

## Final Terms

Final Terms dated 20 July 2010

### STATE CORPORATION "BANK FOR DEVELOPMENT AND FOREIGN ECONOMIC AFFAIRS (VNESHECONOMBANK)"

Issue of U.S.\$600,000,000 6.902 per cent. Loan Participation Notes due 2020  
by VEB Finance Limited (the "**New Notes**")  
to be consolidated and form a single series (Series 1) with the  
U.S.\$1,000,000,000 6.902 per cent. Loan Participation Notes due 2020 issued by VEB Finance  
Limited on 9 July 2010 (the "**Original Notes**" and, together with the New Notes, the "**Notes**")  
for the purpose of financing a Loan to State Corporation "Bank for Development and Foreign  
Economic Affairs (Vnesheconombank)" (the "**Borrower**")  
under a U.S.\$30,000,000,000 Programme for the Issuance of Loan Participation Notes

### PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 24 June 2010 which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the "**Prospectus Directive**"). This document constitutes the Final Terms of the New Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus. Full information on the Issuer, the Borrower and the offer of the New Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus is available for viewing and copies may be obtained from the specified offices of the Trustee and the Principal Paying Agent and the registered office of the Issuer and [www.ise.ie](http://www.ise.ie).

1	(i) Issuer:  (ii) Borrower:	VEB Finance Limited  State Corporation "Bank for Development and Foreign Economic Affairs (Vnesheconombank)"
2	Series Number:  (If fungible with an existing Series, details of that Series, including the date on which the New Notes become fungible)	1  On and as of the Issue Date of the New Notes, the New Notes will be consolidated and form a single series with the Original Notes
3	Specified Currency:	U.S. Dollars
4	Aggregate Nominal Amount of the New Notes:	U.S.\$600,000,000
5	Issue Price:	102.176 per cent. of the aggregate principal amount of the New Notes plus accrued interest in the amount of U.S.\$1,495,433.33 from (and including) 9 July 2010 to (but excluding) the Issue Date

6	(i)	Specified Denominations:	U.S.\$100,000 plus integral multiples of U.S.\$1,000 in excess thereof
	(ii)	Calculation Amount:	U.S.\$1,000
7	(i)	Trade Date:	14 July 2010
	(ii)	Issue Date:	22 July 2010
	(iii)	Interest Commencement Date:	9 July 2010
8		Maturity Date:	9 July 2020
9		New Notes Interest Basis:	The same interest basis as the New Loan Interest Basis
10		Redemption/Payment Basis:	Redemption at par
11		Change of Interest or Redemption/Payment Basis:	Not Applicable
12		Put/Call Options:	Not Applicable
13	(i)	Status of the New Notes:	Senior
	(ii)	Status of the New Loan (relating to the New Notes):	Senior
	(iii)	Date Board approval for issuance of New Notes obtained:	19 July 2010
14		Method of distribution:	Syndicated
15		Financial Centres (Condition 7):	New York
<b>PROVISIONS RELATING TO THE NEW LOAN INTEREST BASIS</b>			
16		<b>Fixed Rate Note Provisions:</b>	Applicable
	(i)	Rate of Interest:	6.902 per cent. per annum payable semi-annually in arrear
	(ii)	Interest Payment Date(s):	9 January and 9 July in each year adjusted in accordance with Following Business Day Convention
	(iii)	Fixed Coupon Amount:	U.S.\$34.51 per Calculation Amount
	(iv)	Broken Amount:	Not Applicable
	(v)	Day Count Fraction (Condition 5):	30/360
	(vi)	Determination Date(s) (Condition 5):	Not Applicable
	(vii)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	Not Applicable
17		<b>Floating Rate Note Provisions:</b>	Not Applicable

**18 SWAPS**

Not Applicable

**PROVISIONS RELATING TO REDEMPTION**

- |           |  |   |
|-----------|--|---|
| <b>19</b> | Final Redemption Amount of each New Note:  | Principal Amount  |
| <b>20</b> | Early Redemption Amount(s) of each New Note payable if the New Loan should become repayable under the Loan Agreement prior to the Maturity Date: | Principal Amount plus accrued interest and additional amounts, if any |
| <b>21</b> | Call Option:   | Not Applicable  |
| <b>22</b> | Put Option:  | Not Applicable  |

**GENERAL PROVISIONS APPLICABLE TO THE NEW NOTES**

- |           |                        |                  |
|-----------|------------------------|------------------|
| <b>23</b> | Form of the New Notes: | Registered Notes |
| <b>24</b> | Other final terms:     | Not applicable   |

**DISTRIBUTION**

- |           |                                       |   |
|-----------|---------------------------------------|---|
| <b>25</b> | (i) If syndicated, names of Managers: | Barclays Bank PLC, Citigroup Global Markets Limited, HSBC Bank plc and Société Générale |
|           | (ii) Stabilising Manager(s) (if any): | HSBC Bank plc   |
| <b>26</b> | If non-syndicated, name of Dealer:    | Not Applicable  |
| <b>27</b> | Additional selling restrictions:      | Not Applicable  |

**GENERAL**

- |           |  |                |
|-----------|--|----------------|
| <b>28</b> | Additional steps that may only be taken following approval by an Extraordinary Resolution in accordance with Condition 10:   | Not Applicable |
| <b>29</b> | The aggregate principal amount of New Notes issued has been translated into U.S. Dollars at the rate of [●], producing a sum of (for New Notes not denominated in U.S. Dollars): | Not Applicable |

**PURPOSE OF FINAL TERMS**

These Final Terms comprise the final terms required to list and have admitted to trading the issue of New Notes described herein pursuant to the U.S.\$30,000,000,000 Programme for the Issuance of Loan Participation Notes of VEB Finance Limited for the purpose of financing loans to the Borrower.

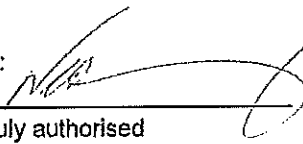
**RESPONSIBILITY**

Each of the Issuer and the Borrower accepts responsibility for the information contained in these Final Terms. Each of the Issuer and the Borrower confirms that such information has been accurately reproduced and that, so far as it is aware, no facts have been omitted which would render the reproduced information inaccurate or misleading.

EXECUTION COPY

Signed by a duly authorised  
attorney for and on behalf of the  
Issuer:

Signed on behalf of the Borrower:

By:   
Duly authorised

By: \_\_\_\_\_  
Duly authorised

Neasan Cavanagh  
Attorney

By: \_\_\_\_\_  
Duly authorised

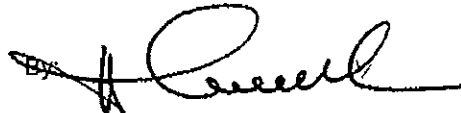
EXECUTION COPY

Signed by a duly authorised  
attorney for and on behalf of the  
Issuer:

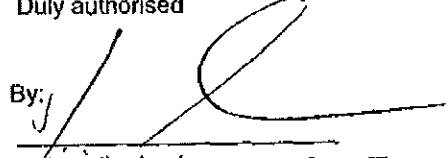
Signed on behalf of the Borrower:

By:

\_\_\_\_\_  
Duly authorised

By:   
\_\_\_\_\_  
Duly authorised

P.M. Fradkov  
Member of the Board-  
Deputy Chairman

By:   
\_\_\_\_\_  
Duly authorised

V.D. Shapirinskiy  
Chief Accountant  
Officer

**PART B – OTHER INFORMATION****1 LISTING**

- |       |   |  |
|-------|---|--|
| (i)   | Listing:  | Irish Stock Exchange   |
| (ii)  | Admission to trading:                                       | Application has been made for the New Notes to be admitted to trading on the regulated market of the Irish Stock Exchange with effect from 22 July 2010. |
| (iii) | Estimate of total expenses related to admission to trading: | €250   |

**2 RATINGS**

- |          |  |
|----------|--|
| Ratings: | The New Notes to be issued have been rated:<br>Moody's: Baa1<br>Fitch: BBB<br>S&P: BBB |
|----------|--|

**3 REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

- |       |                           |  |
|-------|---------------------------|--|
| (i)   | Reasons for the offer:    | The Issuer intends to use the proceeds of the New Notes for the sole purpose of financing the New Loan to the Borrower. The Borrower will use the proceeds of the New Loan for general corporate purposes. |
| (ii)  | Estimated net proceeds:   | U.S.\$611,866,000  |
| (iii) | Estimated total expenses: | U.S.\$1,190,000  |

**4 YIELD**

- |                      |   |
|----------------------|---|
| Indication of yield: | 6.600 per cent. The yield is calculated on the Issue Date on the basis of the Issue Price. It is not an indication of future yield. |
|----------------------|---|

**5 OPERATIONAL INFORMATION**

- |  |                |
|--|----------------|
| ISIN Code (Regulation S Notes):  | XS0524610812   |
| Common Code (Regulation S Notes):  | 052461081      |
| CUSIP Code (Regulation S Notes):   | 91821XAC74     |
| ISIN Code (Rule 144A Notes):   | US91821XAB91   |
| Common Code (Rule 144A Notes):   | 052370922      |
| CUSIP Code (Rule 144A Notes):  | 91821X AB9     |
| Any clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking, <i>société anonyme</i> and DTC and the relevant | Not Applicable |

identification number(s)/and/or any  
alternative Common Depositary/Custodian:

Delivery:

Delivery against payment

Names and addresses of additional Paying  
Agent(s) (if any):

Not Applicable

**SCHEDULE**

20 July 2010

**STATE CORPORATION "BANK FOR DEVELOPMENT AND FOREIGN  
ECONOMIC AFFAIRS (VNESHECONOMBANK)"**

and

**VEB FINANCE LIMITED**

**AMENDED AND RESTATED  
LOAN SUPPLEMENT**

to be read in conjunction with a Facility Agreement dated 24 June 2010

in respect of

an original Loan of U.S.\$1,000,000,000

and a further Loan of U.S.\$600,000,000

**Series 1**



This Amended and Restated Loan Supplement dated 20 July 2010 amends and restates the loan supplement dated 7 July 2010 (the "**Original Loan Supplement**"), each entered into between:

- (1) **VEB FINANCE LIMITED**, a company incorporated in Ireland with limited liability, whose registered office is at 53 Merrion Square, Dublin 2, Ireland (the "**Lender**"); and
- (2) **STATE CORPORATION "BANK FOR DEVELOPMENT AND FOREIGN ECONOMIC AFFAIRS (VNESHECONOMBANK)"**, registration number 1077711000102 with its registered address at 9 Akademika Sakharova, Moscow B-78, GSP-6, 107996, Russia (the "**Borrower**").

**Whereas:**

- (A) The Borrower has entered into a facility agreement dated 24 June 2010 (such facility agreement, as may be amended or supplemented from time to time, the "**Facility Agreement**") with the Lender in respect of the Borrower's U.S.\$30,000,000,000 programme for the issuance of loan participation notes by the Lender (the "**Programme**").
- (B) The Borrower has borrowed U.S.\$1,000,000,000 (the "**Original Loan**") and the Lender has made such Original Loan on the terms set out in the Facility Agreement and the Original Loan Supplement.
- (C) The Borrower proposes to borrow a further U.S.\$600,000,000 (the "**New Loan**" and, together with the Original Loan, the "**Loan**") and the Lender wishes to make such New Loan on the terms set out in the Facility Agreement and this Amended and Restated Loan Supplement.
- (D) The Borrower and the Lender have agreed to amend and restate the Original Loan Supplement with this Amended and Restated Loan Supplement to give effect to the availability of the Loan in an aggregate amount of U.S.\$1,600,000,000.

**It is agreed as follows:**

**1 Definitions**

Capitalised terms used but not defined in this Loan Supplement shall have the meaning given to them in the Facility Agreement save to the extent supplemented or modified herein.

**2 Additional Definitions**

For the purpose of this Loan Supplement, the following expressions used in the Facility Agreement shall have the following meanings:

"**Account**" means the account in the name of the Lender in the Loan Currency (account number 7013428400 (SWIFT IRVTBEBB));

"**Borrower Account**" means the account in the name of the Borrower (account number 8900341718);

"**Calculation Agent**" means The Bank of New York Mellon, London Branch;

"**Closing Date**" means, in respect of the Original Loan, the Original Closing Date and, in respect of the New Loan, the New Closing Date;

**"Loan Agreement"** means the Facility Agreement as amended and supplemented by this Loan Supplement;

**"Loan Currency"** means U.S. Dollars;

**"Loan Supplement"** means the Original Loan Supplement as amended and restated by this Amended and Restated Loan Supplement;

**"New Closing Date"** means 22 July 2010 or such later date as agreed between the parties;

**"New Subscription Agreement"** means a subscription agreement entered into between the Lender, the Borrower and the other parties thereto dated 20 July 2010 relating to the New Notes;

**"Notes"** means U.S.\$1,000,000,000 6.902 per cent. Loan Participation Notes due 2020 issued on 9 July 2010 (the **"Original Notes"**) and the U.S.\$600,000,000 6.902 per cent. Loan Participation Notes due 2020 (the **"New Notes"**) to be consolidated and form a single series with the Original Notes, together issued by the Lender as Series 1 under the Programme;

**"Original Closing Date"** means 9 July 2010;

**"Original Loan Agreement"** means the Facility Agreement as amended and supplemented by the Original Loan Supplement;

**"Original Subscription Agreement"** means a subscription agreement entered into between the Lender, the Borrower and the other parties thereto dated 7 July 2010 relating to the Original Notes;

**"Rate of Interest"** has the meaning given to it in Clause 4.2 below;

**"Repayment Date"** means 9 July 2020;

**"Trust Deed"** means the Principal Trust Deed between the Lender and the Trustee dated 24 June 2010 (as may be amended or supplemented from time to time) as amended and supplemented by a Supplemental Trust Deed dated 9 July 2010, as modified and restated by an Amended Supplemental Trust Deed on 22 July 2010, constituting and securing the Notes.

### **3 Incorporation by Reference**

Except as otherwise provided, the terms of the Facility Agreement shall apply to this Loan Supplement as if they were set out herein and the Facility Agreement shall be read and construed, only in relation to the Loan constituted hereby, as one document with this Loan Supplement.

### **4 Original Loan Agreement**

The Original Loan Agreement shall be amended and restated on the terms of this Loan Supplement. Subject to such amendment and restatement, the Original Loan Agreement shall remain in full force and effect.

### **5 The Loan**

#### **5.1 Drawdown**

Under the terms and conditions of the Original Loan Agreement, the Lender made the Original Loan on the Original Closing Date to the Borrower and the Borrower made a single drawing in the full amount of the Original Loan. Subject to the terms and conditions of the Loan Agreement, the Lender agrees to make the New Loan on the New Closing Date to the Borrower and the Borrower shall make a single drawing in the full amount of the New Loan, so that the aggregate amount of the Loan made available to the Borrower under the Loan Agreement is U.S.\$1,600,000,000.

## 5.2 Loan Interest Basis

The Loan is a Fixed Rate Loan. Interest shall be calculated, and the following terms used in the Facility Agreement shall have the meanings, as set out below:

<b>5.2.1</b>	<b>Fixed Rate Loan Provisions</b>	Applicable
(i)	(a) Interest Commencement Date in respect of the Original Loan:	The Original Closing Date
	(b) Interest Commencement Date in respect of the New Loan:	The New Closing Date
(ii)	Rate of Interest:	6.902 per cent. per annum payable semi-annually in arrear
(iii)	Interest Payment Date(s):	9 January and 9 July in each year adjusted in accordance with the Following Business Day Convention
(iv)	Fixed Coupon Amount:	Subject to 5.2.1(v) below, U.S.\$34.51 per U.S.\$1,000 in principal amount
(v)	Broken Amount:	The first payment of interest in respect of the New Loan only will be made on 9 January 2011 in the amount of U.S.\$19,210,566.67. For the avoidance of doubt, the first payment of interest in respect of the Original Loan will be the Fixed Coupon Amount.
(vi)	Day Count Fraction (Clause 4.9):	30/360
(vii)	Determination Date(s) (Clause 4.9):	Not Applicable
(viii)	Other terms relating to the method of calculating interest for Fixed Rate Loans:	Not Applicable
<b>5.2.2</b>	<b>Floating Rate Loan Provisions</b>	Not Applicable
<b>5.2.3</b>	<b>Prepayment in the Event of Change of Control</b>	Applicable
<b>5.2.4</b>	<b>Put Option</b>	Not Applicable
<b>5.2.5</b>	<b>Call Option</b>	Not Applicable

**6 Fees and Expenses****6.1 Original Loan**

Pursuant to Clause 3.2 of the Facility Agreement and in consideration of the Lender making the Original Loan to the Borrower, the Borrower paid to the Lender on 8 July 2010, in Same-Day Funds, the Arrangement Fee calculated taking into account the front-end fees, commissions and costs incurred and properly documented by the Lender in connection with financing the Original Loan pursuant to an invoice submitted by the Lender to the Borrower in the total amount of U.S.\$2,095,442.20.

**6.2 New Loan**

Subject to the receipt of corresponding funds pursuant to Clause 3.2 of the Subscription Agreement on the New Closing Date, the Lender agrees that no Arrangement Fee pursuant to Clause 3.2 of the Facility Agreement is due and payable by the Borrower in relation to the New Loan.

**7 New Loan Premium**

Subject to the receipt of corresponding funds pursuant to Clause 3.2 of the Subscription Agreement on the New Closing Date, the Lender agrees to pay to the Borrower in Same-Day Funds, a premium in the total amount of U.S.\$11,965,975.30 as an inducement for the Borrower entering into the New Loan.

**8 Governing Law**

This Amended and Restated Loan Supplement, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.

**9 Limited Recourse and Non-Petition**

The provisions of clause 14.19 and 14.20 of the Facility Agreement shall apply to the parties to this Agreement as if specifically incorporated herein.

**10 Jurisdiction**

The provisions of Clause 14.10 of the Facility Agreement shall apply to the parties to this Agreement as if specifically incorporated herein.

This Amended and Restated Loan Supplement has been entered into on the date stated at the beginning.

**For and on behalf of STATE CORPORATION "BANK FOR DEVELOPMENT AND FOREIGN ECONOMIC AFFAIRS (VNESHECONOMBANK)":**

By:

By:

Title:

Title:

**Signed by a duly authorised attorney for and on behalf of  
VEB FINANCE LIMITED:**

By:

Title: