

Contribution Agreement

Principality of Monaco



**GREEN
CLIMATE
FUND**

Trust Fund Contribution Agreement among the Principality of Monaco, acting through its Ministry of Foreign Affairs and Cooperation, the Green Climate Fund, and the International Bank for Reconstruction and Development, serving as the interim trustee of the Green Climate Fund Trust Fund concerning the Green Climate Fund Trust Fund (MTO No. 069022)

1. The Green Climate Fund (“Fund”) and the International Bank for Reconstruction and Development (“Bank”), serving as the interim trustee (“Trustee”) of the Green Climate Fund Trust Fund (MTO No. 069022) (“Trust Fund”), acknowledge that the Principality of Monaco, acting through its Ministry of Foreign Affairs and Cooperation (“Contributor”) agrees to make available to the Trust Fund for the benefit of the Fund the sum of two hundred fifty thousand Euros (EUR 250,000) (“Contribution”) in the form of a Grant Contribution in accordance with the terms of this Contribution Agreement. Capitalized terms used in this Contribution Agreement and not defined herein shall have the meaning given to them in the Standard Provisions Applicable to the Contributions to the Green Climate Fund Trust Fund (the “Standard Provisions”), attached as Annex I to the GCF Trust Fund Agreement (as hereinafter defined).
2. The parties hereto agree that: (a) the Trustee shall administer the Contribution received in the Trust Fund in accordance with the Amended and Restated Agreement on the Terms and Conditions for the Administration of the Green Climate Fund Trust Fund (including all Annexes and Attachments attached thereto, which constitute an integral part thereof), dated April 22, 2015 between the Green Climate Fund and the Trustee, as may be amended from time to time in accordance with its terms (the “GCF Trust Fund Agreement”); and (b) the terms and conditions of the GCF Trust Fund Agreement shall apply to this Contribution Agreement. In case of any inconsistency between this Contribution Agreement and the Standard Provisions, the terms of the Standard Provisions shall prevail.
3. The Contributor confirms that it has received a copy of the GCF Trust Fund Agreement, and acknowledges that the Trustee may receive contributions from other contributors to the Trust Fund, which, together with the Contribution, shall be accounted and administered as a single trust fund, on the terms and conditions specified in paragraph 2 above.
4. In accordance with paragraph 2 of the Standard Provisions, the Contributor shall make payments for the Contribution to the Trust Fund in cash as follows:
 - 4.1 The Contributor shall deposit the Contribution promptly following countersignature of this Contribution Agreement by the Contributor and submission of a payment request by the Trustee.
 - 4.2 Any deposit of cash under paragraph 4.1 above shall be made into the bank account designated by the Trustee.
 - 4.3 When making any deposit of cash, the Contributor shall instruct its bank to include in the payment details information (remittance advice) field of its SWIFT payment message, the deposit instructions which include 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.

5. Any notice, request or other communication to be given or made under this Contribution Agreement shall be in writing in the English language and delivered by mail, facsimile or e-mail to the respective party's address specified below or at any other address as the party may notify in writing to the other parties from time to time:

For the Fund:

Chief Financial Officer
Green Climate Fund Secretariat
G-Tower, 175 Art Center-daero
Yeonsu-gu, Incheon 406-840, Republic of Korea

Tel: + 82 32 458 6075
Fax: + 82 32 458 6094
E-mail: CFO@gcfund.org

For the Trustee:

Director
Trust Funds and Partnerships
Development Finance
The World Bank
1818 H Street, N.W.
Washington, D.C. 20433
U.S.A.

Tel: +1 202-473-7654
Fax: +1 202-522-2447
E-mail: gcfitrustee@worldbank.org

For the Contributor:

Director of International Affairs
Ministry of Foreign Affairs and Cooperation
Ministry of State
Place de la Visitation – BP 522
98000 Monaco

Tel: +377 98 98 19 56
Fax: +377 98 98 19 57
E-mail: dai@gouv.mc

6. This Contribution Agreement may be amended only in writing among the Fund, the Trustee and the Contributor.

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

Thus signed in three (3) original copies.

PRINCIPALITY OF MONACO, ACTING THROUGH ITS MINISTRY OF FOREIGN AFFAIRS AND COOPERATION

By: 

Gilles Tonelli
Minister of Foreign Affairs and Cooperation

Date: May 7, 2015

GREEN CLIMATE FUND

By: 

Héla Cheikhrouhou
Executive Director

Date: 8 May 2015

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

By: 

Jaehyang So
Director
Trust Funds and Partnerships
Development Finance

Date: April 28, 2015

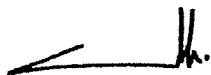
Amendment to the Trust Fund Contribution Agreement among the Principality of Monaco, acting through its Ministry of Foreign Affairs and Cooperation, the Green Climate Fund, and the International Bank for Reconstruction and Development, serving as the interim trustee of the Green Climate Fund Trust Fund, concerning the Green Climate Fund Trust Fund (MTO No. 069022)

1. Reference is made to the Trust Fund Contribution Agreement among the Principality of Monaco, acting through its Ministry of Foreign Affairs and Cooperation (the "Contributor"), the Green Climate Fund (the "Fund") and the International Bank for Reconstruction and Development (the "Bank"), serving as the interim trustee (the "Trustee") of the Green Climate Fund Trust Fund (MTO No. 069022) (the "Trust Fund"), effective as of May 8, 2015 (the "Contribution Agreement").
2. The Fund and the Trustee acknowledge that the Contributor agrees to make available to the Trust Fund for the benefit of the Fund a supplemental contribution in the amount of two hundred fifty thousand Euro (EUR 250,000) (the "Supplemental Contribution") in the form of a Grant Contribution in accordance with the terms of this amendment (the "Amendment"). The capitalized terms used in this Amendment and not defined herein shall have the meaning given to them in the Contribution Agreement.
3. In accordance with paragraph 2 of the Standard Provisions, the Contributor shall make payment for the Supplemental Contribution to the Trust Fund in cash as follows:
 - 3.1 The Contributor shall deposit the Supplemental Contribution promptly following countersignature of this Amendment by the Contributor and submission of a payment request by the Trustee.
 - 3.2 Any deposit of cash under paragraph 3.1 above shall be made into the bank account designated by the Trustee.
 - 3.3 When making any deposit of cash, the Contributor shall instruct its bank to include in the payment details information (remittance advice) field of its SWIFT payment message, the deposit instructions which include 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.
4. All other terms of the Contribution Agreement shall remain the same and apply to the Supplemental Contribution.
5. By entering into this Amendment, the parties consent to disclosure of this Amendment and related information on this Trust Fund in accordance with paragraph 11.1 of the Standard Provisions.

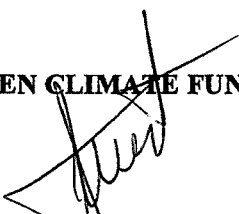
6. Each of the parties to this Amendment represents, by confirming its agreement below, that it is authorized to enter into this Amendment and act in accordance with these terms and conditions. The parties are requested to sign and date this Amendment, and upon possession by the Trustee of this fully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

Thus signed in three (3) original copies.

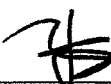
**PRINCIPALITY OF MONACO
ACTING THROUGH ITS MINISTRY OF FOREIGN AFFAIRS AND
COOPERATION**

By:  _____ Date: October 25, 2016
Gilles Tonelli
Minister of Foreign Affairs and Cooperation

GREEN CLIMATE FUND

By:  _____ Date: NOV/2/2016
Javier Manzanares
Executive Director *ad interim*

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

By:  _____ Date: OCTOBER 11, 2016
Jaehyang So
Director
Trust Funds and Partnerships
Development Finance

Amendment to the Trust Fund Contribution Agreement among the Principality of Monaco, acting through its Ministry of Foreign Affairs and Cooperation, the Green Climate Fund, and the International Bank for Reconstruction and Development, serving as the interim trustee of the Green Climate Fund Trust Fund, concerning the Green Climate Fund Trust Fund (MTO No. 069022)

1. Reference is made to the Trust Fund Contribution Agreement among the Principality of Monaco, acting through its Ministry of Foreign Affairs and Cooperation (the "Contributor"), the Green Climate Fund (the "Fund") and the International Bank for Reconstruction and Development (the "Bank"), serving as the interim trustee (the "Trustee") of the Green Climate Fund Trust Fund (MTO No. 069022) (the "Trust Fund"), effective as of May 8, 2015, as amended (the "Contribution Agreement").
2. The Fund and the Trustee acknowledge that the Contributor agrees to make available to the Trust Fund for the benefit of the Fund a supplemental contribution in the amount of five hundred thousand Euro (EUR 500,000) (the "Supplemental Contribution") in the form of a Grant Contribution in accordance with the terms of this amendment (the "Amendment"). The capitalized terms used in this Amendment and not defined herein shall have the meaning given to them in the Contribution Agreement.
3. In accordance with paragraph 2 of the Standard Provisions, the Contributor shall make payment for the Supplemental Contribution to the Trust Fund in cash as follows:
 - 3.1. The Contributor shall deposit the Supplemental Contribution promptly following countersignature of this Amendment by the Contributor and submission of a payment request by the Trustee.
 - 3.2. Any deposit of cash under paragraph 3.1 above shall be made into the bank account designated by the Trustee.
 - 3.3. When making any deposit of cash, the Contributor shall instruct its bank to include in the payment details information (remittance advice) field of its SWIFT payment message, the deposit instructions which include 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.
4. All other terms of the Contribution Agreement shall remain the same and apply to the Supplemental Contribution.
5. By entering into this Amendment, the parties consent to disclosure of this Amendment and related information on this Trust Fund in accordance with paragraph 11.1 of the Standard Provisions.

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6. 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.

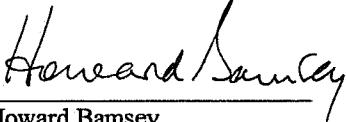
Thus signed in three (3) original copies.

**PRINCIPALITY OF MONACO
ACTING THROUGH ITS MINISTRY OF FOREIGN AFFAIRS AND COOPERATION**


22 FEB. 2017

By:  _____ Date: _____
Gilles Tonelli
Minister of Foreign Affairs and Cooperation

GREEN CLIMATE FUND

By:  _____ Date: 15 March 2017
Howard Bamsey
Executive Director

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

By:  _____ Date: February 6, 2017
Jaehyang So
Director
Trust Funds and Partnerships
Development Finance