

Contribution Agreement

Government of Japan



**GREEN
CLIMATE
FUND**

Trust Fund Contribution Arrangement among the Government of Japan, 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 the intention of the Government of Japan (“Contributor”) to make available to the Trust Fund for the benefit of the Fund a contribution in the amount of one hundred fifty four billion twenty eight million six hundred fifty five thousand Japanese Yen (JPY 154,028,655,000) (“Contribution”) in the form of a Grant Contribution in accordance with the provisions of this Contribution Arrangement. 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 Contributor, the Fund and the Trustee accept that: (a) the Trustee will 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 Fund and the Trustee, as may be modified 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.
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, will be accounted and administered as a single trust fund, on the provisions specified in paragraph 2 above.
4. In accordance with paragraph 2 of the Standard Provisions, the Contributor will make payments for the Contribution to the Trust Fund through the deposit of promissory notes as follows:
 - 4.1 The Contributor will deposit with the Bank of Japan, non-interest bearing promissory notes in the total amount of one hundred fifty four billion twenty eight million six hundred fifty five thousand Japanese Yen (JPY 154,028,655,000), issued by the Contributor through its Ministry of Finance and payable to the Trust Fund for the benefit of the Fund on demand, in installments in accordance with the following schedule:

- (a) on or before December 31, 2015 and upon submission of a payment request by the Trustee, the amount of thirty eight billion five hundred seven million one hundred sixty three thousand seven hundred fifty Japanese Yen (JPY 38,507,163,750);
- (b) on or before December 31, 2016 and upon submission of a payment request by the Trustee, the amount of thirty eight billion five hundred seven million one hundred sixty three thousand seven hundred fifty Japanese Yen (JPY 38,507,163,750);
- (c) on or before December 31, 2017 and upon submission of a payment request by the Trustee, the amount of thirty eight billion five hundred seven million one hundred sixty three thousand seven hundred fifty Japanese Yen (JPY 38,507,163,750); and
- (d) on or before April 30, 2018 and upon submission of a payment request by the Trustee, the amount of thirty eight billion five hundred seven million one hundred sixty three thousand seven hundred fifty Japanese Yen (JPY 38,507,163,750).

4.2 The Contributor will promptly notify the Trustee when each promissory note has been deposited with the Bank of Japan.

4.3 The Contributor and the Fund will, acknowledging paragraph 4.5 below, decide on an encashment schedule of the promissory notes deposited under paragraph 4.1 above, whereby an indicative encashment schedule is set out in Attachment I. Notwithstanding paragraph 6 below, the Contributor and the Fund may at any time modify such indicative encashment schedule in writing and will notify the Trustee of any such modifications as far in advance as possible, but no later than fifteen (15) days prior to the relevant encashment date.

4.4 The promissory notes deposited may be encashed by the Trustee upon receipt of Written Instruction from the Secretariat, subject to paragraph 4.5 below.

4.5 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 4.6 below will apply.

4.6 For the case where the Trustee transfers its entitlements and commitments 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 4.1 above has not been paid in full, the Contributor, the Fund and the Trustee will decide in writing on or before June 30, 2016, on a mutually acceptable process for handling such promissory note(s), which may include the cancellation of such promissory note(s) in exchange for new promissory note(s) issued by the Contributor to the successor trustee.

5. 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: gcfitrustee@worldbank.org

For the Contributor:

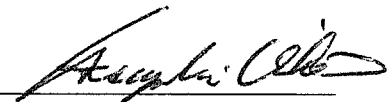
Director
Climate Change Division
International Cooperation Bureau
Ministry of Foreign Affairs
Government of Japan
2-2-1 Kasumigaseki
Chiyoda-ku, Tokyo, 100-8919, Japan

Tel: +81-3-5501-8493
Fax: +81-3-5501-8244
E-mail: climate.focal.point@mofa.go.jp

6. Except as provided for in paragraph 4.3 above, this Contribution Arrangement may be modified only in writing among the Fund, the Trustee and the Contributor.
7. For the purpose of this Contribution Arrangement:
 - 7.1 all references made in the Standard Provisions to “shall”, “agree”, “Contribution Agreements”, “Contribution Agreement”, “Loan Agreements”, “Loan Agreement” and “amend” will be read as the terms “will”, “accept”, “Contribution Arrangements”, “Contribution Arrangement”, “Loan Arrangements”, “Loan Arrangement” and “modify” respectively;
 - 7.2 all references made in paragraph 11 of the Standard Provisions to “parties” will be read as the term “signatories”;
 - 7.3 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; and
 - 7.4 each of the Fund and the Trustee will administer and/or manage the Contribution received in the Trust Fund in a manner always consistent with the Standard Provisions as applied to this Contribution Arrangement pursuant to paragraphs 2, 7.1, 7.2 and 7.3 above.
8. It is understood that this Contribution Arrangement (including the Standard Provisions as applied to this Contribution Arrangement pursuant to paragraphs 2 and 7 above) is an administrative arrangement among the Contributor, the Fund and the Trustee, and is not a treaty. Each of the Contributor, the Fund and the Trustee is requested to sign and date this Contribution Arrangement, and upon possession by the Trustee of this fully signed Contribution Arrangement, this Contribution Arrangement will commence as of the date of the last signature.

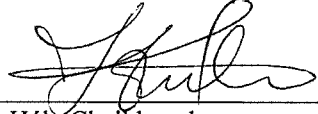
Thus signed in three (3) original copies.

THE GOVERNMENT OF JAPAN

By: 
Atsuyuki Oike
Ambassador, Director-General for Global Issues
Ministry of Foreign Affairs
Government of Japan

Date: 21 / 5 / 2015

GREEN CLIMATE FUND

By: 
Héla Cheikhrouhou
Executive Director

Date: 21 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: May 21, 2015

ATTACHMENT I

GREEN CLIMATE FUND: INDICATIVE ENCASHMENT SCHEDULE
FOR PROMISSORY NOTES

Calendar Year	% of Contribution
2015	6.7%
2016	11.7%
2017	15.6%
2018	12.3%
2019	11.9%
2020	11.9%
2021	11.3%
2022	10.4%
2023	8.2%
Total	100.0%