

Final Terms dated 2 June 2020

**International Bank for Reconstruction and Development**

Issue of

**US\$ 40,000,000 Floating Rate Notes due 8 July 2022**

under the

**Global Debt Issuance Facility**

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the “**Conditions**”) set forth in the Prospectus dated May 28, 2008. This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with such Prospectus.

**MiFID II product governance / Professional investors and ECPs target market – See Term 28 below.**

**SUMMARY OF THE NOTES**

1. Issuer:	International Bank for Reconstruction and Development (“ <b>IBRD</b> ”)
2. (i) Series Number:	101166
(ii) Tranche Number:	1
3. Specified Currency or Currencies (Condition 1(d)):	United States Dollars (“ <b>US\$</b> ”)
4. Aggregate Nominal Amount:	
(i) Series:	US\$ 40,000,000
(ii) Tranche:	US\$ 40,000,000
5. (i) Issue Price:	100.00 per cent. of the Aggregate Nominal Amount
(ii) Net proceeds:	US\$ 39,991,600
6. Specified Denominations (Condition 1(b)):	US\$ 200,000
7. Issue Date:	8 June 2020
8. Maturity Date (Condition 6(a)):	8 July 2022
9. Interest Basis (Condition 5):	Floating Rate (further particulars specified below in Term 16)
10. Redemption/Payment Basis (Condition 6):	Redemption at par
11. Change of Interest or Redemption/Payment Basis:	Not Applicable
12. Call/Put Options (Condition 6):	Not Applicable
13. Status of the Notes (Condition 3):	Unsecured and unsubordinated

14. Listing: Luxembourg Stock Exchange

15. Method of distribution: Non-syndicated

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

16. Floating Rate Note Provisions  
(Condition 5(b)):

- (i) Interest Period(s): As set forth in Condition 5(l)
- (ii) Specified Interest Payment Dates: 8 January, 8 April, 8 July and 8 October of each year, from and including 8 July 2020, to and including the Maturity Date, subject to adjustment in accordance with the Business Day Convention specified below
- (iii) Interest Period Dates: Each Specified Interest Payment Date
- (iv) Business Day Convention: Following
- (v) Business Centre(s)  
(Condition 5(l)): London and New York
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: ISDA Determination
- (vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s): Citibank, N.A., London Branch
- (viii) ISDA Determination  
(Condition 5(b)(ii)(B)):
  - Floating Rate Option: Benchmark, as defined, and subject to the fall back provisions and other terms relating to the method of calculating interest on Floating Rate Notes, in Term 16(xiii) below.  
  
With regard to LIBOR, if, on a Reset Date, such rate does not appear on the relevant Reuters Screen at the relevant time and no Benchmark Transition Event (as defined in Term 16(xiii) below) has occurred, the rate in respect of such Reset Date will be determined in accordance with the procedures set forth in "USD-LIBOR-Reference Banks" as defined in the ISDA Definitions, provided that, with respect to such defined term: (a) the "**Designated Maturity**" shall be 3 months (except for the first Interest Period which shall be 1 month); (b) "**Representative Amount**" shall mean US\$ 40,000,000; (c) "**Calculation Agent**" shall mean Citibank, N.A., London Branch; and (d) if no major bank in New York City provides any rates, a Benchmark Transition Event and related Benchmark Replacement Date will be deemed to have occurred on such Reset Date.
  - Designated Maturity: 3 months (except for the first Interest Period which shall be 1 month)
  - Reset Date: The first day of each Interest Period

- (ix) Margin(s): Minus 0.05 per cent. per annum, subject to the fall back provisions and other terms relating to the method of calculating interest on Floating Rate Notes in Term 16(xiii) below.
- (x) Minimum Rate of Interest: 0.00 per cent. per annum
- (xi) Maximum Rate of Interest: Not Applicable
- (xii) Day Count Fraction (Condition 5(1)): Actual/360
- (xiii) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: If a Benchmark Transition Event and its related Benchmark Replacement Date shall have occurred prior to the Reference Time for any determination of the then-current Benchmark, the Benchmark Replacement for the then-current Benchmark shall be selected and, unless and until another Benchmark Replacement Date occurs, such determination and all subsequent determinations will be made using the Benchmark Replacement as of the Reference Time for such Benchmark Replacement.

“**Benchmark**” means, initially, USD-LIBOR-BBA (with a 6-month designated maturity); *provided* that if a Benchmark Transition Event and its related Benchmark Replacement Date shall have occurred with respect to USD-LIBOR-BBA or the then-current Benchmark, then the term “Benchmark” shall mean the applicable Benchmark Replacement.

“**Benchmark Replacement**” means the Interpolated Benchmark for the then-current Benchmark; provided that if IBRD or its designee cannot determine the Interpolated Benchmark as of the Benchmark Replacement Date, then “Benchmark Replacement” shall mean the first alternative set forth in the order below that can be determined by IBRD or its designee as of the Benchmark Replacement Date:

- (1) the sum of: (a) the Endorsed Replacement Rate for a Corresponding Tenor (or, if there is no Corresponding Tenor, the Interpolated Benchmark) and (b) the applicable Benchmark Replacement Adjustment;
- (2) the sum of: (a) Compounded SOFR and (b) the applicable Benchmark Replacement Adjustment;
- (3) the sum of: (a) the alternate, substitute or successor rate as shall have been selected, endorsed or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor (or, if there is no Corresponding Tenor, the Interpolated Benchmark) and (b) the applicable Benchmark Replacement Adjustment;
- (4) the sum of: (a) the ISDA Fallback Rate and (b) the applicable Benchmark Replacement Adjustment;

*provided, further, that:*

if the Benchmark Replacement cannot be determined in accordance with clause (1), (2), (3) above as of the Benchmark Replacement Date and IBRD, or its designee, (a) shall have determined, in its sole discretion, that the Benchmark Replacement determined in accordance with clause (4) above, if any, is not an industry-accepted successor rate for determining the rate of interest as a replacement to the then-current Benchmark for floating rate note issuances at such time and (b) shall have selected, in its sole discretion, as of the Benchmark Replacement Date an alternate rate of interest to replace the Benchmark that is an industry-accepted successor rate for determining a rate of interest as a replacement to the Benchmark for floating rate notes at such time, then the Benchmark Replacement shall be the rate so determined in clause (b), plus the applicable Benchmark Replacement Adjustment; *provided, further,* that if the Benchmark Replacement cannot be determined in accordance with clauses (a) and (b), then the Rate of Interest will be the Rate of Interest as determined in accordance with Terms 16(i) through 16(xiii) as of the last preceding Reset Date.

**“Benchmark Replacement Adjustment”** means the first alternative set forth in the order below that can be determined by IBRD or its designee as of the Benchmark Replacement Date:

- (1) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that shall have been selected, endorsed or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;
- (3) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) determined by IBRD or its designee, in its sole discretion to produce a Benchmark Replacement that is an industry-accepted successor rate for floating rate notes at such time.

**“Benchmark Replacement Conforming Changes”** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, changes to the definition of “Corresponding Tenor” solely when such

tenor is longer than the Interest Period and other administrative matters) that IBRD or its designee decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if IBRD or its designee decides that adoption of any portion of such market practice is not administratively feasible or if IBRD or its designee determines that no market practice for use of the Benchmark Replacement exists, in such other manner as IBRD or its designee determines is reasonably necessary).

**“Benchmark Replacement Date”** means the earliest to occur of the following events with respect to the then-current Benchmark:

- (1) for purposes of clauses (1) and (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of such public statement or publication of information referenced therein and (b) the date on which the administrator of the relevant Benchmark permanently or indefinitely ceases to provide such Benchmark,
- (2) for purposes of clause (3) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

**“Benchmark Transition Event”** means the occurrence of one or more of the following events with respect to the then-current Benchmark:

- (1) a public statement or publication of information by or on behalf of the administrator of such Benchmark announcing that such administrator has ceased or will cease to provide such Benchmark, permanently or indefinitely, *provided* that, at the time of the statement or publication, there is no successor administrator that will continue to provide such Benchmark;
- (2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark, the central bank for the currency of such Benchmark, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the

administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, which states that the administrator of such Benchmark has ceased or will cease to provide such Benchmark permanently or indefinitely, *provided* that, at the time of the statement or publication, there is no successor administrator that will continue to provide such Benchmark;

- (3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark, or by such other relevant competent authority or official body in any of the European Union, the United Kingdom or the United States, announcing that such Benchmark is no longer representative or may no longer be used.

**“Compounded SOFR”** means the compounded average of SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate (which will be compounded in arrear with a lookback and/or suspension period as a mechanism to determine the interest amount payable prior to the end of each Interest Period) being established by IBRD or its designee in accordance with:

- (1) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded SOFR; *provided* that:
- (2) if, and to the extent that, IBRD or its designee determines that Compounded SOFR cannot be determined in accordance with clause (1) above, then the rate, or methodology for this rate, and conventions for this rate that have been selected by IBRD or its designee giving due consideration to any industry-accepted market practice for U.S. dollar denominated floating rate notes at such time.

Notwithstanding the foregoing, Compounded SOFR will include a suspension period of five business days at the end of each Interest Period during which SOFR will not reset as a mechanism to determine the interest amount payable prior to the end of each Interest Period.

**“business day(s)”**, without further specification or qualification, means such reference to business day(s) as customarily referred to in the context of the relevant Benchmark or determination thereof.

**“Corresponding Tenor”** with respect to a Benchmark Replacement means a tenor (including overnight) having

approximately the same length (disregarding business day adjustments) as the applicable tenor for the then-current Benchmark.

**“Endorsed Replacement Rate”** means the forward-looking term rate based on SOFR that shall have been selected, endorsed or recommended as the replacement forward-looking term rate for the then-current Benchmark by the Relevant Governmental Body (or, if no forward-looking term SOFR rate has been so selected, endorsed or recommended, then such other forward-looking term rate that shall have been selected, endorsed or recommended as the replacement forward-looking term rate for the then-current Benchmark by the Relevant Governmental Body).

**“Federal Reserve Bank of New York’s Website”** means the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org>, or any successor source.

**“Federal Reserve Board”** means the Board of Governors of the Federal Reserve System.

**“Interpolated Benchmark”** with respect to any Benchmark means the rate determined for the Corresponding Tenor through the process of linear interpolation between: (1) the Benchmark for the longest period (for which the Benchmark is available) that is shorter than the Corresponding Tenor and (2) the Benchmark for the shortest period (for which the Benchmark is available) that is longer than the Corresponding Tenor.

**“ISDA”** means the International Swaps and Derivatives Association, Inc. or any successor thereto.

**“ISDA Definitions”** means the 2006 ISDA Definitions published by ISDA, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published by ISDA from time to time.

**“ISDA Fallback Adjustment”** means the spread adjustment, (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an Index Cessation Event (as defined in the ISDA Definitions) with respect to the Benchmark for the applicable tenor.

**“ISDA Fallback Rate”** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an Index Cessation Event (as defined in the ISDA Definitions) with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

The “**USD-LIBOR-BBA (with a 6-month designated maturity)**” means the rate for deposits in U.S. Dollars for a period of three month which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding the relevant Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined in accordance with the fallback specified in the ISDA Definitions.

If a Benchmark Transition Event and its related Benchmark Replacement Date shall have occurred prior to the Reference Time for any determination of the then-current Benchmark, the Benchmark Replacement for the then-current Benchmark shall be selected and, unless and until another Benchmark Replacement Date occurs, such determination and all subsequent determinations will be made using the Benchmark Replacement as of the Reference Time for such Benchmark Replacement.

“**may no longer be used**” means that any authorization, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the Benchmark or the administrator of the Benchmark has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by a relevant competent authority or official body in any of the European Union, the United Kingdom or the United States with the result that any person subject to the rules, regulations or jurisdiction of such authority or body is not, or will not be, permitted under applicable law or regulation to use the Benchmark in connection with financial transactions such as the issuance of debt securities or entry into, or performance of obligations under, derivative contracts.

“**Reference Time**” with respect to any determination of a Benchmark means (1) if the Benchmark is USD-LIBOR-BBA (with a 6-month designated maturity), 11:00 a.m., London time, on the day that is two London banking days preceding the relevant reset date, and (2) if the Benchmark is not USD-LIBOR-BBA (with a 6-month designated maturity), the time determined by IBRD or its designee in accordance with the Benchmark Replacement Conforming Changes.

“**Relevant Governmental Body**” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

“**SOFR**” means the daily Secured Overnight Financing Rate provided by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor



administrator) on the Federal Reserve Bank of New York's Website.

**“Unadjusted Benchmark Replacement”** means the Benchmark Replacement excluding the applicable Benchmark Replacement Adjustment.

#### **PROVISIONS RELATING TO REDEMPTION**

17. Final Redemption Amount of each Note (Condition 6): US\$ 200,000 per Specified Denomination
18. Early Redemption Amount (Condition 6(c)): As set out in the Conditions

#### **GENERAL PROVISIONS APPLICABLE TO THE NOTES**

19. Form of Notes (Condition 1(a)): Registered Notes:  
Global Registered Certificate available on Issue Date
20. New Global Note: No
21. Financial Centre(s) or other special provisions relating to payment dates (Condition 7(h)): London and New York
22. Governing law (Condition 14): English
23. Other final terms: The first sentence of Condition 7(a)(ii) is hereby replaced by the following: “Interest (which for the purpose of this Condition 7(a) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes shall be paid to the person shown on the Register at the close of business on the calendar day before the due date for payment thereof (the **“Record Date”**).”

#### **DISTRIBUTION**

24. (i) If syndicated, names of Managers and underwriting commitments: Not Applicable
- (ii) Stabilizing Manager(s) (if any): Not Applicable
25. If non-syndicated, name of Dealer: Merrill Lynch International
26. Total commission and concession: 0.021 per cent. of the Aggregate Nominal Amount
27. Additional selling restrictions: Not Applicable
28. MiFID II product governance / Professional investors and ECPs target market: **Directive 2014/65/EU (as amended, “MiFID II”) product governance / Professional investors and eligible counterparties (“ECPs”) target market**  
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, each as defined in MiFID II; 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.

IBRD does not fall under the scope of application of the MiFID II package. Consequently, IBRD does not qualify as an “investment firm”, “manufacturer” or “distributor” for the purposes of MiFID II.

For the purposes of this provision, the term “manufacturer” means the Dealer.

#### **OPERATIONAL INFORMATION**

29. ISIN Code:	XS2184855372
30. Common Code:	218485537
31. Delivery:	Delivery against payment
32. Registrar and Transfer Agent (if any):	Citibank, N.A., London Branch
33. Intended to be held in a manner which would allow Eurosystem eligibility:	No

#### **GENERAL INFORMATION**

IBRD’s most recent Information Statement was issued on September 24, 2019.

#### **USE OF PROCEEDS**

##### **Supporting sustainable development in IBRD’s member countries**

The net proceeds from the sale of the Notes will be used by IBRD to finance sustainable development projects and programs in IBRD’s member countries (without being committed or earmarked for lending to, or financing of, any particular projects or programs). Prior to use, the net proceeds will be invested by IBRD’s Treasury in accordance with IBRD’s liquid asset management investment policies. IBRD’s financing is made available solely to middle-income and creditworthy lower-income member countries who are working in partnership with IBRD to eliminate extreme poverty and boost shared prosperity, so that they can achieve equitable and sustainable economic growth in their national economies and find sustainable solutions to pressing regional and global economic and environmental problems. Projects and programs supported by IBRD are designed to achieve a positive

social impact and undergo a rigorous review and internal approval process aimed at safeguarding equitable and sustainable economic growth.

IBRD integrates the following five global themes into its lending activities helping its borrowing members create sustainable development solutions: climate change; gender; infrastructure, public-private partnerships and guarantees; knowledge management, and fragility, conflict and violence.

IBRD's administrative and operating expenses are covered entirely by IBRD's various sources of revenue (net income) consisting primarily of interest margin, equity contribution and investment income (as more fully described in the Information Statement).

## **ADDITIONAL RISK FACTORS**

**An investment in the Notes is subject to the risks described below, as well as the risks described under "Risk Factors" in the accompanying Prospectus.**

*Uncertainty about the future of LIBOR may adversely affect the Rate of Interest and therefore the return on and the value of the Notes.*

In September 2012, the U.K. government published the results of its review of LIBOR (commonly referred to as the "**Wheatley Review**"). The Wheatley Review made a number of recommendations for changes with respect to LIBOR including the introduction of statutory regulation of LIBOR, the transfer of responsibility for LIBOR from the British Bankers Association ("**BBA**") to the ICE Benchmark Administration ("**IBA**"), changes to the method of compilation of lending rates and new regulatory oversight and enforcement mechanisms for rate-setting. Based on the Wheatley Review, final rules for the regulation and supervision of LIBOR by the UK Financial Conduct Authority ("**FCA**"), which regulates LIBOR, were published and came into effect on April 2, 2013 ("**FCA Rules**"). In particular, the Financial Conduct Authority Rules include requirements that (1) the IBA, which is an independent LIBOR administrator, monitor and survey LIBOR submissions to identify breaches of practice standards and/or potentially manipulative behavior, and (2) firms submitting data to LIBOR establish and maintain a clear conflicts of interest policy and appropriate systems and controls. In addition, in response to the Wheatley Review recommendations, the IBA has been appointed as the independent LIBOR administrator. Uncertainty as to the extent and manner in which the U.K. government's recommendations in the Wheatley Review will continue to be adopted and the timing of such changes may adversely affect the current trading market for LIBOR based securities such as the Notes and the value of and return on the Notes.

In an announcement on July 27, 2017, the FCA questioned the sustainability of LIBOR in its current form, advocating a transition away from reliance on LIBOR to alternative reference rates and stating that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR rates after 2021 (the "**FCA Announcement**"). The FCA Announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. It is impossible to predict whether and to what extent banks will continue to provide LIBOR submissions to the administrator of LIBOR, whether and for how long LIBOR will continue to be viewed as an acceptable benchmark rate or whether any additional reforms to LIBOR may be enacted in the U.K. or elsewhere. At this time, no consensus exists as to what rate or rates may become accepted alternatives to LIBOR, and it is impossible to predict the effect of any such alternatives on the value of LIBOR-based securities such as the Notes. Uncertainty as to the nature of alternative reference rates and as to potential changes or other reforms to LIBOR may adversely affect LIBOR rates during the term of the Notes, any trading market for the Notes and their value.

In addition, any changes announced by the FCA (including the FCA Announcement) or any other successor governance or oversight body, or future changes adopted by such body, in the method pursuant to which the LIBOR rates are determined may result in a sudden or prolonged increase or decrease in the reported LIBOR rates. If that were to occur, the level of interest payments and the value of the Notes may be negatively affected.

At an international level, efforts to reform “benchmarks” include (i) the International Organization of Securities Commissions’ Principles for Financial Market Benchmarks (July 2013), (ii) the European Securities and Markets Authority-European Banking Authority’s Principles for the benchmark-setting process (June 2013), and (iii) the European Commission’s regulation on indices used as benchmarks in certain financial instruments and financial contracts, or to measure the performance of investment funds (June 2016) (the “**Benchmark Regulation**”). The Benchmark Regulation applies to the use of benchmarks in the EU, and would, among other things, (i) require benchmark administrators to be authorized (or, if non-EU-based, to be qualified for use) and to comply with extensive requirements in relation to the administration of benchmarks and (ii) ban the use of benchmarks of unauthorized administrators. The full impact of the Benchmark Regulation is presently unclear. However, it could potentially have a material impact on any securities based on or linked to a benchmark index such as the Notes.

More broadly, the FCA Rules, the Benchmark Regulation, and any of the other international, national, or other proposals for reform or general increased regulatory scrutiny of benchmarks could have a material adverse effect on the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain benchmarks, trigger changes in the rules or methodologies used in the determination of certain benchmarks or may even lead to the disappearance of certain benchmarks. The disappearance of, or uncertainty relating to the continued existence of, a benchmark or changes in the manner of determination of or administration of a benchmark may adversely affect the trading market for, return on, or value of benchmark-based securities such as the Notes. Any of the above changes or any other consequential changes to LIBOR as a result of U.K., EU or other international, national, or other proposals for reform or other initiatives or investigations, or any further uncertainty in relation to the timing and manner of implementation of such changes could have a material adverse effect on the value of and return on any securities based on or linked to a benchmark, including the Notes.

To the extent the LIBOR rate is discontinued or is no longer quoted following a Benchmark Transition Event, the applicable Benchmark Replacement and any Benchmark Replacement Adjustment applied thereto used to calculate the Rate of Interest on these Notes will be determined using the alternative methods described in Term 16(xiii). Any of these alternative methods may result in interest payments that are lower than or do not otherwise correlate over time with the payments that would have been made on the Notes if the U.S. dollar LIBOR rate had been available in its current form.

Also, in the event of a Benchmark Transition Event, IBRD, or its designee, has the authority to make, in its sole discretion, certain decisions as to whether a Benchmark Replacement and/or a Benchmark Replacement Adjustment is not an industry-accepted successor rate for determining the Rate of Interest in respect of the Notes. The outcome of such decisions will determine which rate will be used to determine the Amount of Interest due under the Notes and in making such determination, IBRD may have economic interests adverse to those of the Noteholders.

The final alternative method sets the interest rate for an interest period at the same rate as the immediately preceding interest period. As a result, if no amendment is made to the Conditions, such Notes may become fixed rate notes utilizing the last available Rate of Interest determined under Term 16.

Once a particular Benchmark Replacement (and applicable Benchmark Replacement Adjustment, if any) shall be selected in accordance with Term 16(xiii), then all subsequent determinations on the Notes will be made using that same Benchmark Replacement (and Benchmark Replacement Adjustment, if any) irrespective of whether, at the time of a subsequent determination, some other Benchmark Replacement that is higher in priority among the fall backs provided in Term 16(xiii) shall become available. Accordingly, absent any future amendment to the terms and conditions, the Notes will continue to pay interest in accordance with a fall back determined as provided in Term 16(xiii) even

if a replacement for LIBOR is subsequently established for use in connection with other securities or for other purposes.

### **LISTING APPLICATION**

These Final Terms comprise the final terms required for the admission to the Official List of the Luxembourg Stock Exchange and to trading on the Luxembourg Stock Exchange's regulated market of the Notes described herein issued pursuant to the Global Debt Issuance Facility of International Bank for Reconstruction and Development.

### **RESPONSIBILITY**

IBRD accepts responsibility for the information contained in these Final Terms.

Signed on behalf of IBRD:

By:

Name:

Title:

Duly authorized