Contribution Agreement

Kingdom of Norway
Trust Fund Contribution Agreement among the Norwegian Ministry of Foreign Affairs, 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 Norwegian Ministry of Foreign Affairs ("Contributor") agrees to make available to the Trust Fund for the benefit of the Fund a supplemental contribution in the amount of one billion six hundred million Norwegian Kroner (NOK 1,600,000,000) ("Supplemental 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 also refer to the Trust Fund Contribution Agreement among the Contributor, the Fund and the Trustee concerning the Green Climate Fund Trust Fund (MTO No. 069022), effective as of December 6, 2013, as amended on November 20, 2014, pursuant to which the Contributor has made available contributions to the Trust Fund. The parties hereto agree that with this Supplemental Contribution, the total amount of contributions provided by the Contributor to the Trust Fund shall now aggregate to a sum not exceeding one billion six hundred nine million one hundred thousand Norwegian Kroner (NOK 1,609,100,000) ("Contributions"), all of which are in the form of Grant Contributions and, by virtue of this Contribution Agreement, shall be accounted and administered in accordance with the terms of this Contribution Agreement.

3. The parties hereto agree that: (a) the Trustee shall administer the Contributions 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.

4. 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 Contributions, shall be accounted and administered as a single trust fund, on the terms and conditions specified in paragraph 3 above.

5. In accordance with paragraph 2 of the Standard Provisions, the Contributor shall make payments for the Supplemental Contribution to the Trust Fund in cash as follows:
5.1 The Contributor shall deposit the Supplemental Contribution in annual installments in accordance with the following schedule but subject to paragraph 5.5 below:

(a) promptly following countersignature of this Contribution Agreement by the Contributor and upon submission of a payment request by the Trustee, the amount of four hundred million Norwegian Kroner (NOK 400,000,000); and

(b) on or before 1 September 2016 and upon submission of a payment request by the Trustee, the amount of four hundred million Norwegian Kroner (NOK 400,000,000);

(c) on or before 1 September 2017 and upon submission of a payment request by the Trustee, the amount of four hundred million Norwegian Kroner (NOK 400,000,000); and

(d) on or before 30 April 2018 and upon submission of a payment request by the Trustee, the amount of four hundred million Norwegian Kroner (NOK 400,000,000).

5.2 Any payment to the Trust Fund to be made under this Contribution Agreement is subject to the Contributor’s Parliamentary appropriation.

5.3 Any deposit of cash under paragraph 5.1 above shall be made into the bank account designated by the Trustee.

5.4 When making any such 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 (the “Deposit Instruction”).

5.5 The Supplemental Contribution is being provided in installments on the basis of the documented 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.

6. 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
Yeosu-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: gcfitrusteeworldbank.org

For the Contributor:

Petter Ølberg
Director General
Department for Economic Relations and Development
7, Juni Plassen 1, 0251 Oslo
Norway

Tel: +4722243600
E-mail: post@mfa.no

7. The Contributor may review or evaluate activities financed by the Fund at any time up to six (6) months following the Winding-up Date as set forth in article 4.1 of the Standard Provisions. The Contributor and the Fund shall agree on the scope and conduct of such review or evaluation, and the Fund shall provide all relevant information within the limits of the Fund’s applicable policies and procedures. All associated costs, including any costs incurred by the Fund, shall be borne by the Contributor. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Fund.

8. This Contribution Agreement may be amended only in writing among the Fund, the Trustee and the Contributor.
9. Any dispute, controversy or claim between the Fund and the Contributor arising out of or relating to this Contribution Agreement, which has not been settled pursuant to paragraph 9.1 of the Standard Provisions, shall be submitted to arbitration in accordance with the Arbitration Rules 2012 of the Permanent Court of Arbitration in force on the date hereof, and the following provisions: (a) the number of arbitrators shall be three (3); (b) the place of arbitration shall be Seoul, Republic of Korea; and (c) the language of the arbitral proceedings shall be English. Any arbitral award shall be final and binding upon the Fund and the Contributor. The Fund and the Contributor shall carry out the award without delay. The provisions set forth in this paragraph 9 shall be in lieu of any other procedure for the settlement of disputes between the Fund and the Contributor.

10. 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.

NORWEigan MINISTRY OF FOREIGN AFFAIRS

By: [Signature]  
Petter Ølberg  
Director General  
Date: April 29, 2015

GREEN CLIMATE FUND

By: [Signature]  
Héla Cheikhrouhou  
Executive Director  
Date: 29 April 2015

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

By: [Signature]  
Jaehyang So  
Director  
Trust Funds and Partnerships  
Development Finance  
Date: April 23, 2015
Amendment to the Trust Fund Contribution Agreement among the Norwegian Ministry of Foreign Affairs, the Green Climate Fund, and the International Bank for Reconstruction and Development, serving as the interim trustee of the Green Climate Fund, regarding the Green Climate Fund Trust Fund (MTO No. 069022)

WHEREAS the Norwegian Ministry of Foreign Affairs ("MFA"), 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"), have entered into a Trust Fund Contribution Agreement effective as of April 29, 2015 regarding the Trust Fund (the "Contribution Agreement"). Capitalized terms used in this amendment (the "Amendment") and not defined herein shall have the meaning given to them in the Contribution Agreement.

WHEREAS the MFA has decided to fully transfer all rights and obligations pertaining to MFA under the Contribution Agreement to the Norwegian Agency for Development Cooperation ("NORAD"), and together with MFA, the Fund, and the Trustee, the "Parties" to this Amendment,

WHEREAS MFA has requested the Fund's and the Trustee's acceptance of the change of the counterparty under the Contribution Agreement from MFA to NORAD,

WHEREAS MFA, the Fund, and the Trustee acknowledge the need for amending the Contribution Agreement to reflect MFA's request,

NOW THEREFORE the Parties hereby agree to amend the Contribution Agreement as follows:

1. All rights and obligations pertaining to MFA under the Contribution Agreement are hereby transferred to NORAD. Therefore, all references to the "Norwegian Ministry of Foreign Affairs" and to the "Contributor" in the Contribution Agreement shall mean to refer to the Norwegian Agency for Development Cooperation respectively.

   Accordingly, (i) MFA will have no further rights against, or obligations to, the Fund and the Trustee, and (ii) the Fund and the Trustee will have no further rights against, or obligations to, MFA, in connection with the Contribution Agreement.

2. The contact details for the Contributor in paragraph 6 of the Contribution Agreement are amended to read as follows:

   For the Contributor:
   Norwegian Agency for Development Cooperation - NORAD
   P.O. Box 8034 Dep, NO-0030 Oslo, Norway
   Tel: + 47 23 98 00 00
   Fax: E-mail: postnottak@norad.no

3. All other terms of the Contribution Agreement shall remain the same.

4. 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.
5. 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 four (4) original copies.

For the Norwegian Ministry of Foreign Affairs

[Signature]
Ståle Slettebakken
Director, Section for Energy and Climate

Date: NOVEMBER 15, 2017

For the Norwegian Agency for Development Cooperation

[Signature]
Tale Kvalvaag
Director, Department for Climate, Energy, Environment and Research

Date: 17/11 - 2017

For the Green Climate Fund

[Signature]
Howard Bamsey
Executive Director

Date: 23 NOVEMBER 2017

For the International Bank for Reconstruction and Development, serving as the Interim Trustee of the Green Climate Fund Trust Fund

[Signature]
Dirk Reitermann
Director
Trust Funds and Partner Relations
Development Finance

Date: November 13, 2017

Page 2 of 2  4. Programme Agreement – Addendum
Amendment No. 2 to the Trust Fund Contribution Agreement among the Norwegian Agency for Development 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 (MTN No. 069022)

1. Reference is made to the Trust Fund Contribution Agreement among the Norwegian Agency for Development Cooperation (NORAD or 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 (MTN No. 069022) (the “Trust Fund”), effective as of April 29, 2015, as amended on November 23, 2017 to transfer all rights and obligations of the Contributor from the Norwegian Ministry of Foreign Affairs to NORAD (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 eighty million Norwegian Kroner (NOK 80,000,000) (the “Supplemental Contribution”) in the form of a Grant Contribution in accordance with the terms of this amendment (the “Amendment”). 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 payments 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 MTN 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.

NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION

By: Tale Kvalvaag  
Date: 7/12/2017
Tale Kvalvaag  
Director, Department for Climate, Energy, Environment and Research

GREEN CLIMATE FUND

By:  
Date: 3/4/13/17
Howard Bamsey  
Executive Director

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

By:  
Date: December 6, 2017
Dirk Reinhemberg  
Director  
Trust Funds and Partner Relations  
Development Finance