October 29, 2013

H.E. Zoran Stavreski
Minister of Finance
Ministry of Finance
Dame Gruev 14
1000 Skopje
Macedonia

Re: IBRD Loan 7928-MK
(Real Estate Cadastre and Registration Project - Additional Financing)
Amendment of Additional Instructions: Disbursement

Excellency:

I refer to the letter titled Additional Instructions: Disbursement ("Disbursement Letter") for the above-mentioned Loan extended to Former Yugoslav Republic of Macedonia ("Borrower"), dated September 24, 2010. I would like to inform you that said Disbursement Letter is hereby amended to include the following additional instructions:

Section II, Withdrawal of Loans Proceeds, is amended to include new subsections (iii) and (iv) which shall read as follows:

(iii) Electronic Delivery (subsection 3.4) The Bank may permit the Borrower to electronically deliver to the Bank Applications (with supporting documents) through the Bank’s Client Connection, web-based portal. The option to deliver Applications to the Bank by electronic means may be effected if: (a) the Borrower has designated in writing, pursuant to the terms of subparagraph (i) of this Section, its officials who are authorized to sign and deliver Applications and to receive secure identification credentials ("SIDC") from the Bank for the purpose of delivering such Applications by electronic means; and (b) all such officials designated by the Borrower have registered as users of Client Connection. If the Bank agrees, the Bank will provide the Borrower with SIDC for the designated officials. Following which, the designated officials may deliver Applications electronically by completing Form 2380, which is accessible through Client Connection (https://clientconnection.worldbank.org). The Borrower may continue to exercise the option of preparing and delivering Applications in paper form. The Bank reserves the right and may, in its sole discretion, temporarily or permanently disallow the electronic delivery of Applications by the Borrower.
(iv) Terms and Conditions of Use of SIDC to Process Withdrawal Applications. By designating officials to use SIDC and by choosing to deliver the Withdrawal Applications electronically, the Borrower confirms through the authorized signatory letter its agreement to: (a) abide by the Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation ("Terms and Conditions of Use of Secure Identification Credentials") provided in Annex I of this Amendment; and (b) to cause such official to abide by those terms and conditions.

All remaining subsections of Section II of the Disbursement Letter are renumbered accordingly. All other provisions of the said Disbursement Letter remain in full force and effect. The above-mentioned amendment to the Disbursement Letter shall become effective as of the date of this Amendment Letter.

For the purpose of designating authorized signatories to use SIDC and to sign and deliver Applications electronically, please submit a revised Supplementary Authorization Letter for Electronic Disbursement Request, in the format provided in Annex II of this Amendment Letter. Upon receipt by the World Bank of the Supplementary Authorization Letter for Electronic Disbursement Request, the World Bank will register as users of Client Connection all persons who are authorized by the Borrower to sign Applications for the Loan, and will provide those persons with SIDC. If the Borrower would like to change the persons currently authorized to sign Applications for the Loan, please submit a revised Authorized Signatory Letter, in the format provided in Annex III of this Amendment.

Regards,

[Signature]

Jose C. Janeiro
Senior Finance Officer
Loan Department
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
Prepared by: Jasna Mestnik – CTRLA

Cleared with and cc: Fabiola Altimari - Country Lawyer - LEGLE
Olivera Jordanovic - Task Team Leader – ECSEN

Cc with copies: Agency for Real Estate Cadastre
Ul Trifun Hadzi Janev br. 4
Skopje 1000

Ministry of Finance – Authority for Legal and Property Affairs
Dame Gruev 14
Skopje 1000
Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation

March 1, 2013

The World Bank (Bank)\(^1\) will provide secure identification credentials (SIDC) to permit the Borrower\(^2\) to deliver applications for withdrawal and applications for special commitments under the Agreement(s) and supporting documentation (such applications and supporting documentation together referred to in these Terms and Conditions of Use as Applications) to the Bank electronically, on the terms and conditions of use specified herein.

SIDC can be either: (a) hardware-based (Physical Token), or (b) software-based (Soft Token). The Bank reserves the right to determine which type of SIDC is most appropriate.

A. Identification of Users.

1. The Borrower will be required to identify in a completed Authorized Signatory Letter (ASL) duly delivered to and received by the Bank each person who will be authorized to deliver Applications. The Bank will provide SIDC to each person identified in the ASL (Signatory), as provided below. The Borrower shall also immediately notify the Bank if a Signatory is no longer authorized by the Borrower to act as a Signatory.

2. Each Signatory must register as a user on the Bank’s Client Connection (CC) website (https://clientconnection.worldbank.org) prior to receipt of his/her SIDC. Registration on CC will require that the Signatory establish a CC password (CC Password). The Signatory shall not reveal his/her CC Password to anyone or store or record the CC Password in written or other form. Upon registration as a CC user, the Signatory will be assigned a unique identifying account name.

B. Initialization of SIDC.

1. Prior to initialization of SIDC by a Signatory, the Signatory will acknowledge having read, understood and agreed to be bound by these Terms and Conditions of Use.

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\(^{1}\)“Bank” includes IBRD and IDA.

\(^{2}\)“Borrower” includes the borrower of an IBRD loan, IDA credit, or Project Preparation Facility advance and the recipient of a grant.
2. Where a Physical Token is to be used, promptly upon receipt of the Physical Token, the Signatory will access CC using his/her account name and CC Password and register his/her Physical Token and set a personal identification number (PIN) to be used in connection with the use of his/her Physical Token, after which the Physical Token will be initialized for use by the Signatory exclusively for purposes of delivering Applications. Where a Soft Token is to be used, the Signatory will access CC using his/her account name and CC Password and set a personal identification number (PIN) to be used in connection with the use of his/her Soft Token, after which the Soft Token will be initialized for use by the Signatory exclusively for purposes of delivering Applications. Upon initialization of the SIDC, the Signatory will be a “SIDC User”. The Bank will maintain in its database a user account (Account) for each SIDC User for purposes of managing the SIDC of the SIDC User. Neither the Borrower nor the SIDC User will have any access to the Account.

3. Prior to first use of the SIDC by the SIDC User, the Borrower shall ensure that the SIDC User has received training materials provided by the Bank in use of the SIDC.

C. Use of SIDC.

1. Use of the SIDC is strictly limited to use in the delivery of Applications by the SIDC User in the manner prescribed by the Bank in the Agreement(s) and these Terms and Conditions. Any other use of the SIDC is prohibited.

2. The Bank assumes no responsibility or liability whatsoever for any misuse of the SIDC by the SIDC User, other representatives of the Borrower, or third parties.

3. The Borrower undertakes to ensure, and represents and warrants to the Bank (such representation and warranty being expressly relied upon by the Bank in granting SIDC) that each SIDC User understands and will abide by, these Terms and Conditions of Use, including without limitation the following:

4. Security

4.1. The SIDC User shall not reveal his/her PIN to anyone or store or record the PIN in written or other form.

4.2. The SIDC User shall not allow anyone else to utilize his/her SIDC to deliver an Application to the Bank.

4.3. The SIDC User shall always logout from CC when not using the system. Failure to logout properly can create a route into the system that is unprotected.

4.4. If the SIDC User believes a third party has learned his/her PIN or has lost his/her Physical Token he/she shall immediately notify clientconnection@worldbank.org.
4.5. The Borrower shall immediately notify the Bank at clientconnection@worldbank.org of any lost, stolen or compromised SIDC, and take other reasonable steps to ensure such SIDC are disabled immediately.

5. Reservation of Right to Disable SIDC

5.1. The Borrower shall reserve the right to revoke the authorization of a SIDC User to use a SIDC for any reason.

5.2. The Bank reserves the right, in its sole discretion, to temporarily or permanently disable a SIDC, de-activate a SIDC User’s Account or both.

6. Care of Physical Tokens

6.1. Physical Tokens will remain the property of the Bank.

6.2. The Bank will physically deliver a Physical Token to each Signatory designated to receive one in a manner to be determined by and satisfactory to the Bank.

6.3. Physical Tokens contain delicate and sophisticated instrumentation and therefore should be handled with due care, and should not be immersed in liquids, exposed to extreme temperatures, crushed or bent. Also, Physical Tokens should be kept more than five (5) cm from devices that generate electromagnetic radiation (EMR), such as mobile phones, phone-enabled PDAs, smart phones and other similar devices. Physical Tokens should be carried and stored separate from any EMR device. At close range (less than 5 cm), these devices can output high levels of EMR that can interfere with the proper operation of electronic equipment, including the Physical Token.

6.4. Without derogating from these Terms and Conditions of Use, other technical instructions on the proper use and care of Physical Tokens are available at http://www.rsa.com.

7. Replacement

7.1. Lost, damaged, compromised (in terms of 4.5, above) or destroyed Physical Tokens will be replaced at the expense of the Borrower.

7.2. The Bank reserves the right, in its sole discretion, not to replace any Physical Token in the case of misuse, or not to reactivate a SIDC User’s Account.
Annex [2]

Form of Authorized Signatory Letter
[Letterhead]
Ministry of Finance
Dame Gruev 14
1000 Skopje
Macedonia

[DATE]

The World Bank
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Attention: [Country Director]

Re: Supplementary Authorization Letter for Electronic Disbursement Request
Loan No. 7928-MK (Real Estate Cadastre and Registration Project – Additional Financing)

I refer to the Amendment Letter dated __________, ("Amendment Letter"), amending
the letter titled Additional Instructions: Disbursement ("Disbursement Letter") for the Loan
extended to Former Yugoslav Republic of Macedonia ("Borrower"), providing additional
instructions for the electronic signing and delivery of applications for withdrawal and/or for
special commitment ("Applications"). I also refer to the Authorized Signatory Letters
submitted to the World Bank in respect of said Loan, authorizing designated persons to sign, on
behalf of the Borrower, Applications under said Loan.

For the purpose of delivering an Application to the World Bank, [each] [any two/three]
of the persons whose authenticated specimen signatures appears in the Authorized Signatory
Letter for said Loan as referred to above is authorized on behalf of the Borrower, acting
[individually] [jointly], to deliver Applications for withdrawal under the respective Loan, and
evidence in support thereof, including by electronic means, on the terms and conditions
specified by the World Bank (including the Terms and Conditions of Use of Secure Identification
Credentials in connection with Use of Electronic Means to Process Applications and Supporting
Documentation ("Terms and Conditions of Use of SIDC"), which have been provided by the
Borrower to such person(s)).

This Authorization supplements each current Authorized Signatory Letter in the World
Bank records with respect to said Loan in reference.

Yours truly,

/ signed /

[Position]
Annex [3]

Form of Authorized Signatory Letter

[Letterhead]
Ministry of Finance
Dame Gruev 14
1000 Skopje
Macedonia

[DATE]

The World Bank
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Attention: [Country Director]

Re: Loan No. 7928-MK (Real Estate Cadastre and Registration Project – Additional Financing)

I refer to the Loan Agreement ("Agreement") between the International Bank for Reconstruction and Development (the "Bank") and Former Yugoslav Republic of Macedonia (the "Borrower"), dated September 24, 2010, providing the above Loan. For the purposes of Section 2.03 of the General Conditions as defined in the Agreement, any [one] of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Borrower to sign applications for withdrawal [and applications for a special commitment] under this Loan.

For the purpose of delivering Applications to the Bank, [each] of the persons whose authenticated specimen signatures appears below is authorized on behalf of the Borrower, acting [individually] [jointly], to deliver Applications, and evidence in support thereof on the terms and conditions specified by the Bank.

[This confirms that the Borrower is authorizing such persons to accept Secure Identification Credentials (SIDC) and to deliver the Applications and supporting documents to

1 Instruction to the Borrower: Stipulate if more than one person needs to sign Applications, and how many or which positions, and if any thresholds apply. Please delete this footnote in final letter that is sent to the Bank.

2 Instruction to the Borrower: Stipulate if more than one person needs to jointly sign Applications, if so, please indicate the actual number. Please delete this footnote in final letter that is sent to the Bank.

3 Instruction to the Borrower: Use this bracket if any one of the authorized persons may sign; if this is not applicable, please delete. Please delete this footnote in final letter that is sent to the Bank.

4 Instruction to the Borrower: Use this bracket only if several individuals must jointly sign each Application; if this is not applicable, please delete. Please delete this footnote in final letter that is sent to the Bank.

5 Instruction to the Borrower: Add this paragraph if the Borrower wishes to authorize the listed persons to accept

[Signature]
the Bank by electronic means. In full recognition that the Bank shall rely upon such representations and warranties, including without limitation, the representations and warranties contained in the Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation ("Terms and Conditions of Use of SIDC"), the Borrower represents and warrants to the Bank that it will cause such persons to abide by those terms and conditions.]

This Authorization replaces and supersedes any Authorization currently in the Bank records with respect to this Agreement.

[Name], [position] Specimen Signature: ____________________________

[Name], [position] Specimen Signature: ____________________________

[Name], [position] Specimen Signature: ____________________________

Yours truly,

/ signed /
[Position]