

Contribution Agreement

Denmark



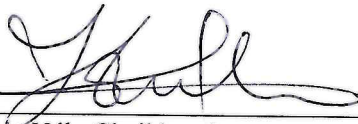
**GREEN
CLIMATE
FUND**

Amendment to the Trust Fund Contribution Agreement among the Green Climate Fund, the International Bank for Reconstruction and Development and the Kingdom of Denmark concerning the Green Climate Fund Trust Fund (MTO No. 069022)


1. Reference is made to the Trust Fund Contribution Agreement among the Green Climate Fund (the "Fund"), the International Bank for Reconstruction and Development (the "Bank"), serving as interim trustee (the "Trustee") of the Green Climate Fund Trust Fund (MTO No. 069022) (the "Trust Fund"), established for the purpose of the Fund, and the Kingdom of Denmark (the "Contributor") dated November 28, 2012, as amended (the "Contribution Agreement").
2. The Trustee and the Fund acknowledge that the Contributor agrees to provide a supplemental contribution in the amount of one hundred and fifty million Danish Kroner (DKK 150,000,000) (the "Supplemental Contribution") as a grant contribution to the Trust Fund in accordance with the terms of this Amendment.
3. The Contributor shall deposit the Supplemental Contribution into the bank account designated by the Trustee in installments in accordance with the following schedule:
 - (a) by December 31, 2014 and upon submission of a payment request by the Trustee, one hundred million Danish Kroner (DKK 100,000,000); and
 - (b) by December 31, 2015 and upon submission of a payment request by the Trustee, fifty million Danish Kroner (DKK 50,000,000).
4. When making any deposit, the Contributor shall instruct its bank to include in the payment details information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Contributor for MTO No. 069022 (Green Climate Fund Trust Fund), and the date of the deposit ("Deposit Instruction").
5. The Trustee shall convert the Supplemental Contribution funds into the holding currency of the Trust Fund, which as at the date of this Amendment is United States dollars, promptly upon receipt of the Supplemental Contribution funds and the Deposit Instruction containing the information specified in paragraph 4 at the exchange rate obtained by the Trustee on the date of the conversion. The Trustee shall hold the Supplemental Contribution funds in the holding currency of the Trust Fund, which may be subsequently modified by the agreement of the Board of the Fund and the Trustee.
6. All other terms of the Contribution Agreement shall remain the same and apply to the Supplemental Contribution.
7. The Trustee shall disclose this Amendment and related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. By entering into this Amendment, the Contributor and the Fund consent to disclosure of this Amendment and related information on this Trust Fund.

8. Each of the parties to this Amendment represents, by confirming its agreement below, that it is authorized to enter into this Amendment and act in accordance with these terms and conditions. The parties are requested to sign and date this Amendment, and upon possession by the Trustee of this fully signed Amendment, this Amendment shall become effective as of the date of the last signature.


GREEN CLIMATE FUND

By:  _____ Date: 10 December 2014
Héla Cheikhrouhou
Executive Director

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT, SERVING AS
THE INTERIM TRUSTEE OF THE GREEN CLIMATE FUND TRUST FUND**

By:  _____ Date: December 8, 2014
Jaehyang So
Director
Trust Funds and Partnerships
Development Finance

KINGDOM OF DENMARK

By:  _____ Date: 15-12-2014
Ambassador, Head of Department
Ministry of Foreign Affairs

Amendment to the Trust Fund Contribution Agreement among the Green Climate Fund, the International Bank for Reconstruction and Development and the Kingdom of Denmark concerning the Green Climate Fund Trust Fund (MTO No. 069022)

1. Reference is made to the Trust Fund Contribution Agreement among the Green Climate Fund (the "Fund"), the International Bank for Reconstruction and Development (the "Bank"), serving as interim trustee (the "Trustee") of the Green Climate Fund Trust Fund (MTO No. 069022) (the "Trust Fund"), established for the purpose of the Fund, and the Kingdom of Denmark (the "Contributor") dated November 28, 2012, as amended (the "Contribution Agreement").

2. The Trustee and the Fund acknowledge that the Contributor agrees to provide a supplemental contribution in the amount of two hundred fifty million Danish Kroner (DKK 250,000,000) (the "Supplemental Contribution") as a grant contribution to the Trust Fund in accordance with the terms of this Amendment.

3. The Contributor shall deposit the Supplemental Contribution into the bank account designated by the Trustee in installments in accordance with the following schedule:

(a) by December 31, 2015 and upon submission of a payment request by the Trustee, fifty million Danish Kroner (DKK 50,000,000); and

(b) by June 30, 2016 and upon submission of a payment request by the Trustee, two hundred million Danish Kroner (DKK 200,000,000).

The Supplemental Contribution is being provided in installments on the basis of financial needs of the Fund, such that if the speed of the implementation of the activities of the Fund makes it necessary either to bring installments forward or to delay them, the installments schedule shall be amended as agreed by the Contributor, the Fund and the Trustee.

4. When making any deposit, the Contributor shall instruct its bank to include in the payment details information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Contributor for MTO No. 069022 (Green Climate Fund Trust Fund), and the date of the deposit ("Deposit Instruction").

5. The Trustee shall convert the Supplemental Contribution funds into the holding currency of the Trust Fund, which as at the date of this Amendment is United States dollars, promptly upon receipt of the Supplemental Contribution funds and the Deposit Instruction containing the information specified in paragraph 4 at the exchange rate obtained by the Trustee on the date of the conversion. The Trustee shall hold the Supplemental Contribution funds in the holding currency of the Trust Fund, which may be subsequently modified by the agreement of the Board of the Fund and the Trustee.

6. All other terms of the Contribution Agreement shall remain the same and apply to the Supplemental Contribution.

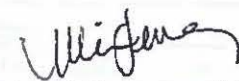
7. The Trustee shall disclose this Amendment and related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. By entering into this Amendment, the Contributor and the Fund consent to disclosure of this Amendment and related information on this Trust Fund.

8. Each of the parties to this Amendment represents, by confirming its agreement below, that it is authorized to enter into this Amendment and act in accordance with these terms and conditions. The parties are requested to sign and date this Amendment, and upon possession by the Trustee of this fully signed Amendment, this Amendment shall become effective as of the date of the last signature.


GREEN CLIMATE FUND

By:  _____ Date: 25 March 2015
Héla Cheikhrouhou
Executive Director

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
SERVING AS THE INTERIM TRUSTEE OF THE GREEN CLIMATE FUND
TRUST FUND**

By:  _____ Date: March 19, 2015
Jaehyang So
Director
Trust Funds and Partnerships
Development Finance

KINGDOM OF DENMARK

By:  _____ Date: 19 March 2015
Morten Elkjær
Head of Department
Ministry of Foreign Affairs