Contribution Arrangement

United Kingdom of Great Britain and Northern Ireland
Trust Fund Contribution Arrangement among the United Kingdom of Great Britain and Northern Ireland, 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 United Kingdom of Great Britain and Northern Ireland ("Contributor"), acting through the Department of Energy and Climate Change ("DECC") and the Department for International Development ("DFID") has decided to make available to the Trust Fund for the benefit of the Fund a supplemental contribution in the amount of seven hundred and twenty million Pounds Sterling (£720,000,000) ("Supplemental Contribution"), of which five hundred and seventy six million Pounds Sterling (£576,000,000) will be made in the form of a Capital Contribution and one hundred and forty four million Pounds Sterling (£144,000,000) will be made in the form of a Grant Contribution, in accordance with the provisions of this Contribution Arrangement. The Capital Contribution in the amount of two hundred and forty million Pounds Sterling (£240,000,000) will be made by the Contributor through DECC. The Capital Contribution in the amount of three hundred and thirty six million Pounds Sterling (£336,000,000) and the Grant Contribution in the amount of one hundred and forty four million Pounds Sterling (£144,000,000) will be made by the Contributor through DFID. Capitalized terms used in this Contribution Arrangement and not defined herein will 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 signatories hereto also refer to the Trust Fund Contribution Arrangement among the Contributor, the Fund and the Trustee concerning the Green Climate Fund Trust Fund (MTO No. 069022), effective as of March 26, 2013, as supplemented and amended on March 19, 2014, pursuant to which the Contributor has made available contributions to the Trust Fund. The signatories hereto accept that with this Supplemental Contribution, the total amount of contributions provided by the Contributor to the Trust Fund will now aggregate to seven hundred twenty three million Pounds Sterling (£723,000,000) ("Contributions"), comprised of Grant Contribution in the amount of one hundred and forty seven million Pounds Sterling (£147,000,000) and Capital Contribution in the amount of five hundred and seventy six million Pounds Sterling (£576,000,000), all of which, by virtue of this Contribution Arrangement, will be accounted and administered in accordance with the provisions of this Contribution Arrangement.

3. The signatories hereto accept that: (a) the Trustee will 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 provisions (the "GCF Trust Fund Agreement"); and (b) the provisions of the GCF Trust Fund Agreement will apply to this Contribution Arrangement. In case of any inconsistency between this Contribution Arrangement and the Standard Provisions, the provisions of the Standard Provisions will 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, will be accounted and administered as a single trust fund, on the provisions specified in paragraph 3 above.

5. In accordance with paragraph 2 of the Standard Provisions, the Contributor will make payments for the Supplemental Contribution to the Trust Fund through the deposit of promissory notes as follows:

5.1 As a payment for the Supplemental Contribution, the Contributor will deposit with the Bank of England, non-interest bearing promissory notes in the total amount of seven hundred and twenty million Pounds Sterling (GB£ 720,000,000), issued by the Contributor and payable to the Trustee on demand, in instalments in accordance with the following schedule, based on the expected financial needs of the Fund. The instalment schedule may be amended, in line with the financial needs of the Fund (for example if the Fund’s projected pipeline make this necessary), by written agreement of the Contributor, the Trustee, and the Secretariat acting on behalf of the Fund:

<table>
<thead>
<tr>
<th>Instalment</th>
<th>Date</th>
<th>Amount</th>
<th>By</th>
<th>Type of Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>By September 30, 2015</td>
<td>GB£ 80,000,000</td>
<td>DECC</td>
<td>Capital Contribution</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GB£ 160,000,000</td>
<td>DFID</td>
<td>GB£ 112,000,000 as Capital Contribution; and GB£ 48,000,000 as Grant Contribution</td>
</tr>
<tr>
<td>Second</td>
<td>By December 31, 2016</td>
<td>GB£ 80,000,000</td>
<td>DECC</td>
<td>Capital Contribution</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GB£ 160,000,000</td>
<td>DFID</td>
<td>GB£ 112,000,000 as Capital Contribution; and GB£ 48,000,000 as Grant Contribution</td>
</tr>
<tr>
<td>Third</td>
<td>By December 31, 2017</td>
<td>GB£ 80,000,000</td>
<td>DECC</td>
<td>Capital Contribution</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GB£ 160,000,000</td>
<td>DFID</td>
<td>GB£ 112,000,000 as Capital Contribution; and GB£ 48,000,000 as Grant Contribution</td>
</tr>
</tbody>
</table>
5.2 The Contributor will promptly notify the Trustee when each promissory note has been deposited with the Bank of England.

5.3 The Contributor and the Secretariat acting on behalf of the Fund will, acknowledging paragraph 5.5 below, decide on an encashment schedule of the promissory notes deposited under paragraph 5.1 above on the basis of financial needs of the Fund as communicated in writing by the Fund to the Contributor, and will notify the Trustee of such decided encashment schedule and any modifications thereof as far in advance as possible, but no later than fifty-five (55) days prior to the relevant encashment date.

5.4 The promissory notes deposited may be encashed by the Trustee upon receipt of Written Instruction from the Secretariat and the submission of encashment request in writing from the Trustee to the Contributor, to be received no later than forty (40) days prior to the relevant encashment date, subject to paragraph 5.5 below. The Fund will attach to such Written Instruction to the Trustee, information on of the financial needs of the Fund, such as the Fund’s current cash balances and a forecast of expected disbursements, for onward forwarding (without review or verification of the contents thereof by the Trustee) to the Contributor together with the Trustee’s submission of encashment request.

5.5 The signatories hereto acknowledge that as of the date of this Contribution Arrangement, the Bank’s role as the interim trustee of the Trust Fund terminates on April 30, 2018 under paragraph 8.4 of the GCF Trust Fund Agreement. The Trustee will not receive any payments of Contributions or encash any promissory notes if the Bank is not the Trustee of the Trust Fund as of the date of the payment or encashment, in which case the provisions of paragraph 8.6 of the GCF Trust Fund Agreement, paragraph 5.4 of the Standard Provisions and paragraph 5.6 below will apply.

5.6 In the event the Trustee transfers its rights and obligations to a successor trustee of the Fund in accordance with paragraph 8.6 of the GCF Trust Fund Agreement and paragraphs 5.3 and/or 5.4 of the Standard Provisions, as applicable, and if any of the promissory notes deposited by the Contributor under paragraph 5.1 above has not been paid in full, the Contributor and the Fund accept that the Trustee will authorize the Bank of England to return such promissory note(s) to the Contributor for cancellation, pursuant to the provisions of the promissory note(s). Notice of cancellation shall be provided sufficiently in advance of the date of cancellation to allow a replacement promissory note(s), for the sum remaining unpaid thereon with the Bank of England in favor of the successor trustee, to be issued by the Contributor at the same time as cancellation of the original promissory note. The replacement promissory note(s) issued by the Contributor will be in the form and substance acceptable to the Secretariat and the successor trustee.
6. The Fund and the Contributor have jointly decided that, for the purposes of the definition of “Capital Contribution” in paragraph 1.1 of the Standard Provisions, the Fund will use the Capital Contribution to the Trust Fund provided by the Contributor only for financial instruments that result in the creation or purchase of capital assets (land, buildings and machinery) or long term assets, and for financial instruments which generate reflows. In accordance with paragraphs 3.2 and 10.1 of the Standard Provisions, the Trustee will not be responsible in respect of this paragraph.

7. Any notice, request or other communication to be given or made under this Contribution Arrangement will be in writing in the English language and delivered by mail, facsimile or e-mail to the respective signatory’s address specified below or at any other address as the signatory may notify in writing to the other signatories 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: gcftrustee@worldbank.org
For the Contributor:

Abu Zaki  
Department of Energy and Climate Change  
3 Whitehall Place  
London  
SW1A 2AW

Tel: +44 300 068 5300  
E-mail: Abu.zaki@decc.gsi.gov.uk

Kevin Gardner  
Department for International Development  
22 Whitehall  
London  
SW1A 2EG

Tel: +44 207 023 1579  
E-mail: k-gardner@dfid.gov.uk

8. In providing funds under this Contribution Arrangement, the Contributor does not assume any responsibility or liability towards the Fund, the Trustee or any third parties for any claims, debts, demands, damage or loss as a result of the implementation of the activities of the Fund.

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

10. For the purpose of this Contribution Arrangement:  

10.1 all references made in the Standard Provisions to “shall”, “Contribution Agreements”, “Contribution Agreement”, “Loan Agreements” and “Loan Agreement” will have the same meaning as the term “will”, “Contribution Arrangements”, “Contribution Arrangement”, “Loan Arrangements” and “Loan Arrangement”, respectively;

10.2 all references made in paragraph 11 of the Standard Provisions to “parties” will have the same meaning as the term “signatories”; and

10.3 all provisions in the Standard Provisions that indicate an agreement on the part of the Contributor will be read to mean an acceptance by the Contributor.

11. It is understood that this Contribution Arrangement is not an international treaty. It is an administrative arrangement among the Contributor, the Fund and the Trustee. Each of the signatories to this Contribution Arrangement represents, by confirming its acceptance below, that it is authorized to enter into this Contribution Arrangement and act in accordance with its provisions. The signatories are requested to sign and date this Contribution Arrangement, and
upon possession by the Trustee of this fully signed Contribution Arrangement, this Contribution Arrangement will come into effect as of the date of the last signature.

Thus signed in four (4) original copies.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, acting through the Department of Energy and Climate Change (DECC) and the Department for International Development (DFID)

By: Katrina Williams
    Director General, International Science and Resilience, DECC
    Date: 29 April 2015

By: Liz Ditchburn
    Director, Policy Division, DFID
    Date: 29 April 2015

GREEN CLIMATE FUND

By: Hela Cheikhrouhou
    Executive Director
    Date: 30 April 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
Ms. Héla Cheikhrouhou  
Executive Director  
Secretariat of the Green Climate Fund  
Songdo International Business District  
INCHEON, REPUBLIC OF KOREA  

Dear Ms. Cheikhrouhou  

Re: United Kingdom’s contribution to the Green Climate Fund, 2015-2018  

We refer to the Contribution Arrangement dated April 29th 2015 between the United Kingdom of Great Britain and Northern Ireland (acting through the Department of Energy and Climate Change and the Department for International Development) (“UK”), the Green Climate Fund (“Fund”) and the International Bank for Reconstruction and Development, serving as the interim trustee of the Green Climate Fund trust fund, relating to the UK’s £720m contribution to the GCF (“UK Contribution”).  

In approving the UK Contribution, UK Ministers indicated that the UK Contribution should support allocation decisions taken by the Board of the Fund. This includes the decision to maximize engagement with the private sector, including through a significant allocation to the Private Sector Facility (PSF). This letter confirms our understanding therefore that the UK Contribution (as part of all contributions) will be used to support a balance of adaptation and mitigation activities, with a significant allocation to the PSF.  

Whilst we are fully cognisant of the need to stay within both the letter and the spirit of decisions taken by the Board of the Fund, we will consider one third of the UK Contribution as forming part of the significant allocation from all contributions to the PSF. We view this consideration as an expression of the allocation decisions already taken by the Board of the Fund, and reflecting priorities consistently outlined by UK Board members at Fund Board meetings.  

UK ministers approved the UK contribution on the basis of it being 100% ODA-eligible. We are pleased that the OECD-DAC will soon be considering the ODA-eligibility status of the Fund. We expect this issue to be resolved before the UK Contribution is disbursed. If full ODA-eligibility is not secured, the Contributor will engage the Fund regarding the use of the UK contribution to ensure that the UK contribution is fully ODA-compliant and reportable for the 2015 provisional return.  

Regards  

Liz Ditchburn  
Department for International Development  

Katrina Williams  
Department of Energy and Climate Change
Subject: Your letter received on 30 April 2015 regarding the United Kingdom's contribution to the Green Climate Fund, 2015 – 2018

Dear Ms Ditchburn,

Dear Ms Williams,

On behalf of the Green Climate Fund (the Fund), I acknowledge your letter received by email today, the content of which is noted.

I acknowledge the view, set out in your letter, that the United Kingdom's contribution (as part of all contributions made to the Fund) should support allocation decisions taken by the Board of the Fund, including the decision to maximize engagement with the private sector, including through a significant allocation to the Private Sector Facility (PSF). As you know, funding decisions are taken by the Board of the Fund and fall outside the mandate of the Secretariat.

In line with decision B.06/06, the Secretariat will report annually to the Board on the status of resources in respect of the allocation parameters. This includes the respective allocation for mitigation and adaptation activities, and for the Private Sector Facility. The Board has the mandate to make any decisions it considers necessary with regard to the allocation of resources, should this annual report demonstrate that resources were not allocated in line with the allocation decisions already taken.

/—

Green Climate Fund
Songdo International Business District
G-Tower, 175 Art Center-dawo
Yeonsu-gu, Incheon 406-840
Republic of Korea
We acknowledge the view expressed in your letter that the UK contribution needs to be ODA-eligible and look forward to the outcome of the OECD-DAC consideration of this issue.

In accordance with the standard provisions which apply to the contribution made by the United Kingdom, both your letter referred to above and this letter will be published on the Fund’s website.

Yours sincerely,

Héla Cheikhrouhou
Amendment to the Trust Fund Contribution Arrangement among the United Kingdom of Great Britain and Northern Ireland, 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 Arrangement among the United Kingdom of Great Britain and Northern Ireland (the "Contributor"), acting through the Department of Energy and Climate Change ("DECC") and the Department for International Development ("DFID"), 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 April 30, 2015 (the "Contribution Arrangement"). Capitalized terms used in this amendment (the "Amendment") and not defined herein will have the meaning given to them in the Contribution Arrangement.

2. Pursuant to recent discussions among the Contributor, the Fund and the Trustee regarding (a) revisions to the instalment schedule for the Supplemental Contribution set out in the Contribution Arrangement, and (b) the Contributor's decision to designate the Department for Business, Energy and Industrial Strategy ("BEIS") to succeed DECC, and pursuant to paragraph 5.1 of the Contribution Arrangement, the signatories hereby mutually decide to amend the Contribution Arrangement as follows:

a. The instalment schedule in paragraph 5.1 of the Contribution Arrangement is amended to read as follows:

<table>
<thead>
<tr>
<th>Instalment</th>
<th>Date</th>
<th>Amount</th>
<th>By</th>
<th>Type of Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>First (completed)</td>
<td>By September 30, 2015</td>
<td>G$ 80,000,000</td>
<td>BEIS</td>
<td>Capital Contribution</td>
</tr>
<tr>
<td></td>
<td></td>
<td>G$ 160,000,000</td>
<td>DFID</td>
<td>G$ 112,000,000 as Capital Contribution; and G$ 48,000,000 as Grant Contribution</td>
</tr>
<tr>
<td>Second</td>
<td>By December 31, 2016</td>
<td>G$ 80,000,000</td>
<td>BEIS</td>
<td>Capital Contribution</td>
</tr>
<tr>
<td></td>
<td></td>
<td>G$ 60,000,000</td>
<td>DFID</td>
<td>G$ 22,000,000 as Capital Contribution; and G$ 38,000,000 as Grant Contribution</td>
</tr>
<tr>
<td>Third</td>
<td>By December 31, 2017</td>
<td>G$ 80,000,000</td>
<td>BEIS</td>
<td>Capital Contribution</td>
</tr>
<tr>
<td></td>
<td></td>
<td>G$ 130,000,000</td>
<td>DFID</td>
<td>G$ 101,000,000 as Capital Contribution; and G$ 29,000,000 as Grant Contribution</td>
</tr>
<tr>
<td>Fourth</td>
<td>By June 30, 2018</td>
<td>G$ 130,000,000</td>
<td>DFID</td>
<td>G$ 101,000,000 as Capital Contribution; and G$ 29,000,000 as Grant Contribution</td>
</tr>
</tbody>
</table>
b. All references to the "Department of Energy and Climate Change" and "DECC" in the Contribution Arrangement are replaced with "Department for Business, Energy and Industrial Strategy" and "BEIS" respectively.

c. The contact details for the Contributor in respect of DECC in paragraph 7 of the Contribution Arrangement is amended to read as follows:

For the Contributor:

Danielle Gent
Department of Business, Energy and Industrial Strategy, 3 Whitehall Place,
London, SW1A 2AW
Tel: +44 (0) 300 067 1314
E-mail: danielle.gent@beis.gov.uk

3. All other provisions of the Contribution Arrangement will remain the same.

4. By entering into this Amendment, the signatories consent to disclosure of this Amendment and related information on this Trust Fund in accordance with paragraph 11.1 of the Standard Provisions.

[remainder of page intentionally left blank]
5. Each of the signatories to this Amendment represents, by confirming its acceptance below, that it is authorized to enter into this Amendment and act in accordance with its provisions. The signatories are requested to sign and date this Amendment, and upon possession by the Trustee of this fully signed Amendment, this Amendment will come into effect as of the date of the last signature.

Thus signed in four (4) original copies.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
acting through the Department of Business, Energy and Industrial Strategy (BEIS) and the Department for International Development (DFID)

By: Katrina Williams
    Date: 8.12.16
    Director General, International and Growth, BEIS

By: Anna Wechsberg
    Date: 8.12.2016
    Director, Policy Division, DFID

GREEN CLIMATE FUND

By: Javier Manzanares
    Date: Dec/11/2016
    Executive Director ad interim

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

By: Jaehyun So
    Date: December 7, 2016
    Director
    Trust Funds and Partnerships
    Development Finance
Amendment No. 2 to the Trust Fund Contribution Arrangement among the United Kingdom of Great Britain and Northern Ireland, 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 Arrangement among the United Kingdom of Great Britain and Northern Ireland (the “Contributor”), acting through the Department for Business, Energy and Industrial Strategy (“BEIS”) and the Department for International Development (“DFID”), 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 April 30, 2015, as amended (the “Contribution Arrangement”).

2. Pursuant to recent discussions among the Contributor, the Fund and the Trustee regarding revisions to the Contribution Arrangement, the signatories hereby mutually decide to further amend the Contribution Arrangement as follows:

a. Paragraph 1 of the Contribution Arrangement is amended to read as follows:

"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 United Kingdom of Great Britain and Northern Ireland ("Contributor"), acting through the Department for Business, Energy and Industrial Strategy ("BEIS") and the Department for International Development ("DFID") has decided to make available to the Trust Fund for the benefit of the Fund a supplemental contribution in the amount of seven hundred and twenty million Pounds Sterling (GBP 720,000,000) ("Supplemental Contribution"), of which five hundred and seventy-six million Pounds Sterling (GBP 576,000,000) will be made in the form of a Capital Contribution and one hundred and forty-four million Pounds Sterling (GBP 144,000,000) will be made in the form of a Grant Contribution, in accordance with the provisions of this Contribution Arrangement. The Capital Contribution in the amount of three hundred and forty million Pounds Sterling (GBP 340,000,000) will be made by the Contributor through BEIS. The Capital Contribution in the amount of two hundred and thirty-six million Pounds Sterling (GBP 236,000,000) and the Grant Contribution in the amount of one hundred and forty-four million Pounds Sterling (GBP 144,000,000) will be made by the Contributor through DFID. Capitalized terms used in this Contribution Arrangement and not defined herein will 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)."

b. The instalment schedule in paragraph 5.1 of the Contribution Arrangement is amended to read as follows:
<table>
<thead>
<tr>
<th>Instalment</th>
<th>Date</th>
<th>Amount</th>
<th>By</th>
<th>Type of Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>First (completed)</td>
<td>By September 30, 2015</td>
<td>GBE 80,000,000</td>
<td>BEIS</td>
<td>Capital Contribution</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GBE 160,000,000</td>
<td>DFID</td>
<td>GBE 112,000,000 as Capital Contribution; and GBE 48,000,000 as Grant Contribution</td>
</tr>
<tr>
<td>Second (completed)</td>
<td>By December 31, 2016</td>
<td>GBE 101,720,039</td>
<td>BEIS</td>
<td>Capital Contribution</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GBE 60,000,000</td>
<td>DFID</td>
<td>GBE 22,000,000 as Capital Contribution; and GBE 38,000,000 as Grant Contribution</td>
</tr>
<tr>
<td>Third (completed)</td>
<td>By September 30, 2017</td>
<td>GBE 55,000,000</td>
<td>BEIS</td>
<td>Capital Contribution</td>
</tr>
<tr>
<td>Fourth</td>
<td>By December 31, 2017</td>
<td>GBE 67,816,389</td>
<td>BEIS</td>
<td>Capital Contribution</td>
</tr>
<tr>
<td>Fifth</td>
<td>By June 30, 2018</td>
<td>GBE 35,463,572</td>
<td>BEIS</td>
<td>Capital Contribution</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GBE 160,000,000</td>
<td>DFID</td>
<td>GBE 102,000,000 as Capital Contribution; and GBE 58,000,000 as Grant Contribution</td>
</tr>
</tbody>
</table>

The address of the Contributor in respect of BEIS in paragraph 7 of the Contribution Arrangement is amended to read as “1 Victoria Street, London, SW1H 0ET”.

3. All other provisions of the Contribution Arrangement will remain the same.

4. By entering into this Amendment, the signatories consent to disclosure of this Amendment and related information on this Trust Fund in accordance with paragraph 11.1 of the Standard Provisions.

[remainder of page intentionally left blank]
5. Each of the signatories to this Amendment represents, by confirming its acceptance below, that it is authorized to enter into this Amendment and act in accordance with its provisions. The signatories are requested to sign and date this Amendment, and upon possession by the Trustee of this fully signed Amendment, this Amendment will come into effect as of the date of the last signature.

Thus signed in four (4) original copies.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
acting through the Department of Business, Energy and Industrial Strategy (BEIS) and the Department for International Development (DFID)

By: Samantha Beckett
   Director General, International, Growth & Analysis, BEIS
   Date: 20/12/2017

By: Anna Wechaberg
   Director, Policy Division, DFID
   Date: 20/12/2017

GREEN CLIMATE FUND

By: Howard Bamsey
   Executive Director
   Date: 22/12/2017

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

By: Dirk Reinermann
   Director
   Trust Funds and Partner Relations
   Development Finance
   Date: December 19, 2017
Amendment No. 3 to the Trust Fund Contribution Arrangement among the United Kingdom of Great Britain and Northern Ireland, 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 Arrangement among the United Kingdom of Great Britain and Northern Ireland (the "Contributor"), acting through the Department for Business, Energy and Industrial Strategy ("BEIS") and the Department for International Development ("DFID"), 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 April 30, 2015, as amended (the "Contribution Arrangement").

2. Pursuant to recent discussions among the Contributor, the Fund and the Trustee regarding revisions to the Contribution Arrangement, the signatories hereby mutually decide to further amend the Contribution Arrangement as follows:

a. Paragraph 1 of the Contribution Arrangement is amended to read as follows:

"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 United Kingdom of Great Britain and Northern Ireland ("Contributor"), acting through the Department for Business, Energy and Industrial Strategy ("BEIS") and the Department for International Development ("DFID") has decided to make available to the Trust Fund for the benefit of the Fund a supplemental contribution in the amount of seven hundred and twenty million Pounds Sterling (GBP 720,000,000) ("Supplemental Contribution"), of which five hundred sixty-nine million and five hundred thousand Pounds Sterling (GBP 569,500,000) will be made in the form of a Capital Contribution and one hundred fifty million and five hundred thousand Pounds Sterling (GBP 150,500,000) will be made in the form of a Grant Contribution, in accordance with the provisions of this Contribution Arrangement. The Capital Contribution in the amount of three hundred thirty-three million and five hundred thousand Pounds Sterling (GBP 333,500,000) and the Grant Contribution in the amount of six million five hundred thousand Pounds Sterling (GBP 6,500,000) will be made by the Contributor through BEIS. The Capital Contribution in the amount of two hundred and thirty-six million Pounds Sterling (GBP 236,000,000) and the Grant Contribution in the amount of one hundred and forty-four million Pounds Sterling (GBP 144,000,000) will be made by the Contributor through DFID. Capitalized terms used in this Contribution Arrangement and not defined herein will 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).

b. The instalment schedule in paragraph 5.1 of the Contribution Arrangement is amended to read as follows:
<table>
<thead>
<tr>
<th>Instalment</th>
<th>Date</th>
<th>Amount</th>
<th>By</th>
<th>Type of Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>By September 30, 2015</td>
<td>GHS 80,000,000</td>
<td>BEIS</td>
<td>Capital Contribution</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GHS 160,000,000</td>
<td>DFID</td>
<td>GHS 112,000,000 as Capital Contribution; and GHS 48,000,000 as Grant Contribution</td>
</tr>
<tr>
<td>Second</td>
<td>By December 31, 2016</td>
<td>GHS 101,720,039</td>
<td>BEIS</td>
<td>Capital Contribution</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GHS 60,000,000</td>
<td>DFID</td>
<td>GHS 22,000,000 as Capital Contribution; and GHS 38,000,000 as Grant Contribution</td>
</tr>
<tr>
<td>Third</td>
<td>By September 30, 2017</td>
<td>GHS 55,000,000</td>
<td>BEIS</td>
<td>Capital Contribution</td>
</tr>
<tr>
<td>Fourth</td>
<td>By December 31, 2017</td>
<td>GHS 67,816,389</td>
<td>BEIS</td>
<td>Capital Contribution</td>
</tr>
<tr>
<td>Fifth</td>
<td>By March 31, 2018</td>
<td>GHS 30,900,000</td>
<td>BEIS</td>
<td>GHS 24,400,000 as Capital Contribution; and GHS 6,500,000 as Grant Contribution</td>
</tr>
<tr>
<td>Sixth</td>
<td>By June 30, 2018</td>
<td>GHS 4,563,572</td>
<td>BEIS</td>
<td>Capital Contribution</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GHS 160,000,000</td>
<td>DFID</td>
<td>GHS 102,000,000 as Capital Contribution; and GHS 38,000,000 as Grant Contribution</td>
</tr>
</tbody>
</table>

3. All other provisions of the Contribution Arrangement will remain the same.

4. By entering into this Amendment, the signatories consent to disclosure of this Amendment and related information on this Trust Fund in accordance with paragraph 11.1 of the Standard Provisions.

[remainder of page intentionally left blank]
5. Each of the signatories to this Amendment represents, by confirming its acceptance below, that it is authorized to enter into this Amendment and act in accordance with its provisions. The signatories are requested to sign and date this Amendment and upon possession by the Trustee of this fully signed Amendment, this Amendment will come into effect as of the date of the last signature.

Thus signed in four (4) original copies.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
acting through the Department of Business, Energy and Industrial Strategy (BEIS) and the Department for International Development (DFID)

By: [Signature] Date: 21/03/2018
Samantha Beckett
Director General, International, Growth & Analysis, BEIS

By: [Signature] Date: 21/03/2018
Anna Wechsberg
Director, Policy Division, DFID

GREEN CLIMATE FUND

By: [Signature] Date: 19/02/18
Howard Bartley
Executive-Director

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

By: [Signature] Date: 19/02/18
Dirk Reimermann
Director
Trust Funds and Partner Relations
Development Finance