

**MiFID II product governance / Eligible counterparties, professional investors and retail investors target market** - The Issuer is not subject to Directive 2014/65/EU (as amended, MiFID II) or the requirements of an “investment firm,” “manufacturer” or “distributor” under the MiFID product governance rules of EU Delegated Directive 2017/593. For purposes of MiFID II, the Dealer shall be deemed the “manufacturer” in respect of the Notes. 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 MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties, professional clients and retail clients are appropriate, subject to the distributor’s suitability and appropriateness obligations under MiFID II, as applicable. 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, with all sales subject to the distributor’s suitability and appropriateness obligations under MiFID II, as applicable.

For the avoidance of doubt, the target market assessment does not constitute a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Notes.

**Pricing Supplement dated 1 October 2019**

**AFRICAN DEVELOPMENT BANK**

**Global Debt Issuance Facility  
for issues of Notes with maturities of one day or longer**

**Issue of TRY 25,000,000 Zero Coupon Notes due 18 October 2023 (to be consolidated and form a single series with the TRY 350,000,000 Zero Coupon Notes due 18 October 2023 issued on 18 October 2018 and the TRY 250,000,000 Zero Coupon Notes due 18 October 2023 issued on 2 May 2019) (the Notes)**

This document constitutes the Pricing Supplement relating to the issue of Notes described herein. This Pricing Supplement constitutes Final Terms for the purposes of listing and trading Notes on the Regulated Market of the Luxembourg Stock Exchange. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Information Memorandum dated 8 September 2009, as supplemented by the Supplemental Information Memorandum dated 16 January 2017 (as so supplemented, the **Information Memorandum**). This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with such Information Memorandum.

- |    |                           |  |
|----|---------------------------|--|
| 1. | Issuer:                   | African Development Bank   |
| 2. | (i) Series Number:        | 814  |
|    | (ii) Tranche Number:      | 3  |
| 3. | Specified Currency:       | Turkish Lira ( <b>TRY</b> ), subject to the provisions set out in the Annex hereto |
| 4. | Aggregate Nominal Amount: |  |
|    | (i) Series:               | TRY 625,000,000  |

	(ii) Tranche:	TRY 25,000,000
5.	(i) Issue Price:	63.400 per cent. of the Aggregate Nominal Amount
	(ii) Net proceeds:	TRY 15,850,000
6.	Specified Denominations:	TRY 10,000 (the <b>Calculation Amount</b> )
7.	(i) Issue Date:	3 October 2019
	(ii) Interest Commencement Date:	Not Applicable
8.	Maturity Date:	18 October 2023, subject to the provisions set out in the Annex hereto
9.	Interest Basis:	Zero Coupon (further particulars specified below)
10.	Redemption/Payment Basis:	See paragraphs 24, 25 and 34 below
11.	Change of Interest or Redemption/Payment Basis:	Not Applicable
12.	Put/Call Options:	Not Applicable
13.	Status of the Notes:	Senior
14.	Listing and Trading:	The regulated market of the Luxembourg Stock Exchange for the purposes of Directive 2014/65/EC on Markets in Financial Instruments
15.	Method of distribution:	Non-syndicated

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

16.	<b>Fixed Rate Note Provisions</b>	Not Applicable
17.	<b>Floating Rate Note Provisions</b>	Not Applicable
18.	<b>Zero Coupon Note Provisions</b>	Applicable
	(i) Amortisation Yield:	22.332 per cent. per annum
	(ii) Day Count Fraction:	Actual/Actual
	(iii) Any other formula/basis of determining amount payable:	Not Applicable
19.	<b>Index-Linked Interest Note Provisions</b>	Not Applicable
20.	<b>Dual Currency Interest Note Provisions</b>	Not Applicable
21.	<b>Variable Coupon Amount Notes:</b>	Not Applicable

## PROVISIONS RELATING TO REDEMPTION

22. **Call Option** Not Applicable
23. **Put Option** Not Applicable
24. **Final Redemption Amount of each Note** TRY 10,000 per Calculation Amount, subject to the provisions set out in the Annex hereto
25. **Early Redemption Amount**
- Early Redemption Amount(s) of each Note payable on event of default and/or the method of calculating the same (if required or if different from that set out in the Conditions):
- Subject to the provisions set out in the Annex hereto, an amount per Calculation Amount calculated in accordance with the following formula:
- $$(0.3650 \times \text{Calculation Amount}) \times (1 + \text{Amortisation Yield})^y$$
- Where:
- 0.3650 represents the percentage per Calculation Amount corresponding to the Issue Price of the existing Notes; and
- y is a fraction, the numerator of which is equal to the actual number of days from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is 365.
26. **Variable Redemption Amount Notes** Not Applicable

## GENERAL PROVISIONS APPLICABLE TO THE NOTES

27. Form of Notes:
- Bearer Notes:** Not Applicable
- Registered Notes:** Applicable
- Registrar and Transfer Agents
- Registrar:
- Citibank, N.A., Citigroup Centre, Canary Wharf, London E14 5LB
- Transfer Agent:
- Banque Internationale à Luxembourg société anonyme, 69 route d'Esch, L-

2953 Luxembourg

- (i) DTC Application: No
- (ii) Australian Domestic Notes: No
28. Relevant Financial Centre(s) or other special provisions relating to Payment Dates: Istanbul
- For the purposes of Conditions 4 and 6 and the Annex hereto, "Business Day" means a 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, Istanbul and New York City
29. Talons for future Coupons to be attached to Definitive Bearer Notes (and dates on which such Talons mature): Not Applicable
30. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: Not Applicable
31. Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made: Not Applicable
32. Redenomination, renominatisation and reconventioning provisions: Not Applicable
33. Consolidation provisions: Not Applicable
34. Other terms or special conditions: The provisions set out in the Annex shall apply to the terms and conditions in accordance herewith
35. Governing law: English Law

#### **DISTRIBUTION**

36. (i) If syndicated, names of Managers: Not Applicable
- (ii) Stabilising Manager (if any): Not Applicable
37. If non-syndicated, name of Dealer: J.P. Morgan Securities plc
38. Additional selling restrictions: None

## OPERATIONAL INFORMATION

- |     |  |                          |
|-----|--|--------------------------|
| 39. | ISIN Code:   | XS1895063763             |
| 40. | Common Code:   | 189506376                |
| 41. | Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): | Not Applicable           |
| 42. | Delivery:  | Delivery against payment |
| 43. | Changes to the Agent(s) (if any):  | Not Applicable           |
| 44. | Applicable TEFRA Rules:  | Not Applicable           |
| 45. | Additional United States Federal Income Tax Consequences:  | Not Applicable           |
| 46. | Intended to be held in a manner that would allow Eurosystem eligibility:   | No                       |

## LISTING APPLICATION

This Pricing Supplement comprises the final terms required for issue and admission to trading on the Regulated Market of the Luxembourg Stock Exchange and admission to trading on the Official List of the Luxembourg Stock Exchange of the Notes described herein pursuant to the Global Debt Issuance Facility of the African Development Bank.

## NO MATERIAL ADVERSE CHANGE

There has been no material adverse change in the financial position of the Issuer since 31 December 2018.

## AUDITORS

The annual accounts of the Issuer for the financial years ended 31 December 2017 and 31 December 2018 have been audited by Deloitte & Associés.

## RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of African Development Bank:

By:



Duly authorised

**Bajabulle TSHABALALA**  
**Vice President Finance**  
**& Chief Finance Officer**

## ANNEX

All payments in respect of the Notes will be made in TRY, subject to the occurrence of a Settlement Disruption Event and will in all cases be subject to any fiscal or other laws applicable thereto.

If the Calculation Agent (as defined below) following consultation with the Issuer determines (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), the Calculation Agent shall notify the Agent of its determination as soon as practicable after making such determination (but in no event later than 8.00am London time one (1) London 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) London Business Day after receipt of the aforementioned notice from the Calculation Agent) notify the Noteholders thereof.

If a Settlement Disruption Event has occurred during the Determination Period but prior to the Maturity Date or Early Redemption Date a Settlement Disruption Event no longer subsists and there is no postponement of the Maturity Date or Early Redemption Date in accordance with the provisions herein, the Calculation Agent shall notify the Issuer and the Agent thereof as soon as practicable on or after the London Business Day on which the Settlement Disruption Event no longer subsists (but in no event later than one (1) London Business Day thereafter) whereupon the Agent shall as soon as practicable thereafter (but in no event later than one (1) London Business Day after receipt of the aforementioned notice from the Calculation Agent) notify the Noteholders thereof.

If a Settlement Disruption Event has occurred and is subsisting on the London Business Day prior to the Maturity Date or Early Redemption Date or any amount is to be paid on a postponed Maturity Date or Early Redemption Date, regardless of whether a Settlement Disruption Event is subsisting at such time, payment shall be made in United States Dollars ("USD") and the amount of such payment shall be calculated by the Calculation Agent and promptly notified to the Agent and the Issuer (but in no event later than two London Business Days prior to the Maturity Date or Early Redemption Date) as an amount per Calculation Amount (the "**Relevant TRY Amount**") resulting from the application of the following formula, with such amount to be rounded to the nearest whole cent (with 0.5 cent being rounded upwards):

### **Relevant TRY Amount ÷ 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 Maturity Date or Early Redemption Date following any postponement of such date as a result of any day during the Determination Period that would otherwise have fallen on a Business Day not being a Business Day. In the event of any such postponement of the originally scheduled Maturity Date or Early Redemption Date, the Calculation Agent shall notify the Issuer and the Agent of such postponement as soon as practicable and in any event not later than the second London Business Day prior to the originally scheduled Maturity Date or Early Redemption Date 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.

For the purposes of these provisions:

"**Calculation Agent**" means JPMorgan Chase Bank, N.A. in accordance with the provisions of the Agency Agreement entered into between the Issuer and Citibank, N.A., London as issuing and paying agent and principal registrar and certain other financial institutions named therein dated 8 September 2009 and the Calculation Agent Appointment Letter between the Issuer and the Calculation Agent dated 6 September 2016 (together, the "**Calculation Agency Agreement**") (as amended and/or supplemented from time to time). All references to the Calculation Agent shall include any successor or successors to JPMorgan Chase Bank, N.A. 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 the Noteholders and shall be made in consultation with the Issuer and acting 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 in relation to the Maturity Date or any Early Redemption Date, the period (i) commencing from (and including) the date which falls on the fifth Business Day and (ii) ending on (and including) the date which falls on the third Business Day, immediately preceding, in each case, the Maturity Date or such Early Redemption Date, which dates for the commencement and ending of such period shall be subject to adjustment in accordance with the Following Business Day Convention should such dates no longer fall on the fifth or the third such preceding Business Day, respectively, as a result of any day during such period that would otherwise have fallen on a Business Day not being a Business Day (and, upon any such adjustment, there shall be a corresponding postponement of the Maturity Date or such Early Redemption Date);

**"Early Redemption Date"** means, in relation to any early redemption, the date on which the Early Redemption Amount is payable;

**"Exchange Rate"** means the rate of exchange expressed as the amount of TRY payable for one USD as determined by the Calculation Agent in consultation with the Issuer, acting in good faith and in a commercially reasonable manner, as the rate that would be payable to purchase USD with the Aggregate Nominal Amount on the Maturity Date or Early Redemption Date (including any postponed such date), which may result in a USD equivalent amount of zero;

**"London Business Day"** means a 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;

**"Settlement Disruption Event"** means, as determined by the Calculation Agent in consultation with the Issuer and acting in good faith and in a commercially reasonable manner, (i) the imposition of laws or regulations by the Central Bank of the Republic of Turkey (the "CBRT") or any 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 the CBRT or such 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) have 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; (ii) Euroclear and/or Clearstream, Luxembourg suspend or cease the acceptance of TRY as a settlement currency or otherwise give notice of their intention to do so from any date on or before the Maturity Date or any Early Redemption Date (including any postponed such date).