August 24, 2012

H.E. Kerfalla Yansane
Minister of Economy and Finance
Ministry of Economy and Finance
Conakry, Republic of Guinea

Excelency:

Re: Selected Grants for the Republic of Guinea
(Listed in Annex I)
Amendment of Additional Instructions: Disbursement

We refer to the individual letters titled Additional Instructions: Disbursement (each a "Disbursement Letter" and together the "Disbursement Letters") remitted to you from time to time by the International Development Association (IDA), in its sole capacity in connection with the IDA grants listed in Annex I and in its capacity as trustee of the Food Price Crisis Response Trust Fund in connection with the trust fund grants listed in Annex I, extended to the Republic of Guinea ("Recipient"). We would like to inform you that the Disbursement Letters are each hereby amended to include the following additional instructions:

Section II, Withdrawal of Grant Proceeds, of each Disbursement Letter is amended to include a new subsection (iii) which shall read as follows:

(iii) Electronic Delivery (subsection 3.4). The Recipient may deliver Applications to the World Bank through the World Bank’s Client Connection, web-based portal, by completing Form 2380, which is accessible through Client Connection (http://clientconnection.worldbank.org). Officials of the Recipient may deliver Applications electronically on behalf of the Recipient if they: (a) have been designated in writing by the Recipient, pursuant to the terms of subparagraph (i) of this Section, to sign and deliver Applications by electronic means and to receive secure identification devices ("Tokens") from the World Bank, (b) are registered as users of Client Connection, and (c) have received from the World Bank Tokens for such purpose. This constitutes an additional means of delivering Applications to the World Bank. The Recipient may continue to exercise the option of preparing and delivering Applications in paper format. The World Bank reserves the right, and may in its sole discretion, temporarily or permanently, disallow the electronic delivery of Applications by the Recipient.

(iv) Terms and Conditions of Use of Tokens to Process Applications. By designating authorized signatories to accept Tokens and by choosing to deliver the Applications electronically, the Recipient confirms its agreement to abide by and to cause the
authorized signatories to abide by the Terms and Conditions of Use of Secure Identification Device In Connection With Use of Electronic Means To Process Applications for Withdrawal And Supporting Documentation ("Terms and Conditions of Use of Tokens") provided in Annex II. The Recipient also represents and warrants to the World Bank (and such representations and warranties, including without limitation, the representations and warranties contained in the Terms and Conditions of Use of Tokens, shall be relied upon by the World Bank) that the Recipient shall deliver the Terms and Conditions of Use of Tokens to each authorized signatory and shall cause each authorized signatory to be bound by those terms and conditions.

The subsequent subsections of Section II of each Disbursement Letter are renumbered accordingly. All other provisions of such Disbursement Letters remain unchanged and remain in full force and effect. The above-mentioned amendments to the Disbursement Letters shall become effective as of the date of this Amendment Letter.

For the purpose of designating authorized signatories to accept Tokens and to sign and deliver Applications electronically, please submit a revised Authorized Signatory Letter for the Financements or Grants listed in Annex I of this Amendment Letter, in the format provided in Annex III of this Amendment Letter. Upon receipt by IDA of the revised Authorized Signatory Letter, IDA will register as users of Client Connection all persons who are authorized by the Recipient to sign Applications for the Credits/Grants set forth in Annex I of this Amendment Letter, and will provide those persons with Tokens. If the Recipient would like to change the persons authorized to sign Applications for any of the Financements or Grants concerned, please submit a revised Authorized Signatory Letter, in the format provided in Annex IV of this Amendment Letter, for each relevant Financing or Grant.

Yours sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION
in its sole capacity in connection with the IDA grants listed in Annex I, and
in its capacity as trustee of the Food Price Crisis Response Trust Fund in connection with the trust fund grants listed in Annex I

Ousmane Diagana
Country Director for Guinea
Africa Regiona
Cleared with and cc: Anthony Molle (LEGAF)
### Annex I

<table>
<thead>
<tr>
<th>Serial #</th>
<th>Financer</th>
<th>Loan No</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>IDA</td>
<td>H4330</td>
<td>Additional Financing – Education for All</td>
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<tr>
<td>2</td>
<td>IDA</td>
<td>H2150</td>
<td>West and Central Africa Air Transport Safety and Security Program (Phase II-B)</td>
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<tr>
<td>3</td>
<td>IDA</td>
<td>H2400</td>
<td>Electricity Sector Efficiency Improvement</td>
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<td>4</td>
<td>IDA</td>
<td>H3290</td>
<td>Village Community Support Program (Phase II)</td>
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<td>5</td>
<td>IDA</td>
<td>H3300</td>
<td>Third Urban Development Project (Phase II)</td>
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<td>6</td>
<td>TF</td>
<td>92930</td>
<td>Emergency Food Crisis Response Program – Additional Financing for the Third Urban Development Project (Phase II)</td>
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<tr>
<td>7</td>
<td>TF</td>
<td>92917</td>
<td>Emergency Food Crisis Response Program – Agricultural Productivity Support Project</td>
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</table>
Annex II

Terms and Conditions of Use of Secure Identification Devices in connection with Use of Electronic Means to Process Applications for Withdrawal And Supporting Documentation

The World Bank will provide secure identification devices (Tokens) to permit the Recipient to deliver applications for withdrawal under the Agreements and supporting documentation (such applications and supporting documentation together referred to as Applications) to the World Bank electronically, on the terms and conditions of use specified herein.

A. Identification of Users.

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

2. Each Signatory must register as a user on the World Bank’s Client Connection (CC) website (http://clientconnection.worldbank.org) prior to delivery of Tokens. 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. Distribution, Initialization and Return of Tokens.

1. The World Bank will physically deliver a Token to each Signatory in a manner to be determined by and satisfactory to the World Bank.

2. At the time of delivery of a Token to a Signatory, the Signatory will receive a copy of these Terms and Conditions of Use for purposes of initializing the Token.

3. The World Bank will verify that the Token, Temporary Password and Terms and Conditions of Use have been duly delivered to and received by the CC User.

4. Promptly upon receipt of the Token and Terms and Conditions of Use, the Signatory will access CC using his/her account name and CC Password and register his/her Token and set a personal identification number (PIN) to be used in connection with the use of his/her Token, after which the Token will be initialized for use by the Signatory exclusively for purposes of delivering Applications. Upon initialization of the Token, the Signatory will
be a “Token User”. The World Bank will maintain in its database a user account (Account) for each Token User for purposes of managing the Token of the Token User. Neither the Recipient nor the Token User will have any access to the Account.

5. Prior to first use of the Token by the Token User for delivering Applications, the Recipient shall ensure that the Token User has received training materials provided by the World Bank in use of the Token.

6. Tokens shall be promptly returned to the World Bank upon request of the World Bank.

C. Management of Tokens.

1. Tokens will remain the property of the World Bank.

2. Use of the Token is strictly limited to use in the delivery of Applications by the Token User in the manner prescribed by the World Bank in the Agreements and these Terms and Conditions. Any other use of the Token is prohibited.

3. The World Bank assumes no responsibility or liability whatsoever for any misuse of the Token by the Token User, other representatives of the Recipient, or third parties.

4. The Recipient undertakes to ensure, and represents and warrants to the World Bank (such representation and warranty being expressly relied upon by the World Bank in delivery of a Token to each Token User) that each Token User is provided, understands and will abide by, these Terms and Conditions of Use, including without limitation the following:

Security

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

4.2. The Token User shall not allow anyone else to utilize a Token to deliver an Application to the World Bank.

4.3. The Token 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 Token User believes a third party has learned his/her PIN or has lost his/her Token he/she shall immediately notify clientconnection@worldbank.org.

4.5. The Recipient shall immediately notify the World Bank at clientconnection@worldbank.org of any lost, stolen or compromised Tokens, and take other reasonable steps to ensure such Tokens are disabled immediately.
Care of Tokens

4.6. 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, 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. 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 Token.

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

5. Replacement

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

5.2. The World Bank reserves the right, in its sole discretion, not to replace any Token in the case of misuse, or not to reactivate a Token User’s Account.

6. Reservation of Right to disable Token

6.1. The Recipient shall reserve the right to revoke the authorization of a Token User to use a Token for any reason.

6.2. The World Bank reserves the right, in its sole discretion, to temporarily or permanently disable a Token, de-activate a Token User’s Account or both.
Annex III

Form of Authorized Signatory Letter
[Letterhead]
Ministry of Economy and Finance
[Street address]

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

I refer to the Amendment Letter dated __________, ("Amendment Letter"), amending the individual letters titled Additional Instructions: Disbursement ("Disbursement Letter") for the Credits/Grants extended to the Republic of Benin ("Recipient") listed in Annex I of the Amendment Letter, 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 Bank in respect of each of the Credits/Grants listed in said Annex, authorizing designated persons to sign, on behalf of the Recipient, Applications under each said Credit/Grant.

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 each said Credit/Grant as referred to above is authorized on behalf of the Recipient, acting [individually] [jointly], to deliver Applications for withdrawal under the respective Credit/Grant, and evidence in support thereof, including by electronic means, on the terms and conditions specified by the Bank (including the Terms and Conditions of Use of Secure Identification Devices in connection with Use of Electronic Means to Process Applications for Withdrawal and Supporting Documentation which have been provided by the Recipient to such person(s)).

This Authorization supplements each Authorized Signatory Letter in the World Bank records with respect to the Credits/Grants listed in Annex I of the Amendment Letter.

Yours truly,

/ signed /

[Position]
Form of Authorized Signatory Letter

[Letterhead]
Ministry of Economy and Finance
[Street address]

[DATE]

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

Attention: [Country Director]

Re: [Loan] [Grant] No. ___-___ (__________ Project)

I refer to the [Loan][Grant] Agreement ("Agreement") between the International Bank for Reconstruction and Development (the "Bank") and [name of borrower/recipient] (the "Borrower"/["Recipient"], dated _____, providing the above-listed [Loan][Grant]. [For the purposes of Section 3.04 of the Standard Conditions] as defined in the Agreement, any [one] of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Borrower/Recipient to sign applications for withdrawal [and applications for a special commitment] under this [Loan][Grant].

For the purpose of delivering the Application to the World Bank, [each] [any two/three] of the persons whose authenticated specimen signatures appears below is authorized on behalf of the Recipient, acting [individually] [jointly], to deliver applications for withdrawal, and evidence in support thereof, including by electronic means, on the terms and conditions specified by the Bank (including the Terms and Conditions of Use of Secure Identification Devices in connection with Use of Electronic Means to Process Applications for Withdrawal and Supporting Documentation which have been provided by the Borrower/Recipient to such person(s)).

This Authorization replaces and supersedes any Authorization currently in the World Bank records with respect to [this/these] Agreement(s).

Yours truly,

/ signed /

[Position]
Instruction to the Borrower: Indicate either "Loan" or "Grant" as appropriate, and delete the one which does not apply. More than one Loan or Grant may be included in a single authorization letter.

Instruction to the Borrower: See footnote 1 above.

Instruction to the Borrower: Use "Borrower" in the case of a Loan; use "Recipient" in the case a Grant.

Instruction to the Borrower: See footnote 1 above.

Instruction to the Borrower: Use the following bracketed text only for Loans.

Instruction to the Borrower: Use the following bracketed text only for trust fund grants.

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.

Instruction to the Borrower: See footnote 1 above.