December 3, 2019

Hon. Harry Kuma
Minister of Finance and Treasury
Ministry of Finance and Treasury
PO Box 26, Honiara
Honiara, Solomon Islands

Dear Minister,

IDA Grant No. D202-SB and IDA Credit No. 6086-SB
(Tina River Hydropower Development Project)
Additional Instructions: Disbursement

I refer to the Financing Agreement between Solomon Islands (the “Recipient”) and International Development Association (the “Association”) for the above-referenced project, dated December 6, 2018. The Agreement provides that the Association may issue additional instructions regarding the withdrawal of the proceeds of IDA Grant No. D202-SB and IDA Credit No. 6086-SB (collectively, the “Financing”). This letter (“Disbursement Letter”), as revised from time to time, constitutes the additional instructions and replaces the Disbursement Letter dated December 6, 2018 by revising (a) the Minimum Value of Application and Advance arrangements set forth in section II (v) and (vi) respectively; and (b) Other Disbursement Instructions set forth in section IV below.

The attached Disbursement Guidelines for Investment Project Financing, dated February 2017, (“Disbursement Guidelines”) (Attachment 1), are an integral part of the Disbursement Letter. The manner in which the provisions in the Disbursement Guidelines apply to the Financing is specified below. Sections and subsections in parentheses below refer to the relevant sections and subsections in the Disbursement Guidelines and, unless otherwise defined in this letter, the capitalized terms used have the meanings ascribed to them in the Disbursement Guidelines.

I. Disbursement Arrangements

(i) Disbursement Methods (section 2). The following Disbursement Methods may be used under the Financing:

- Reimbursement
- Advance
- Direct Payment
- Special Commitment

(ii) Disbursement Deadline Date (subsection 3.7). The Disbursement Deadline Date is four (4) months after the Closing Date specified in the Financing Agreement. Any changes to this date will be notified by the Association.

(iii) Disbursement Conditions (subsection 3.8). Please refer to the Disbursement Conditions in the Financing Agreement.

II. Withdrawal of Financing Proceeds
(i) Authorized Signatures (subsection 3.1). An authorized signatory letter in the Form attached (Attachment 2) should be furnished to the Association at the address indicated below providing the name(s) and specimen signature(s) of the official(s) authorized to sign Applications:

The World Bank
Level 19, 14 Martin Place
CML Building
Sydney NSW 2000, Australia

Attention: Country Director

(ii) Applications (subsections 3.2 - 3.3). Please provide completed and signed (a) applications for withdrawal, together with supporting documents, and (b) applications for special commitments, together with a copy of the commercial bank letter of credit, to the address indicated below:

The World Bank
26/F, One Global Place
5th Ave. corner 25th Street
Bonifacio Global City
Taguig City, Philippines

Attention: Loan Department

(iii) Electronic Delivery (subsection 3.4) The Association may permit the Recipient to electronically deliver to the Association Applications (with supporting documents) through the Association’s Client Connection, web-based portal. The option to deliver Applications to the Association by electronic means may be effected if: (a) the Recipient 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 Association for the purpose of delivering such Applications by electronic means; and (b) all such officials designated by the Recipient have registered as users of Client Connection. If the Association agrees, the Association will provide the Recipient 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 Recipient may continue to exercise the option of preparing and delivering Applications in paper form. The Association 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 SIDC to Process Applications. By Designating officials to use SIDC and by choosing to deliver the Applications electronically, the Recipient 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 Attachment 3; and (b) to cause such official to abide by those terms and conditions.

(v) Minimum Value of Applications (subsection 3.5). The Minimum Value of Applications for Direct Payment, Reimbursement and Special Commitment is $40,000 equivalent.

(vi) Advances (sections 5 and 6).
• **Type of Designated Accounts (subsection 5.3):** Three (3) Pooled Designated Accounts will be established for the Project and managed as follows:
  1) **DA-AA:** managed by the Project Company for Disbursement Category 1 (Part 1 of the Project).
  2) **DA-BB:** managed by Solomon Islands Electricity Authority for Disbursement Category 2 (Part 3 of the Project).
  3) **DA-CC:** managed by the Ministry of Mines, Energy and Rural Electrification for Disbursement Category 3 (Part 4 of the Project).

• **Currency of Designated Accounts (subsection 5.4):** USD.

• **Financial Institution at which the Designated Accounts Will Be Opened (subsection 5.5):** A financial institution or commercial bank acceptable to the Association.

• **Ceiling (subsection 6.1):**
  1) **DA-AA:** USD 3 million for IDA Grant No. D202-SB, IDA Credit No. 6086-SB and APIP Grant No. TF0A4843 combined.
  2) **DA-BB:** USD 200,000 for IDA Credit No. 6086-SB.
  3) **DA-CC:** USD 400,000 for IDA Grant No. D202-SB and APIP Grant No. TF0A4843 combined.

**III. Reporting on Use of Financing Proceeds**

(i) **Supporting Documentation (section 4).** Supporting documentation should be provided with each application for withdrawal as set out below:

• **For requests for Reimbursement:**
  o Statement of Expenditure in the form attached (Attachment 4)

• **For reporting eligible expenditures paid from the Designated Account:**
  o Statement of Expenditure in the form attached (Attachment 4)
  o Designated Account Reconciliation Statement in the form attached (Attachment 5) and copy of bank statement

• **For requests for Direct Payment:** Records evidencing eligible expenditures, e.g., copies of receipts, supplier invoices

(ii) **Frequency of Reporting Eligible Expenditures Paid from the Designated Account (subsection 6.3):** Quarterly or more frequent if required.

**IV. Other Disbursement Instructions:**

i) Financing percentage for the Project by IDA financing and APIP grant will be ‘100% of the agreed share specified in the Annual Work Plan and Budgets and quarterly updates.

**V. Other Important Information**

For additional information on disbursement arrangements, please refer to the Disbursement Handbook available on the Association’s public website at [https://www.worldbank.org](https://www.worldbank.org) and its secure
website “Client Connection” at https://clientconnection.worldbank.org. Print copies are available upon request.

If you have not already done so, the Association recommends that you register as a user of the Client Connection website (https://clientconnection.worldbank.org). From this website you will be able to prepare and deliver Applications, monitor the near real-time status of the Financing, and retrieve related policy, financial, and procurement information. All Recipient officials authorized to sign and deliver Applications by electronic means are required to register with Client Connection before electronic delivery can be effected. For more information about the website and registration arrangements, or if you have any queries in relation to the above, please contact the Association by email at AskLoan@WorldBank.org using the above reference.

Yours sincerely,

[Signature]

Aparnaa Somanathan
Acting Country Director
Timor-Leste, Papua New Guinea
& Pacific Islands
East Asia and Pacific Region

Attachments
1. Disbursement Guidelines for Investment Project Financing, dated February 2017
2. Form for Authorized Signatures
4. Form of Statement of Expenditure
5. Form of Designated Account Reconciliation Statement

Cc with copies: Hon. Bradley Tovosia M.P
Minister for Mines, Energy & Rural Electrification
P.O. Box G37
Honiara
SOLOMON ISLANDS

Tina Hydropower Limited
P.O. Box 419
2nd Floor, Alvaro 2.0, Mendana Avenue
Honiara
SOLOMON ISLANDS
Form of Authorized Signatory Letter

[Letterhead]

Ministry of Finance and Treasury

[Street address]

[City] [Country]

[DATE]

The World Bank
Level 19, 14 Martin Place
CML Building
Sydney NSW 2000, Australia

Attention: Michel Kerf
Country Director

Re: IDA Grant No. D202-SB and IDA Credit No. 6086-SB
(Tina River Hydropower Development Project)

I refer to the Financing Agreement ("Agreement") between Solomon Islands (the "Recipient") and International Development Association (the "Association"), dated December 6, 2018, providing the above Financing. 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 Recipient to sign applications for withdrawal and applications for a special commitment under this Financing.

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

[This confirms that the Recipient is authorizing such persons to accept Secure Identification Credentials (SIDC) and to deliver the Applications and supporting documents to the Association by electronic means. In full recognition that the Association shall rely upon such representations and warranties, including without limitation, the representations and warranties contained in the Terms and

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1 Instruction to the Recipient: 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 Association.

2 Instruction to the Recipient: 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 Association.

3 Instruction to the Recipient: 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 Association.

4 Instruction to the Recipient: 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 Association.

5 Instruction to the Recipient: Add this paragraph if the Recipient wishes to authorize the listed persons to accept Secure Identification Credentials and to deliver Applications by electronic means; if this is not applicable, please delete the paragraph. Please delete this footnote in final letter that is sent to the Association.
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 Recipient represents and warrants to the Association that it will cause such persons to abide by those terms and conditions.

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

[Name], [position] Specimen Signature: __________________

[Name], [position] Specimen Signature: __________________

[Name], [position] Specimen Signature: __________________

Yours truly,

/ signed /

[Position]
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.

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

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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.
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.
IBRD-International Bank for Reconstruction and Development

Statement of Expenditures

Payment made during the period from                    to        

The following expenditures have been incurred during the retroactive financing period (please tick)   Yes  No
The following expenditures have been incurred before the closing date of the loan/credit/grant (please tick) Yes  No

<table>
<thead>
<tr>
<th>Item No</th>
<th>Supplier's Name</th>
<th>Brief Description of the expenditure</th>
<th>Prior Review Contract? (YES or NO)</th>
<th>Contract # (Client Connection # for Prior Review contracts)</th>
<th>Contract currency and amount (original + amendment)</th>
<th>Invoice number</th>
<th>Date of payment</th>
<th>Total amount of invoice covered by Application (net of retention)</th>
<th>% Financed by the Bank</th>
<th>Eligible Amount (Col 9 x 10)</th>
<th>Exchange rate</th>
<th>Date of Withdrawal from the Designated Account</th>
<th>Amount Withdrawn from the Designated Account (Col 11/12)</th>
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Supporting documents for this SOE are retained at

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(Inset location)

A separate form should be used for each category.

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<th>ONLY for the Designated Account</th>
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0.00  0.00  TOTAL  0.00
DESIGNATED ACCOUNT RECONCILIATION STATEMENT

IDA Credit/Grant/Co-financing NUMBER
ACCOUNT NUMBER ____________ WITH (BANK) ________________________

1. TOTAL ADVANCED BY WORLD BANK (OR COFINANCIER) $ ________________
2. LESS: TOTAL AMOUNT RECOVERED BY WORLD BANK - $ ________________
3. EQUALS PRESENT OUTSTANDING AMOUNT ADVANCED TO
   THE DESIGNATED ACCOUNT (NUMBER 1 LESS NUMBER 2)= $ ________________

-----------------------------------------------------------------------

4. BALANCE OF DESIGNATED ACCOUNT PER ATTACHED BANK
   STATEMENT AS OF DATE ________________ $ ________________
5. PLUS: TOTAL AMOUNT CLAIMED IN THIS
   APPLICATION NO. ________________ + $ ________________ *
6. PLUS: TOTAL AMOUNT WITHDRAWN AND NOT YET CLAIMED
   REASON: ________________ + $ ________________ *
7. PLUS: AMOUNTS CLAIMED IN PREVIOUS APPLICATIONS
   NOT YET CREDITED AT DATE OF BANK STATEMENTS
   APPLICATION NO. AMOUNT *
   ________________ ________________
   SUBTOTAL OF PREVIOUS
   APPLICATIONS NOT YET CREDITED + $ ________________
8. MINUS: INTEREST EARNED - $ ________________ *
9. TOTAL ADVANCE ACCOUNTED FOR (NO. 4 THROUGH NO. 9) = $ ________________

-----------------------------------------------------------------------

10. EXPLANATION OF ANY DIFFERENCE BETWEEN THE TOTALS APPEARING ON LINES 3 AND 9:
    ___________________________________________________________________
    ___________________________________________________________________

11. DATE: ________________ SIGNATURE: ________________
    TITLE: ________________

* ALL ITEMS SHOULD BE INDICATED ON THE BANK STATEMENT