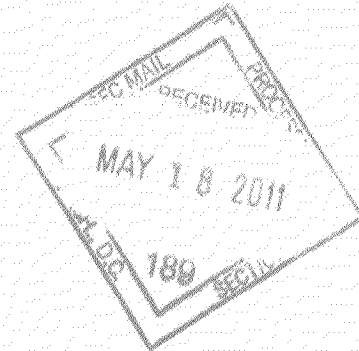


suppl. 83-2

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 NOK1,250,000,000  
3.375 per cent. Notes due 20 May 2014

Filed pursuant to Rule 3 of Regulation AD  
Dated: 18 May 2011

The following information is filed pursuant to Rule 3 of Regulation AD in respect of the issue of NOK1,250,000,000 principal amount of 3.375 per cent. Notes due 20 May 2014 (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”), which was previously filed under a report of the ADB dated 4 May 2011, and in the Pricing Supplement relating to the Notes dated 18 May 2011 (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 April 28, 2011, was filed under a report of the ADB dated April 28, 2011. The global agent of the ADB with respect to the Notes is Citibank, N.A., Citigroup Center, Canary Wharf, London E14 5LB.

Item 2.        Distribution of Obligations

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

As of 18 May 2011, the ADB entered into a Terms Agreement, filed herewith, with Royal Bank of Canada Europe Limited, The Toronto-Dominion Bank, Daiwa Capital Markets Europe Limited, Deutsche Bank AG, London Branch, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., Skandinaviska Enskilda Banken AB (publ) and Zurich Cantonalbank (the “Managers”), pursuant to which the ADB has agreed to issue and sell, and the Managers have jointly and severally

agreed to purchase, a principal amount of the Notes aggregating NOK1,250,000,000 for an issue price of 101.011%, less a management and underwriting fee of 0.1875% of the principal amount and a selling concession of 1.1875% of the principal amount. The Notes will be offered for sale subject to issuance and acceptance by the Managers and subject to prior sale. It is expected that the delivery of the Notes will be made on or about 20 May 2011.

The Managers propose to offer all the Notes to the public at the public offering price of 101.011%.

The respective principal amounts of the Notes that each of the Managers commits to underwrite are set forth opposite their names below:

<u>Name</u>	<u>Principal Amount</u>
Royal Bank of Canada Europe Limited .....	NOK575,000,000
The Toronto-Dominion Bank .....	575,000,000
Daiwa Capital Markets Europe Limited .....	20,000,000
Deutsche Bank AG, London Branch .....	20,000,000
Coöperatieve Centrale Raiffeisen- Boerenleenbank B.A. ....	20,000,000
Skandinaviska Enskilda Banken AB (publ)....	20,000,000
Zurich Cantonalbank.....	20,000,000
Total .....	<u>NOK1,250,000,000</u>

Item 3. Distribution Spread

See the Pricing Supplement, pages 3, 4 and 7 and the Terms Agreement.

	<u>Price to the Public</u>	<u>Commissions and Concessions</u>	<u>Proceeds to ADB</u>
Per Unit	101.011%	1.375%	99.636%
Total	NOK1,262,637,500	NOK17,187,500	NOK1,245,450,000

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.....	\$50,000*
Listing Fees (Luxembourg) .....	\$5,100*

\* 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 18 May 2011.
- (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 18 May 2011.
- (d) (i) Information Statement dated 28 April 2010, previously filed under a report of the ADB dated 28 April 2010.
- (ii) Prospectus and Pricing Supplement (see (a) above).

**PRICING SUPPLEMENT**



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

**Series No: 623-00-1**

**NOK1,250,000,000**

**3.375 per cent. Notes due 20 May 2014**

**Issue price: 101.011 per cent.**

*Joint Lead Managers*

**RBC Capital Markets**

**TD Securities**

*Co-Lead Managers*

**Daiwa Capital Markets Europe  
Rabobank International**

**Deutsche Bank  
SEB**

**Zurich Cantonalbank**

The date of this Pricing Supplement is 18 May 2011.

This pricing supplement (this “Pricing Supplement”) is issued to give details of an issue of NOK1,250,000,000 3.375 per cent. Notes due 20 May 2014 (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 6 December 2010.

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 Managers 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.
2. Series Number: 623-00-1.
3. (i) Specified Currency  
(Condition 1(c)): Norwegian Kroner (“NOK”).
- (ii) Specified Principal Payment  
Currency if different from  
Specified Currency (Condition  
1(c)): Not applicable.
- (iii) Specified Interest Payment  
Currency if different from  
Specified Currency (Condition  
1(c)): Not applicable.
- (iv) Alternative Currency  
(Condition 7(i)) (if applicable): Not applicable.
4. Aggregate Nominal Amount: NOK1,250,000,000.
5. (i) Issue Price: 101.011 per cent. of the Aggregate  
Nominal Amount.
- (ii) Net proceeds: NOK1,245,450,000.
6. Specified Denominations (Condition  
1(a)): NOK10,000.
7. (i) Issue Date (Condition 5(d)): 20 May 2011.
- (ii) Interest Commencement Date  
(if different from the Issue  
Date) (Condition 5(d)): Not applicable.
8. Maturity Date or Redemption Month  
(Condition 6(a)): 20 May 2014.

- |     |   |  |
|-----|---|--|
| 9.  | Interest Basis (Condition 5)):                  | Fixed Rate (Condition 5(a)) (further particulars specified below). |
| 10. | Redemption/Payment Basis (Condition 6(a)):      | Redemption at par.   |
| 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.  |
| 15. | Method of distribution:                         | Syndicated.  |

**Provisions Relating to Interest Payable**

- |     |  |  |
|-----|--|--|
| 16. | Fixed Rate Note Provisions (Condition 5(a)):         | Applicable.  |
|     | (i) Rate(s) of Interest:                             | 3.375 per cent. per annum, payable annually in arrear. |
|     | (ii) Interest Payment Date(s):                       | 20 May of each year, commencing 20 May 2012.           |
|     | (iii) Fixed Coupon Amount(s):                        | NOK337.50 per Specified Denomination.                  |
|     | (iv) Broken Amount(s):                               | Not applicable.  |
|     | (v) Relevant Financial Center:                       | Oslo.  |
|     | (vi) Additional Business Center(s) (Condition 5(d)): | London and New York.                                   |
|     | (vii) Day Count Fraction (Condition 5(d)):           | Act/Act (ICMA).  |
|     | (viii) Determination Date(s):                        | Not applicable.  |



- (ix) Other terms relating to the method of calculating interest for Fixed Rate Notes: 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.
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**
21. Call Option (Condition 6(e)): Not applicable.
22. Put Option (Condition 6(f)): Not applicable.
23. Final Redemption Amount: Aggregate Nominal Amount.
- (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): As set out in the Conditions.
- (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: Global Registered Note available on Issue Date; not exchangeable for individual Definitive Registered Notes.
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: 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.  
  
“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 London, New York and Oslo.

## Distribution

32. (i) If syndicated, names of Managers: Royal Bank of Canada Europe Limited  
The Toronto-Dominion Bank  
Daiwa Capital Markets Europe Limited  
Deutsche Bank AG, London Branch  
Coöperatieve Centrale Raiffeisen-  
Boerenleenbank B.A.  
Skandinaviska Enskilda Banken AB  
(publ)  
Zurich Cantonalbank
- (ii) Stabilizing Manager (if any): Not applicable.
- (iii) Commissions and Concessions: 1.375 per cent. of the Aggregate Nominal Amount (combined management and underwriting commission of 0.1875 per cent. and a selling concession of 1.1875 per cent.).
33. If non-syndicated, name of Dealer: Not applicable.
34. Additional selling restrictions: The following paragraph shall be deemed to be set out under the heading “Norway” in the section entitled “Plan of Distribution” in the Prospectus:
- “The Notes have not been nor will they be registered with the Norwegian Registry of Securities (*Verdipapir register*). Accordingly, each Manager has represented and agreed that it has not offered or sold and will not offer or sell any Notes, directly or indirectly, in the Kingdom of Norway or to residents of the Kingdom of Norway and that it has not distributed and will not distribute the Prospectus or any other offering material relating to the Notes in or from the Kingdom of Norway, except to Norwegian entities having permission from the Norwegian authorities to conduct investment services.”

## Operational Information

- |     |       |   |   |
|-----|-------|---|---|
| 35. | (i)   | ISIN:   | XS0629312645                                |
|     | (ii)  | CUSIP:  | Not applicable.                             |
|     | (iii) | CINS:   | Not applicable.                             |
|     | (iv)  | Other:  | Not applicable.                             |
| 36. |       | Common Code:  | 062931264.                                  |
| 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 recently published on 28 April 2011.

## Recent Developments

On 5 May 2011, ADB's Board of Governors approved the following with respect to the 2010 reported net income of \$614.5 million after appropriation of guarantee fees to the special reserve:

- (i) \$77.8 million, representing unrealized gains as of 31 December 2010, be added to the cumulative revaluation adjustments account;
- (ii) \$45.9 million, representing the adjustment to the loan loss reserve as of 31 December 2010, be added from the loan loss reserve to the net income;
- (iii) \$422.6 million be allocated to the ordinary reserve;
- (iv) \$120.0 million be allocated to the Asian Development Fund; and
- (v) \$40.0 million be allocated to the Technical Assistance Special Fund.

**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.

ASIAN DEVELOPMENT BANK

By: 

Name: KAZUKI FUKUNAGA

Title: Assistant Treasurer

**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

**LUXEMBOURG LISTING AGENT**

**BNP Paribas Securities Services, Luxembourg Branch**  
33, rue de Gasperich, Howald - Hesperange  
L-2085 Luxembourg

**LEGAL ADVISERS TO THE DEALERS**

*As to United States and English law*

**Cleary Gottlieb Steen & Hamilton LLP**  
One Liberty Plaza  
New York, NY 10006

**TERMS AGREEMENT NO. 623-00-1**

**under the**

**ASIAN DEVELOPMENT BANK**

**GLOBAL MEDIUM-TERM NOTE PROGRAM**

**NOK1,250,000,000**

**3.375 per cent. Notes due 20 May 2014**

18 May 2011

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

Attention: Assistant Treasurer, Funding Division

The undersigned managers (collectively, the “Managers”) agree to purchase from the Asian Development Bank (“ADB”) its NOK1,250,000,000 3.375% Notes due 20 May 2014 (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 May 2011 (the “Settlement Date”) at an aggregate purchase price of NOK1,245,450,000.00 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, each of the Managers 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, each of the Managers 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.

Each of the Managers 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. Each of the Managers warrants and covenants to ADB that the warranties of such 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 each of the Managers 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 each of the Managers 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 (i) by each of the Managers of the documents referred to in clauses (i), (ii), (iii) and (iv) of Exhibits A of the Standard Provisions and Sections 6(c)(i) and (iii) of the Standard Provisions and (ii) by Royal Bank of Canada Europe Limited, The Toronto-Dominion Bank, Daiwa Capital Markets Europe Limited and Deutsche Bank AG, London Branch of the documents referred to in clauses (v) and (vi) of Exhibits A of the Standard Provisions. Rabobank International, Skandinaviska Enskilda Banken AB (publ) and Zurich Cantonalbank each acknowledges receipt of copies of the documents referred to in clauses (v) and (vi) of Exhibit A of the Standard Provisions.

ADB certifies to the Managers 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 Managers named below jointly and severally agree to purchase the Notes at the aggregate purchase price specified above, calculated as follows: the issue price of 101.011 per cent. less a management and underwriting fee of 0.1875 per cent. of the principal amount and a selling concession of 1.1875 per cent. of the principal amount.

2. Payment for the Notes shall be made on the Settlement Date by the Managers to Citibank Europe plc, as common depositary for Euroclear and Clearstream, Luxembourg, 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 Managers.

3. ADB hereby appoints each of the Managers as a Dealer under the Standard Provisions solely for the purpose of the issue of Notes to which this Terms Agreement pertains. Each of the Managers 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. Each of



the Managers acknowledges having requested and received, or waived its receipt of, copies of the Prospectus and the Global Agency Agreement, duly executed by the parties thereto.

4. In consideration of ADB appointing each of the Managers as a Dealer solely with respect to this issue of Notes, each of the Managers hereby undertakes for the benefit of ADB and each of the other Managers 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. Each of the Managers 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 Managers that have arisen prior to such termination.

6. The Dealer 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 Notes have not been nor will they be registered with the Norwegian Registry of Securities (*Verdipapir register*). Accordingly, each Manager has represented and agreed that it has not offered or sold and will not offer or sell any Notes, directly or indirectly, in the Kingdom of Norway or to residents of the Kingdom of Norway and that it has not distributed and will not distribute the Prospectus or any other offering material relating to the Notes in or from the Kingdom of Norway, except to Norwegian entities having permission from the Norwegian authorities to conduct investment services.

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

For ADB:

Asian Development Bank  
6 ADB Avenue, Mandaluyong City  
1550 Metro Manila  
Philippines  
Attention: Funding Division, Treasury Department  
Telephone: (632) 632-4713  
Facsimile: (632) 632-4120 or 636-2625  
Electronic Mailing  
Address: TDFD\_Documentation@adb.org

For the Managers:

Royal Bank of Canada Europe Limited  
71 Queen Victoria Street  
London EC4V 4DE, England  
United Kingdom  
Attention: Transaction Management Group  
Telephone: +44 20 7029 7031  
Facsimile: +44 20 7029 7927

9. 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 among ADB and the Managers 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 Managers in relation to the subject matter thereof and supersede and extinguish, and each of ADB and the Managers 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 Managers' 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 Managers 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.

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.

ROYAL BANK OF CANADA EUROPE LIMITED  
THE TORONTO-DOMINION BANK  
DAIWA CAPITAL MARKETS EUROPE LIMITED  
DEUTSCHE BANK AG, LONDON BRANCH  
COÖPERATIEVE CENTRALE RAIFFEISEN-  
BOERENLEENBANK B.A.  
SKANDINAVISKA ENSKILDA BANKEN AB (PUBL)  
ZURICH CANTONALBANK

By:  IVAN BROWNE  
Name: DULY AUTHORISED ATTORNEY  
Title: Attorney-in-Fact

*[Signatures continued on following page.]*

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

ASIAN DEVELOPMENT BANK

By:



Name: KAZUKI FUKUNAGA  
Title: Assistant Treasurer

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 NOK1,250,000,000  
3.375 per cent. Notes due 20 May 2014

Filed pursuant to Rule 3 of Regulation AD  
Dated: 18 May 2011

**ADB**

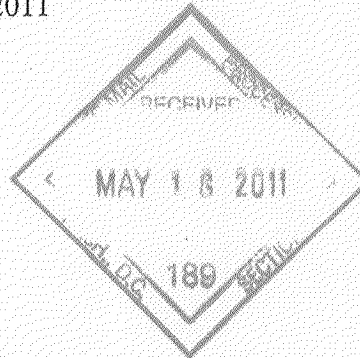
Asian Development Bank



May 18, 2011

BY HAND

Filing Desk  
Securities and Exchange Commission  
100 F Street, N.E.  
Washington, D.C. 20549



Re: Asian Development Bank

Ladies and Gentlemen:

Enclosed herewith are two copies of a report of the Asian Development Bank (the "Bank"), dated the date hereof, filed pursuant to Rule 3 of Regulation AD, with respect to the issue by the Bank of NOK1,250,000,000 3.375 per cent. Notes due 20 May 2014 under its Global Medium-Term Note Program.

Please acknowledge receipt of this letter and the enclosures by marking the enclosed copy of this letter and returning it to the waiting messenger.

Yours sincerely,

KAZUKI FUKUNAGA  
Assistant Treasurer

Enclosure

The following information is filed pursuant to Rule 3 of Regulation AD in respect of the issue of NOK1,250,000,000 principal amount of 3.375 per cent. Notes due 20 May 2014 (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”), which was previously filed under a report of the ADB dated 4 May 2011, and in the Pricing Supplement relating to the Notes dated 18 May 2011 (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 April 28, 2011, was filed under a report of the ADB dated April 28, 2011. The global agent of the ADB with respect to the Notes is Citibank, N.A., Citigroup Center, Canary Wharf, London E14 5LB.

Item 2.        Distribution of Obligations

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

As of 18 May 2011, the ADB entered into a Terms Agreement, filed herewith, with Royal Bank of Canada Europe Limited, The Toronto-Dominion Bank, Daiwa Capital Markets Europe Limited, Deutsche Bank AG, London Branch, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., Skandinaviska Enskilda Banken AB (publ) and Zurich Cantonalbank (the “Managers”), pursuant to which the ADB has agreed to issue and sell, and the Managers have jointly and severally

agreed to purchase, a principal amount of the Notes aggregating NOK1,250,000,000 for an issue price of 101.011%, less a management and underwriting fee of 0.1875% of the principal amount and a selling concession of 1.1875% of the principal amount. The Notes will be offered for sale subject to issuance and acceptance by the Managers and subject to prior sale. It is expected that the delivery of the Notes will be made on or about 20 May 2011.

The Managers propose to offer all the Notes to the public at the public offering price of 101.011%.

The respective principal amounts of the Notes that each of the Managers commits to underwrite are set forth opposite their names below:

<u>Name</u>	<u>Principal Amount</u>
Royal Bank of Canada Europe Limited .....	NOK575,000,000
The Toronto-Dominion Bank .....	575,000,000
Daiwa Capital Markets Europe Limited .....	20,000,000
Deutsche Bank AG, London Branch .....	20,000,000
Coöperatieve Centrale Raiffeisen- Boerenleenbank B.A. ....	20,000,000
Skandinaviska Enskilda Banken AB (publ)....	20,000,000
Zurich Cantonalbank.....	20,000,000
Total .....	<u>NOK1,250,000,000</u>

Item 3. Distribution Spread

See the Pricing Supplement, pages 3, 4 and 7 and the Terms Agreement.

	<u>Price to the Public</u>	<u>Commissions and Concessions</u>	<u>Proceeds to ADB</u>
Per Unit	101.011%	1.375%	99.636%
Total	NOK1,262,637,500	NOK17,187,500	NOK1,245,450,000

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.....	\$50,000*
Listing Fees (Luxembourg) .....	\$5,100*

\* 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 18 May 2011.
- (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 18 May 2011.
- (d) (i) Information Statement dated 28 April 2010, previously filed under a report of the ADB dated 28 April 2010.
- (ii) Prospectus and Pricing Supplement (see (a) above).

**PRICING SUPPLEMENT**



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

**Series No: 623-00-1**

**NOK1,250,000,000**

**3.375 per cent. Notes due 20 May 2014**

**Issue price: 101.011 per cent.**

*Joint Lead Managers*

**RBC Capital Markets**

**TD Securities**

*Co-Lead Managers*

**Daiwa Capital Markets Europe  
Rabobank International**

**Deutsche Bank  
SEB**

**Zurich Cantonalbank**

The date of this Pricing Supplement is 18 May 2011.

This pricing supplement (this “Pricing Supplement”) is issued to give details of an issue of NOK1,250,000,000 3.375 per cent. Notes due 20 May 2014 (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 6 December 2010.

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 Managers 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.
2. Series Number: 623-00-1.
3. (i) Specified Currency  
(Condition 1(c)): Norwegian Kroner (“NOK”).
- (ii) Specified Principal Payment  
Currency if different from  
Specified Currency (Condition  
1(c)): Not applicable.
- (iii) Specified Interest Payment  
Currency if different from  
Specified Currency (Condition  
1(c)): Not applicable.
- (iv) Alternative Currency  
(Condition 7(i)) (if applicable): Not applicable.
4. Aggregate Nominal Amount: NOK1,250,000,000.
5. (i) Issue Price: 101.011 per cent. of the Aggregate  
Nominal Amount.
- (ii) Net proceeds: NOK1,245,450,000.
6. Specified Denominations (Condition  
1(a)): NOK10,000.
7. (i) Issue Date (Condition 5(d)): 20 May 2011.
- (ii) Interest Commencement Date  
(if different from the Issue  
Date) (Condition 5(d)): Not applicable.
8. Maturity Date or Redemption Month  
(Condition 6(a)): 20 May 2014.

- |     |   |  |
|-----|---|--|
| 9.  | Interest Basis (Condition 5)):                  | Fixed Rate (Condition 5(a)) (further particulars specified below). |
| 10. | Redemption/Payment Basis (Condition 6(a)):      | Redemption at par.   |
| 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.  |
| 15. | Method of distribution:                         | Syndicated.  |

**Provisions Relating to Interest Payable**

- |     |  |  |
|-----|--|--|
| 16. | Fixed Rate Note Provisions (Condition 5(a)):         | Applicable.  |
|     | (i) Rate(s) of Interest:                             | 3.375 per cent. per annum, payable annually in arrear. |
|     | (ii) Interest Payment Date(s):                       | 20 May of each year, commencing 20 May 2012.           |
|     | (iii) Fixed Coupon Amount(s):                        | NOK337.50 per Specified Denomination.                  |
|     | (iv) Broken Amount(s):                               | Not applicable.  |
|     | (v) Relevant Financial Center:                       | Oslo.  |
|     | (vi) Additional Business Center(s) (Condition 5(d)): | London and New York.                                   |
|     | (vii) Day Count Fraction (Condition 5(d)):           | Act/Act (ICMA).  |
|     | (viii) Determination Date(s):                        | Not applicable.  |

- (ix) Other terms relating to the method of calculating interest for Fixed Rate Notes: 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.
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**
21. Call Option (Condition 6(e)): Not applicable.
22. Put Option (Condition 6(f)): Not applicable.
23. Final Redemption Amount: Aggregate Nominal Amount.
- (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): As set out in the Conditions.
- (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: Global Registered Note available on Issue Date; not exchangeable for individual Definitive Registered Notes.
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: 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.
- “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 London, New York and Oslo.

## Distribution

32. (i) If syndicated, names of Managers:
- Royal Bank of Canada Europe Limited  
The Toronto-Dominion Bank  
Daiwa Capital Markets Europe Limited  
Deutsche Bank AG, London Branch  
Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.  
Skandinaviska Enskilda Banken AB (publ)  
Zurich Cantonalbank
- (ii) Stabilizing Manager (if any): Not applicable.
- (iii) Commissions and Concessions:
- 1.375 per cent. of the Aggregate Nominal Amount (combined management and underwriting commission of 0.1875 per cent. and a selling concession of 1.1875 per cent.).
33. If non-syndicated, name of Dealer: Not applicable.
34. Additional selling restrictions:
- The following paragraph shall be deemed to be set out under the heading “Norway” in the section entitled “Plan of Distribution” in the Prospectus:
- “The Notes have not been nor will they be registered with the Norwegian Registry of Securities (*Verdipapir register*). Accordingly, each Manager has represented and agreed that it has not offered or sold and will not offer or sell any Notes, directly or indirectly, in the Kingdom of Norway or to residents of the Kingdom of Norway and that it has not distributed and will not distribute the Prospectus or any other offering material relating to the Notes in or from the Kingdom of Norway, except to Norwegian entities having permission from the Norwegian authorities to conduct investment services.”



## Operational Information

- |     |       |   |   |
|-----|-------|---|---|
| 35. | (i)   | ISIN:   | XS0629312645                                |
|     | (ii)  | CUSIP:  | Not applicable.                             |
|     | (iii) | CINS:   | Not applicable.                             |
|     | (iv)  | Other:  | Not applicable.                             |
| 36. |       | Common Code:  | 062931264.                                  |
| 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 recently published on 28 April 2011.

## Recent Developments

On 5 May 2011, ADB's Board of Governors approved the following with respect to the 2010 reported net income of \$614.5 million after appropriation of guarantee fees to the special reserve:

- (i) \$77.8 million, representing unrealized gains as of 31 December 2010, be added to the cumulative revaluation adjustments account;
- (ii) \$45.9 million, representing the adjustment to the loan loss reserve as of 31 December 2010, be added from the loan loss reserve to the net income;
- (iii) \$422.6 million be allocated to the ordinary reserve;
- (iv) \$120.0 million be allocated to the Asian Development Fund; and
- (v) \$40.0 million be allocated to the Technical Assistance Special Fund.

**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.

ASIAN DEVELOPMENT BANK

By: 

Name: KAZUKI FUKUNAGA

Title: Assistant Treasurer

**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

**LUXEMBOURG LISTING AGENT**

**BNP Paribas Securities Services, Luxembourg Branch**  
33, rue de Gasperich, Howald - Hesperange  
L-2085 Luxembourg

**LEGAL ADVISERS TO THE DEALERS**

*As to United States and English law*

**Cleary Gottlieb Steen & Hamilton LLP**  
One Liberty Plaza  
New York, NY 10006

**TERMS AGREEMENT NO. 623-00-1**

**under the**

**ASIAN DEVELOPMENT BANK**

**GLOBAL MEDIUM-TERM NOTE PROGRAM**

**NOK1,250,000,000**

**3.375 per cent. Notes due 20 May 2014**

18 May 2011

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

Attention: Assistant Treasurer, Funding Division

The undersigned managers (collectively, the “Managers”) agree to purchase from the Asian Development Bank (“ADB”) its NOK1,250,000,000 3.375% Notes due 20 May 2014 (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 May 2011 (the “Settlement Date”) at an aggregate purchase price of NOK1,245,450,000.00 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, each of the Managers 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, each of the Managers 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.

Each of the Managers 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. Each of the Managers warrants and covenants to ADB that the warranties of such 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 each of the Managers 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 each of the Managers 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 (i) by each of the Managers of the documents referred to in clauses (i), (ii), (iii) and (iv) of Exhibits A of the Standard Provisions and Sections 6(c)(i) and (iii) of the Standard Provisions and (ii) by Royal Bank of Canada Europe Limited, The Toronto-Dominion Bank, Daiwa Capital Markets Europe Limited and Deutsche Bank AG, London Branch of the documents referred to in clauses (v) and (vi) of Exhibits A of the Standard Provisions. Rabobank International, Skandinaviska Enskilda Banken AB (publ) and Zurich Cantonalbank each acknowledges receipt of copies of the documents referred to in clauses (v) and (vi) of Exhibit A of the Standard Provisions.

ADB certifies to the Managers 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 Managers named below jointly and severally agree to purchase the Notes at the aggregate purchase price specified above, calculated as follows: the issue price of 101.011 per cent. less a management and underwriting fee of 0.1875 per cent. of the principal amount and a selling concession of 1.1875 per cent. of the principal amount.

2. Payment for the Notes shall be made on the Settlement Date by the Managers to Citibank Europe plc, as common depositary for Euroclear and Clearstream, Luxembourg, 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 Managers.

3. ADB hereby appoints each of the Managers as a Dealer under the Standard Provisions solely for the purpose of the issue of Notes to which this Terms Agreement pertains. Each of the Managers 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. Each of

the Managers acknowledges having requested and received, or waived its receipt of, copies of the Prospectus and the Global Agency Agreement, duly executed by the parties thereto.

4. In consideration of ADB appointing each of the Managers as a Dealer solely with respect to this issue of Notes, each of the Managers hereby undertakes for the benefit of ADB and each of the other Managers 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. Each of the Managers 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 Managers that have arisen prior to such termination.

6. The Dealer 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 Notes have not been nor will they be registered with the Norwegian Registry of Securities (*Verdipapir register*). Accordingly, each Manager has represented and agreed that it has not offered or sold and will not offer or sell any Notes, directly or indirectly, in the Kingdom of Norway or to residents of the Kingdom of Norway and that it has not distributed and will not distribute the Prospectus or any other offering material relating to the Notes in or from the Kingdom of Norway, except to Norwegian entities having permission from the Norwegian authorities to conduct investment services.

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

For ADB:

Asian Development Bank  
6 ADB Avenue, Mandaluyong City  
1550 Metro Manila  
Philippines  
Attention: Funding Division, Treasury Department  
Telephone: (632) 632-4713  
Facsimile: (632) 632-4120 or 636-2625  
Electronic Mailing  
Address: TDFD\_Documentation@adb.org

For the Managers:

Royal Bank of Canada Europe Limited  
71 Queen Victoria Street  
London EC4V 4DE, England  
United Kingdom  
Attention: Transaction Management Group  
Telephone: +44 20 7029 7031  
Facsimile: +44 20 7029 7927

9. 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 among ADB and the Managers 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 Managers in relation to the subject matter thereof and supersede and extinguish, and each of ADB and the Managers 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 Managers' 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 Managers 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.

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.

ROYAL BANK OF CANADA EUROPE LIMITED  
THE TORONTO-DOMINION BANK  
DAIWA CAPITAL MARKETS EUROPE LIMITED  
DEUTSCHE BANK AG, LONDON BRANCH  
COÖPERATIEVE CENTRALE RAIFFEISEN-  
BOERENLEENBANK B.A.  
SKANDINAVISKA ENSKILDA BANKEN AB (PUBL)  
ZURICH CANTONALBANK

By: \_\_\_\_\_

Name:

Title: Attorney-in-Fact

  
IVAN BROWNE

DULY AUTHORISED ATTORNEY

*[Signatures continued on following page.]*



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

ASIAN DEVELOPMENT BANK

By:

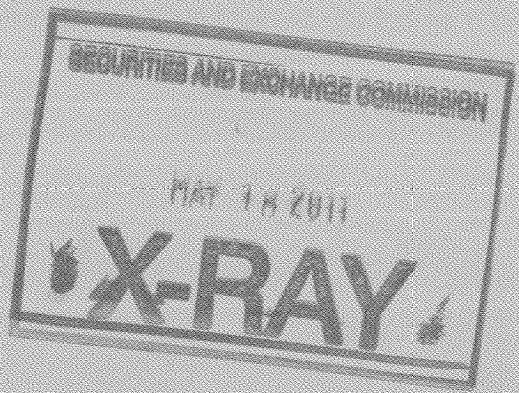
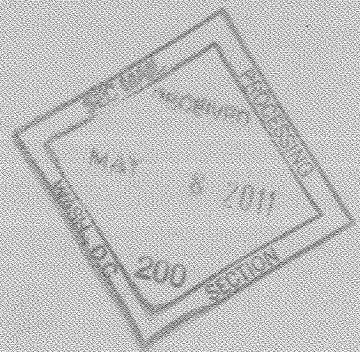


Name: KAZUKI FUKUNAGA

Title: Assistant Treasurer

CLEARY GOTTlieb STEEN & HAMILTON LLP  
2000 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D.C. 20006-1801

**HAND DELIVER**



Attn.: Filings Desk  
U.S. Securities and Exchange Commission  
100 F Street, NE  
Washington, DC 20549