

Exhibit 3 to Annex A
to the Final Terms dated June 27, 2016
Form of Final Redemption Notice

International Bank for Reconstruction and Development
U.S.\$4,996,250
PAFERNs due 2020
issued under its Global Debt Issuance Facility

To: Citibank, N.A., London Branch as Global Agent

With copies by email to: the Verification Agent and the Bank

From:

Date: _

By delivering this duly completed Final Redemption Notice for the above Notes (the “Notes”) to the Global Agent (with a copy by email to the Verification Agent and the Bank) together with the definitive registered Certificates representing the Notes to which it relates, in accordance with the procedures set out herein and in the Notes, the undersigned Noteholder of such of the Notes referred to below irrevocably exercises its right to have such Notes redeemed on the Maturity Date under Condition 6(a) of the Notes. Capitalized terms used in this Final Redemption Notice and not otherwise defined herein or therein have the respective meanings ascribed thereto in the Final Terms (the “Final Terms”) dated June 27, 2016 applicable to the Notes.

Notes and corresponding Carbon Credits

This Final Redemption Notice relates to Notes in the aggregate principal amount of U.S.\$ corresponding to (a) ¹⁴ integral multiples of Carbon Credit Lots and (b) ¹⁵ Notes each of the Specified Denomination.

Unique Identification Number:

The Carbon Credits to which this Final Redemption Notice relates are identified by Carbon Credit Lots in Schedule 1 to this Final Redemption Notice.

Each Project or POA in respect of which the Carbon Credits set out in Schedule 1 have been issued has also received an EHS Audit Report confirming satisfaction of the criteria listed under “EHS Criteria” in Exhibit 2 to Annex A to the Final Terms with the following Version No. _____ on _____ by _____. **Such EHS Audit Report(s) is/are being separately delivered to the Verification Agent at the address set out below and the Noteholder hereby acknowledges that the delivery of such EHS Audit Report is a Condition to Final Redemption.**

Payment Instructions

Subject to satisfaction of the Conditions to Final Redemption set out in the Final Terms, the Final Redemption Amount applicable to the Notes will be paid on the Maturity Date in accordance with the following payment instructions:

¹⁴ For example, 5 integral multiples or 12,500 CERs.

¹⁵ In this example, 5 integral multiples of 2,500 CERs will correspond to 5 Notes each of the Specified Denomination.

Please make payment in respect of the above-mentioned Notes to which this Final Redemption Notice relates to the account of the Noteholder recorded in the Register maintained by the Registrar.

Disclosure of Information

In order to facilitate the exercise of the Final Redemption Right and payment of the Final Redemption Amount to the undersigned Noteholder on the Maturity Date:

(a) such Noteholder by submission of its Final Redemption Notice to the Global Agent authorizes the Global Agent to disclose to the Bank, the Paying Agent and the Verification Agent and their respective legal advisers, the name of such Noteholder and to disclose the amount of the Notes it holds in respect of such exercise of the Final Redemption Right and payment of the Final Redemption Amount on the Maturity Date; and

(b) such Noteholder is required (in addition to submitting to the Global Agent this Final Redemption Notice) to send by email to the Verification Agent and the Bank by the Deadline a copy of this completed Final Redemption Notice in respect of its Notes.

Acknowledgements, representations, warranties and undertakings

By delivering, or arranging for the delivery of, a Final Redemption Notice to the Global Agent (with a copy to the Verification Agent and the Bank), the undersigned Noteholder shall be deemed to make the acknowledgements, representations, warranties and undertakings set forth below to the Bank, the Paying Agent, the Global Agent and the Verification Agent at the Deadline and on the Maturity Date. If the Noteholder is unable to give such representations, warranties and undertakings, such Noteholder should contact the Global Agent immediately.

The undersigned Noteholder hereby acknowledges, represents, warrants and undertakes at the Deadline and on the Maturity Date as follows:

(c) The individual signing this Final Redemption Notice is an authorized officer of the Noteholder, authorized to make or undertake, as applicable, the acknowledgments, representations, warranties and undertakings set out herein in connection with the delivery of this Final Redemption Notice.

(d) It consents to the Global Agent providing details concerning its identity and the amount of Notes it holds to the Bank and the Verification Agent, and their respective legal advisers.

(e) It has legal title and beneficial ownership to the Carbon Credits identified in this Final Redemption Notice and has not sold, transferred, delivered, assigned, licensed, disposed of, granted or pledged such Carbon Credits to any third party.

(f) It has full power and authority to exercise the Final Redemption Right with respect to the Notes and the corresponding Carbon Credits identified in this Final Redemption Notice, which Carbon Credits it hereby undertakes to transfer together with all rights attached to such Carbon Credits to, or to the order of, the Verification Agent with full title free from all liens, charges and encumbrances and free from any adverse claim, as at the date hereof as well as at the time of such transfer.

(g) It will, upon request, execute and deliver any additional documents and/or do such other things deemed by the Bank, the Global Agent or the Registrar (as the case may be) to be necessary or desirable to complete the transfer and cancellation of such Notes and/or the corresponding Carbon Credits or to evidence such power and authority.

(h) It holds and will hold, until the time of redemption or expiration of the Notes on the Maturity Date, the Notes and it acknowledges that the Notes the subject of this Final Redemption Notice cannot be transferred on or after the date 60 Business Days prior to the Maturity Date.

(i) Upon receipt of the Final Redemption Amount (if any) to which it is entitled, it renounces all right, title and interest in and to all Notes referenced in this Final Redemption Notice and it waives and releases any rights or claims it may have against the Bank with respect to any such Notes.

Additional terms of the exercise of the Final Redemption Right

The undersigned Noteholder hereby agrees to indemnify the Bank, the Paying Agent, the Registrar, the Global Agent and the Verification Agent and any of their respective affiliates, directors or employees against all and any losses, costs, fees, claims, liabilities, expenses, charges, actions or demands which any of them may incur or which may be made against any of them as a result of any breach of any of the terms of, or any of the representations, warranties and/or undertakings given pursuant to, this Final Redemption Notice by such Noteholder.

Further Information

Please direct all questions and requests for information regarding the procedure for exercising the Final Redemption Right and this Final Redemption Notice to International Bank for Reconstruction and Development (Email: capitalmarketops@worldbank.org, Telephone: + 1 202 458 8990) or to the Global Agent (Email: corporateaction.enquiry@citi.com).

The Bank:

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
1818 H Street, NW
Washington, DC 20433

Global Agent:

CITIBANK, N.A., LONDON BRANCH
Citigroup Centre
Canada Square, Canary Wharf
London E14 5LB
England

Signature

Signature:.....
Duly Authorized Officer

Name:

Title:

Email:

On:

With a copy to:

Verification Agent at its office at:

Email:

On:

and

With a copy to:

The Bank at its office at:

Email:

On:

Schedule 1: Identification of Carbon Credits for the First Check

Each separate table below may, but is not required to, identify Carbon Credit Lots relating to a different single Project or POA in respect of the same Monitoring Period in respect of CERs or Vintage Period in respect of VCUs and Gold Standard VERs, provided that within each table only a range of at least one integral multiple of Carbon Credit Lots generated by a single Project or POA in respect of the same Monitoring Period in respect of CERs or Vintage Period in respect of VCUs or Gold Standard VERs may be identified.

Carbon Credit Serial Numbers (range of Carbon Credit Lots¹⁶):

For CERs:

Block start:

Block end:

For VCUs and Gold Standard VERs:

Block start:

Block End:

Project or Programme of Activity Title: _____

UNFCCC/VCU Project Reference Number _____

Gold Standard Project ID: _____

Carbon Credit Issuance Date: _____

For CERs: Monitoring Period: [*Specify start and end date*]: _____

For VCUs and Gold Standard VERs: _____

Vintage Period: [*Specify start and end date*]: _____

Carbon Credit Serial Number (range of Carbon Credit Lots¹⁷):

For CERs:

Block start:

Block end:

For VCUs and Gold Standard VERs:

Block start:

¹⁶ Each Carbon Credit has a unique serial number composed of several identifiers, including the Party-of-origin identifier and the project identifier.

¹⁷ Each Carbon Credit has a unique serial number composed of several identifiers, including the Party-of-origin identifier and the project identifier.

Block End:

Project or Programme of Activity Title: _____
UNFCCC/VCU Project Reference Number _____
Gold Standard Project ID: _____
Carbon Credit Issuance Date: _____
For CERs: Monitoring Period: [*Specify start and end date*]: _____
For VCU and Gold Standard VERs: _____
Vintage Period: [*Specify start and end date*]: _____

Carbon Credit Serial Number (range of Carbon Credit Lots¹⁸): _____
For CERs:
Block start: _____
Block end: _____
For VCU and Gold Standard VERs:
Block start: _____

Block End:

Project or Programme of Activity Title: _____
UNFCCC/VCU Project Reference Number _____
Gold Standard Project ID: _____
Carbon Credit Issuance Date: _____
For CERs: Monitoring Period: [*Specify start and end date*]: _____
For VCU and Gold Standard VERs: _____
Vintage Period: [*Specify start and end date*]: _____

[Repeat table above as necessary for each Carbon Credit Lot being identified in this Final Redemption Notice.]

¹⁸ Each Carbon Credit has a unique serial number composed of several identifiers, including the Party-of-origin identifier and the project identifier.