RBIC Rate is not available for any reason on Reuters Screen page "RBIC" or on any successor page on any Rate Fixing Date, then the Calculation Agent shall determine that a price source disruption event (a "Price Source Disruption Event") has occurred, and shall promptly inform the Issuer and Agent of such occurrence. Following the determination of the occurrence of a Price Source Disruption Event, Noteholders will not be entitled to any amounts in respect of the Notes until the earlier to occur of (i) the day falling five Business Days after the day on which the Issuer is notified by the Calculation Agent that a Price Source Disruption Event no longer subsists and (ii) the Postponed Fixed Interest Date, Postponed Early Redemption Date or the Postponed Maturity Date, as the case may be. If on the tenth Business Day following the original Rate Fixing Date, Reuters Screen page "RBIC" (or its successor page) is still unavailable then the Reference Rate shall be the average of such firm quotes (expressed as the amount of JPY per one INR) from the Reference Dealers as the Calculation Agent is able to obtain for the sale of INR and the purchase of JPY at or about 1:30 p.m., Mumbai time, on the applicable Rate Fixing Date, for settlement two Mumbai Business Days thereafter, provided, however, that if fewer than four (but at least two) Reference Dealers provide such firm quotes then the average of the quotes actually obtained shall apply and, if none, or only one of the Reference Dealers provides such a firm quote, the Reference Rate will be determined by the Calculation Agent in its sole discretion, acting in good faith and in a commercially reasonable manner, and shall be final and binding on the Issuer, the Paying Agent and the Noteholders in the absence of manifest error, wilful default or fraud.

**"Rate Fixing Date"** means the date which is five (5) Business Days before the applicable Fixed Interest Date, Maturity Date or Early Redemption Date (if any). If a Price Source Disruption Event occurs or otherwise subsists on such day, the Rate Fixing Date shall be the earlier of (i) the Business Day on which the Issuer is notified by the Calculation Agent that a Price Source Disruption Event no longer subsists and (ii) the day which is five (5) Business Days before the applicable Postponed Early Redemption Date (if any), Postponed Fixed Interest Date or Postponed Maturity Date, as the case may be;

**"Reference Dealers"** means four (4) leading dealers, banks or banking corporations which regularly deal in the INR/JPY exchange market, as selected by the Calculation Agent, in its sole discretion, acting in good faith and in a commercially reasonable manner; and

**"Reference Rate"** means the INR/JPY exchange rate, expressed as the amount of JPY per one INR, determined by the Calculation Agent in accordance with the following formula:

$$100 / \text{INR RBIC Rate}$$

provided that, the resultant amount shall be rounded to the nearest third decimal place (with 0.0005 being rounded up).