

Final Terms dated October 1, 2015



# International Bank for Reconstruction and Development

U.S.\$4,171,200

**PAF: Emission Reductions Notes (“PAFERNs”) due 2016  
issued under its Global Debt Issuance Facility**

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## **Issue Price 12.5 per cent.**

The International Bank for Reconstruction and Development (the “**Bank**”) is offering U.S.\$4,171,200 of non-interest-bearing PAFERNs due November 30, 2016 (the “**Notes**”) under its Global Debt Issuance Facility (the “**Facility**”). Each holder of Notes will have the right, but not the obligation, upon a maximum of 60 and a minimum of 40 Business Days’ notice, to redeem some or all of its Notes on November 30, 2016 (the “**Maturity Date**”) for U.S.\$4,800 (the “**Final Redemption Amount**”) per Specified Denomination of Notes redeemed. As further described herein, the right of a holder to receive the Final Redemption Amount per Specified Denomination of Notes is conditional upon the delivery to the Verification Agent of 2,000 Certified Emission Reductions (“**CERs**”) that are Qualifying CERs (as defined in these Final Terms) for each Specified Denomination of Notes redeemed and upon satisfaction of the other Conditions to Final Redemption (as defined in these Final Terms). If the Conditions to Final Redemption have not been satisfied, then the Notes will not pay the Final Redemption Amount on the Maturity Date and will expire worthless. No interest is payable on the Notes at any time.

The Notes will be issued in registered form and will initially be issued in global form represented by one or more Global Certificates deposited on the Issue Date with, and registered in the name of a nominee of, a common depository for Euroclear and Clearstream, Luxembourg.

These Final Terms supplement the terms and conditions in, and incorporates by reference, the accompanying Prospectus dated May 28, 2008 and all documents incorporated by reference therein (the “**Prospectus**”), and should be read in conjunction with the Prospectus. Unless otherwise defined in these Final Terms, terms used herein have the meaning given to them in the Prospectus. For a detailed description of the terms of the Notes, see Annex A of these Final Terms beginning on page A-1.

Notwithstanding anything to the contrary in the Prospectus, the Notes will not be listed on any stock exchange.

The Bank is selling the Notes directly to investors on its own behalf and not through any dealers. **The security ratings of the Facility will not apply to the Notes, and the Notes will not be rated.**

Prospective investors should have regard to the risk factors described under the section headed “Risk Factors” in these Final Terms. *The Notes are not conventional debt securities in that they do not pay interest and are not principal protected and as a result prospective investors may lose all of their investment.*

**THE NOTES ARE NOT OBLIGATIONS OF ANY GOVERNMENT.**

*The Bank accepts responsibility for the information contained in these Final Terms. To the best of the knowledge of the Bank (having taken all reasonable care to ensure that such is the case) the information contained in these Final Terms is in accordance with the facts and does not omit anything likely to affect the import of such information.*

*These Final Terms are to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "Incorporation by Reference" below).*

*These Final Terms do not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of these Final Terms in any jurisdiction where such action is required.*

**THE NOTES ARE NOT REQUIRED TO BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED. ACCORDINGLY, NO REGISTRATION STATEMENT HAS BEEN FILED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "COMMISSION"). THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THESE FINAL TERMS OR THE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE IN THE UNITED STATES.**

**AN INVESTMENT IN THE NOTES ENTAILS CERTAIN RISKS, INCLUDING THE RISK OF LOSS OF SOME OR ALL OF YOUR INVESTMENT AND THE RISK THAT THE PRICE OR COST OF THE QUALIFYING CERS IS MORE THAN THE FINAL REDEMPTION AMOUNT PAYABLE ON THE MATURITY DATE. INVESTORS SHOULD HAVE SUFFICIENT KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS TO EVALUATE THE MERITS AND RISKS OF INVESTING IN THE NOTES, AS WELL AS ACCESS TO, AND KNOWLEDGE OF, APPROPRIATE ANALYTICAL TOOLS TO EVALUATE SUCH MERITS AND RISKS IN THE CONTEXT OF THEIR FINANCIAL SITUATION. PROSPECTIVE INVESTORS SHOULD CAREFULLY REVIEW THE INFORMATION SET FORTH AND INCORPORATED HEREIN, INCLUDING WITHOUT LIMITATION, THE INFORMATION SET FORTH UNDER THE CAPTIONS "RISK FACTORS" BEGINNING ON PAGE 5 OF THESE FINAL TERMS AND PAGE 14 OF THE PROSPECTUS.**

**SWAPS, INCLUDING AGREEMENTS, CONTRACTS OR TRANSACTIONS COMMONLY KNOWN AS EMISSIONS SWAPS, HAVE BECOME SUBJECT TO HEAVY REGULATION AROUND THE GLOBE. NOTEHOLDERS THAT ENGAGE IN SWAPS, INCLUDING EMISSIONS SWAPS, WITHIN THE MEANING OF SUCH TERMS AS DEFINED IN ANY RELEVANT JURISDICTION(S) WILL BE SUBJECT TO THE APPLICABLE RULES AND REGULATIONS IN SUCH JURISDICTION(S). THE BANK HAS NOT CONSIDERED NOR WILL IT UNDERTAKE TO CONSIDER WHETHER THE NOTES CONSTITUTE, OR WOULD IN THE HANDS OF CERTAIN HOLDERS CONSTITUTE, SWAPS FOR THE PURPOSES OF SUCH RULES AND REGULATIONS IN ANY JURISDICTION. INVESTORS ARE STRONGLY ENCOURAGED TO CONSIDER THE POTENTIAL IMPACT OF SUCH RULES AND REGULATIONS IN JURISDICTION(S) APPLICABLE TO SUCH NOTEHOLDERS IN CONNECTION WITH THEIR HOLDING OF, AND THE EXERCISE OF THE FINAL REDEMPTION RIGHT WITH RESPECT TO, THE NOTES.**

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### **Incorporation by Reference**

The following documents of the Bank are incorporated by reference to these Final Terms: (i) the Global Debt Issuance Facility Prospectus dated May 28, 2008 (the “**Prospectus**”) and (ii) the Information Statement dated September 17, 2015 (the “**Information Statement**”). These documents have been filed with the Commission and are available on the Commission’s website. Alternatively, to obtain copies of these documents, contact your financial adviser.

The provisions of the Prospectus shall be deemed to be incorporated into and form part of these Final Terms in their entirety save that any statement contained in the Prospectus or any other document incorporated by reference herein shall be deemed to be modified or superseded for the purpose of these Final Terms to the extent that a statement contained herein modifies or supersedes, or is inconsistent with, such earlier statement (whether expressly, by implication or otherwise). Any statement in the Prospectus so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of these Final Terms. Terms used herein but not otherwise defined shall have the meanings given to them in the Prospectus. These Final Terms must be read in conjunction with the Prospectus and full information on the Bank and the offer of the Notes is only available on the basis of the combination of the provisions set out within these Final Terms and the Prospectus.

Investors who have not previously reviewed the information contained in the above documents should do so in connection with their evaluation of the Notes.

For further information and to find out how you can obtain copies of the documents incorporated by reference in the Prospectus, please read the section entitled “Availability of Information and Incorporation by Reference” beginning on page 4 of the Prospectus.

## **Risk Factors**

*You should read the risks summarized below in connection with, and the risk summarized below are qualified by reference to, the risks described in more detail in the “Risk Factors” section beginning on page 15 of the Prospectus. Your decision to purchase the Notes should be made only after carefully considering these risks with your investment, legal tax, accounting and other advisers in light of your particular circumstances. The Notes are not an appropriate investment for you if you are not knowledgeable about significant element of the Notes or financial matters in general. Capitalized terms used and not defined in these Risk Factors have the respective meanings ascribed thereto elsewhere in these Final Terms.*

### **Investment at risk**

The capital invested in the Notes, represented by the Issue Price is at risk. In addition, any cost of generating CERs such as inputs to developing CER-generating projects, and/or any cost of obtaining CERs in the secondary market, is also at risk. If a Noteholder fails to exercise its Final Redemption Right, fails to deliver a complete and valid Final Redemption Notice or an EHS Audit Report otherwise fails to satisfy the Conditions to Final Redemption or fails to identify Qualifying CERs in its Final Redemption Notice or deliver Qualifying CERs to the Verification Agent, or the Verification Agent determines that the CERs identified or delivered are not Qualifying CERs or fails to make a determination, the Notes will expire worthless on the Maturity Date and such Noteholder will lose its entire investment, any costs associated with its purchase of the Notes and/or its development cost associated with generating and/or obtaining CERs. ***Determinations made by the Verification Agent are final and binding on the Bank and Noteholders.***

### **Uncertainty of market value as of delivery of Final Redemption Notice and Maturity Date**

The Notes contain a Notice Period of a maximum of 60 and a minimum of 40 Business Days prior to the Maturity Date, thereby requiring a decision by the Noteholder as to whether to exercise the Final Redemption Right and identify and deliver CERs to the Verification Agent that must be made no later than 40 Business Days prior to the Maturity Date. The market value of CERs may change during the Notice Period favorably or unfavorably to the Noteholders. If a Noteholder exercises its Final Redemption Right, the Final Redemption Amount may be less than the market value of Qualifying CERs as of the Maturity Date, in which case a Noteholder’s prior, binding election to exercise its Final Redemption Right will result in a loss to the Noteholder compared to the then-market value of the Qualifying CERs.

### **The market price of the Notes may be influenced by many factors**

Many factors, most of which are beyond the Bank’s control, will influence the value of the Notes and the price at which a secondary market participant may be willing to purchase or sell the Notes, including: the current market price of CERs, interest and yield rates in the market, general macroeconomic and financial, political and regulatory events that affect the investment of industry in carbon-intensive projects and therefore that may restrain or expand the potential secondary market for the Notes and accordingly decrease or increase demand for CERs and value of the Notes.

The value or trading price of the Notes at any time will reflect changes in market conditions and the market value of CERs. In recent years, the value of CERs has been in decline. The Final Redemption Amount has been set by the market by auction, and may not reflect the actual value of CERs for delivery at any point during the Notice Period, including on the day of identification and/or delivery by an exercising Noteholder. The market value of CERs will change during the term of the Notes and the value of the Final Redemption Right may change as the market price for CERs changes. Any change in the global conditions that contributed to the decrease in the value of CERs over the last few years may affect the market price of the Notes, including any market price received by an investor in any secondary market transaction, which may be substantially less than the Final Redemption Amount.

**The Notes do not pay interest, do not pay principal upon early redemption, and only pay the Final Redemption Amount at maturity if the Final Redemption Right is properly exercised**

The Notes do not bear interest, so there is no return on the Issue Price paid for the Notes. If the Notes are redeemed early for any reason, no principal will be paid on such early redemption. Payment of the Final Redemption Amount is the only payment which the Bank will make on the Notes and then only if the Final Redemption Right has been validly exercised by a Noteholder and the Conditions to Final Redemption have been satisfied by the Noteholders.

**Neither the Issue Price nor the Final Redemption Amount for the Notes represents their value at any time**

The Final Redemption Amount for the Notes has been set by an auction, and the Issue Price has been set by the Bank without reference to option valuation models. The estimated value of the Notes at the Issue Date may be materially less or more than the Issue Price and/or the Final Redemption Amount.

**A secondary market may not develop due to the special nature of investors in the Notes**

The Notes are expected to be issued to investors that are active in carbon markets and not to institutional investors generally. As a result of the target market of investors for the Notes, a Noteholder may not be able to sell or transfer its Notes easily or at all.

**There are important deadlines that you must meet in order to exercise your Final Redemption Right by notice sent through the Clearing Systems**

Noteholders must ensure delivery of their Final Redemption Notice before the time and date set by the relevant Clearing System or any other relevant intermediary and in accordance with the procedures set out or referred to in the Form of Final Redemption Notice so that the Noteholder's exercise of its Final Redemption Right may be communicated to the Global Agent prior to the Deadline set out or referred to in the Form of Final Redemption Notice.

Noteholders whose Notes are held on their behalf by a broker, dealer, commercial bank, custodian, trust company or direct participant in the Clearing System should contact their broker, dealer, commercial bank, custodian, trust company or direct participant in the Clearing System, as the case may be, to confirm that the deadline for receipt of their instruction with respect to the exercise the Final Redemption Right so that such instructions may be processed in a timely manner and in accordance with the relevant deadlines and delivered to the relevant Clearing System in accordance with such Clearing System's deadlines and in time for transmission to the Global Agent, prior to the Deadline set out in the Form of Final Redemption Notice.

Once a Noteholder has submitted its Final Redemption Notice, its Notes will be blocked in the Clearing Systems. Notes which are blocked may not be traded or transferred in the relevant Clearing System during the period starting from the time at which the Noteholder delivers, or instructs the Account Holder through which it holds such Notes to deliver, a Final Redemption Notice, to the relevant Clearing System, at any time until the Maturity Date.

**Direct participants in any Clearing System and the beneficial owners of Notes that submit a Final Redemption Notice will be disclosing their identity**

Direct participants in any Clearing System and beneficial owners of the Notes by submission of a Final Redemption Notice authorize such Clearing System to disclose their identity to the Bank, the Global Agent, the Verification Agent, the common depository for the Clearing Systems and their respective advisers.

**Verification Agent Risk**

The Bank has engaged an independent third party Verification Agent to determine if CERs identified in the Final Redemption Notice and delivered to the Verification Agent in connection with any exercise by a Noteholder of its Final Redemption Right are Qualifying CERs. The Verification Agent shall determine whether CERs meet the Eligibility Criteria and are therefore Qualifying CERs, upon identification of the CERs in the Final Redemption Notice (the "First Check") and upon subsequent delivery of the CERs to the

Verification Agent (the “**Second Check**” and together with the First Check, each a “**Check**”). An unfavorable determination at either Check is binding on the relevant Noteholder and the Bank, in the case of the Second Check notwithstanding a favorable determination at the First Check, even if the determination at either Check is the result of a mistake by the Verification Agent.

Each Check must happen within the timeframe set out in these Final Terms. Further, at each Check the Verification Agent must send a notice to the Noteholder, the Global Agent, the Calculation Agent and/or the Bank, as applicable, with the results of that Check. A failure of the Verification Agent to make a determination within the required timeframe, or to send the notice, even if a favorable determination is later made or if a timely determination is made but no notice is sent, will result in a failure of the exercise of the Final Redemption Right. All of the External Conditions to Final Redemption, including this timing and notice requirement that depend on the Verification Agent, are outside of the Noteholders’ control. Notwithstanding this lack of control, a failure of any of the External Conditions to Final Redemption will result in a failure of the exercise of the Final Redemption Right and the Noteholder will receive nothing.

The Bank is not responsible for determinations by the Verification Agent with respect to identified or delivered CERs and the Noteholders are dependent on the determination made by the Verification Agent which is final and binding on the Bank and the Noteholders. Although all due care was exercised in the engagement of the Verification Agent, any errors that may occur in the process of determining whether identified or delivered CERs constitute Qualifying CERs will be borne by the Noteholders. An identified or a delivered CER that is not determined to be a Qualifying CER will be rejected by the Verification Agent at the relevant Check, and Noteholders will not be able to submit other CERs or resubmit a Final Redemption Notice with respect to the same Notes. In addition, neither the Bank nor any Noteholder will have any recourse against the Verification Agent, and such Noteholder will not have any recourse against the Bank, for the Verification Agent’s determination at either Check. In such a case, where the CERs are rejected at either Check, no Final Redemption Amount will be paid to such Noteholder and such Noteholder will lose all of its investment in the Notes, any costs associated with its purchase of the Notes and/or its development costs associated with generating and/or obtaining CERs.

### **Regulation of emissions swaps**

Swaps, including agreements, contracts or transactions commonly known as emissions swaps, have become heavily regulated across the globe, including certain swaps becoming subject to mandatory clearing, trade, execution, reporting and recordkeeping requirements, amongst other requirements. Noteholders that engage in swaps, including emissions swaps, as such are defined in any jurisdictions applicable to such Noteholders, will be subject to the rules and regulations regarding their swaps-related activities applicable in such relevant jurisdictions. The Bank has not considered, and will not undertake to consider, an analysis of the initial purchase or secondary market sales of the Notes under the rules and regulations relating to swaps that may be applicable to the Noteholders. Prior to investing in the Notes, investors are strongly encouraged to obtain advice regarding the potential impact of such rules and regulations in the applicable jurisdictions in connection with the purchase, transfer and holding of, and exercise of the Final Redemption Right with respect to, the Notes.

### **United Kingdom stamp duty may be payable on transfers of Notes made within the United Kingdom**

The Registrar and the register for the Notes are located within the United Kingdom. In limited circumstances specified in the Prospectus, the Notes may be represented by definitive certificated Notes outside of the Clearing Systems and transfers effected by change of entries in such register. In such circumstances, a United Kingdom stamp duty of 0.5% of the transfer consideration may be payable by the purchaser in connection with such transfer. If such stamp duty remains unpaid a charge to United Kingdom stamp duty reserve tax (at the rate of 0.5% of the transfer consideration) would be payable. Potential consequences of failure to pay stamp duty include, amongst other things, the inability of a Noteholder to introduce the instrument of transfer into evidence in a court proceeding in the United Kingdom until such stamp duty is paid. Further interest and penalties would be payable on late paid stamp duty or stamp duty reserve tax. Were stamp duty to be payable on such transfers, it could reduce the value of the Notes.

## Summary

*This summary section forms part of these Final Terms relating to the Notes. It is intended for introductory purposes only. It may neither be separated from the rest of these Final Terms nor relied upon as complete if separated from the more complete disclosure contained herein. Any decision to invest in the Notes should be based on a consideration by any potential investor of these Final Terms as a whole, including any schedules, appendices and annexes hereto and any documents incorporated by reference.*

### **The PAF**

The Pilot Auction Facility for Methane and Climate Change Mitigation (“**PAF**”) is an innovative climate finance mechanism developed by the World Bank Group to stimulate investment in projects that reduce greenhouse gas emissions while maximizing the impact of public funds and leveraging private sector financing. It is a results-based mechanism that works by setting a floor price for emission reductions generated in respect of certain projects and programs. The goals of the PAF are achieved by the auction of PAFERNs that give holders the right, but not the obligation, to sell to the PAF emission reductions generated through the operation of projects or purchased on the secondary market.

In connection with the PAF, the Bank will issue separate series of PAFERNs, each containing a right of redemption which corresponds to future emission reductions related to particular areas of methane and climate change mitigation as may be determined from time to time with respect to each series of PAFERNs.

For each notes issuance, such as the Notes, the PAF establishes a list of eligibility criteria based on the country of origination, project type, and other environmental and social criteria (the criteria applicable to the Notes set out in Exhibit 2 to Annex A, the “**Eligibility Criteria**”).

In the case of the Notes, the PAF will set a floor price for Certified Emission Reductions (“**CERs**”) generated in respect of methane capture or avoidance at existing landfill water, waste water treatment facilities and composting & agricultural water project sites registered under the Clean Development Mechanism (“**CDM**”).

### **The Auction**

A competitive auction conducted by the Bank on July 15, 2015 (the “**Auction Date**”) set (a) the amount payable per CER that is (i) identified in a Final Redemption Notice as part of a block of 2,000 CERs in respect of which each CER is from the same Monitoring Period and CDM Project or CDM POA (each a “**CER Lot**”) and (ii) determined by the Verification Agent to satisfy the Eligibility Criteria (each such CER, a “**Qualifying CER**”) at U.S.\$2.40, resulting in the Final Redemption Amount per 2,000 Qualifying CERs being U.S.\$4,800 and (b) the integral multiples of CER Lots applicable to the Notes, resulting in the Aggregate Nominal Amount of Notes being U.S.\$4,171,200 and the Specified Denomination of the Notes being U.S.\$4,800.

### **Summary of Terms**

Pursuant to these Final Terms, the Bank is issuing U.S.\$4,171,200 Aggregate Nominal Amount of non-interest-bearing PAFERNs due November 30, 2016 under the Facility.

The Bank has engaged Kommunalkredit Public Consulting GmbH, an independent third party agent (the “**Verification Agent**”) to determine, in accordance with the Eligibility Criteria, whether CERs identified in a valid and complete Final Redemption Notice and delivered to the Verification Agent are Qualifying CERs. The Verification Agent shall determine whether CERs meet the Eligibility Criteria and are therefore Qualifying CERs, upon identification of the CERs in the Final Redemption Notice (the “**First Check**”) and upon subsequent delivery of the CERs to the Verification Agent (the “**Second Check**” and together with the First Check, each a “**Check**”). Determinations of the Verification Agent at each Check (or failure of the Verification Agent to make a determination at either Check) are final and binding on the Bank and the Noteholders.



Any integral multiple of a CER Lot may be identified in a Final Redemption Notice for the First Check by the Verification Agent and, provided the First Check is favourable, for subsequent delivery to the Verification Agent for the Second Check. Any CERs delivered to the Verification Agent that do not constitute integral multiples of a CER Lot will be automatically rejected. For the avoidance of doubt, if the serial numbers of the CERs delivered by a Noteholder at the Second Check do not match the serial numbers of the CERs identified in such Noteholder’s Final Redemption Notice delivered for the First Check, the CER Lots containing non-matching serial numbers will be rejected. The exercise of the Final Redemption Right will be successful with respect to each integral multiple of CER Lots that passes both Checks.

**The table set out immediately below is a high-level summary of the terms set out in Annex A. Investors should carefully read Annex A.**

Issuer .....	International Bank for Reconstruction and Development (the “ <b>Bank</b> ”)
Dealers .....	None
Global Agent .....	Citibank, N.A., London Branch
Paying Agent.....	Citibank, N.A., London Branch
Registrar .....	Citibank, N.A., London Branch
Verification Agent.....	Kommunalkredit Public Consulting GmbH, or any successor or replacement appointed by the Bank
Calculation Agent.....	Citibank, N.A., London Branch
Currency .....	U.S. dollars
CER Lot .....	A block of 2,000 CERs in respect of which each CER is from the same Monitoring Period and CDM Project or CDM POA.
Maturity Date .....	November 30, 2016
Issue Date .....	October 7, 2015
Issue Price .....	12.5%
Method of Issue.....	Notes will not be issued through dealers. The Bank will sell Notes itself directly to investors.
Description of Notes .....	The Notes are non-interest-bearing unsecured obligations of the Bank redeemable at the option of the Noteholder on the Maturity Date, provided a Final Redemption Notice is delivered during the Notice Period and the Conditions to Final Redemption are satisfied.
Final Redemption Right .....	Each Noteholder may redeem some or all of its Notes in integral multiples of the Specified Denomination on, but not prior to, the Maturity Date upon a maximum of 60 and a minimum of 40 Business Days’ notice (the “ <b>Notice Period</b> ”).
Final Redemption Amount.....	U.S.\$4,800 per Specified Denomination, provided that the Conditions to Final Redemption are satisfied.
Conditions to Final Redemption ....	The following conditions must be met for the valid exercise of the Final Redemption Right and payment of the Final Redemption Amount: <ul style="list-style-type: none"> <li>(i) Valid and complete Final Redemption Notice delivered during the Notice Period;</li> </ul>

- (ii) CERs identified in the Final Redemption Notice are delivered to the Verification Agent in integral multiples of CER Lots no later than 15 Business Days prior to the Maturity Date;
- (iii) CERs identified in the Final Redemption Notice and then delivered to the Verification Agent have passed the First Check and Second Check and therefore on delivery were Qualifying CERs; and
- (iv) Timely determination by the Verification Agent of whether and how many Qualifying CER Lots have been identified as part of the First Check and delivered as part of the Second Check.

Qualifying CERs .....	CERs that have been identified in a Final Redemption Notice and determined by the Verification Agent to satisfy the Eligibility Criteria.
Interest Rate .....	None. The Notes do not bear interest.
Status of Notes .....	Notes will constitute direct, unsecured obligations of the Bank ranking <i>pari passu</i> with all its other unsecured and unsubordinated obligations. Notes will not be obligations of any government.
Form of Notes .....	The Notes will be issued in registered form and will initially be issued in global form represented by one or more Global Certificates.
Initial Delivery of Notes.....	On or before the Issue Date, the Global Agent will deposit a Global Certificate representing Registered Notes with a common depository for Euroclear and Clearstream, Luxembourg, which Global Certificates will be registered in the name of a nominee for the common depository for Euroclear and Clearstream, Luxembourg.
Clearing Systems.....	Euroclear and Clearstream, Luxembourg
Specified Denominations .....	U.S.\$4,800, reflecting U.S.\$4,800 per CER Lot as determined through the competitive auction on the Auction Date.
Listing .....	The Notes will not be listed.
Ratings .....	The Notes will not be rated.
Governing Law.....	English law
Selling Restrictions .....	The sale and delivery of Notes, and the distribution of offering material relating to the Notes, are subject to certain restrictions in various jurisdictions as set forth in the Prospectus and these Final Terms.

**Annex A**  
**to the Final Terms Dated October 1, 2015**  
**International Bank for Reconstruction and Development**

Issue of U.S.\$4,171,200 PAF: Emission Reduction Notes (“**PAFERNs**”) due 2016  
under the Global Debt Issuance Facility

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

**THE NOTES**

- |   |  |
|---|--|
| 1. Issuer:  | International Bank for Reconstruction and Development (the “ <b>Bank</b> ”)                                      |
| 2. (i) Series Number:                               | 4451   |
| (ii) Tranche Number:                                | 01   |
| 3. Specified Currency (Condition 1(d)):             | United States Dollars (“ <b>U.S.\$</b> ”)  |
| 4. Aggregate Nominal Amount:                        |  |
| (i) Series:   | U.S.\$4,171,200  |
| (ii) Tranche:                                       | U.S.\$4,171,200  |
| 5. Issue Price:                                     | 12.5 per cent. of the Aggregate Nominal Amount, equal to U.S.\$600 per U.S.\$4,800 Specified Denomination.       |
| 6. Specified Denomination (Condition 1(b)):         | U.S.\$4,800, reflecting U.S.\$4,800 per CER Lot as determined through the competitive auction.                   |
| 7. Issue Date:                                      | October 7, 2015  |
| 8. Maturity Date (Condition 6(a)):                  | November 30, 2016  |
| 9. Interest Basis (Condition 5):                    | None   |
| 10. Redemption/Payment Basis (Condition 6):         | Final Redemption Amount payable on the Maturity Date, provided the Conditions to Final Redemption are satisfied. |
| 11. Change of Interest or Redemption/Payment Basis: | None   |
| 12. Call/Put Options (Condition 6):                 | None   |
| 13. Status of the Notes (Condition 3):              | Unsecured and unsubordinated   |
| 14. Listing:  | None   |
| 15. Method of distribution:                         | Direct sale by the Bank to investors   |

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

- |  |                |
|--|----------------|
| 16. Fixed Rate Note Provisions (Condition 5(a)): | Not Applicable |
|--|----------------|

17. Floating Rate Note Provisions (Condition 5(b)):	Not Applicable
18. Zero Coupon Note Provisions (Condition 5(c)):	Not Applicable
19. Index Linked Interest Note/other variable-linked interest Note Provisions (Condition 5):	Not Applicable
20. Dual Currency Note Provisions (Condition 5(d)):	Not Applicable

**PROVISIONS RELATING TO REDEMPTION**

21. Call Option (Condition 6(d)):	Not Applicable
22. Put Option (Condition 6(e)):	Not Applicable
23. Final Redemption Amount of each Note (Condition 6):	U.S.\$4,800 per Specified Denomination as set by competitive auction, provided the Conditions to Final Redemption are satisfied.

The “**Conditions to Final Redemption**” consist of the “**Noteholder Conditions to Final Redemption**” and the “**External Conditions to Final Redemption**”.

The “**Noteholder Conditions to Final Redemption**” are:

- (i) Delivery to the Global Agent on any Business Day during the Notice Period and in any event before the Deadline, of a valid and complete Final Redemption Notice identifying integral multiples of CER Lots per Specified Denomination, for the First Check and otherwise in the form of Exhibit 2 to this Annex A, with an email copy to each of the Verification Agent and the Bank, and providing Instructions to the Clearing Systems in accordance with Schedule 2 of the Final Redemption Notice;
- (ii) Delivery to the Verification Agent on any Business Day during the Notice Period and in any event before the Deadline, of an EHS Audit Report in respect of each CER Lot per Specified Denomination identified in the Final Redemption Notice delivered for the First Check; and
- (iii) No later than 15 Business Days prior to the Maturity Date, delivery of each CER Lot per Specified Denomination, in accordance with the procedures set out in Exhibit 4 to this Annex A, to the Verification Agent’s CER Account of all CER Lots per Specified Denomination that received a favourable determination at the First Check.

The “**External Conditions to Final Redemption**” are:

- (i) No later than 30 Business Days prior to the Maturity Date, the Verification Agent’s (a) performance of the First Check to determine, in its sole discretion, how

many, if any, of the CER Lots per Specified Denomination identified in the Final Redemption Notice are made up of 100% Qualifying CERs and (b) sending of a confirmation to the Noteholder; and

- (ii) No later than 10 Business Days prior to the Maturity Date, the Verification Agent's (a) performance of the Second Check to determine, in its sole discretion, how many, if any, CER Lots that passed the First Check and have been delivered to the Verification Agent's CER Account (see item 29 below) are made up of 100 % Qualifying CERs and (b) sending of a confirmation to the Global Agent, the Calculation Agent and the Bank.

Delivery of a Final Redemption Notice is irrevocable.

Each Condition to Final Redemption is subject to the timeline, mechanics and procedures, as applicable, set out in the Exhibits to this Annex A.

CER Lots that are determined not to contain 100% Qualifying CERs at either the First Check or the Second Check (including, for the avoidance of doubt, those Qualifying CERs that do not constitute a full CER Lot) will be rejected by the Verification Agent and CERs as to which the Verification Agent fails to make a determination within the required timeframe at either Check will be deemed rejected, and in either case Noteholders will not be able to identify or deliver other CER Lots or resubmit a Final Redemption Notice with respect to the same Notes. Neither the Bank nor the Noteholders will have any recourse against the Verification Agent, and Noteholders will have no recourse against the Bank, for the Verification Agent's determinations or failure to make determinations within the required timeframes.

Upon notification by the Verification Agent to the Global Agent, the Calculation Agent and the Bank that the Conditions to Final Redemption are satisfied:

- (i) The Calculation Agent will calculate the relevant payment of Final Redemption Amounts due to a Noteholder;
- (ii) The Paying Agent will make payment of relevant Final Redemption Amounts;
- (iii) Such cash amounts will be deposited by or on behalf of the Bank with the Clearing Systems on the Maturity Date; and
- (iv) On receipt of such cash amounts, the Bank expects that the Clearing Systems will make payments promptly to the accounts in the Clearing Systems of the relevant Noteholders in accordance with their usual procedures.

For the avoidance of doubt, the Paying Agent's obligation to make payment is conditional on receipt from the Verification

Agent of notification that the Conditions to Final Redemption are satisfied.

“**Business Day**” means any day (other than a 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 The City of New York and London.

“**CER Lot**” means blocks of 2,000 CERs in respect of which each CER is from the same Monitoring Period and CDM Project or CDM POA.

“**Deadline**” means 5:00 p.m. (GMT) on the last Business Day during the Notice Period.

“**Final Redemption Right**” means a right to redeem Notes in accordance with these Final Terms.

“**Notice Period**” means a maximum of 60 and a minimum of 40 Business Days prior to the Maturity Date (without prejudice to the foregoing, those dates are currently expected to be September 1, 2016 to September 30, 2016, inclusive).

“**Qualifying CER**” means a CER that is (i) identified in a Final Redemption Notice as part of a CER Lot and (ii) determined by the Verification Agent to satisfy the Eligibility Criteria.

24. Early Redemption Amount of each Note (Condition 6(c)):

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

None. The only amount payable is the Final Redemption Amount, if any. See item 23 above.

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

25. Form of Notes (Condition 1(a)): Registered Notes:  
Global Registered Certificate available on Issue Date
26. New Global Note: No
27. Financial Centre(s) or other special provisions relating to payment dates (Condition 7(h)): New York and London
28. Governing law of the Notes (Condition 14): English law
29. Other final terms: The “closed period” for purposes of Condition 2(g) begins 5 Business Days prior to the end of the Notice Period, such that transfers of the Notes will not be permitted at any time after 45 Business Days prior to the Maturity Date (without prejudice to the foregoing, that date is currently expected to

be September 23, 2016).

The Bank will give not less than 5 nor more than 20 Business Days' notice to the Noteholders of the commencement of the Notice Period. For the avoidance of doubt, the Bank's delivery of this notice is for the convenience of Noteholders only and the Notice Period will apply notwithstanding any failure of the Bank to deliver such notice.

Verification Agent CER Account (the "**Verification Agent's CER Account**"): Account Number: CH-100-2115-0;  
Account Name: KPC

#### **DISTRIBUTION**

- |  |                |
|--|----------------|
| 30. (i) If syndicated, names of Managers and underwriting commitments: | Not Applicable |
| (ii) Stabilizing Manager(s) (if any):                                  | Not Applicable |
| 31. If non-syndicated, name of Dealer:                                 | Not Applicable |
| 32. Total commission and concession:                                   | Not Applicable |
| 33. Additional selling restrictions:                                   | Not Applicable |

#### **OPERATIONAL INFORMATION**

- |   |                               |
|---|-------------------------------|
| 34. ISIN Code:  | XS1261664350                  |
| 35. Common Code:  | 126166435                     |
| 36. CUSIP:  | Not Applicable                |
| 37. CINS:   | Not Applicable                |
| 38. Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking, <i>société anonyme</i> and The Depository Trust Company and the relevant identification number(s): | Not Applicable                |
| 39. Calculation Agent   | Citibank, N.A., London Branch |
| 40. Delivery:   | Delivery free of payment      |
| 41. Registrar and Transfer Agent (if any):  | Citibank, N.A., London Branch |
| 42. 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 17, 2015.

**RESPONSIBILITY**

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

Signed on behalf of IBRD:

By: \_\_\_\_\_

Name:

Title:

Duly authorized

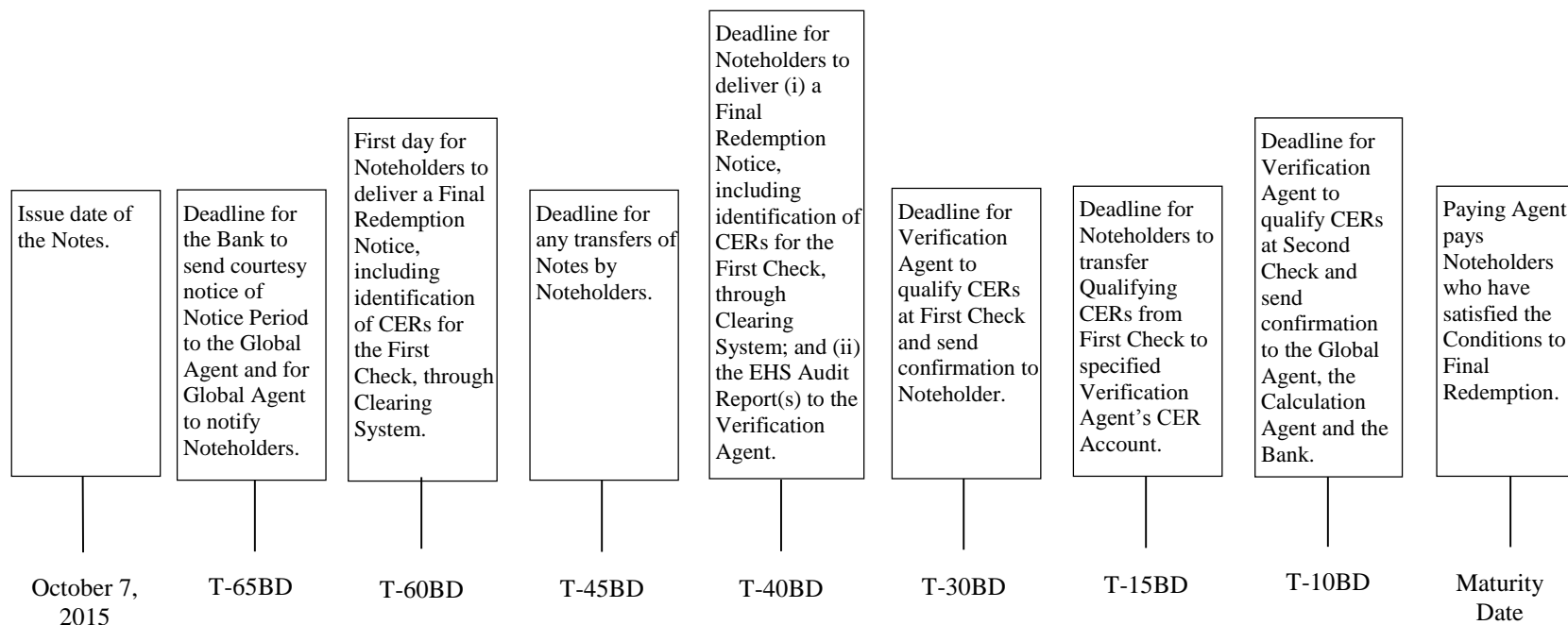


**Exhibit 1 to Annex A**

**to the Final Terms dated October 1, 2015**

**Timeline for Identification and Delivery of Notes and Qualifying CERs for Redemption**

The following sets out the timetable for the Notes redemption process, where T = the Maturity Date of the Notes:



**Exhibit 2 to Annex A**  
**to the Final Terms dated October 1, 2015**  
**Eligibility Criteria**

**1. To be eligible to exercise the Final Redemption Right on the Maturity Date, an emission reduction (“ER”) must:**

(a) be a Certified Emission Reduction (“**CER**”) generated in respect of a Clean Development Mechanism (“**CDM**”) project activity (“**CDM Project**”) or CDM Programme of Activity (“**CDM POA**”), as each is defined in the United Nations Framework Convention on Climate Change (“**UNFCCC**”) Glossary of Clean Development Mechanism terms, version 7.0, that uses one or more of the methodologies listed under the “Methodologies”, below and may, for the avoidance of doubt, be part of a POA which includes CPAs using methodologies other than those in the methodologies listed under the “Methodologies”, below, so long as at least one of the Methodologies is listed below;

(b) have been generated by a CDM Project or CDM POA that has a host country listed under “Host Countries,” below. In cases of multi-country Programmes of Activities, all host countries must be listed under “Host Countries”, below;

(c) have been generated by a CDM Project or CDM POA that has received an environmental, health & safety, social and integrity (“**EHS**”) audit report (an “**EHS Audit Report**”)<sup>1</sup> indicating that it has achieved an unqualified “pass”. This report must be prepared by one of the Designated Operational Entities accredited by the CDM in accordance with Paragraph 20 of the CDM Modalities and Procedures (“**DOE**”), this accreditation being in effect during the assessment of the EHS Criteria specified below and up to and including the date of the EHS Audit Report. The EHS Audit Report must be completed based on up to date information no more than 608 days prior to the Maturity Date. A CDM Project or CDM POA will only be eligible to receive a “pass” result if the DOE, referring to relevant supporting evidence and/or written reasons for coming to this conclusion, has provided an unqualified opinion that each of the EHS Criteria has either been satisfied or is not applicable. A failure to satisfy any of the EHS Criteria written in italics will automatically trigger a “fail” result. A failure to satisfy any of the non-italicized EHS Criteria will also trigger a “fail” result unless the DOE determines that such failure to satisfy the specific EHS Criteria is not Material. An issue will be deemed “**Material**” in this context if the issue could result in: (i) risk to the lives, to the health or safety of workers and affected communities or the integrity of the local environment (eg. ground or surface water quality, habitat quality); (ii) harming the reputation of the CDM Project or CDM POA or an affiliate or shareholder of an Operator, lender or other finance provider in respect of the CDM Project or CDM POA; (iii) causing adverse media attention and/or (iv) being the subject of claims, proceedings, or fines;

(d) have been issued on or after the Auction Date until September 30, 2016, where the date of issuance is the date when the Executive Board of the CDM instructed the CDM registry administrator to issue a specified quantity of CERs for the CDM Project or CDM POA into the pending account of the Executive Board in the CDM registry, in accordance with paragraph 66 and Appendix D of the CDM Modalities and Procedures;

(e) have been issued in respect of a CDM Project or CDM POA with a monitoring period as denoted in the Monitoring Report Form that commenced on or after September 15, 2014 (the “**Monitoring Period**”); and

(f) in respect of each CER Lot identified in a Final Redemption Notice of which it is a part, be generated by a single CDM Project or CDM POA, in respect of the same Monitoring Period.

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<sup>1</sup> A template EHS Audit Report, the stakeholder meeting guidance note and a template for operator representation are available on the PAF website.

## 2. Methodologies

AM0002, AM0003, AM0006, AM0010, AM0011, AM0013, AM0016, AM0022, AM0025, AM0057, AM0069, AM0073, AM0080, AM0083, AM0093, AM0112, ACM0001, ACM0010, ACM0014, ACM0022, ACM0024, AMS-III.D., AMS-III.E, AMS-III.F., AMS-III.G, AMS-III.H, AMS-III.I., AMS-III.L, AMS-III.O, AMS-III.R, AMS-III.Y., AMS-III.AF., AMS-III.AO, AMS-III.AU, AMS-III.AX

## 3. Host Countries

Afghanistan	Egypt	Malawi	Serbia
Albania	El Salvador	Malaysia	Seychelles
Algeria	Equatorial Guinea	Maldives	Sierra Leone
Angola	Eritrea	Mali	Solomon Islands
Antigua and Barbuda	Ethiopia	Marshall Islands	Somalia
Argentina	Fiji	Mauritania	South Africa
Armenia	Gabon	Mauritius	South Sudan
Azerbaijan	Gambia, The	Mexico	Sri Lanka
Bangladesh	Georgia	Micronesia	Sudan
Belize	Ghana	Moldova	Suriname
Benin	Grenada	Mongolia	Swaziland
Bhutan	Guatemala	Montenegro	Syria
Bolivia	Guinea	Morocco	Tajikistan
Bosnia and Herzegovina	Guinea-Bissau	Mozambique	Tanzania
Botswana	Guyana	Myanmar	Thailand
Brazil	Haiti	Namibia	Timor-Leste
Burkina Faso	Honduras	Nepal	Togo
Burundi	India	Nicaragua	Tonga
Cambodia	Indonesia	Niger	Trinidad and Tobago
Cameroon	Iran	Nigeria	Tunisia
Cape Verde	Iraq	Pakistan	Turkmenistan
Central African Republic	Jamaica	Palau	Tuvalu
Chad	Jordan	Panama	Uganda
Chile	Kazakhstan	Papua New Guinea	Uruguay
Colombia	Kenya	Paraguay	Uzbekistan
Comoros	Kiribati	Peru	Vanuatu
Congo, Dem Rep of	Kyrgyzstan	Philippines	Venezuela
Congo, Rep of	Laos	Rwanda	Vietnam
Costa Rica	Lebanon	Saint Kitts and Nevis	Yemen
Côte d'Ivoire	Lesotho	Saint Lucia	Zambia
Djibouti	Liberia	Saint Vincent and the Grenadines	Zimbabwe
Dominica	Libya	Samoa	
Dominican Republic	Macedonia	São Tomé and Príncipe	
Ecuador	Madagascar	Senegal	

#### 4. EHS Criteria

##### (i) CDM Projects at Existing<sup>2</sup> Landfill Waste Project Sites: EHS Criteria

###### PS 1: Assessment & Management of Environmental and Social Risks and Impacts

- Landfill site and CDM Project each possess the required necessary environmental, health & safety and social (EHS) permits and are in compliance with EHS permit conditions, based on monitoring and reporting documentation and landfill/CDM Operator representations.
- No social unrest or negative campaign by affected communities<sup>3</sup> or NGOs involving either the landfill site or the CDM Project in relation to the lives or health & safety of workers and affected communities and the integrity of the local environment in the past 12 months, based on an electronic media review, outcomes of a meeting with directly affected communities, and Operator representations.

###### PS 2: Labor & Working Conditions

- *No child labor (i.e. hazardous or potentially harmful work involving persons under the age of 15 yrs, or 18 yrs for hazardous work) or forced labor (where work is not undertaken voluntarily, or is undertaken under threat of penalty) involved in landfill or CDM Project site-related works.*
- Effective measures in place to protect landfill project and CDM workers from key safety risks<sup>4</sup>, including provision of adequate personal protective equipment. Safety measures on the CDM Project to include proper ventilation of confined spaces used by workers, use of flame arrestors under the gas flare and proper flare placement to prevent fires and (at large sites), gas leak monitoring during start-up.

###### PS 3: Resource Efficiency and Pollution Prevention

- Hazardous waste segregated and managed at the landfill site in such a way as to prevent harm to employees, neighboring communities, soil, surface and groundwater sources.
- Leachate is being managed in such a way as to minimize or eliminate leachate from entering surface and sub-surface water sources through physical measures, e.g. good waste cover practices, use of liners, leachate collection & or treatment systems, storm water management, and regular monitoring and testing programs.
- Air emissions from the landfill site and CDM Project are being controlled through the installation and operation of a landfill gas (LFG) collection and destruction system. This system is being maintained and operated in such a way as to maximize LFG extraction and destruction and minimize fugitive air emissions, in compliance with local regulations.

###### PS 4: Community Health, Safety and Security

- Measures in place to prevent uncontrolled public/livestock access to the landfill and CDM Project sites.
- Where waste scavengers are present at the landfill site, no children or domestic animals permitted/present in potentially hazardous areas; scavengers' access and activities managed such that key risks (as listed in footnote 3) to their health and safety are minimized.
- *Protection against fire/explosion from gas collection, transport and usage in place at the CDM Project, as appropriate to CDM Project characteristics.*

###### PS 5: Land Acquisition & Involuntary Resettlement

- *No forcible displacement of scavengers from salvage sites for the purposes of establishing the CDM Project.*

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<sup>2</sup> The host site must have been built and/or operational prior to the Auction Date.

<sup>3</sup> Groups of people within affected communities with sustained and active grievances (not individual claims or protests)

<sup>4</sup> For example: collisions with mobile equipment, collapse of unstable piles, fires, explosions, exposure to sharps, chemical burns, smoke, bio-aerosols and infectious agents.

- No notable reputational risk associated with legacy (historic) impacts of the landfill or CDM Projects, on land acquisition or involuntary resettlement of people, based on an electronic media review, outcomes of a meeting with directly affected communities, and Operator representations.

PS 6: Biodiversity Conservation & Sustainable Management of Living Natural Resources

- *No ongoing adverse impacts from the landfill or CDM Project on recognized protected (conservation) areas, sensitive habitats or vulnerable or endangered species, based on the project EIA, third party EHS audit(s), environmental permitting documentation or similar; outcomes of a meeting with directly affected communities; and Operator representations.*
- No notable reputational risk associated with legacy impacts of the landfill or CDM Projects on recognized protected (conservation) areas, sensitive habitats or vulnerable / endangered species, based on an electronic media review, outcomes of a meeting with directly affected communities, and Operator representations.

PS 7: Indigenous Peoples

- *No ongoing adverse impacts from the landfill site or CDM Project on recognized communities of Indigenous Peoples<sup>5</sup> (IPs, if any are present) or IP customary lands, based on outcomes of a meeting with directly affected communities and review of CDM Project documentation, i.e. EIA, third party audit(s) and/or environmental permitting documentation.*
- No notable reputational risk associated with legacy impacts of the landfill site or CDM Project on recognized communities of IPs or IP customary lands, based on an electronic media review, outcomes of a meeting with directly affected communities and Operator representations.

PS 8: Cultural Heritage

- *No ongoing adverse impacts from the landfill or CDM Project on key cultural heritage features as identified in the CDM Project EIA, third party EHS audit(s), environmental permitting documentation, outcomes of a meeting with directly affected communities, and Operator representations.*
- No notable reputational risk associated with legacy impacts of the landfill or CDM sites on key cultural heritage features, based on an electronic media review, outcomes of a meeting with directly affected communities and Operator representations.

Integrity Criteria

- CDM Project Participant does not appear on either the Consolidated United Nations Security Council Sanctions List or The World Bank Listing of Ineligible Firms & Individuals as of the date of the independent inspection report.

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<sup>5</sup> As defined in IFC Performance Standard 7.

## **(ii) CDM Projects at Existing<sup>6</sup> Waste Water Treatment Facility Project Sites: EHS Criteria**

### PS 1: Assessment & Management of Environmental and Social Risks and Impacts

- WWTP site and CDM Project each possess the required environmental, health & safety & social (EHS) permits and are in compliance with EHS permit conditions, based on monitoring and reporting documentation and landfill/CDM Operator representations.
- No social unrest or negative campaign by affected communities<sup>7</sup> or NGOs involving either the WWTP site or CDM Project in relation to the lives or health & safety of workers and affected communities and the integrity of the local environment in the past 12 months, based on an electronic media review, outcomes of a meeting with directly affected communities, and Operator representations.

### PS 2: Labor & Working Conditions

- *No child labor (i.e. involving persons under the age of 15 yrs, or 18 yrs for hazardous work) or forced labor (where work is not undertaken voluntarily, or is undertaken under threat of penalty) involved in WWTP or CDM Project site-related works.*
- Effective measures in place to protect WWTP and CDM project workers from key safety risks<sup>8</sup>, including provision of appropriate personal protective equipment. Safety measures on the CDM Project to include proper ventilation of confined spaces used by workers, use of flame arrestors under the gas flare and proper flare placement to prevent fires and (at large sites), gas leak monitoring during start-up.

### PS 3: Resource Efficiency and Pollution Prevention

- Hazardous chemicals used on WWTP site such as chlorine, sodium and calcium hypochlorite, and ammonia, properly stored and clearly labelled (indicating contents, warnings and intended uses); spill prevention and treatment procedures in place in case of a workplace accident.
- No disposal of untreated or partially treated wastewater from WWTP, unless clearly specified in environmental permit conditions (e.g. releases authorized under emergency conditions).
- Treated WWTP effluent from the WWTP and CDM Project sites controlled through use of appropriate technology and monitored at least annually to ensure compliance with applicable effluent quality limits.

### PS 4: Community Health, Safety and Security

- Measures in place to prevent uncontrolled public/livestock access to the WWTP and CDM Project sites.
- Emergency preparedness plan, procedure or similar in place to deal with possible hazardous materials spillages outside of the CDM Project boundary (e.g. chlorine spills during transport, untreated wastewater/sewage release) from WWTP activities.

### PS 5: Land Acquisition & Involuntary Resettlement

- No notable reputational risk associated with legacy (historic) impacts of the WWTP or CDM Projects on land acquisition or involuntary resettlement of people, based on an electronic media review, outcomes of a meeting with directly affected communities, and Operator representations.

### PS 6: Biodiversity Conservation & Sustainable Management of Living Natural Resources

- *No ongoing adverse impacts from the WWTP or CDM Project on recognized protected (conservation) areas, sensitive habitats or vulnerable or endangered species, based on the project EIA, third party EHS audit(s), environmental permitting documentation or similar; outcomes of a meeting with directly affected communities; and Operator representations.*

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<sup>6</sup> The host site must have been built and/or operational prior to the Auction Date.

<sup>7</sup> Groups of people within affected communities with sustained and active grievances (not individual claims or protests)

<sup>8</sup> E.g.: Drowning, chemical burns, work at height, exposure to asphyxiates, pathogens and hazardous spills, noise.

- No notable reputational risk associated with legacy impacts of the WWTP or CDM sites on recognized protected (conservation) areas, sensitive habitats or vulnerable / endangered species, based on an electronic media review, outcomes of a meeting with directly affected communities, and Operator representations.
- *No palm oil related waste material is processed or otherwise utilized at the WWTP site or CDM Project.*

PS 7: Indigenous Peoples

- *No ongoing adverse impacts from the WWTP or CDM Project on recognized communities of Indigenous Peoples<sup>9</sup> (IPs, if any are present) or IP customary lands, based on outcomes of a meeting with directly affected communities and review of CDM project documentation, i.e. EIA, third party audit(s) and/or environmental permitting documentation.*
- No notable reputational risk associated with legacy impacts of the WWTP or CDM sites on recognized communities of IPs or IP customary lands, based on an electronic media review, outcomes of a meeting with directly affected communities and Operator representations.

PS 8: Cultural Heritage

- *No ongoing adverse impacts from the WWTP or CDM Project on key cultural heritage features as identified in the CDM project EIA, third party EHS audit(s), environmental permitting documentation or similar, outcomes of a meeting with directly affected communities, and Operator representations.*
- No notable reputational risk associated with legacy impacts of the WWTP site or CDM Project on key cultural heritage features, based on an electronic media review, outcomes of a meeting with directly affected communities and Operator representations.

Integrity Criteria

- CDM Project Participant does not appear on either the Consolidated United Nations Security Council Sanctions List or The World Bank Listing of Ineligible Firms & Individuals as of the date of the independent inspection report.

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<sup>9</sup> As defined in IFC Performance Standard 7.

### **(iii) CDM Projects at Existing<sup>10</sup> Composting and Agricultural Waste Project Sites: EHS Criteria**

#### PS 1: Assessment & Management of Environmental and Social Risks and Impacts

- Host site and CDM Project each possess the required necessary environmental, health & safety and social (EHS) permits and are in compliance with EHS permit condition, based on monitoring and reporting documentation and site/CDM project Operator representations.
- No social unrest or negative campaign by affected communities<sup>11</sup> or NGOs involving either the host site or the CDM Project in relation to the lives or health & safety of workers and affected communities and the integrity of the local environment in the past 12 months, based on an electronic media review, outcomes of a meeting with directly affected communities, and Operator representations.

#### PS 2: Labor & Working Conditions

- *No child labor (i.e. involving persons under the age of 15 yrs, or 18 yrs for hazardous work) or forced labor (where work is not undertaken voluntarily, or is undertaken under threat of penalty) involved in the host or CDM Project site-related works.*
- Effective measures in place to protect CDM project workers and others exposed to safety risks<sup>12</sup>, including provision of appropriate personal protective equipment. Safety measures on the CDM Project to include proper ventilation of confined spaces used by workers, use of flame arrestors under the gas flare and proper flare placement to prevent fires and (at large sites), gas leak monitoring during start-up.

#### PS 3: Resource Efficiency and Pollution Prevention

- Waste material at host site properly stored so as to minimize effluents and impact of strong odors on nearby communities.
- Air emissions from the host site and CDM Project controlled through use of appropriate technology and monitored at least annually to ensure compliance with applicable air emissions limits.
- Host site and CDM Project effluent evaluated and, where necessary, treated prior to disposal in line with applicable effluent quality limits.

#### PS 4: Community Health, Safety and Security

- Measures in place to prevent uncontrolled public/livestock access to the host site and CDM Project sites.

#### PS 5: Land Acquisition & Involuntary Resettlement

- No notable reputational risk associated with legacy (historic) impacts of the host site or CDM Projects on land acquisition or involuntary resettlement of people, based on an electronic media review, outcomes of a meeting with directly affected communities, and Operator representations.

#### PS 6: Biodiversity Conservation & Sustainable Management of Living Natural Resources

- *No ongoing adverse impacts from the host site or CDM Project on recognized protected (conservation) areas, sensitive habitats or vulnerable or endangered species, based on the project EIA, third party EHS audit(s), environmental permitting documentation or similar; outcomes of a meeting with directly affected communities; and Operator representations.*
- *No palm oil related waste material is processed or otherwise utilized at the host or CDM site.*
- No notable reputational risk associated with legacy impacts of the host site or CDM sites on recognized protected (conservation) areas, sensitive habitats or vulnerable / endangered species, based on an

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<sup>10</sup> The host site must have been built and/or operational prior to the Auction Date.

<sup>11</sup> Groups of people within affected communities with sustained and active grievances (not individual claims or protests)

<sup>12</sup> For example: exposure to pathogens, asphyxiation risks, exposure to hazardous materials.



electronic media review, outcomes of a meeting with directly affected communities, and Operator representations.

#### PS 7: Indigenous Peoples

- *No ongoing adverse impacts from the host site or CDM Project on recognized communities of Indigenous Peoples<sup>13</sup> (IPs, if any are present) or IP customary lands, based on outcomes of a meeting with directly affected communities and review of CDM Project documentation, i.e. EIA, third party audit(s) and/or environmental permitting documentation.*
- No notable reputational risk associated with legacy impacts of the host site or CDM sites on recognized communities of IPs or IP customary lands, based on an electronic media review, outcomes of a meeting with directly affected communities and Operator representations.

#### PS 8: Cultural Heritage

- *No ongoing adverse impacts from the host site or CDM Project on key cultural heritage features as identified in the Project EIA, third party EHS audit(s), environmental permitting documentation or similar, outcomes of a meeting with directly affected communities, and Operator representations.*
- No notable reputational risk associated with legacy impacts of the host site or CDM sites on key cultural heritage features, based on an electronic media review, outcomes of a meeting with directly affected communities and Operator representations.

#### Integrity Criteria

- CDM Project Participant does not appear on either the Consolidated United Nations Security Council Sanctions List or The World Bank Listing of Ineligible Firms & Individuals as of the date of the independent inspection report.

#### **Defined Terms**

Any defined term within this Exhibit 2 to Annex A to the Final Terms dated October 1, 2015 (the “**EHS Criteria**”) shall have the same meaning as set out in such Final Terms, unless otherwise defined herein.

“**CDM POA**” means a CDM Program of Activities.

“**CDM Project Activity**” or “**CPA**” means each of the single project activities forming a CDM POA.

“**EHS Audit Report**” means the report undertaken by an accredited DOE to assess a CDM Project or Program of Activities’ satisfaction of the EHS Criteria the form of which can be viewed on the IBRD website here:

<http://www.pilotauctionfacility.org/sites/paf/files/pictures/Auction%20one%20Eligibility%20Criteria.pdf#page=13>.

“**EIA**” means an Environmental Impact Assessment.

“**Operator**” means any operator of either the host site of the CDM Project or the CDM Project, or the CPA.

“**Related Entities**” means in relation to the relevant site or CDM Project, an affiliate or shareholder of an Operator, lender or other finance provider in respect of the CDM Project.

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<sup>13</sup> As defined in IFC Performance Standard 7.

**Exhibit 3 to Annex A**  
**to the Final Terms dated October 1, 2015**  
**Form of Final Redemption Notice**

International Bank for Reconstruction and Development  
U.S.\$4,171,200  
PAFERNs due 2016  
ISIN: XS1261664350; Common Code: 126166435  
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: *[insert nominee name]*

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), and by providing Instructions through the clearing systems (the “Clearing Systems”) in accordance with the procedures set out herein and in the attached Schedule 2, 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 and confirms that it has instructed the Clearing Systems to block the Notes referred to below in its account in accordance with the applicable clearing system’s procedures. Capitalized terms used in this Final Redemption Notice and not otherwise defined herein have the respective meanings ascribed thereto in the attached Schedule 2. Capitalized terms used in this Final Redemption Notice and the attached Schedule 2 and not otherwise defined herein or therein have the respective meanings ascribed thereto in the Final Terms (the “Final Terms”) dated October 1, 2015 applicable to the Notes.

**Notes and corresponding CERs**

This Final Redemption Notice relates to Notes in the aggregate principal amount of U.S.\$[●] corresponding to (a) [●]<sup>14</sup> integral multiples of CER Lots and (b) [●]<sup>15</sup> Notes each of the Specified Denomination.

The Notes are credited to the following securities account(s) of the direct account holder with the \_\_\_\_\_ Clearing Systems (“Account Holder”):

Clearing System Blocking Reference<sup>16</sup>: *[insert blocking reference obtained from the Clearing Systems on blocking of Notes]*

Unique Identification Number<sup>17</sup>: *[Account Holder Name/CER serial number]*

<sup>14</sup> For example, 5 integral multiples or 10,000 CERs.

<sup>15</sup> In this example, 5 integral multiples of 2,000 CERs will correspond to 5 Notes each of the Specified Denomination.

<sup>16</sup> Noteholder: Clearing System Blocking Reference to be obtained from relevant Account Holder/custodian.

<sup>17</sup> Account Holder: Insert here the Account Holder name followed by the first serial number of the first CER Lot appearing in Schedule 1 to the Final Redemption Notice.

The CERs to which this Final Redemption Notice relates are identified by CER Lots in Schedule 1 to this Final Redemption Notice. **An Account Holder should not aggregate the positions of multiple Beneficial Owners (as defined in Schedule 2) but should instead submit its electronic instructions individually in respect of each Beneficial Owner for which it acts.**

Each CDM Project or CDM Programme of Activity in respect of which the CERs 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. *[insert Version No.]* on *[insert date of report issuance]* by *[insert DOE name]*. **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:

**Please make payment in respect of the above-mentioned Notes to the relevant Clearing System account of the Account Holder from which the Notes the subject of this Final Redemption Notice will be debited.**

#### **Disclosure of information**

In order to facilitate the exercise of the Final Redemption Right and payment of the Final Redemption Amount to each person who is the beneficial owner of the relevant Notes (the “**Beneficial Owner**”) on the Maturity Date:

(a) each Beneficial Owner who is an Account Holder by submission of its Instructions authorizes the relevant Clearing System to disclose to the Bank, the Paying Agent, the Global Agent and the Verification Agent and their respective legal advisers, the name of such Account Holder and to disclose the amount of the Notes they hold in respect of such exercise of the Final Redemption Right and payment of the Final Redemption Amount on the Maturity Date;

(b) each Beneficial Owner who is not an Account Holder is requested to arrange, directly or through its broker, dealer, commercial bank, trust company or other nominee, to contact the relevant Account Holder to authorize the relevant Clearing System to disclose to the Bank, the Paying Agent, the Global Agent and the Verification Agent the name of such Beneficial Owner 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

(c) each Beneficial Owner wishing to exercise its Final Redemption Right is required (in addition to providing the Global Agent with this Final Redemption Notice) to return 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 submitting or, in the case of any Beneficial Owner who is not an Account Holder, arranging for the submission of, a valid Instruction to the relevant Clearing System in accordance with the standard procedures of the relevant Clearing System and delivery of a Final Redemption Notice to the Global Agent (with a copy to the Verification Agent and the Bank), the Account Holder and Beneficial Owners 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 relevant Account Holder or Beneficial Owner is unable to give such representations, warranties and undertakings, such relevant Account Holder acting on its own account or on behalf of such Beneficial Owner should contact the Global Agent immediately).

Each of the Beneficial Owner and, as applicable, the Account Holder hereby acknowledges, represents, warrants and undertakes at the Deadline and on the Maturity Date as follows:

(a) The individual signing this Final Redemption Notice is an authorized officer of the Beneficial Owner or, as applicable, the Account Holder, 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.

(b) Each Instruction is made on the terms and conditions set out in this Final Redemption Notice and Schedule 2 hereto.

(c) By delivering its Instructions and by blocking the relevant Notes in the relevant Clearing System, it will be deemed to consent to have such Clearing System provide details concerning its identity and the amount of Notes it holds to the Global Agent and the common depository for the Clearing Systems (and for the Global Agent to provide such details to the Bank and the Verification Agent), and their respective legal advisers.

(d) It has legal title and beneficial ownership to the CERs identified in its Instructions and has not sold, transferred, delivered, assigned, licensed, disposed of, granted or pledged such CERs to any third party.

(e) It has full power and authority to exercise the Final Redemption Right with respect to the Notes and the corresponding CERs identified in its Instructions, which CERs it hereby undertakes to transfer together with all rights attached to such CERs 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.

(f) It will, upon request, execute and deliver any additional documents and/or do such other things deemed by the Bank to be necessary or desirable to complete the transfer and cancellation of such Notes and/or the corresponding CERs or to evidence such power and authority.

(g) It (directly or indirectly) holds and will hold, until the time of redemption or expiration of the Notes on the Maturity Date, the Notes blocked in the relevant Clearing System and, in accordance with the requirements of, and by the deadline required by, such Clearing System, it has submitted, or has caused to be submitted, Instructions to such Clearing System to authorize the blocking of the Notes with effect on and from the date of such submission so that, at any time pending the cancellation of such Notes by the Bank, or to its agent on its behalf, no transfers of such Notes may be effected.

(h) 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 its Instruction 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**

Each Beneficial Owner submitting an Instruction shall be deemed to have agreed to indemnify the Bank, the Paying Agent, 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, such Instructions by such Beneficial Owner.

**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](mailto:capitalmarketops@worldbank.org), Telephone: + 1 202 458 8990) or to the Global Agent (Email: [corporateaction.enquiry@citi.com](mailto: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 CERs for the First Check**

Each separate table below may, but is not required to, identify CER Lots relating to a different single CDM Project or CDM POA in respect of the same Monitoring Period, provided that within each table only a range of at least one integral multiple of CER Lots generated by a single CDM Project or CDM POA in respect of the same Monitoring Period may be identified.

CER Serial Numbers (range of CER Lots <sup>18</sup> ):	Block start: XX-X-XXXXXXX-X-X-XXXX
	Block end: XX-X-XXXXXXX-X-X-XXXX
CDM Project or CDM Programme of Activity Title:	_____
UNFCCC Project Reference Number:	_____
CER Issuance Date:	_____
Monitoring Period: [ <i>Specify start and end date</i> ]:	_____

CER Serial Number (range of CER Lots <sup>19</sup> ):	Block start: XX-X-XXXXXXX-X-X-XXXX
	Block end: XX-X-XXXXXXX-X-X-XXXX
CDM Project or CDM Programme of Activity Title:	_____
UNFCCC Project Reference Number:	_____
CER Issuance Date:	_____
Monitoring Period: [ <i>Specify start and end date</i> ]:	_____

CER Serial Number (range of CER Lots <sup>20</sup> ):	Block start: XX-X-XXXXXXX-X-X-XXXX
	Block end: XX-X-XXXXXXX-X-X-XXXX
CDM Project or CDM Programme of Activity Title:	_____
UNFCCC Project Reference Number:	_____
CER Issuance Date:	_____
Monitoring Period: [ <i>Specify start and end date</i> ]:	_____

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

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<sup>18</sup> Each CER has a unique serial number composed of several identifiers, including the Party-of-origin identifier and the project identifier.

<sup>19</sup> Each CER has a unique serial number composed of several identifiers, including the Party-of-origin identifier and the project identifier.

<sup>20</sup> Each CER has a unique serial number composed of several identifiers, including the Party-of-origin identifier and the project identifier.

## Schedule 2: Clearing System Procedures

The Notes are represented by a Global Certificate in registered form, held by the Common Depository and registered in the name of a nominee (the “**Nominee**”) for the Common Depository, for the Clearing Systems on behalf of the Beneficial Owners.

Legally this means that for the purposes of the Final Terms, only the Nominee (also referred to herein as the “**Registered Holder**”) is considered to be a “Noteholder” and that only the Registered Holder can exercise the Final Redemption Rights of the Notes directly vis-à-vis the Issuer.

Each person (a “**Beneficial Owner**”) who is a Beneficial Owner of a particular principal amount of the relevant Notes will only be able to exercise its respective Final Redemption Rights by providing instructions (“**Instructions**”) via the Clearing Systems who will arrange for its Final Redemption Right to be exercised with respect to the particular principal amount of the relevant Notes of which the Beneficial Owner is the ultimate beneficial owner by or on behalf of the Registered Holder.

Such Instructions must be submitted in accordance with the rules and requirements of the Clearing Systems.

The Beneficial Owner must deliver its Instructions to the Clearing System either directly, if the Beneficial Owner is a direct account holder with the Clearing Systems (an “**Account Holder**”), or indirectly, if the Beneficial Owner holds the Notes through a broker, dealer, commercial bank, custodian, trust company or an Account Holder.

A Beneficial Owner of Notes held through a broker, dealer, commercial bank, custodian, trust company or an Account Holder (“**Intermediaries**”) must provide appropriate instructions to such Intermediary in order to cause its Instructions to be delivered to the Global Agent via the Clearing Systems with respect to such Notes. Only Account Holders may submit Instructions by contacting the Clearing Systems directly. If a Beneficial Owner is not an Account Holder, it must arrange for its Intermediary through which it holds Notes to submit or cause to submit its Instruction to the Clearing System on its behalf. Beneficial Owners of Notes are urged to contact any such Intermediary promptly to ensure timely delivery of such Instructions.

As set forth under the Noteholder Conditions to Final Redemption (see item 23 of Annex A to the Final Terms), the Final Redemption Notice must be submitted by the Noteholder to the Global Agent before 5:00 p.m. (GMT) on the last Business Day during the Notice Period (the “**Deadline**”). For the Beneficial Owners this implies that the Instructions by such Beneficial Owners must be received by the relevant Account Holder and relevant Clearing System in time for them to ensure that such Instructions and confirmation of blockage of the account in respect of the relevant Notes may be further communicated to the Global Agent no later than the Deadline. The relevant Clearing System and any other Intermediaries will have respective deadlines for receipt of Instructions, which will fall prior to the Deadline and must be observed by the Beneficial Owner in order to allow the Intermediaries and Clearing Systems to pass on the Instructions to the Global Agent before the Deadline.

If Instructions are not received from or on behalf of a Beneficial Owner by the Global Agent through the relevant Clearing System before the Deadline, such Beneficial Owner will be deemed to have declined to exercise its Final Redemption Right.

Any Instructions received by the Global Agent after the Deadline will be ineffective. Irrespective of the effectiveness of the exercise of the Final Redemption Right, once blocked, such Notes will remain blocked until the Maturity Date.



**Exhibit 4 to Annex A**  
**to the Final Terms dated October 1, 2015**  
**Procedures for Delivery of Qualifying CERs**

*Noteholders who need assistance with respect to the procedures for delivering their CERs as set out in this section should contact the Verification Agent, the contact details for which are on the last page of these Final Terms.*

**Delivery and Verification of Qualifying CERs**

1. The Verification Agent shall notify a Noteholder by email no later than 30 Business Days prior to the Maturity Date of whether the CERs identified in the Final Redemption Note have passed the First Check and are determined to be Qualifying CERs.
2. As soon as possible after receipt of notice from the Verification Agent that the CERs identified in the Final Redemption Note have passed the First Check, and in any event no later than 15 Business Days prior to the Maturity Date, the Noteholder shall deliver those CERs to the Verification Agent's CER Account by electronic transfer in accordance with the customary practices for delivery of CERs.
3. The Noteholder shall convey and properly transfer to the Verification Agent with full title guarantee, all legal and beneficial right, interest and title in each CER delivered to the Verification Agent, free and clear of all liens, security interests, claims and encumbrances or any interest in or to them by any person.
4. If any CER delivered to the Verification Agent's CER Account by the Noteholder is not a CER described in the Final Redemption Notice, the Verification Agent shall use reasonable endeavours to return each CER Lot containing such CER to the Noteholder's account from which they were originally delivered, the Optional Redemption Amount shall not become payable and the affected Notes shall expire worthless.
5. In the event that the Verification Agent does not receive the CER Lots containing 100% Qualifying CERs at least 15 Business Days prior to the Maturity Date, for any reason, including Force Majeure, the Final Redemption Amount shall not become payable and the affected Notes shall expire worthless.

For these purposes:

**"Force Majeure"** means any unexpected and unpreventable act beyond the control of the Noteholder or Bank which makes delivery to the Verification Agent impossible, including, but not limited to, an act of God, peril of the sea, war, riot, insurrection, civil commotion, martial law, flood, earthquake, epidemic, quarantine and a Registry Failure.

**"Registry Failure"** means a failure of the central registry systems or processes established under generally accepted international rules.

**"Verification Agent's CER Account"** means: Account Number: CH-100-2115-0; Account Name: KPC.

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**

1818 H Street, NW  
Washington, DC 20433

**GLOBAL AGENT, PAYING AGENT, REGISTRAR AND TRANSFER AGENT  
AND CALCULATION AGENT**

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Citigroup Centre  
Canada Square, Canary Wharf  
London E14 5LB  
England

**VERIFICATION AGENT**

**Kommunalkredit Public Consulting GmbH**

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**LEGAL ADVISERS TO THE BANK**

*As to English law*

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