Final Terms dated 29 November 2012

International Bank for Reconstruction and Development

Issue of NGN 3,934,000,000 10.00 per cent. NGN/USD FX Linked Notes due 4 December 2013 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

12. Call/Put Options (Condition 6):

15. Method of distribution:

14. Listing:

13. Status of the Notes (Condition 3):

Issuer: 1. International Bank for Reconstruction and Development ("**IBRD**") 10872 2. (i) Series Number: Tranche Number: **Specified Currency or Currencies** Nigerian Naira ("NGN") provided that all payments in respect (Condition 1(d)): of the Notes will be made in United States Dollars ("USD"). 4. Aggregate Nominal Amount: Series: NGN 3,934,000,000 (i) Tranche: NGN 3,934,000,000 5. (i) Issue Price: 100.00 per cent. of the Aggregate Nominal Amount. (ii) Net Proceeds USD 25,001,588.81 (equivalent to NGN 3,934,000,000 converted into USD at the initial exchange rate of NGN 157.35 per USD 1.00) 6. **Specified Denominations** NGN 20,000,000 and integral multiples of NGN 1,000,000 in (i) (Condition 1(b)): excess thereof (ii) **Calculation Amount:** NGN 1.000,000 7. Issue Date: 4 December 2012 4 December 2013 (the "Scheduled Maturity Date") as may 8. Maturity Date (Condition 6(a)): be postponed subject to the Disruption Provisions set out in Terms 19 and 20 9. Interest Basis (Condition 5): 10.00 per cent. Fixed Rate (further particulars specified below in Term 16) 10. Redemption/Payment Basis FX Linked Redemption as set out in Term 17 (Condition 6): 11. Change of Interest or Not Applicable Redemption/Payment Basis:

Not Applicable

Non-syndicated

Unsecured and unsubordinated

Luxembourg Stock Exchange

http://www.oblible.com

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16. Fixed Rate Note Provisions

(Condition 5(a)):

Applicable

(i) Rate of Interest:

10.00per cent.

(ii) Interest Payment Dates:

4 June 2013 and 4 December 2013 (each a "**Scheduled Interest Payment Date**"), subject to postponement as provided in Terms 19 and 20, with no additional interest amount or other amount payable in relation to such

postponement.

(iii) Fixed Coupon Amount:

NGN 49,842.80 per Calculation Amount to be paid on 4 June 2013 in USD, and calculated by the Calculation Agent on the

Rate Fixing Date as follows:

49,842.80 divided by NGN/USD Exchange Rate (as defined

below in Term 20); and

NGN 50,136.99 per Calculation Amount to be paid on 4 December 2013 in USD, and calculated by the Calculation

Agent on the Rate Fixing Date as follows:

50,136.99 divided by NGN/USD Exchange Rate (as defined

below in Term 20).

(iv) Broken Amount(s):

Not Applicable

(v) Day Count Fraction:

Actual/Actual (ISDA)

(vi) Other terms relating to the method of calculating interest

for Fixed Rate Notes:

See Term 19 (Disruption Provisions) and Term 20 (Additional

Definitions) below.

PROVISIONS RELATING TO REDEMPTION

17. Final Redemption Amount of each Note (Condition 6):

In cases where the Final Redemption Amount is Index Linked or other variable-linked:

(i) Index/Formula/variable

The Final Redemption Amount per Calculation Amount will be payable in USD and calculated by the Calculation Agent on

the Rate Fixing Date as follows:

Calculation Amount divided by NGN/USD Exchange Rate (as

defined below in Term 20).

(ii) Provisions for determining
Final Redemption Amount
where calculation by reference
to Index and/or Formula and/or
other variable is impossible or
impracticable or otherwise
disrupted:

See Term 19 below

(iii) Payment Date:

The Scheduled Maturity Date (as defined in Term 8) subject to postponement in accordance with Terms 19 and 20 with no additional amounts payable in relation to such postponement.

18. Early Redemption Amount (Condition 6(c)):

The Final Redemption Amount payable in USD as determined in accordance with Term 17 above (plus accrued interest to, but excluding, the date of early redemption).

DISRUPTION PROVISIONS AND ADDITIONAL DEFINITIONS

19. Disruption Provisions:

- (a) In the event (i) the Scheduled Rate Fixing Date (as defined in Term 20) becomes subject to the Following Business Day Convention (as defined in Term 20) upon the occurrence of an Unscheduled Holiday or (ii) Rate Fixing Postponement applies, the relevant Scheduled Interest Payment Date, Scheduled Maturity Date or Early Redemption Payment Date, as applicable, shall be postponed by each day for which the relevant Scheduled Rate Fixing Date is so postponed.
- (b) In the event (i) the Scheduled Rate Fixing Date becomes subject to the Following Business Day Convention after the occurrence of an Unscheduled Holiday or (ii) Rate Fixing Postponement applies, and if the Rate Fixing Date has not occurred on or before the 14th calendar day after the Scheduled Rate Fixing Date (any such period being a "Deferral Period") then:
 - (x) The next day after the Deferral Period that would have been a Business Day but for the Unscheduled Holiday, or the next day after the Deferral Period that is a Business Day in the event of a continuing Disruption Event, shall be deemed to be the Rate Fixing Date (the "Postponed Rate Fixing Date"); and
 - (y) the Calculation Agent shall be entitled to determine the NGN/USD Exchange Rate on such Postponed Rate Fixing Date, acting in good faith and in a commercially reasonable manner, having taken into account all available information that it deems relevant.

For the avoidance of doubt, no additional interest or other additional amounts shall be payable by IBRD in the event that the relevant Scheduled Interest Payment Date or Scheduled Maturity Date or Early Redemption Payment Date, as applicable, is postponed in accordance with this Term 19.

(c) Notwithstanding anything herein to the contrary, in no event shall the total number of consecutive calendar days during which either (i) the Rating Fixing Date is postponed due to an Unscheduled Holiday or (ii) a Rate Fixing Postponement shall occur (or any combination of (i) and (ii)), exceed 14 consecutive days in the aggregate. Accordingly, (x) if, upon the lapse of any such 14 day period, an Unscheduled Holiday shall have occurred or be continuing on the day following such period, then such day shall be deemed to be a Rate Fixing Date and (y) if, upon the lapse of any such 14 day period, a Disruption Event shall have occurred or be continuing on the day following such period, then Rate Fixing Postponement shall not apply and in each case, the NGN/USD Exchange

Rate shall be determined in accordance with Term 19(b)(ii) above.

- (d) If an event or a circumstance which would otherwise constitute or give rise to an Inconvertibility Event also constitutes a Price Source Disruption, it will be treated as a Price Source Disruption and not an Inconvertibility Event.
- (e) The Calculation Agent shall in each case, as soon as reasonably practicable, give notice, in accordance with Condition 12, to the Paying Agent, IBRD and the Clearing Systems of:
 - (i) the occurrence of any Unscheduled Holiday or Disruption Event; and
 - (ii) the date on which an Unscheduled Holiday or a Disruption Event ceases to exist and the Postponed Rate Fixing Date (if any); and/or;
 - (iii) the fact that the NGN/USD Exchange Rate is to be determined by the Calculation Agent in accordance with this Term 19.

Copies of all quotes obtained by the Calculation Agent will be provided by the Calculation Agent to IBRD upon request. For the avoidance of doubt, the NGN/USD Exchange Rate may be such that the resulting USD amount is zero and in such event no USD or NGN amount will be payable. For the avoidance of doubt, the resulting amount cannot in any circumstances be less than zero, as applicable.

"Business Day" means a day (other than a Saturday or Sunday) on which the banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in Lagos, London and New York.

"Calculation Agent" means Citibank, N.A., London Branch

"Clearing Systems" means Euroclear Bank S.A./N.V., Clearstream Banking, *société anonyme* and any successor or alternative clearing system(s) as may be appointed by IBRD from time to time in relation to the Notes.

"Deferral Period": has the meaning given to it in Term 19 above.

"Disruption Event" means each and any of a Price Source Disruption, an Inconvertibility Event or a Market Disruption Event.

"Early Redemption Payment Date" means, in relation to redemption of a Note pursuant to Condition 9, the day on which the Note becomes due and payable in accordance with the terms of such Condition 9.

"EMTA NGN Indicative Survey Rate" means the NGN/USD specified rate for USD expressed as the amount of NGN per one USD, for settlement in two Business Days, as published on EMTA's website (www.emta.org) at approximately 12:00 p.m., Lagos time, or as soon thereafter as practicable, on the Rate Fixing Date. The spot rate shall be

20. Additional Definitions

calculated by EMTA (or a service provider EMTA may select in its sole discretion) pursuant to the EMTA NGN Indicative Survey Rate Methodology (which means a methodology dated as of 27 December 2010, as amended from time to time, for a centralized industry-wide survey of financial institutions that are active participants in NGN/USD markets for the purpose of determining the EMTA NGN Indicative Survey Rate).

"Inconvertibility Event" means in the sole and absolute determination of the Calculation Agent any action, event or circumstance whatsoever which from a legal or practical perspective:

- (i) has the direct or indirect effect of hindering, limiting or restricting (1) the convertibility of NGN into USD through customary legal channels, or (2) the transfer of NGN (a) from the Federative Republic of Nigeria ("Nigeria") to any other country or (b) between accounts in Nigeria or to a party that is a non-resident of Nigeria (including, without limitation, any delay, increased costs, discriminatory rates of exchange or current or future restrictions on the conversion of NGN into USD or transferability of NGN outside Nigeria or to non-residents of Nigeria)
- (ii) results in the unavailability of NGN in the interbank foreign exchange market in accordance with normal commercial practice,

and in each case, which affects the ability of market participants to enter into, maintain, unwind or dispose of any transaction(s) or asset(s) that are used in the market to hedge the currency risk arising from the exchange rate movements between NGN and USD.

"Lagos Business Day" means a day (other than a Saturday or Sunday) on which the banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in Lagos.

"Market Disruption Event" means any event, other than an Inconvertibility Event and a Price Source Disruption, as a result of which the Calculation Agent is unable to determine any amount falling to be determined by it in respect of the Notes, which event shall include, without limitation:

- (a) a natural or man-made disaster, armed conflict, act of terrorism, riot, labour disruption or any other circumstance beyond its control; or
- (b) the enactment, promulgation, execution, ratification or adoption of, or any change in or amendment to, any rule, law, regulation or statute (or in the applicability or official interpretation of any rule, law, regulation or statute) or the issuance of any order or decree,

and in each case, which affects the ability of market participants to enter into, maintain, unwind or dispose of any transaction(s) or asset(s) that are used in the market to hedge the currency risk arising from the exchange rate movements between NGN and USD.

"NGN/USD Exchange Rate" means the spot currency exchange rate (expressed as the amount of NGN for one USD) determined by the Calculation Agent on the relevant Rate Fixing Date by reference to the "NGN FMDA Rate" or "NGN01 Rate" or, in the event the "NGN FMDA Rate" or "NGN01 Rate" is not available on the relevant Rate Fixing Date, by reference to the applicable "EMTA NGN Indicative Survey Rate", and, if applicable, in the event of an Unscheduled Holiday or a Disruption Event, in accordance with the provisions of Term 19 above.

"NGN FMDA Rate" or "NGN01 Rate" each means, in respect of a Rate Fixing Date, the NGN/USD specified rate expressed as the amount of NGN per one USD for settlement in two Business Days reported by the Financial Market Dealers Association of Nigeria, which is published at www.fmda.com.ng (and which may appear at Thomson Reuters Screen NIFEX01) at or around 10:00 am Lagos time on such Rate Fixing Date. For the avoidance of doubt, if there is any discrepancy between the rate published at www.fmda.com.ng and Thomson Reuters Screen NIFEX01, the rate published at www.fmda.com.ng shall prevail.

In the event that the "NGN FMDA Rate" is not available on the applicable Rate Fixing Date, the Calculation Agent shall determine the NGN/USD Exchange Rate by reference to the applicable "EMTA NGN Indicative Survey Rate" (if such rate is available).

"Postponed Rate Fixing Date" has the meaning given to it in Term 19 above.

"Price Source Disruption" means in respect of a Rating Fixing Date, it becomes impossible to obtain both the NGN FMDA Rate and the EMTA NGN Indicative Survey Rate on such date.

"Rate Fixing Date" means the day that is five Business Days prior to the relevant Scheduled Interest Payment Date or Scheduled Maturity Date or Early Redemption Payment Date, as applicable ("Scheduled Rate Fixing Date"), provided that, the Scheduled Rate Fixing Date in question shall be adjusted in accordance with (i) the Following Business Day Convention (subject to the Disruption Provisions set forth above) in the event of an Unscheduled Holiday and/or (ii) Rate Fixing Postponement in the event of a Disruption Event.

"Rate Fixing Postponement" means, for the purposes of obtaining the NGN/USD Exchange Rate in the event of a Disruption Event, that the NGN/USD Exchange Rate will be determined on the Business Day first succeeding the day on which the Disruption Event ceases to exist.

"Unscheduled Holiday" means a day that is not a Lagos Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. Lagos time two Lagos Business Days prior to the Scheduled Rate Fixing Date.

GENERAL PROVISIONS APPLICABLE TO THE NOTES

21. Form of Notes (Condition 1(a)): Registered Notes

Global Registered Certificate available on Issue Date

22. New Global Note: No

23. Financial Centre(s) or other special provisions relating to payment dates

(Condition 7(h)):

Lagos, London and New York

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: Standard Chartered Bank

28. Total commission and concession: None29. Additional selling restrictions: Nigeria

Neither the Prospectus, these Final Terms nor the Notes has been registered with the Nigerian Securities and Exchange Commission or any other regulatory authority in Nigeria. The Notes shall not be offered for circulation, distribution, placement, sale, purchase or other transfer in the territory of Nigeria. Nothing in this document or any other documents,

information or communications related to the Notes shall be interpreted as containing any offer or invitation to, or solicitation of, any such circulation, distribution, placement, sale, purchase or other transfer in the territory of Nigeria.

OPERATIONAL INFORMATION

30. ISIN Code: XS085927949831. Common Code: 085927949

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:

No

GENERAL INFORMATION

IBRD's most recent Information Statement was issued on 19 September 2012.

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