

18 February 2005

## PRICING SUPPLEMENT

### European Bank for Reconstruction and Development TRY 50,000,000 14.50 per cent. Notes due 22 January 2007 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. A further explanation of such terms is set out in the Prospectus in the section headed "Issue Procedures"

#### Summary of the Notes

1	Specified Currency:	New Turkish Lira ("TRY"), meaning the lawful currency of the Republic of Turkey
2	Nominal Amount:	TRY 50,000,000
3	Type of Note:	Fixed Rate Notes
4	Issue Date:	22 February 2005
5	Issue Price:	100.615 per cent. of the Nominal Amount
6	Maturity Date:	22 January 2007, subject to the Settlement Disruption Event provisions in paragraph 39
7	Fungible with existing Notes:	No
8	Pricing Supplement to be read in conjunction with Prospectus dated:	27 August 2004

#### Form of the Notes

9	Form of Note:	Bearer
10	Specified Denominations:	TRY 1,000
11	Exchange of Bearer Notes:	Temporary Global Note exchangeable for permanent Global Note on certification as to non-U.S. 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:	Not applicable
	(b) Date(s) on which the Talons mature:	Not applicable

<b>13</b>	(a)	Registered holder of Registered Global Note:	Not applicable
	(b)	Exchange of Registered Global Note:	Not applicable

### Provisions relating to Initial Payment

<b>14</b>	Partly Paid Notes:	No
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### Provisions relating to Interest

<b>15</b>	Interest Commencement Date:	22 February 2005
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### Fixed Rate Notes:

<b>16</b>	(a)	Fixed Rates of Interest:	14.50 per cent. per annum payable annually
	(b)	Fixed Interest Dates:	22 January in each year, commencing on 22 January 2006
	(c)	Initial Broken Amount per denomination:	TRY 132.68 per Specified Denomination of TRY 1,000 payable on 22 January 2006 in respect of the period from, and including, the Issue Date, to, but excluding, 22 January 2006
	(d)	Final Broken Amount per denomination:	Not applicable
	(e)	Fixed Day Count Fraction:	Actual/Actual-ISMA For the purpose of Condition 4(a)(ii)(E) the first Determination Date shall be deemed to be 22 January 2005
	(f)	Business Day Convention:	Following Business Day Convention
	(g)	Business Day definition if different from that in Condition 4(a)(iii):	Subject to paragraph 39, for the purposes of Condition 4(a)(iii), "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, Istanbul and New York City
	(h)	Calculation of interest to be adjusted in accordance with Business Day Convention specified above:	No

### Zero Coupon Notes:

<b>17</b>	(a)	Accrual Yield:	Not applicable
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(b) Reference Price:	Not applicable
(c) Other formula or basis for determining Amortised Face Amount:	Not applicable
(d) the Day Count Fraction in relation to the calculation of Early Redemption Amounts and late payment, for the purposes of Condition 5(d)(iii) and 5(h) respectively:	Not applicable

### **Floating Rate Notes and Indexed Notes:**

<b>18</b>	(a) Manner in which Rate of Interest is to be determined:	Not applicable
	(b) Margin(s):	Not applicable
	(c) Minimum Interest Rate (if any):	Not applicable
	(d) Maximum Interest Rate (if any):	Not applicable
	(e) Floating Day Count Fraction:	Not applicable
<b>19</b>	If ISDA Determination:	
	(a) Floating Rate Option:	Not applicable
	(b) Designated Maturity:	Not applicable
	(c) Reset Date:	Not applicable
<b>20</b>	If Screen Rate Determination:	Not applicable
	(a) Reference Rate:	Not applicable
	(b) Relevant Screen Page:	Not applicable
	(c) Interest Determination Date:	Not applicable
<b>21</b>	If Indexed:	Not applicable
<b>22</b>	If Rate of Interest not to be determined by ISDA or Screen Rate Determination or by reference to an Index or Formula:	Not applicable
<b>23</b>	General Provisions for Floating Rate Notes and Indexed Notes:	Not applicable
	(a) Specified Period (and, in the case of Notes where the Interest Payment Date(s) are fixed, the Interest Payment Date(s)):	Not applicable
	(b) Business Day Convention:	Not applicable
	(c) Business Day definition if different from that in Condition 4(b)(i):	Not applicable
	(d) Calculation of interest payable on an Interest Payment Date subject to adjustment in accordance	Not applicable

with the specified Business Day Convention

(e) Terms relating to calculation of Interest Amount:	Not applicable
(f) Party responsible for calculation of the Interest Amount:	Not applicable
(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):	Not applicable
(h) Any amendment to the definition in Condition 4(b)(iii) of Euro-zone:	Not applicable

### Provisions regarding Payments/Deliveries

<b>24</b>	Definition of “ <b>Payment Day</b> ” for the purpose of Condition 6(e) if different to that set out in Condition 6:	Subject to paragraph 39, for the purposes of Condition 6(e), “Payment 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, Istanbul and New York City and in the relevant place at presentation of such Note for payment
<b>25</b>	Dual Currency Notes:	Not applicable
<b>26</b>	Physically Settled Notes:	Not applicable

### Provisions regarding Redemption/Maturity

<b>27</b>	(a) Redemption at Issuer’s option:	No
	(b) Redemption at Noteholder’s option:	No
<b>28</b>	(a) Final Redemption Amount for each Note (other than an Indexed or Formula Note where the index or formula applies to the redemption amount):	TRY 1,000 per Note of TRY 1,000 Specified Denomination, subject to the Settlement Disruption Event provisions in paragraph 39
	(b) Final Redemption Amount for each Indexed Note where the Index or Formula applies to the Final Redemption Amount:	Not applicable
<b>29</b>	Instalment Note:	Not applicable
<b>30</b>	Early Redemption Amount for each Note payable on an event of default:	Condition 5(d) applies

## Distribution, Clearing and Settlement Provisions

- 31** Method of distribution: Syndicated
- 32** If syndicated, names of Managers or, if non-syndicated names of Purchasers: Royal Bank of Canada Europe Limited  
Deutsche Bank AG London  
DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main  
Raiffeisen Zentralbank Österreich Aktiengesellschaft  
A/S Jyske Bank  
Banca Profilo S.p.A.  
Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (Rabobank International)  
Dexia Banque International à Luxembourg, société anonyme, acting under the name of Dexia Capital Markets  
Fortis Bank nv-sa  
KBC Bank NV  
Royal Bank of Canada Europe Limited
- 33** Stabilising Agent:
- 34** Additional sales restrictions: **Republic of Turkey**  
Each Manager has acknowledged that pursuant to Article 15 of Decree No. 32 containing the Foreign Exchange Rules of Turkey, the purchase and sale of the Notes issued in a foreign jurisdiction by the Managers to persons resident in Turkey are permitted and are not subject to restrictions, except that the transfers relating to the purchase or sale of such Notes should be made through authorised banks or intermediary institutions authorised to carry out securities transactions according to the Capital Market Legislation of Turkey. Each Manager has represented, warranted and agreed that it is not permitted to distribute any disclosure documents relating to the issue of the Notes in Turkey without

observing the provisions of the Communiqué III, No. 20 of the Capital Market Board regarding the Sale of Foreign Capital Market Instruments in Turkey

### **Italy**

The Notes have not and may not be offered, sold or delivered and neither the prospectus nor any other material relating to the Notes may be distributed or made available in Italy unless such offer, sale or delivery of Notes or distribution or availability of copies of the offering circular or any other material relating to the Notes in Italy is:

- (i) made by investment firms, banks or financial intermediaries permitted to conduct such activities in Italy in accordance with Legislative Decree No 58 of 24 February 1998, Legislative Decree No 385 of 1 September 1993 (the "Italian Banking Act"), CONSOB Regulation No 11522 of 1 July 1998 and any other applicable laws and regulations (all as amended from time to time);
- (ii) in compliance with Article 129 of the Italian Banking Act and the implementing instructions of the Bank of Italy, pursuant to which the issue, trading or placement of securities (e.g. notes) in Italy is subject to prior and subsequent notification to the Bank of Italy, unless an exemption, depending *inter alia* on the amount of the issue and the

		characteristics of the securities, applies; and
		(iii) effected in accordance with all relevant Italian Securities, Tax and Exchange Control and other applicable laws and regulations (including CONSOB or Bank of Italy regulations)
<b>35</b>	Details of additional/alternative clearing system approved by the Issuer and the Agent:	None  The Notes are currently only eligible for clearing and settlement through Clearstream Banking, société anonyme. The Notes are currently not eligible for clearing or settlement through Euroclear Bank S.A./N.V., as operator of the Euroclear System ("Euroclear"). For the avoidance of doubt the Issuer shall be entitled to make an application for interests in the permanent Global Note to be accepted in Euroclear should Euroclear accept TRY as a clearing and settlement currency in the future
<b>36</b>	Common Code:	021229369
	ISIN Code:	XS0212293699
	CUSIP Number:	Not Applicable
<b>37</b>	Listing:	Official List of the UK Listing Authority and trading on the London Stock Exchange
<b>38</b>	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 " <b>Redenomination Clause</b> "), 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

All payments in respect of the Notes will be made in TRY, 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 and regulations applicable thereto.

If the Calculation Agent (as defined below) determines (in its sole and absolute 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 promptly notify the Issuer, the Agent and the Noteholders thereof in accordance with the Conditions (a "Settlement Disruption Event Notice"), 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) or, as the case may be, the Postponed Maturity Date (as defined below).

The Calculation Agent shall promptly notify the Issuer, the Agent and the Noteholders if a Settlement Disruption Event no longer subsists.

If any amount is to be paid on a



Postponed Fixed Interest Date or the Postponed Maturity Date (as the case may be), payment shall be made in United States Dollars (“USD”) in an amount per specified denomination equal to the relevant TRY amount per specified denomination divided by the Exchange Rate (as defined below).

For the avoidance of doubt, no additional amounts shall be payable by the Issuer in respect of any delay in payment in accordance with the Conditions of the Notes.

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 Istanbul, London and New York City;

“**Calculation Agent**” means Deutsche Bank AG in accordance with the provisions of the Calculation Agency Agreement entered into between the Issuer and the Calculation Agent dated 23 September 2003 (as amended or supplemented from time to time). (All references to the Calculation Agent shall include any successor or successors to Deutsche Bank AG as Calculation Agent in respect of the Notes);

“**Determination Period**” for the purpose of this paragraph 39, means (i) any Fixed Interest Date and the three Business Days preceding any relevant Fixed Interest Date; and (ii) the Maturity Date and the three Business Days

preceding the Maturity Date, as the case may be.

**“Exchange Rate”** means the average of such firm quotes (expressed in TRY per 1 USD) as the Calculation Agent is able to obtain from the Reference Dealers (as defined below) for the sale of TRY and the purchase of USD, on the day falling two Business Days prior to the Postponed Fixed Interest Date or the Postponed Maturity Date (as the case may be) provided, however, that 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;

**“Postponed Fixed Interest Date”** means the tenth Business Day following the originally scheduled Fixed Interest Date or is such day is not a Business Day, the immediately following Business Day;

**“Postponed Maturity Date”** means the tenth Business Day following the originally scheduled Maturity Date or if such day is not a Business Day, the immediately following Business Day;

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

**“Settlement Disruption Event”** means, as determined by the Calculation Agent in its sole discretion acting in good faith and

in a commercially reasonable manner, the imposition of laws or regulations by the Central Banking Authority or other legislative, governmental or regulatory authority of the Republic of Turkey which (a) require non-residents of the Republic of Turkey to obtain permission from such Central Banking Authority or other authority to obtain TRY, or (b) otherwise restrict a non-resident's ability to obtain TRY or (c) otherwise regulate the purchase or holding of TRY such that costs are imposed in obtaining TRY which would not be imposed in the absence of such regulations, or (d) has the direct or indirect effect of hindering, limiting or restricting the transfer of TRY from the Republic of Turkey to recipients resident in another country.

For and on behalf of

**EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT**

By:

Duly Authorised Officer

Application is hereby made to list this issue of Notes pursuant to the listing of the EUR 20,000,000,000 Global Medium Term Note Programme of the European Bank for Reconstruction and Development (as from 22 February 2005).

**CITIBANK, N.A.**

(as Agent)

By:

Duly Authorised Officer