

# Pricing Supplement

25 October 2012

European Bank for Reconstruction and Development

Non-Interest Bearing MXN128,650,000 Notes with a contingent additional amount linked to the EURO STOXX 50<sup>®</sup> Index due 30 October 2018 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. This Pricing Supplement must be read in conjunction with such Offering Circular. Full information on the Issuer and 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:	Mexican peso ("MXN"), the lawful currency of the United Mexican States, provided that all payments in respect of the Notes will be made in United States dollars ("USD")
2	Nominal Amount:	MXN128,650,000
3	Type of Note:	Non-Interest Bearing MXN Denominated, USD Settled Notes with a contingent Additional Amount linked to the EURO STOXX 50 <sup>®</sup> Index
4	Issue Date:	30 October 2012
5	Issue Price:	100 per cent.
6	Maturity Date:	30 October 2018 (subject to the provisions set out in Annex A hereto)
7	Fungible with existing Notes:	No

### FORM OF THE NOTES

8	Form of Note:	Registered
9	New Global Note:	No
10	Specified Denomination:	MXN100
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 described on page 42 of the Offering Circular

### PROVISIONS RELATING TO INITIAL PAYMENT

14	Partly Paid Notes:	Not Applicable
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## PROVISIONS RELATING TO INTEREST

15	Interest Commencement Date:	Not Applicable
16	Fixed Rate Notes:	Not Applicable
17	Zero Coupon Notes:	Not Applicable
18	Floating Rate Notes and Indexed Notes:	Not Applicable

## PROVISIONS REGARDING PAYMENTS/DELIVERIES

19	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 set out in Annex A hereto
20	Dual Currency Notes:	Not Applicable
21	Physically Settled Notes:	Not Applicable

## PROVISIONS REGARDING REDEMPTION/MATURITY

22	(a) Redemption at Issuer's option:	No
	(b) Redemption at Noteholder's option:	No
23	(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):	Not Applicable
	(b) Final Redemption Amount for each Indexed Note where the Index or Formula applies to the Final Redemption Amount:	100 per cent. per Specified Denomination plus the Additional Amount (if any) provided that the Final Redemption Amount shall be payable in USD, subject to the provisions set out in Annex A hereto
24	Instalment Note:	Not Applicable
25	Early Redemption Amount for each Note payable on an event of default:	Condition 5(d) applies, subject to the provisions set out in Annex A hereto

## DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS

26	Method of distribution:	Non-Syndicated
27	If Syndicated, names and addresses of Managers or, if Non-Syndicated names and address of Dealer:	HSBC Bank plc 8 Canada Square London E14 5HQ United Kingdom
28	Date of Syndication Agreement:	Not Applicable
29	Stabilising Manager(s):	None
30	Additional selling restrictions:	The Dealer has agreed that it will not offer the Notes publicly in Mexico and will not distribute any offering materials in Mexico. The Notes have not been and will not be registered with the National Registry of Securities and may not be publicly offered in Mexico.
31	Details of additional/alternative clearing system approved by the Issuer and the Agent:	Euroclear and Clearstream, Luxembourg only
32	Intended to be held in a manner which would allow Eurosystem eligibility:	No
33	Common Code:	084390623

	ISIN Code:	XS0843906230
34	Listing:	Official List of the UK Listing Authority and trading on the Regulated Market
35	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 redenominationalisation and/or consolidation (provided they are fungible) with other Notes denominated in euro.	Not Applicable
36	Additional Information:	The provisions set out in Annex A and Annex B shall apply to the Terms and Conditions in accordance herewith.
37	Total Commissions:	Not applicable


This Pricing Supplement comprises the pricing supplement required for issue and admission to trading on the London Stock Exchange'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 30 October 2012 or as soon as practicable thereafter.

## RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement. The information contained in Annex C has been extracted from publicly available sources. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from such sources, no facts have been omitted which would render the reproduced information inaccurate or misleading.

For and on behalf of

### EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

By:   
 .....  
 Authorised signatory



By: .....  
 CITIBANK, N.A. (as Agent)

## PART B – OTHER INFORMATION

- 1      **LISTING**
- Application will be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's Regulated Market with effect from 30 October 2012 or as soon as practicable thereafter. No assurance can be given that such listing and admission to trading will be obtained on or prior to such date, or, if obtained, that it will be maintained.
- 2      **RATINGS**
- The Notes have been assigned an AAA credit rating from Standard & Poor's Credit Market Services Europe Limited ("**S&P**") and the Issuer and/or its debt obligations have been assigned an AAA credit rating from S&P, an Aaa credit rating from Moody's Investors Service Limited ("**Moody's**") and an AAA credit rating from Fitch France S.A.S. ("**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 "Subscription and Sale", 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 MXN128,650,000 but payable in USD in the amount of USD10,000,000) will be included in the ordinary capital resources of the Issuer and used in its ordinary operations.
- (ii)      Estimated net proceeds:      USD10,000,000 representing the equivalent of MXN128,650,000
- (iii)      Estimated total expenses:      £20,000
- 5      **YIELD**
- Indication of 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**
- See Annex C.
- 8      **PERFORMANCE OF RATES OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT**

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Certain historical information in respect of the USD/MXN foreign exchange rate is set out in Annex C hereto. In the circumstances described in Annex A hereto, the amount received by holders of the Notes will be affected by the USD/MXN foreign exchange rate. Information in respect of the USD/MXN exchange rate can also be found on Bloomberg.

## Annex A

### Calculation of Final Redemption Amount, Early Redemption Amount and Additional Amount

#### 1 Final Redemption Amount

The "Final Redemption Amount" per Specified Denomination will be payable in USD and will be determined by the Calculation Agent on the relevant Rate Determination Date as follows:

Specified Denomination *divided by* Reference Rate plus Additional Amount (if any),

provided that the resultant amount shall be rounded to the nearest 0.01 USD with 0.005 USD being rounded up.

#### 2 Early Redemption Amount other than for Change in Law

The Early Redemption Amount per Specified Denomination, other than where the Notes are redeemed as a result of a Change in Law, will be payable in USD and will be determined by the Calculation Agent on the relevant Rate Determination Date as follows:

Specified Denomination divided by Reference Rate,

provided that the resultant amount shall be rounded to the nearest 0.01 USD with 0.005 USD being rounded up.

#### 3 Early Redemption Amount for Change in Law

The Calculation Agent shall notify the Issuer, the Agent and the relevant clearing system(s) within two Business Days of its determination of the occurrence of a Change in Law (such date of notification, the "Change in Law Notification Date"). The Change in Law Notification Date must be at least two Business Days prior to the Maturity Date. Unless there is a Disputed Issue (as defined in Section 4 below), the Notes will then be redeemed by the Issuer on the day which is the earlier of (i) the day falling 20 Business Days after the Change in Law Notification Date and (ii) the Postponed Early Redemption Date (and such date of redemption shall be the Early Redemption Date) and the Early Redemption Amount in respect of each Note shall be an amount in USD determined by the Calculation Agent which represents the fair market value (based upon the Closing Index Level of the Reference Index and the relevant Reference Rate, each as determined by the Calculation Agent) of such Specified Denomination less the cost to the Issuer of unwinding any underlying and/or related hedging and/or funding arrangements in respect of the Notes (including without limitation, options (if any) hedging the Issuer's obligations under the Notes), to be notified by the Calculation Agent to the Issuer, the Agent and the relevant clearing system(s) five Business Days prior to the Early Redemption Date.

"Change in Law" means that after the Issue Date (A) due to the adoption of, or any change in, any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that it has become unlawful, illegal, or impossible for a Swap Counterparty (as defined below) to hold, acquire or dispose of positions or contracts in either: (i) the Reference Index or stocks underlying the Reference Index that comprise a material proportion of the Reference Index (as determined by the Calculation Agent in good faith and in a commercially reasonable manner), or (ii) USD/MXN foreign exchange derivatives contracts.

For the avoidance of doubt, the Calculation Agent, acting in good faith and in a commercially reasonable manner, shall not determine an event to be a Change in Law unless such event affects leading dealers, banks, banking corporations or other financial institutions that regularly deal in foreign exchange derivatives and positions and contracts in the Reference Index.

"Swap Counterparty" means any counterparty to the Issuer in any derivative transaction entered into or to be entered into by the Issuer to hedge the obligations of the Issuer under the Notes.

#### 4 Objection by the Issuer re Change in Law

If the Issuer does not agree with a determination made by the Calculation Agent in respect of the determination of the occurrence of a Change in Law event (a "**Disputed Issue**"), the Issuer may, within two (2) Business Days after having obtained the Calculation Agent's determination notice in writing, notify the Calculation Agent in writing of such Disputed Issue (the "**Notice Date**"). If the Calculation Agent and the Issuer, acting in good faith, do not resolve any such Disputed Issue within two (2) Business Days of receipt by the Calculation Agent of such notice thereof from the Issuer, the Issuer and the Calculation Agent shall jointly appoint three Independent Experts (as defined below) (or, if the Issuer and the Calculation Agent cannot agree on three Independent Experts within two (2) Business Days, each of them shall select an Independent Expert, which experts shall jointly appoint a third Independent Expert within two (2) Business Days of their own appointment, or, if either of the Issuer and the Calculation Agent fail to appoint an Independent Expert, the non-failing party shall appoint all three Independent Experts (the earliest date when all three (3) Independent Experts have been appointed, the "**Appointment Date**") and those three Independent Experts so appointed shall make a determination in relation to the Disputed Issue as follows:

- (i) if the majority of the responding Independent Experts provided the same response as to the Disputed Issue within two (2) Business Days of the Appointment Date (such period, the "**Determination Period**"), such response shall be binding on the parties, absent manifest error; or
- (ii) if the majority of the Independent Experts did not provide the same response as to the Disputed Issue within two (2) Business Days of the Appointment Date, the responding Independent Experts will jointly appoint a fourth Independent Expert (the "**Resolver**") within 2 (two) Business Days from the end of the Determination Period, and the Resolver will within two (2) Business Days following its own appointment select from the responses originally provided by the responding Independent Experts. The response selected by the Resolver shall be binding on the parties, absent manifest error; or
- (iii) if only one Independent Expert provides a response as to the Disputed Issue within 15 (fifteen) Business Days of the Appointment Date, that response shall be binding on the parties notwithstanding that the other Independent Experts have not provided any response by that time.

If after reasonable commercial effort by the Calculation Agent, no response can be obtained from at least one Independent Expert before the earlier of (i) fifteen (15) Business Days of the Appointment Date and (ii) three (3) Business Days before the Early Redemption Date, the determination of the Calculation Agent shall prevail.

The Dealer shall bear all the costs, fees and expenses (if any) of any Independent Experts called upon to resolve a Disputed Issue and the parties shall agree to waive any claim that they might otherwise have against any Independent Expert for any determination, adjustment or calculation made in good faith pursuant to this provision.

The Notes will be redeemed by the Issuer on the day falling three (3) Business Days after the Disputed Issue is resolved at the Early Redemption Amount specified in Section 3 above.

"**Independent Expert**" means a leading dealer in the relevant market that is not an Affiliate of either the Issuer or the Dealer or any other appointed Independent Expert.

#### 5 Notice of Final Redemption Amount or Early Redemption Amount

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

#### 6 Disruption Event Provisions

If the Reference Rate is not available for any reason as set forth in the definition of Reference Rate below on a Rate Determination Date, 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.

If on the tenth Business Day following the determination of the occurrence of a Price Source Disruption Event, the Reference Rate is still unavailable as set forth in the definition of Reference Rate below, then the Reference Rate shall be the average firm price (expressed as the number of MXN per one USD) obtained by the Calculation Agent from the Reference Dealers for the sale of MXN and the purchase of USD between two financial institutions domiciled outside Mexico at or about 11:00 a.m. New York time on the Rate Determination Date for settlement in two Business Days, provided, however that if fewer than four (4) (but at least two) Reference Dealers provide such firm quotes, then the Reference Rate shall be the average of the quotes actually obtained. If none, or only one, of the Reference Dealers provides such a firm quote, the Reference Rate shall be determined by the Calculation Agent in its discretion, acting in good faith and in a commercially reasonable manner.

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 Postponed Maturity Date (as defined below), or the Postponed Early Redemption Date (as defined below), as the case may be. For the avoidance of doubt, if payment of any amount due on the Maturity Date or the Early Redemption Date is postponed due to a Price Source Disruption Event, the Noteholders shall not be entitled to any additional sum in respect of such postponed payment.

## 7 Definitions

For the purposes of these provisions:

“**Additional Amount**” means, in respect of each Specified Denomination, an amount, which may be zero, determined by the Calculation Agent by reference to the following equation:

$$\text{Additional Amount} = \text{USD Denomination Amount} * \text{Participation Rate} * [\text{MAX} \{(\text{Final Index Level} / \text{Initial Index Level}) - 1.0, 0\}]$$

provided that the resultant amount shall be rounded to the nearest 0.01 USD with 0.005 USD being rounded up.

Where:

“**USD Denomination Amount**” means 7.77;

“**Participation Rate**” means 140 per cent.;

“**Initial Index Level**” means 2456.54, being the Closing Index Level on the Fixing Date;

“**Final Index Level**” means the Closing Index Level on the Final Valuation Date; and

“**Closing Index Level**” means the official closing level of the Reference Index as calculated and published by the Reference Index Sponsor by reference to a public source of information such as Bloomberg or the Reference Index Sponsor’s website (<http://www.stoxx.com>) or as otherwise determined by the Calculation Agent as provided in Annex B;

“**Business Day**” means any day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in each of London, Mexico City and New York;

“**Calculation Agent**” means HSBC Bank plc in accordance with the provisions of the Calculation Agency Agreement entered into 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 or successors to HSBC Bank plc 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, save as provided under the Section 4 above 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;

**"Component"** means, with respect to the Reference Index, each constituent stock included in the Reference Index or deemed to be included in the Reference Index through application of the Reference Index Sponsor's stated methodology;

**"Early Redemption Date"** means the date on which the Notes become due and payable pursuant to Condition 5(d), or pursuant to an early redemption following a Change in Law, as applicable;

**"Exchange"** means with respect to the Reference Index and any Component of the Reference Index, the principal stock exchange on which such Component of the Reference Index is, in the determination of the Calculation Agent, principally traded;

**"Final Valuation Date"** means 9 October 2018, subject to the provisions of Annex B;

**"Fixing Date"** means 10 October 2012;

**"Postponed Early Redemption Date"** means the earlier to occur of the day falling (i) two 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 tenth Business Day following the Early Redemption Date (if any);

**"Postponed Maturity Date"** means the earlier to occur of the day falling (i) two 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 tenth Business Day following the originally scheduled Maturity Date;

**"Rate Determination Date"** means the date that is two Business Days prior to the applicable Maturity Date or Early Redemption Date, as the case may be. If a Price Source Disruption Event occurs or otherwise subsists on such day, the Rate Determination 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 two Business Days before the Postponed Early Redemption Date (if any) or the Postponed Maturity Date, as the case may be;

**"Reference Dealers"** means the relevant office of each of HSBC Bank plc, Citibank N.A., Santander, S.A and Deutsche Bank. In the event that any one or more of the Reference Dealers shall cease to operate at such time, such Reference Dealer shall be substituted by any other leading dealer, bank or banking corporation which regularly deals in the USD/MXN foreign exchange market, as selected by the Calculation Agent in its sole discretion acting in good faith and in a commercially reasonable manner;

**"Reference Index"** means the EURO STOXX 50® Index;

**"Reference Index Sponsor"** means STOXX Ltd;

**"Reference Rate"** means the USD/MXN rate, expressed as the number of MXN per one USD, for settlement in two Business Days, which is determined by the Calculation Agent by looking at Bloomberg page <WMCO>, which shows the WM Reuters fixings, at 11:00 a.m., New York time for any applicable date and using the applicable 'ask rate' for MXN. If the Bloomberg page <WMCO> no longer reports such rate and has not been replaced by any other page or service as determined by the Calculation Agent, the Calculation Agent shall be entitled to obtain such rate from any other publicly available information source;

**"Related Exchange"** means, in respect of the Reference Index and each Component of the Reference Index, each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to the Reference Index or such Component;

**"Successor Index to the Reference Index"** has the meaning as set forth in Annex B; and

**"USD"** means the lawful currency of the United States.

## 8 Disclaimer

STOXX and its licensors (the "Licensors") have no relationship to the Issuer, other than the licensing of the EURO STOXX 50<sup>®</sup> Index and the related trademarks for use in connection with the Notes.

STOXX and its Licensors do not:

- » Sponsor, endorse, sell or promote the Notes.
- » Recommend that any person invest in the Notes or any other securities.
- » Have any responsibility or liability for or make any decisions about the timing, amount or pricing of Notes.
- » Have any responsibility or liability for the administration, management or marketing of the Notes.
- » Consider the needs of the Notes or the owners of the Notes in determining, composing or calculating the Reference Index or have any obligation to do so.

STOXX and its Licensors will not have any liability in connection with the Notes. Specifically,

- » STOXX and its Licensors do not make any warranty, express or implied and disclaim any and all warranty about:
  - » The results to be obtained by the Notes, the owner of the Notes or any other person in connection with the use of the Reference Index and the data included in the Reference Index;
  - » The accuracy or completeness of the Reference Index and its data;
  - » The merchantability and the fitness for a particular purpose or use of the Reference Index and its data;
  - » STOXX and its Licensors will have no liability for any errors, omissions or interruptions in the Reference Index or its data;
  - » Under no circumstances will STOXX or its Licensors be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if STOXX or its Licensors knows that they might occur.

The licensing agreement between the Issuer and STOXX is solely for their benefit and not for the benefit of the owners of the Notes or any other third parties.

## **Annex B**

### **Reference Index Event Provisions**

#### **1 Successor Index to the Reference Index**

If the Calculation Agent, acting in good faith and in a commercially reasonable manner, determines that the Reference Index is replaced by a successor index or if the Reference Index Sponsor discontinues publication of the Reference Index but it is calculated and announced by a successor sponsor, provided that in either case (i) the index is calculated using, in the determination of the Calculation Agent acting in good faith and in a commercially reasonable manner, the same or a substantially similar formula for and method of calculation as used in the calculation of the Reference Index and (ii) the level of the index is published or electronically displayed in internationally-recognised news sources or data displays, then such successor index will be deemed to be the Reference Index.

The Calculation Agent will provide a written notice to the Issuer and the Agent of any designation of Successor Index to the Reference Index and additional information that reasonably confirms any of the facts relevant to the determination of such successor index and which has been published in internationally-recognised published or electronically displayed news sources.

#### **2 Modification or Cancellation of the Reference Index**

In the event of a Reference Index Modification or Reference Index Cancellation, the Calculation Agent will compute a substitute level for the Reference Index in accordance with the procedures, formula and method last in effect prior to such modification or cancellation.

"Reference Index Modification" will have occurred if, on or prior to the Final Valuation Date, the Reference Index Sponsor announces that it has made or will make a material change in the formula for, or the method of calculating, the Reference Index or in any other way materially modifies the Reference Index (other than a modification prescribed in that formula or method to maintain the Reference Index in the event of changes in constituent securities and capitalization and other routine events) and no Successor Index to the Reference Index exists.

"Reference Index Cancellation" will have occurred if (i) the Reference Index Sponsor discontinues publication of the Reference Index and no Successor Index to the Reference Index exists, or (ii) any Successor Index to the Reference Index is no longer published (without any written notice from the sponsor of the Successor Index to the Reference Index that any cessation in publication is temporary and will cease prior to the Final Valuation Date).

#### **3 Use of Successor Index**

If, in accordance with paragraphs (1) and (2) above, a Successor Index to the Reference Index is selected or the Calculation Agent calculates a level as a substitute for the Reference Index, the Successor Index to the Reference Index or Calculation Agent-calculated level, as the case may be, will be used as a substitute for the Reference Index for all purposes after such selection or substitution, including for purposes of determining whether a Market Disruption Event (as defined below) exists, even if the Reference Index Sponsor elects to begin republishing the original Reference Index.

#### **4 Correction of Index levels**

In the event that any relevant level of the Reference Index published by the Reference Index Sponsor on any date which is utilised for any calculation or determination in connection with the Notes is subsequently corrected and the correction is published by the Reference Index Sponsor by the second Business Day prior to the date on which any relevant payment may have to be made or in respect of which any relevant determination in respect of the Notes may have to be made, then the Calculation Agent may determine the amount that is payable or make any determination in connection with the Notes, after taking into account such correction.

## 5 Consequences of Disrupted Days

If the Calculation Agent determines that the Final Valuation Date is a Disrupted Day, then the Final Valuation Date shall be the first succeeding Scheduled Trading Day in respect of the Reference Index that the Calculation Agent determines is not a Disrupted Day, unless the Calculation Agent determines that each of the eight consecutive Scheduled Trading Days in respect of the Reference Index immediately following the scheduled Final Valuation Date is a Disrupted Day. In that case: (a) the last (eighth) consecutive Scheduled Trading Day in respect of the Reference Index shall be deemed to be the Final Valuation Date, notwithstanding the fact that such day is a Disrupted Day; and (b) the Calculation Agent shall determine the level of the Reference Index as of the Scheduled Closing Time on or in respect of that last consecutive Scheduled Trading Day in respect of the Reference Index in accordance with the formula for and method of calculating the Reference Index last in effect prior to the occurrence of the first Disrupted Day to occur, using such levels or values as the Calculation Agent determines to be appropriate as of the closing time on or in respect of that last consecutive Scheduled Trading Day of each Component comprised in the Reference Index, and such determination by the Calculation Agent shall be deemed to be the Closing Index Level in respect of the Final Valuation Date.

The Calculation Agent shall take into account the Exchange traded or quoted price as of the Scheduled Closing Time on the last consecutive Scheduled Trading Day of each Component comprised in the Reference Index (or, if an event giving rise to a Disrupted Day has occurred in respect of any relevant Component on such last consecutive Scheduled Trading Day for any relevant Component, or such last consecutive Scheduled Trading Day is not a Scheduled Trading Day for any relevant Component, as determined by the Calculation Agent, its good faith estimate of the value for the relevant Component as of the Scheduled Closing Time on the last consecutive Scheduled Trading Day).

## 6 Definitions

For the purposes of these provisions:

**"Disrupted Day"** means any Scheduled Trading Day on which a Market Disruption Event has occurred or is continuing, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner;

**"Market Disruption Event"** means the occurrence of any of the following events on the Final Valuation Date, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner:

- (i) if determined by the Calculation Agent to be material, any suspension of or limitation imposed on trading by the Exchange or Related Exchange by reason of movements in price exceeding limits permitted by the Exchange or Related Exchange relating to (a) Components that comprise 20 per cent. or more of the level of the Reference Index, or (b) futures or options contracts on the Reference Index or on Components that comprise 20 per cent. or more of the level of the Reference Index; or
- (ii) if determined by the Calculation Agent to be material, any event that disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values on any Exchange or Related Exchange(s) of (a) Components that comprise 20 per cent. or more of the level of the Reference Index, or (b) futures or options contracts on the Reference Index or on Components that comprise 20 per cent. or more of the level of the Reference Index; or
- (iii) any failure to open for trading during its regular trading session of any Exchange or Related Exchange relating to (a) Components that comprise 20 per cent. or more of the level of the Reference Index, or (b) futures or options contracts on the Reference Index or on Components that comprise 20 per cent. or more of the level of the Reference Index; or
- (iv) any closure of an Exchange or Relevant Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange on the Final Valuation Date and (ii) the submission deadline for orders entered into the Exchange or Related Exchange system for execution on the closing on the Final Valuation Date relating to (a) Components that comprise 20 per cent. or more of the level of the Reference Index, or

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(b) futures or options contracts on the Reference Index or on Components that comprise 20 per cent. or more of the level of the Reference Index.

For the purposes of determining whether a Market Disruption Event in respect of the Reference Index exists at any time, if a Market Disruption Event occurs in respect of a security included in the Reference Index at any time, then the relevant percentage contribution of that security to the level of the Reference Index shall be based on a comparison of (x) the portion of the level of the Reference Index attributable to that security and (y) the overall level of the Reference Index, in each case immediately before the occurrence of such Market Disruption Event.

The Calculation Agent shall promptly notify the Issuer in writing of the occurrence of such a Market Disruption Event;

**"Scheduled Closing Time"** means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours; and

**"Scheduled Trading Day"** in respect of the Reference Index or Successor Index to the Reference Index, or any Component thereof, any day on which the Exchange and any Related Exchange with respect to the Reference Index or Successor Index to the Reference Index or such Component, as applicable, is scheduled to be open for trading during its regular trading sessions.

## Annex C Historical Data

### The EURO STOXX 50<sup>®</sup> Index

The following table sets forth the historical performance of the EURO STOXX 50<sup>®</sup> Index based on closing index levels observed from 2007 to 30 September 2012. The closing index on 10 October 2012 was 2,456.54.

Period	High	Low
January 2012 to September 2012	2,608.42	2,068.66
January 2011 to December 2011	3,068.00	1,995.01
January 2010 to December 2010	3,017.85	2,488.50
January 2009 to December 2009	2,992.08	1,809.98
January 2008 to December 2008	4,339.23	2,165.91
January 2007 to December 2007	4,557.57	3,906.15

Source: [http://www.stoxx.com/download/historical\\_data/h\\_sx5e.txt](http://www.stoxx.com/download/historical_data/h_sx5e.txt)

The closing index levels above were obtained from the [www.stoxx.com](http://www.stoxx.com) website. No representation or warranties are made as to the accuracy or completeness of the information obtained from STOXX Limited via their website. The historical values of the index should not be taken as an indication of future performance, and no assurance can be given as to the closing index levels on any date relevant to the valuation of the Notes. No assurance can be made that the performance of the index will result in any positive return of the Notes.

### The USD/MXN Rate

The following table summarises certain historical information regarding the USD/MXN foreign exchange rate (price of 1 USD in MXN) since January 2007. The USD/MXN foreign exchange rate on 10 October 2012 was 12.9774.

Period	High	Low
January 2012 to September 2012	14.3755	12.5592
January 2011 to December 2011	14.2305	11.4959
January 2010 to December 2010	13.2168	12.1519
January 2009 to December 2009	15.5668	12.6390
January 2008 to December 2008	13.9000	9.8581
January 2007 to December 2007	11.2165	10.6542

Source: Bloomberg USDMXN <Crncy>