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**Syndication Agreement**

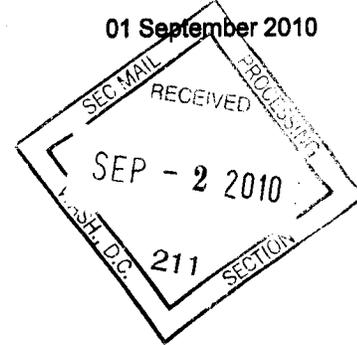
**European Bank for Reconstruction and Development  
U.S.\$1,000,000,000 1.625 per cent. Global Notes due 03 September 2015**

To: HSBC Bank plc  
J.P. Morgan Securities Ltd.  
Morgan Stanley & Co. International plc  
(the "Lead Managers")

Daiwa Capital Markets Europe Limited  
RBC Capital Markets Corporation  
The Toronto-Dominion Bank  
(together with the Lead Managers, the "Managers")

c/o Morgan Stanley & Co. International plc  
25 Cabot Square  
Canary Wharf  
London E14 4QA

cc: Citibank, N.A., (Agent)



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OFFICE OF INTERNATIONAL  
COMMUNICATIONS

Dear Sirs,

European Bank for Reconstruction and Development (the "Issuer") proposes to issue U.S.\$1,000,000,000 1.625 per cent. Global Notes due 03 September 2015 (the "Notes") pursuant to its Euro 30,000,000,000 Global Medium Term Note Programme. The terms of the issue shall be as set out in the form of Pricing Supplement attached to this Agreement as Annex A.

This Agreement is supplemental to the amended and restated Programme Agreement (the "Programme Agreement") dated 11 August 2010 made between the Issuer and the Dealers party thereto. All terms used herein have the meanings given to them in the Programme Agreement.

We wish to record the arrangements agreed between us in relation to this issue:

- 1 This Agreement appoints each Manager which is not a party to the Programme Agreement (each a "New Dealer") as a Dealer under the Programme Agreement for the purposes of the issue of the Notes.

The Lead Managers confirm that they are in receipt of the documents referenced below:

- (i) a copy of the Programme Agreement; and
- (ii) a copy of such of the documents referred to in Appendix A of the Programme Agreement as the Lead Managers (on behalf of the Managers) have requested;

and, on behalf of the New Dealers, have found them to be satisfactory. In the case of any document referred to in Appendix A of the Programme Agreement which they have not requested, the Lead Managers confirm, on behalf of the New Dealers, that they have waived such production.

For the purposes of the Programme Agreement, the details of the Lead Managers for service of notices are as follows:

HSBC Bank plc  
8 Canada Square  
London E14 5HQ

Tel: +44 20 7991 8888  
Fax: +44 20 7992 4973  
Attn: Transaction Management Group

J.P. Morgan Securities Ltd.  
125 London Wall  
London EC2Y 5AJ

Tel: +44 20 7742 4000  
Fax: +44 20 7325 8270  
Attn: Head of Debt Syndicate and Head of EMEA Debt Capital Markets

Morgan Stanley & Co. International plc  
25 Cabot Square  
Canary Wharf  
London E14 4QA

Tel: +44 20 7677 7799  
Fax: +44 20 7056 4984  
Attn: Head of Transaction Management Group, Global Capital Markets

In consideration of the Issuer appointing the New Dealers as Dealers in respect of the Notes under the Programme Agreement, each New Dealer hereby undertakes, for the benefit of the Issuer and each of the other Dealers, that, in relation to the issue of the Notes, it will perform and comply with all the duties and obligations expressed to be assumed by a Dealer under the Programme Agreement, a copy of which it acknowledges it has received from the Lead Managers.

The Issuer hereby confirms that the New Dealers shall be vested with all authority, rights, powers, duties and obligations of a Dealer in relation to the issue of the Notes as if originally named as a Dealer under the Programme Agreement provided that following the Issue Date (as defined in Clause 3) the New Dealers shall have no further such authority, rights, powers, duties and obligations except such as may have accrued or been incurred prior to or in connection with the Issue Date.

## 2

- 2.1** Subject to the terms and conditions of the Programme Agreement and this Agreement, the Issuer hereby agrees to issue the Notes and the Managers jointly and severally agree to purchase the Notes at a purchase price of 99.861 per cent. of the principal amount of the Notes (the "**Purchase Price**") plus accrued interest, if any, being the issue price of 99.986 per cent. less a combined selling and management and underwriting commission of 0.125 per cent. of such principal amount.

- 2.2 The Managers agree as between themselves that they will be bound by and will comply with the International Capital Market Association Standard Form Agreement Among Managers version 1 (the "**Agreement Among Managers**") with respect to the Notes and further agree that references in the Agreement Among Managers to the "Lead Manager" shall mean the Lead Managers.
- 3 The settlement procedures set out in Part 2 of Annex A of the Procedures Memorandum shall apply as if set out in this Agreement provided that, for the purposes of this Agreement:
- (i) the sum payable on the Issue Date shall be U.S.\$998,610,000 (representing the Purchase Price) which should be paid to the account of the Issuer with Citibank, New York, CITIUS 33, account number 36125585, in favour of European Bank for Reconstruction and Development, London;
  - (ii) "**Issue Date**" means 14.30 hours (London time) on 03 September 2010, or at such other time and/or date as the Issuer and the Lead Managers on behalf of the Managers may agree; and
  - (iii) "**Payment Instruction Date**" means the Issue Date unless there is to be a pre-closing for the issue in which case it means the business day (being a day on which banks and foreign exchange markets are open for business in London) prior to the Issue Date.
- 4 The Lead Managers shall bear and pay all costs and expenses (including legal expenses) incurred by the Managers in or in connection with the initial printing of the Notes, this Agreement and the Pricing Supplement prepared in connection with the issue of the Notes, the upfront fees and expenses of Citibank, N.A. as agent, the initial listing of the Notes on the Official List and the admission of the Notes to trading on the London Stock Exchange's Regulated Market and making initial delivery of the Notes. The Issuer shall bear the cost of its own legal expenses. For the avoidance of doubt, the Lead Managers shall only bear the costs and expenses listed above relating to the initial issue of the Notes, and shall not be liable for any further costs and expenses.
- 5 The obligation of the Managers to purchase the Notes is conditional upon:
- 5.1 the conditions set out in Clause 3.2 (other than that set out in Clause 3.2.7) of the Programme Agreement being satisfied as of the Payment Instruction Date; and
  - 5.2 the delivery to the Lead Managers on the Payment Instruction Date of (i) legal opinions and/or disclosure letters (as applicable) addressed to the Managers dated the Payment Instruction Date in such form and with such contents as the Lead Managers, on behalf of the Managers, may reasonably require from the General Counsel, a Deputy General Counsel or an Assistant General Counsel of the Issuer, from Linklaters LLP, legal advisers to the Managers in England and from Cleary Gottlieb Steen & Hamilton LLP, legal advisers to the Issuer in the United States; (ii) a certificate dated as at the Payment Instruction Date signed by a duly authorised officer of the Issuer to the effect stated in sub-paragraph 5.1 of this Clause with regard to the Issuer and further to the effect that the Prospectus (when read together with the Pricing Supplement) contains all material information relating to the Notes and to the assets and liabilities, financial position and profits and losses of the Issuer and nothing has happened or is expected to happen which would require the Prospectus to be supplemented or updated and (iii) such other conditions precedent as the Lead

Managers reasonably may require.

If any of the foregoing conditions is not satisfied on or before the Payment Instruction Date, this Agreement shall terminate on such date and the parties hereto shall be under no further liability arising out of this Agreement (except for any liability arising before or in relation to such termination), provided that the Lead Managers, on behalf of the Managers, may in their discretion waive any of the aforesaid conditions or any part of them.

**6**

**6.1** The Lead Managers, on behalf of the Managers, may, by notice to the Issuer, and the Issuer may, by notice to the Lead Managers, on behalf of the Managers, terminate this Agreement at any time prior to payment of the net subscription moneys to the Issuer if in the opinion of the Lead Managers, on behalf of the Managers or the Issuer, as the case may be, there shall have been such a change in national or international financial, political or economic conditions or currency exchange rates or exchange controls as would in the view of the Lead Managers or the Issuer, as the case may be, be likely to prejudice materially the success of the distribution of the Notes or dealings in the Notes in the secondary market.

**6.2** Upon such notice being given, this Agreement shall terminate and no party shall be under any liability to any other in respect thereof except for the obligations of the Managers under Clause 8 of the Programme Agreement and the respective obligations of the parties under Clause 6 of the Programme Agreement.

**7** Clause 16 of the Programme Agreement shall also apply to this Agreement as if expressly incorporated herein.

**8** This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement and any party may enter into this Agreement by executing a counterpart.

**9** A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

Please confirm that this letter correctly sets out the arrangements agreed between us.

Yours faithfully

For: European Bank for Reconstruction and Development

By: 

We agree to the foregoing.

For: HSBC Bank plc  
J.P. Morgan Securities Ltd.  
Morgan Stanley & Co. International plc

By:

Each by its duly authorised attorney

For: Daiwa Capital Markets Europe Limited  
RBC Capital Markets Corporation  
The Toronto-Dominion Bank

By:

Each by its duly authorised attorney

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Yours faithfully

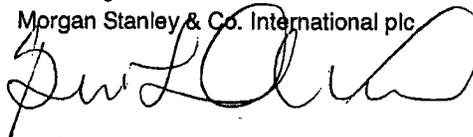
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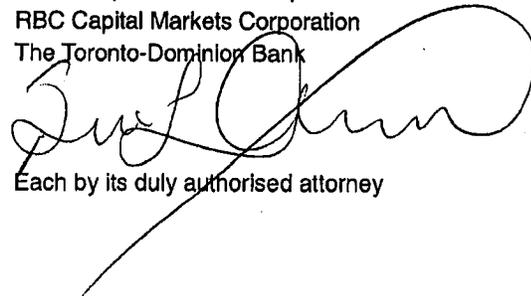


Barbara L. Alexander  
Executive Director

Each by its duly authorised attorney

For: Daiwa Capital Markets Europe Limited  
RBC Capital Markets Corporation  
The Toronto-Dominion Bank

By:



Each by its duly authorised attorney

**Annex A**  
**Form of Pricing Supplement**

**PRICING SUPPLEMENT**

**European Bank for Reconstruction and Development**  
**U.S.\$1,000,000,000 1.625 per cent. Global Notes due 03 September 2015**  
**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 Base Prospectus dated 11 August 2010 which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the "**Prospectus Directive**"). This Pricing Supplement constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus. Full information on the Issuer and the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. The Base Prospectus 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:	United States Dollar ("U.S.\$")
2	Nominal Amount:	U.S.\$1,000,000,000
3	Type of Note:	Fixed Rate
4	Issue Date:	03 September 2010
5	Issue Price:	99.986 per cent.
6	Maturity Date:	03 September 2015
7	Fungible with existing Notes:	No

**FORM OF THE NOTES**

8	Form of Note:	Registered
9	New Global Note:	No
10	Specified Denomination(s):	U.S.\$1,000
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) Registered holder of Registered Global Note:	The Registered Global Note will be deposited with The Depository Trust Company, New York and registered in the name of Cede & Co. as The Depository

Trust Company, New York's nominee.

- (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 44 of the Base Prospectus

#### PROVISIONS RELATING TO INITIAL PAYMENT

- 14 Partly Paid Notes: No

#### PROVISIONS RELATING TO INTEREST

- 15 Interest Commencement Date: Issue Date

##### Fixed Rate Notes:

- 16 (c) Fixed Rate of Interest: 1.625 per cent. per annum payable semi-annually in arrear
- (d) Fixed Interest Dates: 03 March and 03 September in each year, commencing 3 March 2011.
- (e) Initial Broken Amount per Specified Denomination: Not Applicable
- (f) Final Broken Amount per Specified Denomination: Not Applicable
- (g) Fixed Day Count Fraction: 30/360
- (h) Business Day Convention: Following Business Day (unadjusted)
- (i) Business Day definition if different from that in Condition 4(a)(iii): Condition 4(a)(iii) applies (and for the avoidance of doubt, New York is the principal financial centre). Additional business centre is London.
- (j) Calculation of interest to be adjusted in accordance with Business Day Convention specified above: No

- 17 Zero Coupon Notes: Not Applicable

- 18 Floating Rate Notes and Indexed Notes: Not Applicable

#### PROVISIONS REGARDING PAYMENTS/DELIVERIES

- 19 Definition of "Payment Day" for the purpose of Condition 6(e) if different to that set out in Condition 6: Condition 6(e) applies and the additional business centres are London and New York
- 20 Dual Currency Notes: Not Applicable
- 21 Physically Settled Notes: Not Applicable

## PROVISIONS REGARDING REDEMPTION/MATURITY

- |    |     |  |  |
|----|-----|--|--|
| 22 | (k) | Redemption at Issuer's option:   | No                                       |
|    | (l) | Redemption at Noteholder's option:   | No                                       |
| 23 | (m) | 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 per cent. per Specified Denomination |
|    | (n) | 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 |     | Early Redemption Amount for each Note payable on an event of default:  | Condition 5(d) applies                   |

## DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS

- |    |  |  |   |
|----|--|--|---|
| 26 |  | Method of distribution:  | Syndicated  |
| 27 |  | If Syndicated, names and addresses of Managers or, if Non-Syndicated name and address of Dealer: | <b>Lead Managers</b><br><br>HSBC Bank plc<br>8 Canada Square<br>London E14 5HQ<br><br>J.P. Morgan Securities Ltd.<br>125 London Wall<br>London EC2Y 5AJ<br><br>Morgan Stanley & Co. International plc<br>25 Cabot Square<br>Canary Wharf<br>London E14 4QA<br><br><b>Co-Lead Managers</b><br><br>Daiwa Capital Markets Europe Limited<br>5 King William Street<br>London EC4N 7AX<br><br>RBC Capital Markets Corporation<br>3 World Financial Center<br>200 Vesey Street<br>New York, NY 1028<br><br>The Toronto-Dominion Bank<br>60 Threadneedle Street<br>London EC2R 8AP |
| 28 |  | Date of Syndication Agreement:   | 01 September 2010   |
| 29 |  | Stabilising Manager  | Not Applicable  |

30	Non-exempt Offer:	Not Applicable
31	Additional selling restrictions:	Not Applicable
32	Details of additional/alternative clearing system approved by the Issuer and the Agent:	Not Applicable
33	Intended to be held in a manner which would allow Eurosystem eligibility:	No
34	Common Code	053873073
	ISIN Code:	US29874QBV59
	CUSIP Number:	29874QBV5
35	Listing:	Official List of the UK Listing Authority and trading on the Regulated Market of the London Stock Exchange
36	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.	Not Applicable
37	Additional Information:	None
38	Total Commissions:	0.125 per cent. of the Nominal Amount

This Pricing Supplement comprises the pricing supplement required for issue and admission to trading on the London Stock Exchange plc's Regulated Market of the Notes described herein pursuant to the Euro 30,000,000,000 Global Medium Term Note Programme of European Bank for Reconstruction and Development (as from 03 September 2010).

## RESPONSIBILITY

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

For and on behalf of  
**EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT**

By: .....  
Authorised signatory



6 **YIELD**

Indication of yield: 1.628 per cent. (semi-annual)

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

7 **HISTORIC INTEREST RATES**

Not Applicable

8 **PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING**

Not Applicable

9 **PERFORMANCE OF RATES OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT**

Not Applicable