

PRICING SUPPLEMENT



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

Series No.: 1054-00-1

IDR1,200,000,000,000

**7.80 per cent. Notes due 15 March 2034
payable in United States dollars**

Issue price: 100 per cent.

Manager

J.P. Morgan

The date of this Pricing Supplement is 14 March 2019.

This pricing supplement (the “Pricing Supplement”) is issued to give details of an issue of IDR1,200,000,000,000 7.80 per cent. Notes due 15 March 2034 payable in United States dollars (the “Notes”) by the Asian Development Bank (“ADB”) under its Global Medium-Term Note Program and to provide information supplemental to the Prospectus referred to below.

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

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

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

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

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

The Notes are not the obligation of any government.

TERMS AND CONDITIONS

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

General Provisions

1. Issuer: Asian Development Bank (“ADB”).
2. Series Number: 1054-00-1.
3. (i) Specified Currency (Condition 1(c)): The lawful currency of the Republic of Indonesia (“Indonesian Rupiah” or “IDR”).
- (ii) Specified Principal Payment Currency if different from Specified Currency (Condition 1(c)): United States dollars (“U.S.\$” or “U.S. dollars”).
- (iii) Specified Interest Payment Currency if different from Specified Currency (Condition 1(c)): U.S.\$.
- (iv) Alternative Currency (Condition 7(i)) (if applicable): Not applicable.
4. Aggregate Nominal Amount: IDR1,200,000,000,000 payable in U.S.\$.
5. (i) Issue Price: 100 per cent. of the Aggregate Nominal Amount.
- (ii) Net proceeds: IDR1,197,600,000,000 payable in U.S.\$83,564,176.81 using the U.S.\$/IDR exchange rate of 14,331.50.
6. Specified Denominations (Condition 1(a)): IDR10,000,000 payable in U.S.\$.
7. (i) Issue Date (Condition 5(d)): 18 March 2019.
- (ii) Interest Commencement Date (if different from the Issue Date) (Condition 5(d)): Not applicable.

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| 8. | Maturity Date or Redemption Month (Condition 6(a)): | 15 March 2034, subject to paragraph 31 below (which may be subject to adjustment under “ <u>Adjustments to Interest Payment Date and Maturity Date</u> ” as defined in the Appendix). |
| 9. | Interest Basis (Condition 5): | Fixed Rate (Condition 5(a)) (further particulars specified in paragraph 16 below). |
| 10. | Redemption/Payment Basis (Condition 6(a)): | Redemption at par, provided that the Final Redemption Amount shall be payable in U.S.\$ determined in accordance with paragraph 23 below. |
| 11. | Change of Interest or Redemption/Payment Basis: | Not applicable. |
| 12. | Put/Call Options (Conditions 6(e) and (f)): | Not applicable. |
| 13. | Status of the Notes (Condition 3): | Senior. |
| 14. | Listing: | Luxembourg Stock Exchange. |
| 15. | Method of distribution: | Non-syndicated. |

Provisions Relating to Interest Payable

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| 16. | Fixed Rate Note Provisions (Condition 5(a)): | Applicable. |
| | (i) Rate(s) of Interest: | 7.80 per cent. per annum, payable semi-annually in arrear. |
| | (ii) Interest Payment Date(s): | 15 March and 15 September of each year, commencing 15 September 2019 up to and including the Maturity Date, subject to paragraph 31 below (each may be subject to adjustment under “ <u>Adjustments to Interest Payment Date and Maturity Date</u> ” as defined in the Appendix). |
| | (iii) Fixed Coupon Amount(s): | IDR390,000 per Specified Denomination payable in U.S.\$ on each Interest Payment Date, except for the first Interest Payment Date on 15 September 2019, which is subject to the Broken Amount as per |

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

- (iv) Broken Amount(s): IDR383,500 per Specified Denomination, provided that the Broken Amount shall be payable in U.S.\$ in accordance with paragraph 16(ix) below.
- (v) Relevant Financial Center: Jakarta.
- (vi) Additional Business Center(s) (Condition 5(d)): New York City.
- (vii) Day Count Fraction (Condition 5(d)): 30E/360 or Eurobond Basis.
- (viii) Determination Date(s): Not applicable.
- (ix) Other terms relating to the method of calculating interest for Fixed Rate Notes: The interest amounts will be paid on each Interest Payment Date in U.S.\$ converted from IDR at the applicable Reference Rate (as defined in the Appendix) on the Rate Fixing Date (as defined in the Appendix) in respect of the Interest Payment Date.

The Fixed Coupon Amount and Broken Amount, as applicable, per Specified Denomination payable in U.S.\$ shall be IDR390,000 and IDR383,500, respectively, divided by the Reference Rate (as defined in the Appendix). Such amount being rounded to the nearest cent, with U.S.\$0.005 being rounded upwards.

The resulting figure shall then be multiplied by 120,000 to arrive at the total Fixed Coupon Amount or Broken Amount, as applicable, with respect to the relevant Interest Payment Date.

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

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

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

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

Provisions Relating to Redemption

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

The Final Redemption Amount per Specified Denomination payable in U.S.\$ shall be: IDR10,000,000 divided by the Reference Rate (as defined in the Appendix). Such amount being rounded to the nearest cent, with U.S.\$0.005 being

rounded upwards.

The resulting figure shall then be multiplied by 120,000 to arrive at the total Final Redemption Amount payable on the Maturity Date.

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

24. Early Redemption Amount:

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

Additional General Provisions Applicable to the Notes

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

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| 26. | Talons for future Coupons to be attached to definitive Bearer Notes (and dates on which such Talons mature): | Not applicable. |
| 27. | Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of ADB to forfeit the Notes and interest due on late payment: | Not applicable. |
| 28. | Details relating to Installment Notes: | Not applicable. |
| 29. | Redenomination, renominalization and reconventioning provisions: | Not applicable. |
| 30. | Consolidation provisions: | Not applicable. |
| 31. | Other terms or special conditions: | |
| | (i) Payment Dates: | 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. |
| | | “ <u>Business Day</u> ” 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 New York City and Jakarta. |

Distribution

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

Concessions:	Amount payable in U.S.\$.
33. If non-syndicated, name of Dealer:	J.P. Morgan Securities plc.
34. Additional selling restrictions:	The following paragraphs shall be deemed to be set out under the headings “Republic of Indonesia” and “Other” in the section entitled “Plan of Distribution” in the Prospectus:
	<i>Republic of Indonesia</i>
	“The Dealer represents, warrants and agrees that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in Indonesia.”
	<i>Other</i>
	“The Dealer has represented, warranted and agreed that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, to persons in high-risk and non-cooperative jurisdictions as identified by the Financial Action Tax Force.”
 Operational Information	
35. (i) ISIN:	XS1963469884.
(ii) CUSIP:	Not applicable.
(iii) CINS:	Not applicable.
(iv) WKN:	Not applicable.
36. Common Code:	196346988.
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:	New York.

Listing Application

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

Material Adverse Change Statement

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

Recent Developments

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

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

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

Effective 11 March 2019, Niue became the 68th member of ADB.

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

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

<u>Year Ended 31 December</u>	<u>High</u>	<u>Low</u>
2005	10775	9135
2006	9815	8703
2007	9480	8675

<u>Year Ended 31 December</u>	<u>High</u>	<u>Low</u>
2008	12650	9060
2009	12100	9340
2010	9428	8891
2011	9155	8465
2012	9705	8935
2013	12263	9618
2014	12698	11288
2015	14698	12473
2016	13960	12948
2017	13618	13165
2018	15238	13289
<u>Period From</u>	<u>High</u>	<u>Low</u>
1 January 2019 – 13 March 2019	14458	13920

Source: Bloomberg (closing prices)

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

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Responsibility

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

APPENDIX

Provisions Relating to U.S. Dollar Payments

The terms referenced below shall have the following specified meanings:

“Calculation Agent” means JPMorgan Chase Bank N.A., London Branch.

“Payment Business Day” means a day other than a Saturday or a Sunday on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York City and Jakarta.

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

“Rate Fixing Date” means the relevant Scheduled Rate Fixing Date, subject to Valuation Postponement (as defined below).

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

“Reference Rate” means the rate used on each Rate Fixing Date, which will be the U.S.\$/IDR spot rate, expressed as the amount of IDR per one U.S.\$, for settlement in two (2) Jakarta Business Days as published by Bank Indonesia as the “Jakarta Interbank Spot Dollar Rate USD – IDR” which appears on Bank Indonesia’s website (www.bi.go.id), or as published on Thomson Reuters Screen JISDOR Page (or any replacement page or replacement service as may be implemented for the purpose of displaying the USD/IDR weighted average spot rate), or otherwise made available by Bank Indonesia (or its successor as administrator), at approximately 10:00 a.m., Jakarta time, on that Rate Fixing Date. If a Price Source Disruption Event (as defined below) occurs on any Scheduled Rate Fixing Date, then the Reference Rate for such Rate Fixing Date shall be determined by the Calculation Agent in accordance with the provisions set out below under Fallback Provisions.

“Jakarta Business Day” means any day 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 Jakarta.

“Unscheduled Holiday” means a day that is not a Fixing Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. local time in Jakarta, two Fixing Business Days prior to the relevant Rate Fixing Date.

“Adjustments to Interest Payment Date and Maturity Date” means that if a Scheduled Rate Fixing Date is adjusted in accordance with the Following Business Day Convention or if Valuation Postponement applies, then the Interest Payment Date or Maturity Date relating to such Scheduled Rate Fixing Date shall be as soon as practicable, but in no event later than two (2) Payment Business Days after the date on which the Reference Rate for such Interest Payment Date or Maturity Date is determined.

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

Fallback Provisions:

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

Applicable Price Source Disruption Event Fallbacks

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

1. Valuation Postponement	(as defined below)
2. Fallback Reference Price	SFEMC IDR Indicative Survey Rate (IDR02)
3. Fallback Survey Valuation Postponement	(as defined below)
4. Calculation Agent Determination of Reference Rate	

“Cumulative Events” has the following meaning: except as provided below, in no event shall the total number of consecutive calendar days during which either (i) valuation is deferred due to an Unscheduled Holiday, or (ii) a Valuation Postponement shall occur (or any combination of (i) and (ii)), exceed 14 consecutive calendar days in the aggregate. Accordingly, (x) if, upon the

lapse of any such 14 calendar day period, an Unscheduled Holiday shall have occurred or be continuing on the day following such period that otherwise would have been a Fixing Business Day, then such day shall be deemed to be a Rate Fixing Date, and (y) if, upon the lapse of any such 14 calendar day period, a Price Source Disruption Event shall have occurred or be continuing on the day following such period on which the Reference Rate otherwise would be determined, then Valuation Postponement shall not apply and the Reference Rate shall be determined in accordance with the next Price Source Disruption Event Fallback.

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

“Maximum Days of Postponement” means 14 calendar days.

“SFEMC IDR Indicative Survey Rate (IDR02)” means that the Reference Rate for a given Rate Fixing Date will be the IDR/U.S.\$ specified rate for U.S. dollars, expressed as the amount of IDR per one U.S.\$, for settlement in two Fixing Business Days, as published on the website of the Singapore Foreign Exchange Market Committee (“SFEMC”) at approximately 3:30 p.m. (Singapore time), or as soon thereafter as practicable, on such date. The Reference Rate shall be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC IDR Indicative Survey (as defined below) for the purpose of determining the SFEMC IDR Indicative Survey Rate (IDR02).

“SFEMC IDR Indicative Survey” means a methodology, dated as of March 28, 2014, as amended from time to time, for a centralized industry-wide survey of financial institutions that are active participants in the IDR/U.S.\$ markets for the purpose of determining the SFEMC IDR Indicative Survey Rate (IDR02).

“Fallback Survey Valuation Postponement” means that, in the event that the Fallback Reference Price is not available on or before the third Fixing Business Day (or day that would have been a Fixing Business Day but for an Unscheduled Holiday) succeeding the end of any of (i) a Valuation Postponement for a Price Source Disruption Event, (ii) a Deferral Period for Unscheduled Holiday (determined as set forth below), or (iii) Cumulative Events, then the Reference Rate will be determined in accordance with the next applicable Price Source Disruption Event Fallback on such day (which will be deemed to be the applicable Rate Fixing Date). For the avoidance of doubt, Cumulative Events, if applicable, do not preclude postponement of valuation in accordance with this provision.

Calculation Agent Determination of Reference Rate

In the event that the Reference Rate cannot be determined pursuant to and within the time periods set forth in respect of any other Price Source Disruption Event Fallback described above, then the Reference Rate shall be determined by the Calculation Agent in its sole discretion, acting in good faith and in a commercially reasonable manner.

Deferral Period for Unscheduled Holiday:

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

ISSUER

Asian Development Bank

6 ADB Avenue
Mandaluyong City
1550 Metro Manila
Philippines

GLOBAL AGENT

Citibank, N.A.

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

LUXEMBOURG LISTING AGENT

BNP Paribas Securities Services, Luxembourg Branch

60 Avenue J.F. Kennedy
L-1855 Luxembourg

LEGAL ADVISERS TO THE MANAGER

As to New York law

Cleary Gottlieb Steen & Hamilton LLP

One Liberty Plaza
New York, NY 10006
USA