

**Final Terms dated 1 October 2018**  
**International Bank for Reconstruction and Development**  
**Issue of GBP 1,250,000,000 Floating Rate Notes due 4 October 2023**  
**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 28 May 2008. This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with such Prospectus.

**MiFID II product governance / Retail investors, professional investors and ECPs target markets – See Term 29 below.**

**SUMMARY OF THE NOTES**

1. Issuer:	International Bank for Reconstruction and Development (“ <b>IBRD</b> ”)
2. (i) Series Number:	100551
(ii) Tranche Number:	1
3. Specified Currency or Currencies (Condition 1(d)):	Sterling (“ <b>GBP</b> ”)
4. Aggregate Nominal Amount:	
(i) Series:	GBP 1,250,000,000
(ii) Tranche:	GBP 1,250,000,000
5. (i) Issue Price:	100 per cent. of the Aggregate Nominal Amount
(ii) Net proceeds:	GBP 1,248,437,500
6. Specified Denominations (Condition 1(b)):	GBP 1,000
7. Issue Date:	4 October 2018
8. Maturity Date (Condition 6(a)):	4 October 2023
9. Interest Basis (Condition 5):	Floating Rate (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 Stock Exchange
15. Method of distribution:	Syndicated

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

16. Floating Rate Note Provisions (Condition 5(b)):	Applicable
(i) Interest Period(s):	As specified in Condition 5(l)

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| (ii) Specified Interest Payment Dates:   | 4 January, 4 April, 4 July and 4 October of each year, from and including 4 January 2019 to and including the Maturity Date, subject to adjustment in accordance with the Business Day Convention specified below  |
| (iii) Interest Period Dates:   | Each Specified Interest Payment Date   |
| (iv) Business Day Convention:  | Following  |
| (v) Business Centre(s) (Condition 5(l)):   | London and New York  |
| (vi) Manner in which the Rate(s) of Interest is/are to be determined:  | As set out in Term 16 (xiv) below  |
| (vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (the “ <b>Calculation Agent</b> ”):   | Citibank, N.A., London Branch  |
| (viii) Screen Rate/Reference Bank Determination (Condition 5(b)(ii)(C)):   | Not Applicable   |
| (ix) ISDA Determination (Condition 5(b)(ii)(B)):   | Not Applicable   |
| (x) Margin(s):   | Plus 0.24 per cent. per annum  |
| (xi) Minimum Rate of Interest:   | 0.00 per cent. per annum   |
| (xii) Maximum Rate of Interest:  | Not Applicable   |
| (xiii) Day Count Fraction (Condition 5(l)):  | Actual/365 (Fixed)   |
| (xiv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: | The Rate of Interest for each relevant Interest Period shall be determined by the Calculation Agent on each Interest Determination Date in accordance with the following provisions. The Rate of Interest for each Interest Period shall apply with effect from the Reset Date for that Interest Period. |

The Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily SONIA plus the Margin.

“**Compounded Daily SONIA**” means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the nearest one ten-thousandth of a percentage point, with 0.00005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{SONIA_{i-5LBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” means the number of calendar days in the relevant Interest Period;

“**d<sub>0</sub>**” for any Interest Period, is the number of London Banking Days in the relevant Interest Period;

“**i**” is a series of whole numbers from one to **d<sub>0</sub>**, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Interest Period to, but excluding, the last London Banking Day in the relevant Interest Period;

“**Interest Determination Date**” means the fifth London Banking Day prior to the end of each Interest Period;

“**London Banking Day**” or “**LBD**” means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

“**n<sub>i</sub>**” for any London Banking Day “**i**”, means the number of calendar days from, and including, such London Banking Day “**i**” up to, but excluding, the following London Banking Day;

“**Observation Period**” means, in respect of each Interest Period, the period from, and including, the date falling five London Banking Days prior to the first day of the relevant Interest Period and ending on, but excluding, the date falling five London Banking Days prior to the end of such Interest Period (or the date falling five London Banking Days prior to such earlier date, if any, on which the Notes become due and payable);

“**Relevant Screen Page**” means Reuters Screen SONIA under the heading SONIAOSR=;

“**Reset Date**” means the first day of each Interest Period;

“**Reuters Screen**” means, when used in connection with any designated page, the display page so designated on the Reuters service, or (i) any successor display page, other published source, information vendor or provider that has been officially designated by the sponsor of the original page or source; or (ii) if the sponsor has not officially designated a successor display page, another published source, service or provider (as the case may be), the successor display page, other published source, service or provider, if any, designated by the relevant information vendor or provider (if different from the sponsor);

“**SONIA<sub>i-5LBD</sub>**” means, in respect of any London Banking Day “**i**” falling in the relevant Interest Period, the SONIA

rate for the London Banking Day falling five London Banking Days prior to such London Banking Day “i”; and

“**SONIA rate**” means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average (“**SONIA**”) rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors (on the London Banking Day immediately following such London Banking Day).

If, in respect of any London Banking Day in the relevant Observation Period, the Calculation Agent determines that the SONIA rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, the Calculation Agent will determine such SONIA rate in respect of such London Banking Day as being: (i) the Bank of England’s Bank Rate (the “**Bank Rate**”) prevailing at close of business on such London Banking Day; plus (ii) the mean of the spread of the SONIA rate to the Bank Rate over the previous five days on which a SONIA rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate.

Where the SONIA rate is determined in accordance with the paragraph above, in the event the Bank of England publishes guidance as to (i) how the SONIA rate is to be determined or (ii) any rate that is to replace the SONIA rate, the Calculation Agent shall, to the extent that it is reasonably practicable, follow such guidance in order to determine the SONIA rate for any London Banking Day “i” for the purpose of the Notes for so long as the SONIA rate is not available or has not been published by the authorised distributors.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and Minimum Rate of Interest applicable to the first Interest Period).

If the Notes become due and payable in accordance with Condition 9, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in these Final Terms, be deemed to be the date on which the

Notes became due and payable and the Rate of Interest on the Notes shall, for so long as any such Notes remain outstanding, be that Rate of Interest determined on such date.

The penultimate sentence of Condition 5(k) shall not apply to the Notes.

#### PROVISIONS RELATING TO REDEMPTION

- |   |                                      |
|---|--------------------------------------|
| 17. Final Redemption Amount of each Note (Condition 6): | GBP 1,000 per Specified Denomination |
| 18. Early Redemption Amount (Condition 6(c)):           | As set out in the Conditions         |

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

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|---|---|
| 19. Form of Notes (Condition 1(a)):   | Registered Notes:<br>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)): | London and New York   |
| 22. Governing law (Condition 14):   | English   |
| 23. Other final terms:  | The first sentence of Condition 7(a)(ii) is hereby replaced by the following: "Interest (which for the purpose of this Condition 7(a) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes shall be paid to the person shown on the Register at the close of business on the calendar day before the due date for payment thereof (the " <b>Record Date</b> ")." |
| 24. Additional risk factors   | <b>An investment in the Notes is subject to the risks described below, as well as the risks described under "Risk Factors" in the accompanying Prospectus.</b>  |

Investors should be aware that the market continues to develop in relation to SONIA as a reference rate in the capital markets and its adoption as an alternative to Sterling LIBOR. In particular, market participants and relevant working groups are exploring alternative reference rates based on SONIA, including term SONIA reference rates (which seek to measure the market's forward expectation of an average SONIA rate over a designated term). The market or a significant part thereof may adopt an application of SONIA that differs significantly from that used in relation to the Notes.

Furthermore, the Issuer may in the future issue notes referencing SONIA that differ materially in terms of interest determination when compared with the Notes. The nascent development of Compounded Daily SONIA as an interest reference rate for the Eurobond markets, as well as continued development of SONIA-based rates for such market and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility

or could otherwise affect the market price of the Notes.

Furthermore, interest on the Notes is only capable of being determined at the end of each Observation Period and immediately prior to the relevant Interest Payment Date. It may be difficult for investors in the Notes to reliably estimate the amount of interest that will be payable on the Notes and some investors may be unable or unwilling to trade the Notes without changes to their IT systems, both of which could adversely impact the liquidity of the Notes. Further, if the Notes become due and payable under Condition 9 (*Default*), the Rate of Interest payable shall be determined on the date the Notes became due and payable and shall not be reset thereafter.

In addition, the manner of adoption or application of SONIA reference rates in the Eurobond markets may differ materially compared with the application and adoption of SONIA in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of SONIA reference rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of the Notes.

To the extent the SONIA rate is discontinued or is no longer published on the Relevant Screen Page or published by authorised distributors, the applicable rate to be used to calculate the Rate of Interest on the Notes will be determined using the alternative methods described in Term 16(xiv) under “SONIA rate”. Any of these alternative methods may result in interest payments that are lower than or do not otherwise correlate over time with the payments that would have been made on the Notes if the SONIA rate had been so published in its current form. The final alternative method sets the Rate of Interest for an Interest Period at the same rate as the immediately preceding Interest Period. As a result, if no amendment is made to the Conditions, the Notes will become fixed rate notes utilising the last available Rate of Interest determined under Term 16 above.

Investors should consider these matters when making their investment decision with respect to the Notes.

#### **DISTRIBUTION**

25. (i) If syndicated, names of Managers and underwriting commitments:	J.P. Morgan Securities plc	GBP 416,667,000
	NatWest Markets Plc	GBP 416,667,000
	RBC Europe Limited	GBP 416,666,000
(ii) Stabilizing Manager(s) (if any)	Not Applicable	
26. If non-syndicated, name of Dealer:	Not Applicable	
27. Total commission and concession:	0.125 per cent. of the Aggregate Nominal Amount	
28. Additional selling restrictions:	Not Applicable	

29. MiFID II product governance / Retail investors, professional investors and ECPs target markets: **Directive 2014/65/EU (as amended, “MiFID II”) product governance / Retail investors, professional investors and eligible counterparties (“ECPs”) target market:** Solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in MiFID II; and (ii) all channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the manufacturers’ target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.
- For the purposes of this provision, “manufacturer” means each of the Managers.

#### **OPERATIONAL INFORMATION**

30. ISIN Code: XS1888933683
31. Common Code: 188893368
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 17 September 2018.

#### **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.

#### **USE OF PROCEEDS**

##### **Supporting sustainable development in IBRD’s member countries**

The net proceeds from the sale of the Notes will be used by IBRD to finance sustainable development projects and programs in IBRD’s member countries (without being committed or earmarked for lending to, or financing of, any particular projects or programs). IBRD’s financing is made available solely to middle-income and creditworthy lower-income member countries who are working in partnership with IBRD to eliminate extreme poverty and boost shared prosperity, so that they can achieve equitable and sustainable economic growth in their national economies and find sustainable solutions to pressing regional and global economic and environmental problems. Projects and programs supported by IBRD

are designed to achieve a positive social impact and undergo a rigorous review and internal approval process aimed at safeguarding equitable and sustainable economic growth.

IBRD integrates five cross cutting themes into its lending activities helping its borrowing members create sustainable development solutions: climate change; gender; jobs; public-private partnerships; and fragility, conflict and violence.

IBRD's administrative and operating expenses are covered entirely by IBRD's various sources of revenue (net income) consisting primarily of interest margin, equity contribution and investment income (as more fully described in the Information Statement).



**RESPONSIBILITY**

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

Signed on behalf of IBRD:

By:

Name:

Title:

Duly Authorized