

**Final Terms dated 10 July 2008**  
**International Bank for Reconstruction and Development**  
Issue of CLP25,000,000,000 6.75 per cent. Notes due July 1, 2011  
payable in United States Dollars  
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:                                 | 10054   |
| (ii) Tranche Number:                                  | 1   |
| 3. Specified Currency or Currencies (Condition 1(d)): | The lawful currency of Chile, the Chilean Peso (“ <b>CLP</b> ”) provided that all payments in respect of the Notes will be made in United States Dollars (“ <b>USD</b> ”) |
| 4. Aggregate Nominal Amount:                          |   |
| (i) Series:   | CLP25,000,000,000   |
| (ii) Tranche:   | CLP25,000,000,000   |
| 5. (i) Issue Price:                                   | 99.748 per cent. of the Aggregate Nominal Amount  |
| (ii) Net proceeds:                                    | CLP24,912,000,000 (equivalent to USD48,814,515.81 at the initial CLP/USD rate of 510.34)  |
| 6. Specified Denominations (Condition 1(b)):          | CLP1,000,000  |
| 7. Issue Date:  | July 15, 2008   |
| 8. Maturity Date (Condition 6(a)):                    | July 1, 2011  |
| 9. Interest Basis (Condition 5):                      | 6.75 per cent. Fixed Rate<br>(further particulars specified below)  |
| 10. Redemption/Payment Basis (Condition 6):           | Redemption at par   |
| 11. Change of Interest or Redemption/Payment Basis:   | Not Applicable  |
| 12. Call/Put Options (Condition 6):                   | Not Applicable  |
| 13. Status of the Notes (Condition 3):                | Unsecured and unsubordinated  |
| 14. Listing:  | Luxembourg  |
| 15. Method of distribution:                           | Non-syndicated  |

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

- |  |                          |
|--|--------------------------|
| 16. Fixed Rate Note Provisions (Condition 5(a)): | Applicable               |
| (i) Rate of Interest:                            | 6.75 per cent. per annum |

- (ii) Interest Payment Dates: July 1, 2009, July 1, 2010 and July 1, 2011. There will be a short first coupon in respect of the Interest Period from and including the Issue Date, to but excluding July 1, 2009 - see Term 16(iv) below.
- (iii) Fixed Coupon Amount: The Calculation Agent will calculate the amount of interest (the “**Interest Amount**”) per Specified Denomination for the relevant Interest Period, payable in USD, by applying the following formula:  
*Specified Denomination multiplied by Rate of Interest multiplied by Day Count Fraction multiplied by (1 divided by CLP Rate<sub>VD</sub>)*  
where “CLP Rate<sub>VD</sub>” is the CLP Rate for the relevant CLP Valuation Date (all as defined in Term 17 below)
- (iv) Broken Amount: Initial Broken Amount of CLP64,910.96 per Specified Denomination, payable on July 1, 2009
- (v) Day Count Fraction (Condition 5(l)): Actual/Actual (ICMA). For the avoidance of doubt, Actual/Actual (ICMA) refers to a fraction equal to “number of days accrued/number of days in year” as such terms are used in Rule 251 of the statutes, by-laws, rules and recommendations of the International Capital Markets Association (the “**ICMA Rule Book**”) calculated in accordance with Rule 251 of the ICMA Rule Book as applied to non US dollar denominated straight and convertible notes issued after 31 December 1998.
- (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): The Final Redemption Amount per Specified Denomination will be payable in USD and determined by the Calculation Agent as follows, on the CLP Valuation Date prior to the Maturity Date:  
  
Specified Denomination multiplied by (1 *divided by* CLP Rate) and rounded down to the nearest cent.  
Where:  
“**Calculation Agent**” means Citibank, N.A., London Branch  
“**CLP Rate**” means, in respect of a CLP Valuation Date, the CLP/USD exchange rate, expressed as the amount of CLP per one USD:  
(a) determined by the Calculation Agent on the relevant CLP Valuation Date by reference to the applicable “CLP DÓLAR OBS” Rate; or  
(b) in the event that the “CLP DÓLAR OBS” Rate is not available on the applicable CLP Valuation Date, determined by the Calculation Agent on the relevant CLP Valuation Date by reference to the applicable “EMTA CLP INDICATIVE SURVEY RATE” (if such rate is available); or  
(c) in the event that both the “CLP DÓLAR OBS” Rate and the “EMTA CLP INDICATIVE SURVEY RATE” are not available on the applicable CLP Valuation Date, determined

by the Calculation Agent on the relevant CLP Valuation Date in good faith and in a commercially reasonable manner, having taken into account relevant market practice, provided that:

(i) if, on the applicable CLP Valuation Date, the Calculation Agent determines that a Price Materiality has occurred on such CLP Valuation Date, the CLP Rate will be the “EMTA CLP INDICATIVE SURVEY RATE” applicable in respect of such CLP Valuation Date; and

(ii) if, on the applicable CLP Valuation Date, the Calculation Agent determines that an EMTA Failure has occurred on such CLP Valuation Date, the CLP Rate will be determined by the Calculation Agent in good faith and in a commercially reasonable manner, having taken into account relevant market practice.

**“CLP DÓLAR OBS”** means the Chilean Peso/U.S. Dollar “observado” rate, expressed as the amount of Chilean Pesos per one U.S. Dollar, for settlement in one Business Day reported by the Banco Central de Chile ([www.bcentral.cl](http://www.bcentral.cl)) as the “Dólar Observado” (Dollar Observado) rate by not later than 10:30 a.m., Santiago time, on the first Business Day following that CLP Valuation Date. The CLP DÓLAR OBS (CLP10) rate is currently published on Reuters Page CLPOB= and Bloomberg Page PCRCDOOB Index.

**“CLP Valuation Date”** means, in respect of any Interest Payment Date, the Maturity Date or any other date on which an amount is payable, the fifth Santiago Business Day prior to such date.

**“EMTA CLP INDICATIVE SURVEY RATE”** means the Chilean Peso/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Chilean Pesos per one U.S. Dollar, for settlement on the same day, as published on EMTA’s web site ([www.emta.org](http://www.emta.org)) at approximately 11:00 a.m., Santiago time, or as soon thereafter as practicable, on such Rate Calculation Date. The Spot Rate shall be calculated by EMTA (or a service provider EMTA may select in its sole discretion) pursuant to the EMTA CLP Indicative Survey Methodology (which means a methodology, dated as of August 1, 2006, as amended from time to time, for a centralized industry-wide survey of financial institutions that are active participants in the Chilean Peso/U.S. Dollar markets for the purpose of determining the EMTA CLP Indicative Survey Rate).

**“EMTA Failure”** means, in respect of a CLP Valuation Date, that the “EMTA CLP INDICATIVE SURVEY RATE”, having been requested as prescribed by EMTA, is not available for any reason. For the avoidance of doubt, an EMTA Failure may still occur notwithstanding that the “CLP DÓLAR OBS” Rate is available on the applicable CLP Valuation Date.

**“Price Materiality”** means, in respect of a CLP Valuation Date, that the “EMTA CLP INDICATIVE SURVEY RATE”

is available on such date and that the “CLP DÓLAR OBS” Rate differs from the EMTA CLP INDICATIVE SURVEY RATE” Rate by more than 3 per cent.

18. Early Redemption Amount (Condition 6(c)): The Final Redemption Amount as determined in accordance with Term 17 above plus accrued interest, payable in United States dollars.

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

19. Form of Notes (Condition 1(a)): Registered Notes:  
Global Registered Certificate available on Issue Date
20. New Global Note: No
21. Financial Centre(s) or other special provisions relating to payment dates (Condition 7(h)): Santiago, London and New York
22. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature) (Condition 7(g)): Not Applicable
23. Unmatured Coupons to become void (Condition 7(f)): No
24. Governing law (Condition 14): English
25. Other final terms: Not Applicable

## **DISTRIBUTION**

26. (i) If syndicated, names of Managers and underwriting commitments: Not Applicable
- (ii) Stabilizing Manager(s) (if any): Not Applicable
27. If non-syndicated, name of Dealer: J.P. Morgan Securities Ltd.
28. Total commission and concession: 0.10 per cent. of the Aggregate Nominal Amount
29. Additional selling restrictions: **Republic of Chile**  
The Notes may not be offered or sold in Chile, directly or indirectly, by means of a “Public Offer” (as defined under Chilean Securities Law (Law No 18.045 and Regulations from the *Superintendencia de Valores y Seguros* of the Republic of Chile)). Chilean institutional investors (such as banks, pension funds and insurance companies) are required to comply with specific restrictions relating to the purchase of the Notes.

## **OPERATIONAL INFORMATION**

30. ISIN Code: XS0375649828
31. Common Code: 037564982
32. Delivery: Delivery against payment
33. Registrar and Transfer Agent (if any): Citibank, N.A., London Branch

34. Intended to be held in a manner which would allow Eurosystem eligibility: Not Applicable

#### **GENERAL INFORMATION**

IBRD's most recent Information Statement was issued on September 14, 2007.

#### **LISTING APPLICATION**

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

#### **RESPONSIBILITY**

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

Signed on behalf of IBRD:

By: .....

Name:

Title:

Duly authorized