

Pricing Supplement

26 April 2017

**European Bank for Reconstruction and Development
GEL 120,000,000 Floating Rate Notes due 28 April 2022 (the “Notes”)
issued pursuant to a Global Medium Term Note Programme**

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

SUMMARY OF THE NOTES

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|----|-------------------------------|--|
| 1. | Specified Currency: | Georgian Lari (“GEL”), the lawful currency of Georgia |
| 2. | Nominal Amount: | GEL 120,000,000 |
| 3. | Type of Note: | Floating Rate |
| 4. | Issue Date: | 28 April 2017 |
| 5. | Issue Price: | 100.00 per cent. of the Nominal Amount |
| 6. | Maturity Date: | 28 April 2022, subject to adjustment in accordance with the Following Business Day Convention and the provisions set out in Annex A hereto |
| 7. | Fungible with existing Notes: | No |

FORM OF THE NOTES

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| 8. | Form of Note: | Registered |
| 9. | New Global Note: | No |
| 10. | Specified Denomination: | GEL 1,000,000 |
| 11. | Exchange of Bearer Notes: | Not applicable |
| 12. | (a) Talons for future Coupons to be attached to definitive Bearer Notes: | Not Applicable |
| | (b) Date(s) on which the Talons mature: | Not Applicable |

13. (a) Depository for and registered holder of Registered Global Note: Registered Global Note to be deposited with a common depository for Euroclear and Clearstream, Luxembourg and registered in the name of Citivic Nominees Limited as nominee for the common depository.
- (b) Exchange of Registered Global Note: Registered Global Note will only be exchangeable for definitive Registered Notes upon 45 days' written notice in the limited circumstances as described on page 42 of the Offering Circular.

PROVISIONS RELATING TO INITIAL PAYMENT

14. Partly Paid Notes No

PROVISIONS RELATING TO INTEREST

15. Interest Commencement Date: 28 April 2017
16. Fixed Rate Notes: Not Applicable
17. Zero Coupon Notes: Not Applicable
18. Floating Rate Notes and Indexed Notes: Applicable. See the provisions set out in Annex A and Annex B hereto
- (a) Manner in which Rate of Interest is to be determined: Screen Rate Determination
- (b) Margin(s): Minus 0.01 per cent
- (c) Minimum Rate of Interest (if any): Not Applicable
- (d) Maximum Rate of Interest (if any): Not Applicable
- (e) Floating Day Count Fraction: Actual/365
19. If Screen Rate Determination:
- (a) Reference Rate: 3-month-GEL- NBG CD (as defined in Annex B hereto)
- (b) Relevant Screen Page: CD-NBG Screen Page (as defined in Annex B hereto)
- (c) Interest Determination Date: In respect of an Interest Period, the day falling two Business Days prior to the commencement of each respective Interest Period
20. General Provisions for Floating Rate Notes and Indexed Notes:
- (a) Specified Period (or, in the Interest Payment Dates are 28 January, 28 April, 28 July and 28 October in each year

<p>case of Notes where the Interest Payment Date(s) are fixed, the Interest Payment Date(s):</p>	<p>commencing on 28 July 2017 and ending on the Maturity Date, subject to adjustment in accordance with the Business Day Convention and the provisions set out in Annex A hereto</p>
<p>(b) Business Day Convention:</p>	<p>Following Business Day Convention</p>
<p>(c) Business Day definition if different from that in Condition 4(b)(i):</p>	<p>Condition 4(b)(i) applies (and for the avoidance of doubt, Tbilisi shall be the principal business centre). London and New York City shall be additional business centres</p>
<p>(d) Calculation of interest to be adjusted in accordance with Business Day Convention specified above:</p>	<p>Yes</p>
<p>(e) Terms relating to calculation of Interest Amount:</p>	<p>As set out in Annex B hereto</p>
<p>(f) Party responsible for calculation of the Interest Amount:</p>	<p>JSC TBC Bank (the “Calculation Agent”)</p>
<p>(g) Party responsible for making any determinations ancillary to or in connection with the calculation of the Interest Amount, including Rate of Interest (if applicable):</p>	<p>The Calculation Agent is responsible for determining the Rate of Interest applicable to each Interest Period and shall be responsible for those duties and functions specified herein in accordance with the provisions of a calculation agency agreement entered into between the Issuer and the Calculation Agent dated 20 April 2017, 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 JSC TBC Bank as Calculation Agent in respect of the Notes.</p>
<p>(h) Any amendment to the definition in Condition 4(b)(iii) of Euro-zone:</p>	<p>Not Applicable</p>

PROVISIONS REGARDING PAYMENTS/DELIVERIES

<p>21. Definition of “Payment Day” for the purpose of Condition 6(e) if different to that set out in Condition 6:</p>	<p>Condition 6(e) applies subject to the provisions set out in Annex A hereto.</p>
<p>22. Dual Currency Notes:</p>	<p>Not Applicable</p>

23. Physically Settled Notes: Not Applicable

PROVISIONS REGARDING REDEMPTION/MATURITY

24. (a) Redemption at Issuer's option: Not Applicable

(b) Redemption at Noteholder's option: Not Applicable

25. (a) Final Redemption Amount per Specified Denomination (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 Annex A hereto

(b) Final Redemption Amount for each Indexed Note where the Index or Formula applies to the Final Redemption Amount: Not Applicable

26. Instalment Note: Not Applicable

27. Early Redemption Amount for each Note payable on an event of default: Condition 9 applies, subject to the provisions set out in Annex A hereto

DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS

28. Method of distribution: Non-syndicated

29. If Syndicated, names and addresses of Managers or, if Non-Syndicated name and address of Dealer: JSC TBC Bank
7 Marjanishvili Street
0102, Tbilisi
Georgia

30. Date of Syndication Agreement: None

31. Stabilising Manager(s): None

32. Additional selling restrictions: **Georgia**

The Dealer has represented, warranted and agreed that it will not, directly or indirectly, offer or sell the Notes in Georgia except as permitted by the laws of Georgia

33. Details of additional/alternative clearing system approved by the Issuer and the Agent: The Notes shall be cleared in Clearstream only. All references to Euroclear and Clearstream Luxembourg in the Offering Circular and the Agency Agreement shall be read and construed accordingly

34. Intended to be held in a manner which would allow Eurosystem eligibility: No
35. Common Code: 160382074
 ISIN Code: XS1603820744
 CUSIP Number: Not Applicable
36. Listing: Official List of the UK Listing Authority and trading on the Regulated Market
37. 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
38. Additional Information: The provisions set out in Annex A and Annex B shall apply to the Terms and Conditions in accordance herewith.
39. Total Commissions: 0.03 per cent.

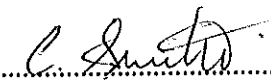
This Pricing Supplement comprises the pricing supplement required for issue and admission to trading on the London Stock Exchange plc's Regulated Market of the Notes described herein pursuant to the Euro 35,000,000,000 Global Medium Term Note Programme of European Bank for Reconstruction and Development as from 28 April 2017 or as soon as practicable thereafter.

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

A.S.
A.S.

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CITIBANK, N.A.
(as Agent)

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

Settlement Disruption Event and Fallback Provisions

All payments in respect of the Notes will be made in GEL, 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 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; 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 Interest Payment 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.

If any amount is to be paid on the Postponed Interest Payment 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 Interest Payment 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 provision, such amount to be rounded to the nearest whole cent (with 0.5 cent being rounded upwards):

Relevant GEL Amount *divided by* the 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 Interest Payment Date, Maturity Date or, as the case may be, Early Redemption Date (in each case, as adjusted, if appropriate, in accordance with the Following Business Day Convention) to the Postponed Interest Payment Date, Postponed Maturity Date or Postponed Early Redemption Date (as appropriate) because of the operation of the provisions of this Annex A.

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 Tbilisi;

"**Calculation Agent**" means JSC TBC Bank in accordance with the provisions of the Calculation Agency Agreement entered into between the Issuer and the Calculation Agent dated 20 April 2017

(as amended and / or supplemented from time to time). All references to the Calculation Agent shall include any successor or successors to JSC TBC Bank 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 Interest Payment Date, the period which falls between five and three Business Days (inclusive) preceding any relevant Interest Payment Date, as adjusted in accordance with the 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 Following Business Day Convention; and (iii) in relation to any Early Redemption Date, as adjusted in accordance with the 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;

"Early Redemption Date" means any date on which the Notes become due and payable pursuant to Condition 9;

"Exchange Rate" means the average of such firm quotes (expressed in GEL 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 GEL and the purchase of USD, on the day falling two Business Days prior to the Postponed Interest Payment Date, the 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 Interest Payment Date" means the tenth Business Day following the originally scheduled Interest Payment 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 GEL/USD exchange market, selected by the Calculation Agent in its sole discretion, acting in good faith and in a commercially reasonable manner;

"Relevant GEL Amount" means the GEL 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 Georgia which (i) require non-residents of Georgia to obtain permission from such Central Banking Authority or other authority to obtain

GEL, or (ii) otherwise restrict a non-resident's ability to obtain GEL, or (iii) otherwise regulate the purchase or holding of GEL such that costs are imposed in obtaining GEL 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 GEL from Georgia to recipients resident in another country; and

- (b) Clearstream, Luxembourg suspends or ceases acceptance of GEL as a settlement currency.

Annex B

Additional Terms Relating to the Interest Amount Determination

Interest Amount

Interest will be calculated on the basis of the actual number of calendar days in the relevant Interest Period on a 365-day year, according to the below formula:

$NA*(RI*N/365)$, where:

NA means Nominal Amount (i.e. GEL 1,000,000 per Specified Denomination);

RI means 3-month-GEL-NBG CD - 0,01 per cent per annum; and

N means the actual number of days in the respective Interest Period calculated from and including the first day of such period (being the Issue Date or the previous Interest Payment Date as applicable) to but excluding the next Interest Payment Date, as applicable

For the purposes of these provisions:

“3-month-GEL- NBG CD” means the rate per annum for a period of 91 days, which appears on <https://www.nbg.gov.ge/index.php?m=619&lng=geo> Page (the “CD-NBG Screen Page”) as of 12:30 p.m. Tbilisi time on the Interest Determination Date.

In case the 3-month-GEL-NBG CD is not available for any reason on the CD-NBG Screen Page on an Interest Determination Date and before 10:00 a.m. Tbilisi time on the succeeding Business Day in respect of an Interest Period, the rate for such Interest Period shall be:

- (i) the percentage rate per annum that is the arithmetic mean (rounded upwards to two (2) decimal places) of the bid rates per annum quoted by at least two (2) Reference Banks at the request of the Calculation Agent (calculated on an Actual/365 basis) in relation to the purchase of Georgian Certificates of Deposit issued from time-to-time by the NBG with maturities of three (3) months (91 days), and in an amount equal to a Representative Amount, at which each Reference Bank is willing to enter into transactions between 11:00a.m. and 12:00p.m. (noon) Tbilisi time on the succeeding Business Day following immediately the relevant Interest Determination Date, provided that, if five (5) or more such quotations are provided, the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest) will be disregarded in calculating the arithmetic mean, provided, however, that if fewer than five (5) (but at least two (2)) Reference Banks provide such quotations then the average of the quotations actually obtained shall apply. The Calculation Agent will inform the Issuer of bid rates per annum quoted by the Reference Banks; or
- (ii) if it is not possible to determine the rate of interest in accordance with the above paragraph (i), the rate for the next Interest Period shall be determined by the Calculation Agent in its sole discretion, acting in good faith and in a commercially reasonable manner.

“CD-NBG Screen Page” has the meaning specified in the definition of 3-month-GEL- NBG CD.

“NBG” means the National Bank of Georgia.

“Reference Banks” means leading banks of good credit standing that are active in the Georgian Government bond market (including Certificates of Deposit issued by the NBG) selected by the Calculation Agent in its sole discretion, acting in good faith and in a commercially reasonable manner.

“Representative Amount” means an amount that is representative for a single transaction in the Georgian Government bond market (including the Certificates of Deposit) at the relevant time.

Post-Issuance Information

The Issuer does not intend to provide any post-issuance information.