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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
100 F Street, N.E.
Washington, D.C. 20549

REPORT OF
ASIAN DEVELOPMENT BANK

In respect of the issue of the ADB's
PHP5,220,400,000
5.25 per cent. Notes due 9 March 2023
payable in United States dollars
Series No. 1044-00-1

Filed pursuant to Rule 3 of Regulation AD
Dated: 15 February 2019

The following information is filed pursuant to Rule 3 of Regulation AD in respect of the issue of PHP5,220,400,000 principal amount of 5.25 per cent. Notes due 9 March 2023 payable in United States dollars (Series No. 1044-00-1) (the "Notes") of the Asian Development Bank (the "ADB") under its Global Medium-Term Note Program (the "Program"). Certain information specified in Schedule A to Regulation AD is not available at the date of this report, but when available, will be filed as promptly as possible.

Item 1. Description of Obligations

The terms and conditions of the Notes are set forth in the Prospectus to the ADB's Global Medium-Term Note Program dated 28 April 2011 (the "Prospectus"), previously filed under a report of the ADB dated 4 May 2011, and in the Pricing Supplement relating to the Notes dated 15 February 2019 (the "Pricing Supplement"), which is filed herewith. Certain other information about the ADB is provided in the form of an Information Statement, the latest version of which, dated 25 April 2018, was filed under a report of the ADB dated 25 April 2018.

The global agent of the ADB with respect to the Notes is Citibank, N.A., Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom. The calculation agent of the ADB with respect to the Notes is JPMorgan Chase Bank N.A., London Branch, 25 Bank Street, Canary Wharf London E14 5JP, United Kingdom.

Item 2. Distribution of Obligations

See the Prospectus, pages 59 to 62 and the Pricing Supplement.

As of 15 February 2019, the ADB entered into a Terms Agreement, filed herewith, with J.P. Morgan Securities plc. (the "Manager"), pursuant to which ADB has

agreed to issue, and the Manager has agreed to purchase, a principal amount of the Notes aggregating PHP5,220,400,000 (payable in U.S.\$100,000,000) for an issue price of 100 per cent. less an underwriting fee of 0.20 per cent. of the principal amount. For the avoidance of doubt, the aggregate purchase price after the above adjustment shall be PHP5,209,959,200 payable in United States dollars in the amount U.S.\$99,800,000. The Notes will be offered for sale subject to issuance and acceptance by the Manager and subject to prior sale. It is expected that the delivery of the Notes will be made on or about 20 February 2019. The Manager proposes to offer all the Notes to the public at the public offering price of 100 per cent.

Item 3. Distribution Spread

See the Pricing Supplement, pages 3 and 8, and the Terms Agreement.

	<u>Price to the Public</u>	<u>Commissions and Concessions</u>	<u>Proceeds to ADB</u>
Per Unit	100%	0.20%	99.80%
Total in PHP	PHP5,220,400,000	PHP10,440,800	PHP5,209,959,200
Total in U.S.\$	U.S.\$100,000,000	U.S.\$200,000	U.S.\$99,800,000
Total			

Item 4. Discounts and Commissions to Sub-Underwriters and Dealers
See Item 3.

Item 5. Other Expenses of Distribution

<u>Item</u>	<u>Amount</u>
Legal Fees.....	USD\$22,500*
Listing Fees (Luxembourg)	USD\$2,367*

* Asterisks indicate that expenses itemized above are estimates.

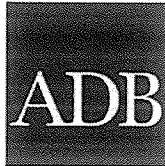
Item 6. Application of Proceeds

See the Prospectus, page 5.

Item 7. Exhibits

- (a) (i) Prospectus relating to the Global Medium-Term Note Program dated 28 April 2011, previously filed under a report of the ADB dated 4 May 2011.
- (ii) Pricing Supplement dated 15 February 2019.
- (b) Copy of an opinion of counsel as to the legality of the Notes (to be filed at a later date).
- (c) (i) Standard Provisions relating to the issuance of Notes by the ADB under the Program dated as of 28 April 2011, previously filed under a report of the ADB dated 4 May 2011.
- (ii) Terms Agreement dated 15 February 2019.
- (d) (i) Information Statement dated 25 April 2018, previously filed under a report of the ADB dated 25 April 2018.
- (ii) Prospectus and Pricing Supplement (see (a) above).

PRICING SUPPLEMENT



**ASIAN DEVELOPMENT BANK
GLOBAL MEDIUM-TERM NOTE PROGRAM**

Series No.: 1044-00-1

PHP5,220,400,000

**5.25 per cent. Notes due 9 March 2023
payable in United States dollars**

Issue price: 100 per cent.

Manager

J.P. Morgan

The date of this Pricing Supplement is 15 February 2019.

This pricing supplement (this "Pricing Supplement") is issued to give details of an issue of PHP5,220,400,000 5.25 per cent. Notes due 9 March 2023 payable in United States dollars (the "Notes") by the Asian Development Bank ("ADB") under its Global Medium-Term Note Program and to provide information supplemental to the Prospectus referred to below.

This Pricing Supplement supplements the terms and conditions of the Notes set forth in the Prospectus dated 28 April 2011 (as amended and supplemented and together with the documents incorporated by reference therein, the "Prospectus") and should be read in conjunction with the Prospectus. Unless otherwise defined in this Pricing Supplement, capitalized terms used herein have the meanings given to them in the Prospectus.

The issue of the Notes was authorized pursuant to a global borrowing authorization of the Board of Directors of ADB dated 7 December 2018.

This Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such an offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

The Notes are not required to be and have not been registered under the U.S. Securities Act of 1933, as amended. The Notes have not been approved or disapproved by the U.S. Securities and Exchange Commission or any state securities commission nor has the Commission or any state securities commission passed upon the accuracy or adequacy of this Pricing Supplement. Any representation to the contrary is a criminal offense in the United States.

The distribution of this Pricing Supplement or the Prospectus and the offer and sale of the Notes may be restricted by law in certain jurisdictions. Persons into whose possession this Pricing Supplement or the Prospectus comes are required by ADB and the Manager to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers and sales of Notes and on the distribution of this Pricing Supplement or the Prospectus, see "Plan of Distribution" in the Prospectus.

The Notes are not the obligation of any government.

TERMS AND CONDITIONS

The following items are the particular terms and conditions of the Notes to which this Pricing Supplement relates. In case of any conflict between such terms and conditions and the terms and conditions set forth in the Prospectus, the terms and conditions set forth in this Pricing Supplement shall govern.

General Provisions

1. Issuer: Asian Development Bank ("ADB").
2. Series Number: 1044-00-1.
3.
 - (i) Specified Currency (Condition 1(c)): The lawful currency of the Republic of the Philippines ("Philippine Peso" or "PHP").
 - (ii) Specified Principal Payment Currency if different from Specified Currency (Condition 1(c)): United States dollars ("U.S.\$" or "U.S. dollars").
 - (iii) Specified Interest Payment Currency if different from Specified Currency (Condition 1(c)): U.S.\$.
 - (iv) Alternative Currency (Condition 7(i)) (if applicable): Not applicable.
4. Aggregate Nominal Amount: PHP5,220,400,000 payable in U.S.\$.
5.
 - (i) Issue Price: 100 per cent. of the Aggregate Nominal Amount.
 - (ii) Net proceeds: PHP5,209,959,200 payable in U.S.\$99,800,000 using the U.S.\$/PHP exchange rate of 52.204.
6. Specified Denominations (Condition 1(a)): PHP100,000 payable in U.S.\$.
7.
 - (i) Issue Date (Condition 5(d)): 20 February 2019.
 - (ii) Interest Commencement Date (if different from the Issue Date) (Condition 5(d)): Not applicable.

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| 8. Maturity Date or Redemption Month (Condition 6(a)): | 9 March 2023, subject to paragraph 31 below (which may be subject to adjustment under the "Adjustments to Interest Payment Date and Maturity Date" as defined in the Appendix). |
| 9. Interest Basis (Condition 5): | Fixed Rate (Condition 5(a)) (further particulars specified in paragraph 16 below). |
| 10. Redemption/Payment Basis (Condition 6(a)): | Redemption at par, provided that the Final Redemption Amount shall be payable in U.S.\$ determined in accordance with paragraph 23 below. |
| 11. Change of Interest or Redemption/Payment Basis: | Not applicable. |
| 12. Put/Call Options (Conditions 6(e) and (f)): | Not applicable. |
| 13. Status of the Notes (Condition 3): | Senior. |
| 14. Listing: | Luxembourg Stock Exchange. |
| 15. Method of distribution: | Non-syndicated. |

Provisions Relating to Interest Payable

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| 16. Fixed Rate Note Provisions (Condition 5(a)): | Applicable. |
| (i) Rate(s) of Interest: | 5.25 per cent. per annum, payable semi-annually in arrear. |
| (ii) Interest Payment Date(s): | 9 March and 9 September of each year, commencing on 9 September 2019 up to and including the Maturity Date, subject to paragraph 31 below (each as may be subject to adjustment under "Adjustments to Interest Payment Date and Maturity Date" as defined in the Appendix). |
| (iii) Fixed Coupon Amount(s): | PHP2,625 per Specified Denomination payable in U.S.\$ on each Interest Payment Date, except for the first Interest Payment Date on 9 September 2019, which is subject to the Broken Amount as per |

paragraph 16(iv) below, provided that the Fixed Coupon Amount shall be payable in U.S.\$ in accordance with paragraph 16(ix) below.

- (iv) Broken Amount(s): PHP2,902.08 per Specified Denomination, provided that the Broken Amount shall be payable in U.S.\$ in accordance with paragraph 16(ix) below.
- (v) Relevant Financial Center: Manila.
- (vi) Additional Business Center(s) (Condition 5(d)): New York City.
- (vii) Day Count Fraction (Condition 5(d)): 30E/360 or Eurobond Basis.
- (viii) Determination Date(s): Not applicable.
- (ix) Other terms relating to the method of calculating interest for Fixed Rate Notes: The interest amounts will be paid on each Interest Payment Date in U.S.\$ converted from PHP at the applicable Reference Rate (as defined in the Appendix) on the Rate Fixing Date (as defined in the Appendix) in respect of the Interest Payment Date.

The Fixed Coupon Amount and Broken Amount, as applicable, per Specified Denomination payable in U.S.\$ shall be PHP2,625 and PHP2,902.08, respectively, divided by the Reference Rate (as defined in the Appendix). Such amount being rounded to the nearest cent, with U.S.\$0.005 being rounded upwards.

The resulting figure shall then be multiplied by 52,204 to arrive at the total Fixed Coupon Amount or Broken Amount, as applicable, with respect to the relevant Interest Payment Date.

No Calculation Period shall be adjusted in the event that the first day or last day of such period falls on a day that is not a Business Day.

The last paragraph of Condition 5(a) shall be replaced in its entirety by the following:

"Interest will cease to accrue on each Fixed Rate Note on the Maturity Date unless, upon due presentation thereof, payment of principal is improperly withheld or refused, in which event interest will continue to accrue at the specified Rate of Interest up to but excluding the earlier of (i) the date on which actual payment of principal is made, or (ii) the 15th calendar day following the receipt of such payment of principal by the Paying Agent."

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| 17. Floating Rate Note Provisions (Condition 5(b)): | Not applicable. |
| 18. Zero Coupon/Deep Discount Note Provisions (Conditions 5(c) and 6(c)): | Not applicable. |
| 19. Index-Linked Interest Note Provisions: | Not applicable. |
| 20. Dual Currency Note Provisions: | Not applicable. |

Provisions Relating to Redemption

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| 21. Call Option (Condition 6(e)): | Not applicable. |
| 22. Put Option (Condition 6(f)): | Not applicable. |
| 23. Final Redemption Amount: | Aggregate Nominal Amount; provided, however, that the Final Redemption Amount will be paid on the Maturity Date in U.S.\$ converted from PHP at the applicable Reference Rate (as defined in the Appendix) on the relevant Rate Fixing Date (as defined in the Appendix). |

The Final Redemption Amount per Specified Denomination payable in U.S.\$ shall be: PHP100,000 divided by the Reference Rate (as defined in the Appendix). Such amount being rounded to

the nearest cent, with U.S.\$0.005 being rounded upwards.

The resulting figure shall then be multiplied by 52,204 to arrive at the total Final Redemption Amount payable on the Maturity Date.

- (i) Alternative Payment Mechanism (Conditions 7(a) and (c)): Not applicable.
- (ii) Long Maturity Note (Condition 7(f)): Not applicable.
- (iii) Variable Redemption Amount (Condition 6(d)): Not applicable.

24. Early Redemption Amount:

- (i) Early Redemption Amount(s) payable on an Event of Default (Condition 9) and/or the method of calculating the same (if required or if different from that set out in the Conditions):

In the event that the Notes become due and payable as provided in Condition 9, the Early Redemption Amount with respect to each Specified Denomination will be a U.S.\$ amount equal to the Redemption Amount that is determined in accordance with "23. Final Redemption Amount" above plus accrued and unpaid interest, if any, as determined in accordance with "16. Fixed Rate Note Provisions (Condition 5(a))"; *provided* that for the purposes of such determination, the "Rate Fixing Date" shall be the date that is no later than two (2) Fixing Business Days (as defined in the Appendix) prior to the date upon which the Notes become due and payable as provided in Condition 9.
- (ii) Unmatured Coupons to become void (Condition 7(f)): Not applicable.

Additional General Provisions Applicable to the Notes

- 25. Form of Notes: Registered Notes.
- Definitive Registered Notes: Registered Global Note available on Issue Date.

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| 26. | Talons for future Coupons to be attached to definitive Bearer Notes (and dates on which such Talons mature): | Not applicable. |
| 27. | 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 ADB to forfeit the Notes and interest due on late payment: | Not applicable. |
| 28. | Details relating to Installment Notes: | Not applicable. |
| 29. | Redenomination, renominalization and reconventioning provisions: | Not applicable. |
| 30. | Consolidation provisions: | Not applicable. |
| 31. | Other terms or special conditions: | |
| | (i) Payment Dates: | <p>If any date for payment of any principal or interest in respect of the Notes is not a Business Day, ADB shall not be obliged to pay such principal or interest until the first following day that is a Business Day and shall not be obliged to pay any interest or other payment in respect of such postponed payment.</p> <p>“Business Day” shall mean a day other than a Saturday or a 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 Manila and New York City.</p> |

Distribution

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| 32. | (i) If syndicated, names of Managers: | Not applicable. |
| | (ii) Stabilizing Manager (if any): | Not applicable. |
| | (iii) Commissions and | 0.20 per cent. of the Aggregate Nominal |

Concessions:

Amount payable in U.S.\$.

33. If non-syndicated, name of Dealer: J.P. Morgan Securities plc.
34. Additional selling restrictions: The following paragraphs shall be deemed to be set out under the headings "The Republic of the Philippines" and "Other" in the section entitled "Plan of Distribution" in the Prospectus:

The Republic of the Philippines

"The Dealer represents, warrants and agrees that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the Republic of the Philippines."

Other

"The Dealer represents, warrants and agrees that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, to persons in high-risk and non-cooperative jurisdictions as identified by the Financial Action Tax Force."

Operational Information

35. (i) ISIN: XS1951933636.
(ii) CUSIP: Not applicable.
(iii) CINS: Not applicable.
(iv) WKN: Not applicable.
36. Common Code: 195193363.
37. Any clearing system(s) other than Euroclear, Clearstream, Luxembourg and DTC and the relevant identification number(s): Euroclear and Clearstream, Luxembourg only.
38. Delivery: Delivery against payment.
39. Additional Paying Agent(s) (if any): Not applicable.
40. Governing Law: English.

Listing Application

This Pricing Supplement comprises the details required to list the issue of Notes described herein pursuant to the listing of the Global Medium-Term Note Program of ADB.

Material Adverse Change Statement

There has been no material adverse change in the financial position or prospects of ADB since the date of the financial statements included in the Information Statement of ADB, which was most recently published on 25 April 2018.

Recent Developments

On 5 May 2018, ADB's Board of Governors approved the following with respect to its 2017 reported net income of U.S.\$753.3 million, after the allocation of income from the transfer of Asian Development Fund loans and certain other assets to the ordinary reserve and appropriation of guarantee fees to the special reserve:

- a. U.S.\$49.0 million, representing the ASC 815/825 adjustments and the unrealized portion of net income from equity investments accounted for under the equity method, for the year ended 31 December 2017, be added from the net income to the cumulative revaluation adjustments account;
- b. U.S.\$14.2 million, representing the adjustment to the loan loss reserve as of 31 December 2017, be added from net income to the loan loss reserve;
- c. U.S.\$350.7 million be allocated to the ordinary reserve;
- d. U.S.\$259.4 million be allocated to the Asian Development Fund; and
- e. U.S.\$80.0 million be allocated to the Technical Assistance Special Fund.

On 12 December 2018, Shixin Chen succeeded Wencai Zhang as Vice-President for Operations 1.

Performance of Rates of Exchange and Explanation of Effect on Value of Investment

Certain historical information in respect of the U.S.\$/PHP foreign exchange rate is set out below. The payments of principal and interest received by holders of the Notes will be affected by the U.S.\$/PHP foreign exchange rate. Information in respect of the U.S.\$/PHP foreign exchange rate can also be found on Bloomberg.

<u>Year Ended 31 December</u>	<u>High</u>	<u>Low</u>
2009	46.570	46.200
2010	43.945	43.880
2011	44.125	43.810
2012	41.050	41.030
2013	44.490	44.340

<u>Year Ended 31 December</u>	<u>High</u>	<u>Low</u>
2014	44.768	44.700
2015	47.185	47.050
2016	49.830	49.700
2017	50.022	49.877
2018	52.690	52.525
<u>Period From</u>	<u>High</u>	<u>Low</u>
1 January 2019 – 8 February 2019	52.240	52.067

Source: Bloomberg (closing prices)

The delivery of this Pricing Supplement does not imply any representation on the part of the Issuer, the Calculation Agent or the Manager or any other person that the information extracted from the source above is correct.

NEITHER THE ISSUER NOR THE MANAGER MAKE ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION WHATSOEVER AS TO THE RESULTS TO BE OBTAINED FROM AN INVESTMENT IN THE NOTES. THE FOREGOING INFORMATION IS BASED UPON PUBLICLY AVAILABLE INFORMATION AS PUBLISHED BY THE APPLICABLE SOURCE. HOWEVER, NONE OF THE ISSUER, THE MANAGER, OR ANY OF THEIR AFFILIATES SHALL BE LIABLE (WHETHER IN NEGLIGENCE OR OTHERWISE) TO ANY PERSON FOR ANY ERROR IN THE INFORMATION SET FORTH ABOVE AND THEY SHALL NOT BE UNDER ANY OBLIGATION TO ADVISE ANY PERSON OF ANY ERROR THEREIN.

Responsibility

ADB accepts responsibility for the information contained in this Pricing Supplement which, when read together with the Prospectus referred to above, contains all information that is material in the context of the issue of the Notes. The information contained under the heading “Performance of Rates of Exchange and Explanation of Effect on Value of Investment” above has been extracted from Bloomberg. ADB confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by Bloomberg, no facts have been omitted which would render the reproduced information inaccurate or misleading.

ASIAN DEVELOPMENT BANK

By: 

Name: KAZUKI FUKUNAGA

Title: Deputy Treasurer

APPENDIX

Provisions Relating to U.S. Dollar Payments

The terms referenced below shall have the following specified meanings:

"Calculation Agent" means JP Morgan Chase Bank, N.A., London Branch.

"Payment Business Day" means a day other than a Saturday or a 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 New York City and Manila.

"Fixing Business Day" means a day other than a Saturday or a 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 Manila.

"Rate Fixing Date" means the relevant Scheduled Rate Fixing Date, subject to Valuation Postponement.

"Scheduled Rate Fixing Date" means the date which is two (2) Fixing Business Days prior to the Interest Payment Date or the Maturity Date or such other date on which an amount in respect of the Notes is due and payable, as the case may be. If any Scheduled Rate Fixing Date is an Unscheduled Holiday, the relevant Rate Fixing Date shall be the next following relevant Fixing Business Day, subject to the provisions in respect of any Unscheduled Holiday set out below under Deferral Period for Unscheduled Holiday.

"Reference Rate" means the currency exchange rate used on each Rate Fixing Date, which will be the PHP/U.S.\$ morning weighted average rate for that Rate Fixing Date, expressed as the amount of Philippine Peso per one U.S. Dollar, for settlement in one (1) Fixing Business Day, sponsored by the Bankers Association of the Philippines (www.bap.org.ph) as the "BAP AM Weighted Average Rate" and which is published by Bloomberg as "PHP BAPPESO PHP06" on Bloomberg Screen FIXI and on Bloomberg Screen OTC PH (or any replacement page or replacement service as may be implemented for the purpose of displaying the PHP/U.S.\$ morning weighted average rate), at approximately 11:30 a.m., Manila time, on that Rate Fixing Date. In case of discrepancy between the PHP/U.S.\$ morning weighted average rate as published by Bloomberg and as published by the Bankers Association of the Philippines, the PHP/U.S.\$ morning weighted average rate as published by Bloomberg will prevail. The Calculation Agent shall notify the Issuer and Paying Agent on the Rate Fixing Date of the applicable Reference Rate.

If a Price Source Disruption Event occurs on any Scheduled Rate Fixing Date, then the Reference Rate for such Rate Fixing Date shall be determined by the Calculation Agent in accordance with the Price Source Disruption Fallback Provisions set out below.

"Unscheduled Holiday" means a day that is not a Fixing Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly

available information) until a time later than 9:00 a.m. Manila time, two (2) Fixing Business Days prior to the relevant Rate Fixing Date corresponding to the Interest Payment Date or two (2) Fixing Business Days prior to the Rate Fixing Date corresponding to the Maturity Date.

“Adjustments to Interest Payment Date and Maturity Date” means that if a Scheduled Rate Fixing Date is adjusted in accordance with the Following Business Day Convention or if Valuation Postponement applies, then the Interest Payment Date or Maturity Date relating to such Scheduled Rate Fixing Date shall be as soon as practicable, but in no event later than five (5) Payment Business Days after the date on which the Reference Rate for such Interest Payment Date is determined or five (5) Payment Business Days after the date on which the Reference Rate for the Maturity Date is determined.

If any Interest Payment Date or Maturity Date is adjusted in accordance with the preceding sentence, then such adjustment (and the corresponding payment obligations to be made on such dates) shall apply only to such Interest Payment Date or Maturity Date and no further adjustment shall apply to the amount of interest or principal payable.

Fallback Provisions:

A “Price Source Disruption Event” shall occur if it becomes impossible to obtain the Reference Rate on a Rate Fixing Date.

The Calculation Agent shall have the sole discretion to declare the occurrence of a Price Source Disruption Event on a Rate Fixing Date.

In the event of a Price Source Disruption Event, the Calculation Agent shall apply the following procedures (each a “Price Source Disruption Event Fallback”) for the determination of the Reference Rate in respect of the relevant Interest Payment Date, Maturity Date or other date on which an amount in respect of the Notes is due and payable, as the case may be, in the following order, until such Reference Rate can be determined.

1.	Valuation Postponement	(as defined below)
2.	Fallback Reference Price	SFEMC PHP Indicative Survey Rate (PHP05)
3.	Fallback Survey Valuation Postponement	(as defined below)
4.	Dealers Poll	(as defined below)
5.	Calculation Agent Determination of Reference Rate	

Cumulative Events: Except as provided below, in no event shall the total number of consecutive calendar days during which either (i) valuation is deferred due to an Unscheduled Holiday, or (ii) a Valuation Postponement shall occur (or any combination of (i) and (ii)), exceed 14 consecutive calendar days in the aggregate. Accordingly, (x) if, upon the lapse of any such 14 calendar day period, an Unscheduled Holiday shall have occurred or be continuing on the day following such period that otherwise would have been a Fixing Business Day, then such day shall be deemed to be the applicable Rate Fixing Date, and (y) if, upon the lapse of any such 14 calendar day period, a Price Source Disruption Event shall have occurred or be continuing on the day following such period on which the Reference Rate otherwise would be determined, then Valuation Postponement shall not apply and the Reference Rate shall be determined in accordance with the next Price Source Disruption Event Fallback on such day, which shall be deemed to be the applicable Rate Fixing Date.

"Valuation Postponement" means that the Reference Rate will be determined on the Fixing Business Day first succeeding the day on which the Price Source Disruption Event ceases to exist, unless the Price Source Disruption Event continues to exist (measured from the date that, but for the occurrence of the Price Source Disruption Event, would have been the Rate Fixing Date) for a consecutive number of calendar days equal to the Maximum Days of Postponement. In such event, the Reference Rate will be determined on the next Fixing Business Day after the Maximum Days of Postponement (which will, subject to the provisions relating to Fallback Survey Valuation Postponement, be deemed to be the applicable Rate Fixing Date) in accordance with the next applicable Price Source Disruption Event Fallback.

Maximum Days of Postponement: means 14 calendar days.

"SFEMC PHP Indicative Survey Rate (PHP05)" means that the Reference Rate for a given Rate Fixing Date will be the PHP/U.S.\$ specified rate for U.S.\$, expressed as the amount of Philippine Pesos per one U.S.\$, for settlement in one (1) Fixing Business Day, as published on the website of the Singapore Foreign Exchange Market Committee ("SFEMC") at approximately 3:30 p.m. (Singapore time), or as soon thereafter as practicable, on such date. The Reference Rate shall be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC PHP Indicative Survey for the purpose of determining the SFEMC PHP Indicative Survey Rate (PHP05).

"SFEMC PHP Indicative Survey" means a methodology, dated as of 1 December 2004, as amended from time to time, for a centralized industry-wide survey of financial institutions that are active participants in the PHP/U.S.\$ markets for the purpose of determining the SFEMC PHP Indicative Survey Rate (PHP05).

"Fallback Survey Valuation Postponement" means that, in the event that the Fallback Reference Price is not available on or before the 3rd Fixing Business Day (or day that would have been a Fixing Business Day but for an Unscheduled Holiday) succeeding the end of any of (i) a Valuation Postponement for a Price Source Disruption Event, (ii) a Deferral Period for Unscheduled Holiday (determined as set forth below), or (iii) Cumulative Events, then the Reference Rate will be determined in accordance with the next applicable Price Source Disruption Event Fallback on such day (which will be deemed to be the applicable Rate Fixing

Date). For the avoidance of doubt, Cumulative Events, if applicable, do not preclude postponement of valuation in accordance with this provision.

"Dealers Poll" means that the Calculation Agent shall determine the Reference Rate on the basis of quotations (expressed as the number of PHP per one U.S.\$) provided by four Reference Dealers of the U.S.\$/PHP spot exchange rate for such Rate Fixing Date. The Calculation Agent will request the Specified Office of each of the Reference Dealers to determine and provide a firm quotation of the U.S.\$/PHP spot exchange rate for the applicable Rate Fixing Date by or before 4:00 p.m., Manila time, on the Rate Fixing Date. If four firm quotations are provided, the Reference Rate for the applicable Rate Fixing Date will be the arithmetic mean of the U.S.\$/PHP spot exchange rates, without regard to the U.S.\$/PHP spot exchange rates having the highest and lowest value. For this purpose, if more than one quotation has the same highest value or lowest value, the U.S.\$/PHP spot exchange rates of only one of such quotations shall be disregarded in determining the Reference Rate. If two or three firm quotations are provided, the Reference Rate for the applicable Rate Fixing Date will be the arithmetic mean of the U.S.\$/PHP spot exchange rates provided.

If fewer than two firm quotations are provided by 4:00 p.m., Manila time, then the Reference Rate will be determined in accordance with the next applicable Price Source Disruption Event Fallback on such day.

"Reference Dealers" means leading dealers, banks or banking corporations which regularly deal in the U.S.\$/PHP foreign exchange market that is not an affiliate of J.P. Morgan Securities plc, as selected by the Calculation Agent in its sole discretion, acting in good faith and in a commercially reasonable manner.

"Specified Office" means the office or branch of the Reference Dealer located in the Philippines.

Calculation Agent Determination of Reference Rate: In the event that the Reference Rate cannot be determined pursuant to and within the time periods set forth in respect of any other Price Source Disruption Event Fallback described above, then the Reference Rate shall be determined by the Calculation Agent in its sole discretion, acting in good faith and in a commercially reasonable manner, on such day (which will be deemed to be the applicable Rate Fixing Date).

Deferral Period for Unscheduled Holiday: In the event any Scheduled Rate Fixing Date is postponed due to the occurrence of an Unscheduled Holiday, and if the Rate Fixing Date in respect thereof has not occurred on or before 14 consecutive calendar days following the Scheduled Rate Fixing Date (any such period being a "Deferral Period"), then the next day after the Deferral Period that would have been a Fixing Business Day but for the Unscheduled Holiday, shall be deemed to be the Rate Fixing Date.

ISSUER

Asian Development Bank

6 ADB Avenue
Mandaluyong City
1550 Metro Manila
Philippines

GLOBAL AGENT

Citibank, N.A.

Citigroup Centre
Canada Square, Canary Wharf
London E14 5LB
United Kingdom

LUXEMBOURG LISTING AGENT

BNP Paribas Securities Services, Luxembourg Branch
60 Avenue J.F. Kennedy
L-1855 Luxembourg

LEGAL ADVISERS TO THE MANAGER

Cleary Gottlieb Steen & Hamilton LLP

One Liberty Plaza
New York, NY 10006
USA

TERMS AGREEMENT NO.: 1044-00-1

under the

ASIAN DEVELOPMENT BANK

GLOBAL MEDIUM-TERM NOTE PROGRAM

**PHP5,220,400,000 5.25 per cent. Notes due 9 March 2023
payable in United States dollars**

15 February 2019

Asian Development Bank
6 ADB Avenue, Mandaluyong City
1550 Metro Manila
Philippines

Attention: Head, Treasury Client Solutions Unit, Treasury Department

The undersigned manager (the "Manager") agrees to purchase from the Asian Development Bank ("ADB") its PHP5,220,400,000 5.25 per cent. Notes due 9 March 2023 payable in United States dollars (the "Notes") described in the pricing supplement dated as of the date hereof relating thereto (the "Pricing Supplement") and the related Prospectus dated 28 April 2011 (the "Prospectus") at 10:00 a.m., London time, on 20 February 2019 (the "Settlement Date") at an aggregate purchase price of PHP5,209,959,200 payable in U.S. dollars in the amount of U.S.\$99,800,000 on the terms set forth herein and in the Standard Provisions dated as of 28 April 2011 (the "Standard Provisions") relating to the issuance of Notes by ADB. The Standard Provisions are incorporated herein by reference. In so purchasing the Notes, the Manager understands and agrees that it is not acting as an agent of ADB in the sale of the Notes.

When used herein and in the Standard Provisions as so incorporated, the term "Notes" refers to the Notes as defined herein. All other terms defined in the Prospectus, the Pricing Supplement relating to the Notes and the Standard Provisions shall have the same meanings when used herein.

ADB represents and warrants to, and agrees with, the Manager that the representations and warranties of ADB set forth in Section 2(a) of the Standard Provisions are true and correct as though made at and as of the date hereof and will be true and accurate as though made at and as of the Settlement Date.

The Manager warrants and covenants that this Terms Agreement has been duly authorized, executed and delivered by it, and that such execution and delivery does not, and the

performance by it of its obligations hereunder will not, contravene any provision of applicable law or its articles of association or equivalent constitutive documents or any judgment, order or decree of any governmental body, regulatory agency or court having jurisdiction over it. The Manager warrants and covenants to ADB that the warranties of the Manager set forth in Section 2(b) of the Standard Provisions are true and correct as though made at and as of the date hereof and will be true and accurate as of the Settlement Date.

The obligation of the Manager to purchase Notes hereunder is subject to the continued accuracy, on each date from the date hereof to and including the Settlement Date, of ADB's representations and warranties contained in the Standard Provisions and to ADB's performance and observance of all applicable covenants and agreements contained herein and therein. The obligation of the Manager to purchase Notes hereunder is further subject to the additional conditions (if applicable) set forth in Section 6 of the Standard Provisions, including the receipt by the Manager of an ADB officer's certificate and the documents referred to in Sections 6(c)(i) and (iii) of the Standard Provisions.

ADB certifies to the Manager that, as of the Settlement Date, (i) ADB has performed all of its obligations under the Standard Provisions and this Terms Agreement required to be performed or satisfied on or prior to the Settlement Date and (ii) the Prospectus, as supplemented by the Pricing Supplement, contains all material information relating to the assets and liabilities, financial position, and net income of ADB, and nothing has happened or is expected to happen that would require the Prospectus, as supplemented by the Pricing Supplement, to be further supplemented or updated.

The following additional terms shall apply to the issue and purchase of Notes:

1. ADB agrees that it will issue the Notes and the Manager agrees to purchase the Notes at the aggregate purchase price specified above, calculated as follows: the issue price of 100 per cent. of the principal amount less a manager and underwriting fee of 0.20 per cent. of the principal amount. For the avoidance of doubt, the aggregate purchase price after the above adjustment shall be PHP5,209,959,200 payable in United States dollars in the amount of U.S.\$99,800,000.

2. Payment for the Notes shall be made on the Settlement Date by the Manager to Citibank, N.A., for transfer in immediately available funds to an account designated by ADB. Delivery of the Notes shall be made to Citibank Europe plc, as common depositary for Euroclear and Clearstream, Luxembourg, for the account of the Manager.

3. ADB hereby appoints the Manager as a Dealer under the Standard Provisions solely for the purpose of the issue of Notes to which this Terms Agreement pertains. The Manager shall be vested, solely with respect to this issue of Notes, with all authority, rights and powers of a Dealer purchasing Notes as principal set out in the Standard Provisions, a copy of which it acknowledges it has received, and this Terms Agreement. The Manager acknowledges having requested and received, or waived receipt of, a copy of each of the Prospectus and the Global Agency Agreement, duly executed by the parties thereto.

4. In consideration of ADB appointing the Manager as a Dealer solely with respect to this issue of Notes, the Manager hereby undertakes for the benefit of ADB that, in relation to this issue of Notes, it will perform and comply with all of the duties and obligations specified to be assumed by a Dealer under the Standard Provisions.

5. The Manager acknowledges that such appointment is limited to this particular issue of Notes and is not for any other issue of notes of ADB pursuant to the Standard Provisions and that such appointment will terminate upon this issue of Notes, but without prejudice to any rights (including, without limitation, any indemnification rights), duties or obligations of the Manager that have arisen prior to such termination.

6. The Manager represents, warrants and agrees that it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

7. The Manager represents, warrants and agrees that the Notes have not been and will not be offered in the United States or to U.S. persons.

8. The Manager represents, warrants and agrees that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the Philippines.

9. The Manager represents, warrants and agrees that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, to persons in high-risk and non-cooperative jurisdictions as identified by the Financial Action Tax Force.

10. For purposes hereof, the notice details of each of ADB and the Manager are as follows:

For ADB:

Asian Development Bank
6 ADB Avenue, Mandaluyong City
1550 Metro Manila
Philippines
Attention: Head, Treasury Client Solutions Unit, Treasury Department
Telephone: (632) 632-6657
Facsimile: (632) 632-4120 or 636-2625
Electronic
Mailing Address: lccs@adb.org

For the Manager:

J.P. Morgan Securities plc
25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom

Attention: Head of Debt Syndicate and Head of EMEA Debt Capital Markets Group
E-mail: Head_of_EMEA_DCMG@jpmorgan.com

11. All notices and other communications hereunder shall be in writing and shall be transmitted in accordance with Section 10 of the Standard Provisions.

The Standard Provisions and this Terms Agreement, and any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in accordance with the laws of England.

Except for the rights of Indemnified Parties to enforce the indemnities provided under Section 7 of the Standard Provisions, a person who is not a party to this Terms Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Standard Provisions or this Terms Agreement. Any date or period specified in the Standard Provisions or this Terms Agreement may be postponed or extended by mutual agreement between ADB and the Dealer but, as regards any date or period originally fixed or so postponed or extended, time shall be of the essence. The Standard Provisions and this Terms Agreement, and any documents entered into pursuant thereto, constitute the entire agreement between ADB and the Dealer in relation to the subject matter thereof and supersede and extinguish, and each of ADB and the Dealer in entering into this Terms Agreement and such other documents agrees that it does not rely on and shall have no remedy in respect of, all prior drafts and all prior agreements, understandings, undertakings, arrangements, representations and warranties (of any nature whatsoever, of any person whether party to this Terms Agreement or not and whether written or oral) in relation to such subject matter other than as expressly set out in the Standard Provisions and this Terms Agreement, save that nothing herein shall exclude or limit any liability or remedy arising as a result of fraud or affect or diminish ADB's or the Dealer's liability under Section 7 of the Standard Provisions.

With respect to any legal action or proceedings ("Proceedings") in the courts of England arising out of or in connection with this Terms Agreement, each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of England and waives any objection to Proceedings in such courts on the ground of venue or on the ground that Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the English courts shall be conclusive and binding upon it, *provided, however*, that in accordance with Article 50, paragraph 2 of the Agreement Establishing the Asian Development Bank (the "Charter"), no action shall be brought against ADB by any member of ADB, or by any agency or instrumentality of a member, or by any entity or person directly or indirectly acting for or deriving claims from a member, or from any entity or instrumentality of a member, and that, in accordance with Article 50, paragraph 3 of the Charter, the property and assets of ADB shall, wheresoever located and by whomsoever held, be immune from all forms of seizure, attachment or execution before the delivery of final judgment against ADB.


ADB hereby irrevocably appoints Freshfields Bruckhaus Deringer LLP at 65 Fleet Street, London EC4Y 1HS as its agent in England to receive, for it and on its behalf, service of process in any Proceedings in England. If for any reason such process agent ceases to be able to act as such or no longer has an address in London, ADB irrevocably agrees to appoint

a substitute process agent and shall immediately notify the Manager of such appointment in accordance with Section 10 of the Standard Provisions and this Terms Agreement. Nothing shall affect the right to serve process in any manner permitted by law.

12. Nothing in this Terms Agreement shall be construed as an express or implied waiver, renunciation or other modification of any immunities, privileges or exemptions of ADB accorded under the Charter, international convention or any applicable law.

This Terms Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts together shall constitute one and the same instrument.

J.P. MORGAN SECURITIES PLC

By: 
Name: ANDREW BROCK
Title: EXECUTIVE DIRECTOR

[Signatures continued on following page.]

CONFIRMED AND ACCEPTED, as of the
date first written above:

ASIAN DEVELOPMENT BANK

By: 

Name: KAZUKI FUKUNAGA

Title: Deputy Treasurer