

**Final Terms dated January 24, 2017**

**International Bank for Reconstruction and Development**

**Issue of NZ\$550,000,000 3.375 per cent. Notes due January 25, 2022**

under the  
**Global Debt Issuance Facility**

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

**SUMMARY OF THE NOTES**

- |   |  |
|---|--|
| 1. Issuer:  | International Bank for Reconstruction and Development (“ <b>IBRD</b> ”)  |
| 2. (i) Series Number:                                 | 11566  |
| (ii) Tranche Number:                                  | 1  |
| 3. Specified Currency or Currencies (Condition 1(d)): | New Zealand dollars (“ <b>NZ\$</b> ”)  |
| 4. Aggregate Nominal Amount:                          |  |
| (i) Series:   | NZ\$550,000,000  |
| (ii) Tranche:   | NZ\$550,000,000  |
| 5. (i) Issue Price:                                   | 99.717394 per cent. of the Aggregate Nominal Amount  |
| (ii) Net Proceeds:                                    | NZ\$547,695,390  |
| 6. (i) Specified Denominations (Condition 1(b)):      | Minimum denominations of (a) outside New Zealand, NZ\$1,000 and integral multiples thereof, and (b) within New Zealand, NZ\$100,000 and multiples of NZ\$1,000 thereafter<br>Also see additional selling restrictions in Term 26 below |
| (ii) Calculation Amount (Condition 5(j)):             | NZ\$1,000  |
| 7. Issue Date:  | January 25, 2017   |
| 8. Maturity Date (Condition 6(a)):                    | January 25, 2022   |
| 9. Interest Basis (Condition 5):                      | Fixed Rate<br>(further particulars specified below)  |
| 10. Change of Interest or Redemption/Payment Basis:   | Not Applicable   |
| 11. Call/Put Options (Condition 6):                   | Not Applicable   |
| 12. Redemption/Payment Basis (Condition 6):           | Redemption at par  |
| 13. Status of the Notes (Condition 3):                | Unsecured and unsubordinated   |
| 14. Listing:  | Luxembourg Stock Exchange  |
| 15. Method of distribution:                           | Syndicated   |

#### PROVISIONS RELATING TO INTEREST PAYABLE

- |   |   |
|---|---|
| 16. Fixed Rate Note Provisions (Condition 5(a)):                                      | Applicable  |
| (i) Rate of Interest:   | 3.375 per cent. per annum payable semi-annually in arrear   |
| (ii) Interest Payment Date(s):  | January 25 and July 25 in each year, beginning July 25, 2017, up to and including the Maturity Date, not subject to adjustment in accordance with a Business Day Convention |
| (iii) Interest Period Date(s)   | Each Interest Payment Date  |
| (iv) Business Day Convention  | Not Applicable  |
| (v) Day Count Fraction (Condition 5(l)):  | RBNZ Bond Basis (i.e., one divided by the number of Interest Payment Dates in each 12 month period)   |
| (vi) Other terms relating to the method of calculating interest for Fixed Rate Notes: | Not Applicable  |

#### PROVISIONS RELATING TO REDEMPTION

- |   |   |
|---|---|
| 17. Final Redemption Amount of each Note (Condition 6): | 100 per cent. of the Calculation Amount |
| 18. Early Redemption Amount (Condition 6(c)):           | As set out in the Conditions            |

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

- |   |   |
|---|---|
| 19. Form of Notes (Condition 1(a)):   | Registered Notes<br><br>The holders of the Notes are entitled to the benefit of, and are bound by and are deemed to have notice of, the provisions of the deed poll executed by IBRD on July 24, 2007 ("Deed Poll") constituting the Notes and to which these Final Terms are attached. These Final Terms are a Pricing Supplement (as defined in the Deed Poll) for the purposes of the Deed Poll. The Notes will be Registered Notes for the purposes of the Terms and Conditions (as defined in the Deed Poll). A copy of the Deed Poll may be inspected, without charge, at the offices of the Registrar. The Registrar will hold the original Deed Poll. |
| 20. New Global Note:  | No  |
| 21. Financial Centre(s) or other special provisions relating to payment dates (Condition 7(h)): | Auckland and Wellington   |
| 22. Governing law (Condition 14):   | New Zealand   |
| 23. Other final terms:  | See the Appendix attached for additional Terms governing the Notes  |

#### DISTRIBUTION

- |  |  |
|--|--|
| 24. If syndicated, names of Managers and underwriting commitments: | ANZ Bank New Zealand Limited NZ\$183,333,333<br>Bank of New Zealand NZ\$183,333,334<br>The Toronto-Dominion Bank NZ\$183,333,333 |
| 25. Total commission and concession:                               | NZ\$750,277  |
| 26. Additional selling restrictions:                               | New Zealand  |

The Notes shall not be offered for sale or subscription in New Zealand in breach of the Financial Markets Conduct Act 2013 (the “N.Z. FMC Act”). IBRD does not intend that the Notes be offered for sale or subscription in New Zealand as a “regulated offer” under the N.Z. FMC Act. Accordingly, but without limitation, Notes may only be offered or transferred:

- (a) to persons who are “wholesale investors” within the meaning of clause 3(2) of Schedule 1 of the N.Z. FMC Act; or
- (b) to persons in other circumstances where there is no contravention of the N.Z. FMC Act,

(provided that the Notes may not be offered (or transferred) to any person that is a “wholesale investor” under the N.Z. FMC Act solely because that person meets the “investment activity criteria” specified in clause 38 of Schedule 1 of the N.Z. FMC Act or that person is an “eligible investor” within the meaning of clause 3(3)(a) of Schedule 1 of the N.Z. FMC Act).

In addition, each Manager has agreed that it will not distribute the Prospectus, the Standard Provisions, any final terms, any other offering memorandum or document or any advertisement in relation to any offer of the Notes in New Zealand other than:

- (a) to persons who are “wholesale investors” within the meaning of clause 3(2) of Schedule 1 of the N.Z. FMC Act; or
- (b) to persons in other circumstances where there is no contravention of the N.Z. FMC Act,

(provided that the Notes may not be offered (or transferred) to any person that is a “wholesale investor” under the N.Z. FMC Act solely because that person meets the “investment activity criteria” specified in clause 38 of Schedule 1 of the N.Z. FMC Act or that person is an “eligible investor” within the meaning of clause 3(3)(a) of Schedule 1 of the N.Z. FMC Act).

#### OPERATIONAL INFORMATION

27. ISIN Code:

NZIBDDT011C8

28. Common Code:

149865616

29. Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking, *société anonyme* and The Depository Trust Company and the relevant identification number(s):

The Issuer has received approval from the Reserve Bank of New Zealand (“RBNZ”) for the Notes to be traded on the settlement system operated by RBNZ (“NZClear System”). Such approval by RBNZ is not a recommendation or endorsement by RBNZ of the Notes.

Notes may only be held through the NZClear System. However, on admission to the NZClear System, interests in the Notes may also be held through Euroclear Bank S.A./N.V. as operator of the Euroclear System (“Euroclear”) or Clearstream Banking, *société anonyme*

("Clearstream, Luxembourg"). In these circumstances, entitlements in respect of holdings of interests in the Notes in Euroclear or Clearstream Luxembourg would be held in the NZClear System by the nominee for the relevant clearance system.

The rights of a holder of interests in Notes held through Euroclear, Clearstream, Luxembourg or the NZClear System are subject to the respective rules and regulations for accountholders of Euroclear, Clearstream, Luxembourg, or the NZClear System, as the case may be.

- |  |   |
|--|---|
| 30. Delivery:                              | Delivery versus Payment   |
| 31. Registrar and Transfer Agent (if any): | Computershare Investor Services Limited<br>Level 2, 159 Hurstmere Road<br>Takapuna<br>Auckland 0622<br>Private Bag 92119<br>Auckland 1142 |

#### **GENERAL INFORMATION**

IBRD's most recent Information Statement was issued on September 22, 2016.

#### **LISTING APPLICATION**

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

#### ***New Zealand Taxation***

The following is a summary of the New Zealand withholding tax treatment at the date of these Final Terms of payments of principal and interest on the Notes. This summary addresses the New Zealand withholding tax treatment of Noteholders. It does not address all New Zealand tax issues (including income tax issues) which may be relevant to Noteholders.

Prospective Noteholders (including prospective holders of a beneficial interest in a Note) should seek independent advice on the New Zealand tax implications applicable to them.

Under New Zealand laws currently in effect:

- 1 IBRD enjoys certain exemptions from New Zealand tax under the International Finance Agreements Act 1961 and the Income Tax Act 2007. IBRD is exempt from the requirement to deduct non-resident withholding tax from interest paid in respect of the Notes where the beneficial owner of the Note is a non-resident of New Zealand and is not engaged in business in New Zealand through a fixed establishment in New Zealand.

IBRD is also exempt from the requirement to deduct resident withholding tax ("RWT") from interest paid in respect of a Note to a New Zealand resident beneficial owner (or a non-resident beneficial owner engaged in business in New Zealand through a fixed establishment in New Zealand). However, it is possible that the Registrar or a person holding a Note for such a beneficial owner will have an obligation to deduct RWT from such payments unless the beneficial owner has a valid certificate of exemption from RWT and has submitted a copy of that certificate to such person.

- 2 Neither the issue nor receipt of a Note will give rise to any goods and services tax liability in New Zealand.

3 New Zealand does not have a stamp duty regime.

#### **RESPONSIBILITY**

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

Signed on behalf of IBRD.

By: .....

Name:

Title:

Duly authorized

## APPENDIX TO FINAL TERMS

*This is an Appendix to the Final Terms dated January 24, 2017 relating to the issue of NZ\$550,000,000 3.375 per cent. Notes due January 25, 2022 by the International Bank for Reconstruction and Development and the following provisions amend, supplement, vary and/or substitute the terms and conditions applicable to the Notes set out in the Prospectus dated May 28, 2008 incorporated in these Final Terms (the "Conditions").*

### 1 Condition 1

#### ***Form, Denomination, Title and Specified Currency***

- 1.1 The Notes are debt obligations of IBRD owing under the Deed Poll and take the form of entries in the Register. Each entry in the Register constitutes a separate and individual acknowledgment to the relevant Noteholder of the indebtedness of IBRD to the relevant Noteholder.
- 1.2 No certificate or other evidence of title will be issued by or on behalf of IBRD to evidence title to a Note unless IBRD determines that evidence should be made available or it is required to do so pursuant to any applicable law or regulation.
- 1.3 The following provision in Condition 1(a) shall not apply to the Notes:

"Registered Notes are represented by registered certificates ("Certificates") in global and/or definitive form. Except as provided in Condition 2(c), one Certificate (including Certificates in global form) representing the aggregate nominal amount of Registered Notes held by the same holder will be issued to such holder, unless more than one Certificate is required for clearance and settlement purposes. Each Registered Note will be numbered serially with an identifying number which will be recorded in the register (the "Register") kept by the Registrar."
- 1.4 No Note will be registered in the name of more than four persons. A Note registered in the name of more than one person is held by those persons as joint tenants. Notes will be registered by name only without reference to any trusteeship. The person registered in the Register as a Noteholder of a Note will be treated by IBRD and the Registrar as absolute owner of that Note and neither IBRD nor the Registrar is, except as ordered by a court or as required by statute, obliged to take notice of any other claim to a Note.
- 1.5 In substitution for Condition 1(c)(i), the following shall apply to the Notes:

"Title to Registered Notes shall pass by registration in the Register in accordance with the provisions of the Deed Poll and the Registrar and Paying Agency Agreement or otherwise in accordance with applicable law."



2      **Condition 2**

***Transfers***

2.1      Condition 2(a)(i) shall be replaced by the following:

“Subject to Condition 2(g), the Notes may be transferred in whole but not in part. The Notes will be transferable by duly completed transfer and acceptance forms in the form specified by, and obtainable from, the Registrar or by any other manner approved by IBRD and the Registrar. Holdings of interests in the Notes will be transferable only in accordance with the respective rules of the NZClear System, Euroclear or Clearstream Luxembourg, as the case may be.

Notes or interests in the Notes may only be transferred within, to or from New Zealand if: (a) the transferee is a “wholesale investor” within the meaning of clause 3(2) of Schedule 1 of the Financial Markets Conduct Act 2013 (New Zealand) (the “**N.Z. FMC Act**”), or (b) the offer or invitation giving rise to the transfer otherwise does not require disclosure to investors as a “regulated offer” in accordance with the N.Z. FMC Act, and (c) in each case, the transfer is in compliance with all applicable laws, regulations or directives (including, without limitation, in the case of a transfer to or from New Zealand, the laws of the jurisdiction in which the transfer takes place) (provided that the Notes may not be transferred to any person that is a “wholesale investor” under the N.Z. FMC Act solely because that person meets the “investment activity criteria” specified in clause 38 of Schedule 1 of the N.Z. FMC Act or that person is an “eligible investor” within the meaning of clause 3(3)(a) of Schedule 1 of the N.Z. FMC Act), and (d) in the case of a transfer between persons outside New Zealand, a transfer and acceptance form is signed outside New Zealand.

A transfer to an unincorporated association is not permitted.”

2.2      Condition 2(e) and Condition 2(f) shall not apply to the Notes.

2.3      In Condition 2(g), replace “15” with “9 calendar”.

3      **Condition 3**

No amendments.

4      **Condition 4**

***Negative Pledge***

In Condition 4, replace the words “Global Agent or the Fiscal Agent, as the case may be,” with “Registrar”.

5      **Condition 5**

No amendments.

6 **Condition 6**

***Redemption, Purchase and Options***

Condition 6(h) shall be replaced by the following:

“All Notes purchased by or on behalf of IBRD may be cancelled. Any Notes so cancelled may not be reissued or resold and the obligations of IBRD in respect of any such Notes shall be discharged.”

7 **Condition 7**

***Payments***

7.1 Condition 7(a) shall be replaced by the following:

“The Registrar will act (through its office in Auckland) as principal paying agent for the Notes pursuant to the Registrar and Paying Agency Agreement (as defined below).

Payments of principal and interest will be made to the Noteholder as at 5:00 p.m., Auckland time, on the Interest Payment Date for the relevant payment to the bank account or address stated in the Register on the relevant Record Date to the persons registered as Noteholder at the close of business on that date, notwithstanding any notice IBRD or the Registrar may have of any subsequent transfer. Such payments will be made by direct credit to an account in New Zealand notified to the Registrar prior to the relevant Record Date or otherwise by cheque dispatched by post on the relevant payment day at the risk of the Noteholder. Payments to persons holding interests in the Notes through the NZClear System, Euroclear or Clearstream, Luxembourg, will be made in accordance with the rules and operating procedures of the relevant system.

Payment by IBRD to the Registrar discharges the obligation of IBRD in respect of the relevant amounts.

However, in paying such interest to Noteholders, the Registrar is acting as trustee for the Noteholders and not as agent for the Issuer, and so may be required by law to deduct resident withholding tax as set forth under “General Information” of the Final Terms.

7.2 Paragraph (iii) of Condition 7(e) shall not apply to the Notes.

8 **Condition 8**

No amendments.

9 **Condition 9**

No amendments.



10     **Condition 10**

***Replacement of Notes, Certificates, Receipts, Coupons and Talons***

Condition 10 shall not apply to the Notes.

11     **Condition 11**

No amendments.

12     **Condition 12**

***Notices***

Condition 12 shall be replaced by the following:

“Notices to holders of Notes will be mailed to them at their respective address in the Register.

Notices regarding the Notes may also be published in a leading daily newspaper of general circulation in New Zealand. It is expected that such notices will normally be published in the *New Zealand Herald*.

Notwithstanding this Condition 12, notices to persons holding Notes in the NZClear System may be given by delivery of the relevant notice to the operator of the NZClear System for communication by it to entitled account holders. Any notice delivered to the operator of the NZClear System in accordance with this provision shall be deemed to have been given to the Noteholders on the day on which such notice is delivered that operator.”

13     **Condition 13**

No amendments.

14     **Condition 14**

***Governing Law, Jurisdiction and Service of Process***

Condition 14 shall be replaced by the following:

“IBRD irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New Zealand and courts of appeal from them.

For so long as any of the Notes are outstanding, IBRD will ensure that there is an agent appointed to accept service of process on its behalf in New Zealand in respect of any legal action or proceedings as may be brought in the courts of New Zealand.

The agent initially appointed by IBRD in New Zealand is Bell Gully, 171 Featherston Street, Wellington 6140, New Zealand.”

15 **Condition 15**

***Taxation Residency of Noteholders***

A new Condition 15 shall be inserted as follows:

“Each Noteholder shall give written notice to the Registrar of its country of residency for taxation purposes and, if not resident in New Zealand for taxation purposes, of whether the Noteholder is engaged in business in New Zealand through a branch or other fixed establishment (as that term is defined in the New Zealand Income Tax Act 2007 including all amendments and replacements whether by subsequent statute or otherwise) in New Zealand.”

16 **Condition 16**

**Amendments**

A new Condition 16 shall be inserted as follows:

“The Conditions (including the Final Terms) and the Deed Poll may be amended by the Issuer without the consent of any Noteholder if:

- (a) the amendment is of a formal, minor or technical nature;
- (b) the amendment is made to correct a manifest error; or
- (c) the amendment is made for the purposes of curing any ambiguity, or correcting or supplementing any defective or inconsistent provisions in any of those documents,

and, in the reasonable opinion of the Issuer, is not materially prejudicial to the interests of the Noteholders.”

**Definitions**

The following terms have these meanings in this Appendix to the Final Terms.

**NZClear System** means the NZClear New Zealand System operated by the Reserve Bank of New Zealand for holding securities and the electronic recording and settling of transactions in those securities between members of that system.

**Record Date** means, in the case of payments of principal or interest, the close of business in Auckland on the date falling 10 calendar days before each Interest Payment Date and the Maturity Date (as the case may be).

**Registrar and Paying Agency Agreement** means the registrar and paying agency agreement between IBRD and the Registrar dated June 9, 2008.