# MiFID II product governance / Retail investors, professional investors and ECPs target market:

Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

For the purposes of this provision, the expression "manufacturer" means the Dealer.

European Bank for Reconstruction and Development (the "**Issuer**") does not fall under the scope of application of MiFID II. Consequently, the Issuer does not qualify as an "investment firm", "manufacturer" or "distributor" for the purposes of MiFID II.

#### PRICING SUPPLEMENT

31 July 2018

# European Bank for Reconstruction and Development ARS 250,000,000 30.00 per cent. Notes due 4 November 2019 (the "Notes") (payable in United States Dollars) 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 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:	Argentine Peso (" <b>ARS</b> "), the lawful currency of the Republic of Argentina, <i>provided that</i> all payments in respect of the Notes will be made in United States dollars (" <b>USD</b> ") subject to the provisions set out in the Annex hereto
2	Nominal Amount:	ARS 250,000,000
3	Type of Note:	Fixed Rate
4	Issue Date:	2 August 2018
5	Issue Price:	101.00 per cent. of the Nominal Amount
6	Maturity Date:	4 November 2019, subject to the provisions set out in the Annex hereto

# http://www.oblible.com

7	Fu	ngible with existing Notes:	No
FORM	OF T	HE NOTES	
8	Form of Note:		Registered
9	Ne	w Global Note:	No
10	Spe	ecified Denomination(s):	ARS 20,000
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)	Depositary for and registered holder of Registered Global Note:	Registered Global Note to be deposited with a common depositary for Euroclear and Clearstream, Luxembourg and registered in the name of Citivic Nominees Limited as nominee for the common depositary
	(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:	No
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# **PROVISIONS RELATING TO INTEREST**

15	Inte	rest Commencement Date:	2 August 2018
16	Fixed Rate Notes:		
	(a)	Fixed Rate of Interest:	30.00 per cent. per annum (the " <b>Fixed Interest Amount</b> "), provided that the Fixed Interest Amount shall be payable in USD subject to the provisions set out in the Annex hereto
	(b)	Fixed Interest Dates:	The Maturity Date
	(c)	Initial Broken Amount per Specified Denomínation:	ARS 7,545.21 per Specified Denomination payable on the Maturity Date, provided that the Fixed Interest Amount shall be payable in USD subject to the provisions set out in the Annex hereto
	(d)	Final Broken Amount per Specified Denomination:	Not applicable
	(e)	Fixed Day Count Fraction:	Actual / Actual - ICMA
	(f)	Business Day Convention:	Following Business Day
	(g)	Business Day definition if	Condition 4(a)(iii) applies and, for the avoidance of

		different from that in Condition 4(a)(iii):	doubt, Buenos Aires shall be the principal financial centre. London and New York City shall be additional business centres
	(h)	Calculation of interest to be adjusted in accordance with Business Day Convention specified above:	No
17	Zer	o Coupon Notes:	Not applicable
18	Floa Not	ating Rate Notes and Indexed es:	Not applicable
PROVIS	SION	S REGARDING PAYMENTS/DEL	IVERIES
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
20	Dua	al Currency Notes:	Not applicable
21	Phy	vsically Settled Notes:	Not applicable
PROVISIONS REGARDING REDEMPTION/MATURITY			
22	(a)	Redemption at Issuer's option:	No
	(b)	Redemption at Noteholder's option:	No
23	(c)	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, payable in USD and subject to the provisions set out in the Annex hereto
	(d)	Final Redemption Amount for each Indexed Note where the Index or Formula applies to the Final Redemption Amount:	Not applicable
24	Instalment Note:		Not applicable
25	eac	ly Redemption Amount for h Note payable on an event efault:	Condition 5(d) applies, subject to the provisions set out in the Annex hereto
DISTRIE	SUTI	ON, CLEARING AND SETTLEME	ENT PROVISIONS
26	Met	hod of distribution:	Non-syndicated
27	If S	yndicated, names and	The Toronto-Dominion Bank

60 Threadneedle Street

addresses of Managers or, if

Non-Syndicated name and
address of Dealer:

- 28 Date of Syndication Agreement:
- **29** Stabilising Manager(s):

31

33

34

**30** Additional selling restrictions:

# London EC2R 8AP United Kingdom

#### Not applicable

None

Argentina:

The Notes have not been and will not be registered for public offering under Argentine law No. 17,811, as amended, and accordingly, the Notes may not be publicly advertised, offered or sold within the Republic of Argentina

Euroclear and Clearstream, Luxembourg only

clearing system approved by the Issuer and the Agent:32 Intended to be held in a manner

eligibility:

ISIN Code:

Listing:

Common Code:

**CUSIP Number:** 

Details of additional/alternative

which would allow Eurosystem

No

186151143

XS1861511431

Not Applicable

Application will be made by the Issuer (or on its behalf) for the Notes to be admitted to the Official List of the UK Listing Authority and to be admitted to trading on the Regulated Market of the London Stock Exchange plc

Not applicable

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 redenominalisation and/or consolidation (provided they are fungible) with other Notes denominated in euro.

36	Additional Information:	The provisions set out in the Annex shall apply to the terms and conditions in accordance herewith
37	Total Commissions:	1.15 per cent. of the Nominal Amount

This Pricing Supplement comprises the pricing supplement required for issue and admission to trading on the Regulated Market of the London Stock Exchange plc 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 2 August 2018 or as soon as practicable thereafter.

#### RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement other than the information contained under the heading "MiFID II product governance / Retail investors, professional investors and ECPs target market".

For and on behalf of

# EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

ENS 097 . Imi By:

**Duly Authorised Officer** 

CITIBANK, N.A.

(as Agent)

# PART B - OTHER INFORMATION

1	LISTING	Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Regulated Market of the London Stock Exchange plc with effect from 2 August 2018 or as soon as practicable thereafter. No assurance can be given that such listing and admission to trading will be obtained on such date, or, if obtained, that it will be maintained.
2	RATINGS	The Issuer and/or its debt obligations have been assigned an AAA credit rating from Standard & Poor's Credit Market Services Europe Limited ("S&P"), an Aaa credit rating from Moody's Investors Service Limited ("Moody's") and an AAA credit rating from Fitch France S.A. ("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" in the Offering Circular, 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 ARS 249,625,000.00 but payable in USD in the amount of USD 9,103,756.38) will be included in the ordinary capital resources of the Issuer and used in its ordinary operations
(ii)	Estimated net proceeds:	ARS 249,625,000.00 (USD equivalent: USD 9,103,756.38)

(iii) Estimated total expenses: £10,000

## ANNEX

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

The Early Redemption Amount and the Final Redemption Amount, as applicable, per Specified Denomination will be payable in USD on the Early Redemption Date (if any) or the Maturity Date, as applicable, and determined by the Calculation Agent as follows, on the corresponding Valuation Date:

In the case of the Early Redemption Amount:

Early Redemption Amount per Specified Denomination *divided by* the ARS Reference Rate

In the case of the Final Redemption Amount:

100 per cent. of the Specified Denomination divided by the ARS Reference Rate

The Fixed Interest Amount per Specified Denomination will be payable in USD on the relevant Fixed Interest Date and determined by the Calculation Agent as follows, on the corresponding Valuation Date:

#### ARS 7,545.21 *divided by* the ARS Reference Rate

*Provided that*, in each case, the resultant amount shall be rounded to the nearest whole USD (with USD 0.5 being rounded up).

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

If the ARS Reference Rate is not available for any reason on Bloomberg page <ARS MAEM> on <CURRENCY> or any successor page the MAE's on or website (www.mae.com.ar/mercados/forex/default.aspx) on a Valuation 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 the 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 (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 on the thirtieth day following determination of the occurrence of a Price Source Disruption Event the ARS Reference Rate (or successor pages) is still unavailable then the ARS Reference Rate shall be the average of such firm quotes (expressed as the number of ARS per one USD) from the Reference Dealers (as defined below) as the Calculation Agent is able to obtain for the sale of ARS and the purchase of USD at or about 1.00 p.m. Buenos Aires time on the applicable Valuation Date for settlement two Buenos Aires 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.

If none, or only one, of the Reference Dealers provides such a firm quote the Calculation Agent will determine the ARS Reference Rate (or a method for determining the ARS Reference Rate) in good faith and in a commercially reasonable manner.

For the avoidance of doubt, if the Postponed Early Redemption Date, Postponed Fixed Interest Date or Postponed Maturity Date is not a Business Day, then such date (as applicable) shall occur on the next following Business Day.

For the purposes of these provisions:

"ARS Reference Rate" means, in respect of a Valuation Date, the ARS/USD exchange rate in respect of such Valuation Date, expressed as the amount of ARS per one USD, determined by the Calculation Agent by reference to the ARS MAE or ARS05 each meaning the Argentine Peso/U.S. Dollar rate for U.S. Dollars, for settlement on the same day, as published both on Bloomberg page <ARS MAEM> <CURRENCY> (or any successor or replacement page to such page) and on the MAE's website (www.mae.com.ar/mercados/forex/default.aspx) (or any successor or replacement page to such page) at approximately 1:00 p.m. (Buenos Aires time), or as soon thereafter as practicable, on such Valuation Date, provided that the ARS Reference Rate found on the MAE's website shall prevail in case of conflict with the ARS/USD rate appearing on Bloomberg page <ARS MAEM> <CURRENCY>;

"Buenos Aires 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 Buenos Aires, Argentina;

"**Business Day**" means any day (other than Saturday or Sunday) 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 Buenos Aires, Argentina;

"Calculation Agent" means The Toronto-Dominion Bank in accordance with the provisions of the Calculation Agency Agreement entered into between the Issuer and the Calculation Agent dated 22 August 2007 (as amended and/or supplemented from time to time). All references to the Calculation Agent shall include any successor or successors to The Toronto-Dominion 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;

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

"**Postponed Early Redemption Date**" means the thirtieth day following the originally scheduled Early Redemption Date, (if any);

"**Postponed Fixed Interest Date**" means the thirtieth day following the originally scheduled Fixed Interest Date;

"**Postponed Maturity Date**" means the thirtieth day following the originally scheduled Maturity Date;

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

"Valuation Date" means in respect of the Maturity Date, the Fixed Interest Date or the Early Redemption Date (if any), the date that is five Business Days prior to each such date. If a Price Source Disruption Event occurs or otherwise subsists on such day, the Valuation 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 Postponed Maturity Date, the Postponed Fixed Interest Date or the Postponed Early Redemption Date as applicable.