MiFID II product governance / Professional investors and ECPs only target market — The Issuer is not subject to Directive 2014/65/EU (as amended, MiFID II) or the requirements of an "investment firm", "manufacturer" or "distributor" under the MiFID II product governance rules of EU Delegated Directive 2017/593. For the purposes of MiFID II, the Dealer shall be deemed the "manufacturer" in respect of the Notes. Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a distributor) should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

## PRICING SUPPLEMENT

Pricing Supplement dated 29 October 2018

#### AFRICAN DEVELOPMENT BANK

Global Debt Issuance Facility
for issues of Notes with maturities of one day or longer
Issue of TRY 250,000,000 Fixed Rate Notes due 31 October 2019

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

1.	Issuer:	African Development Bank
2.	<ul><li>(i) Series Number:</li><li>(ii) Tranche Number:</li></ul>	817 1
3	Specified Currency or Currencies:	Turkish Lira ("TRY"), subject to the provisions set out in the Annex hereto
4.	Aggregate Nominal Amount: (i) Series: (ii) Tranche:	TRY250,000,000 TRY250,000,000
5.	(i) Issue Price:	97.45 per cent. of the Aggregate Nominal Amount
6.	Specified Denominations:	TRY 1,000

# http://www.oblible.com

7. (i) Issue Date: 31 October 2018

(ii) Interest Commencement Date: Issue Date

8. Maturity Date: 31 October 2019, subject to adjustment, in

the case of payment only, in accordance with the Following Business Day Convention

9. Interest Basis: 25.00 per cent. Fixed Rate

(further particulars specified below)

10. Redemption/Payment Basis: Redemption at par

11. Change of Interest or Redemption/Payment Not A

Basis:

Not Applicable

12. Put/Call Options: Not Applicable

13. Status of the Notes: Senior

14. Listing and Trading: The regulated market of the Luxembourg

Stock Exchange for the purposes of Directive 2004/39/EC on Markets in Financial

Instruments

15. Method of distribution: Non-syndicated

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

16. Fixed Rate Note Provisions Applicable

(i) Rate(s) of Interest: 25.00 per cent. per annum payable annually

in arrears

(ii) Interest Payment Date(s): 31 October in each year adjusted in

accordance with the Following Business Day Convention, but without any adjustment to

the Interest Period

(iii) Fixed Coupon Amount(s): TRY250 per TRY 1,000 in Nominal Amount

(iv) Broken Amount(s): Not Applicable

(v) Day Count Fraction: Actual/Actual (ICMA)

(vi) Determination Date(s): 31 October 2019

(vii) Other terms relating to the method of calculating interest for Fixed Rate Notes:

Not Applicable

17. Floating Rate Note Provisions

Not Applicable

18. Zero Coupon Note Provisions

Not Applicable

19. Index-Linked Interest Note Provisions

Not Applicable

20. **Dual Currency Interest Note Provisions** 

Not Applicable

21. Variable Coupon Amount Notes:

Not Applicable

# PROVISIONS RELATING TO REDEMPTION

22. Call Option

Not Applicable

23. Put Option

Not Applicable

Par

24. Final Redemption Amount of each Note

25. Early Redemption Amount

As set out in the Conditions

Early Redemption Amount(s) of each Note payable on event of default and/or the method of calculating the same (if required or if different from that set out in the Conditions):

26. Variable Redemption Amount Notes:

Not Applicable

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

27. (i) Form of Notes:

Bearer Notes: Not Applicable

(ii) New Global Note: Not Applicable

**Registered Notes:** 

Applicable Registrar:

Registrar and Transfer Agents

egistrar.

Citibank, N.A., Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB

Transfer Agent:

Banque Internationale à Luxembourg, 69

route d'Esch, L-2953 Luxembourg

(iii) DTC Application: No (iv) Australian Domestic Notes: No Istanbul, London and New York 28. Relevant Financial Centre(s) or other special provisions relating to payment dates: Notwithstanding Condition 6, if any date for the payment of any amount due (whether in respect of principal, interest or otherwise) in respect of the Notes is not a Business Day, the holder shall not be entitled to payment until the next following Business Day and the holder shall not be entitled to payment of any interest or other sum in respect of such postponed payment. 29. Talons for future Coupons to be attached to Not Applicable Definitive Bearer Notes (and dates on which such Talons mature): 30. Details relating to Partly Paid Notes: amount Not Applicable of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: 31. Details relating to Instalment Notes: Not Applicable Instalment Amount, date on which each payment is to be made (Instalment Date): Not Applicable 32. renominalisation Redenomination, and reconventioning provisions: Not Applicable 33. Consolidation provisions: The provisions set out in the Annex apply to 34. Other terms or special conditions: the terms and conditions in accordance herewith 35. Governing law: English DISTRIBUTION 36. If syndicated, names of Not Applicable (i)

Not Applicable

Managers:

Stabilising Manager (if any):

(ii)

37. If non-syndicated, name of Dealer:

Citigroup Global Markets Limited

38. Additional selling restrictions:

# Republic of Turkey:

The Notes have not been, and will not be, authorized by the Turkish Capital Markets Board (CMB) under the provisions of Law No. 6362 of the Republic of Turkey relating to capital markets. The Dealer has represented, warranted and agreed that neither this Pricing Supplement nor any other material related to the offering of Notes will be utilized in connection with any offering or sale to the public within the Republic of Turkey for the purpose of the sale of the Notes (or beneficial interests therein) without the prior approval of the CMB.

In addition, the Dealer has represented, warranted and agreed that it has not sold or caused to be sold, and will not sell or cause to be sold, outside Turkey the Notes (or beneficial interests therein) to residents of Turkey, unless such sale is authorized pursuant to Article 15(d)(ii) of Decree No. 32 (as amended from time to time) and applicable CMB regulations.

#### OPERATIONAL INFORMATION

39. ISIN Code: XS1897613334

40. Common Code: 189761333

41. Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):

Not Applicable

42. Delivery: Delivery against payment

43. Changes to the Agent(s) (if any): Not Applicable

44. Applicable TEFRA Rules: Not Applicable

- 45. Additional United States Federal Income Not Applicable Tax Consequences:
- 46. Intended to be held in a manner that would No allow Eurosystem eligibility:

#### LISTING APPLICATION

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

#### NO MATERIAL ADVERSE CHANGE

There has been no material adverse change in the financial position of the Bank since 31 December 2017.

#### **AUDITORS**

The annual accounts of the Bank for the financial years ended 31 December 2016 and 31 December 2017 have been audited by KPMG Audit and Deloitte & Associés, respectively,.

# RESPONSIBILITY

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

Signed on behalf of African Development Bank:

**Duly Authorised** 

#### **ANNEX**

# Calculation of Fixed Interest Amount, Early Redemption Amount and Final Redemption Amount on the occurrence of a Settlement Disruption Event

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

If the Calculation Agent (as defined below) following consultation with the Issuer determines (acting in good faith and in a commercially reasonable manner) that a Settlement Disruption Event has occurred or is subsisting during the Determination Period (as defined below), the Calculation Agent shall notify the Agent of its determination as soon as practicable after making such determination (but in no event later than 8.00am London time one (1) London Business Day after the last Day of the Determination Period) whereupon the Agent shall as soon as practicable thereafter (but in no event later than one (1) London Business Day after receipt of the aforementioned notice from the Calculation Agent) notify the Noteholders thereof.

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

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

# Relevant TRY Amount ÷ Exchange Rate

For the avoidance of doubt, no additional amounts shall be payable by the Issuer in respect of any delay in payment beyond the originally scheduled Fixed Interest Date, Maturity Date, or as the case may be, Early Redemption Date following any postponement of such date as a result of any day during the Determination Period that would otherwise have fallen on a Business Day not being a Business Day. In the event of any such postponement of the originally scheduled Maturity Date or Early Redemption Date, the Calculation Agent shall notify the Issuer and the Agent of such

postponement as soon as practicable and in any event not later than the second London Business Day prior to the originally scheduled Fixed Interest Date, Maturity Date or Early Redemption Date whereupon the Agent shall as soon as practicable thereafter (but in no event later than one (1) Business Day after receipt of the aforementioned notice from the Calculation Agent) notify the Noteholders thereof.

For the purposes of these provisions:

"Calculation Agent" means Citibank N.A., London Branch in accordance with the provisions of the Issuing and Paying Agency Agreement entered into between the Issuer and Citibank N.A., London Branch as Issuing and Paying Agent and Principal Registrar and certain other financial institutions named therein dated 8 September 2009 (as amended and/or supplemented from time to time). All references to the Calculation Agent shall include any successor or successors to Citibank N.A., London Branch as the Calculation Agent in respect of the Notes. The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent under the Notes and pursuant to the Calculation Agency Agreement shall (in the absence of manifest error) be final and binding on the Noteholders and shall be made in consultation with the Issuer and acting in good faith and in a commercially reasonable manner in accordance with the Calculation Agency Agreement. In performing its duties under the Notes, the Calculation Agent shall act in accordance with the Calculation Agency Agreement;

"Determination Period" means in relation to any Fixed Interest Date, Maturity Date or any Early Redemption Date, the period (i) commencing from (and including) the date which falls on the fifth Business Day and (ii) ending on (and including) the date which falls on the third Business Day, immediately preceding, in each case, the Fixed Interest Date, Maturity Date or such Early Redemption Date, which dates from the commencement and ending of such period shall the subject to adjustment in accordance with the Following Business Day Convention should such dates no longer fall on the fifth or the third such preceding Business Day, respectively, as a result of any day during such period that would otherwise have fallen on a Business postponement of the Maturity Date or such Early Redemption Date);

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

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

"London Business Day" means a day (other than Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;

"Settlement Disruption Event" means, as determined by the Calculation Agent in consultation with the Issuer and acting in good faith and in a commercially reasonable manner, (i) the imposition of laws or regulations by the Central Bank of the Republic of Turkey (the "CBRT") or any other legislative, governmental or regulatory authority of the Republic of Turkey which (a) require non-residents of the Republic of Turkey to obtain permission from the CBRT or such other authority to obtain TRY, or (b) otherwise restrict a non-resident's ability to obtain TRY or (c) otherwise regulate the purchase or holding of TRY such that costs are imposed in obtaining TRY which would not be imposed in the absence of such regulations, or (d) have the direct or indirect effect of hindering, limiting or restricting the transfer of TRY from the Republic of Turkey to recipients resident in another country; (ii) Euroclear and/or Clearstream, Luxembourg suspend or cease the acceptance of TRY as a settlement currency or otherwise give notice of their intention to do so from any date on or before the Maturity Date or any Early Redemption Date (including any postponed such date).