SECOND SUPPLEMENTARY AGREEMENT TO THE DONOR PARTICIPATION AGREEMENT FOR AN ADDITIONAL CONTRIBUTION (TF071076)

between

Norwegian Agency for Development Cooperation
(“Donor Participant”)

and

International Bank for Reconstruction and Development (“IBRD”)
acting as Trustee (“Trustee”) of the Readiness Fund of the Forest Carbon Partnership Facility (“Readiness Fund”)

1. The Donor Participant and the Trustee have entered into a Donor Participation Agreement dated July 22, 2008 for the participation of the Donor Participant in the Readiness Fund (“Donor Participation Agreement”) of the Forest Carbon Partnership Facility (“FCPF”). The Donor Participation Agreement was amended on December 13, 2013. The Donor Participant and the Trustee also entered into a Supplementary Agreement to the Donor Participation Agreement for an Additional Contribution (the “Supplementary Agreement”), dated March 5, 2009.

2. Unless defined otherwise herein, capitalized terms used in this Second Supplementary Agreement to the Donor Participation Agreement for an Additional Contribution (“Second Supplementary Agreement”), shall have the meaning ascribed to them in the Donor Participation Agreement, as amended.

3. The Donor Participant hereby agrees to make an Additional Contribution in the amount not exceeding NOK 600,000,000 (Norwegian Kroner six hundred million) to the Readiness Fund of the FCPF (TF No.071076) through means specified in paragraphs 5, 6 and 7 below for the planned period of 2014 to 2015.

4. Any transfer into the Readiness Fund to be made under this Supplementary Agreement is subject to there being an appropriation by the Parliament of Norway for funds to make such transfer.

5. The Donor Participant shall deposit the Additional Contribution in annual installments into such bank account as designated by the Trustee in 2014 and 2015 for the FCPF and upon submission of a payment request by the Trustee. A tentative draw-down schedule shall be agreed between the Donor Participant and the Trustee by February 28, 2014 based upon financial needs of the FCPF in the coming 12 month period. If the speed of implementation of the activities financed by the FCPF makes it necessary either to bring payments forward or to delay them, changes in the agreed schedule will be agreed by the Trustee and the Donor Participant.

6. When making the deposit, the Donor Participant shall instruct its bank to include in its payment details (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Donor Participant for TF No.071076, and the date of the deposit. In addition, the Donor Participant shall provide a copy of the Donor Participant’s deposit instruction to the Bank’s Accounting Trust Funds Division by e-mail sent to tfundadvice@worldbank.org or by fax sent to +1-202-614-1315.
7. Upon receiving the Additional Contribution in Norwegian Kroner, the Trustee shall convert the Additional Contribution into US Dollars and deposit the US Dollar amount in the Readiness Fund of the FCPF (TF No. 071076). The exchange rate for converting Norwegian Kroner to US Dollars will be the rate obtained by the Trustee on the date that the Additional Contribution in Norwegian Kroner is converted to US Dollars and deposited in the Readiness Fund.

8. Other terms and provisions regarding the Contribution in the Donor Participation Agreement, as amended, shall also apply to the Additional Contribution.

9. The Donor Participant herewith repeats all representations made in Article VII of the Donor Participation Agreement and warrants that these are still true and accurate as of the date of its signature.

10. This Second Supplementary Agreement shall be executed by the Donor Participant and the Trustee, and will become effective as of the date of the last countersignature.

11. Upon effectiveness, this Second Supplementary Agreement shall become an integral part of the Donor Participation Arrangement. Unless expressly amended or modified by this Second Supplementary Arrangement, all other terms and conditions in the Donor Participation Agreement, as amended, shall remain unchanged and in full force and effect.
IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Second Supplementary Agreement on the date set forth below.

NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION

By: [Signature]

Authorized Representative

Name: Villa Kulild
Title: Director General
Date: 13.12.13

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AS TRUSTEE OF THE READINESS FUND OF THE FOREST CARBON PARTNERSHIP FACILITY

By: [Signature]

Authorized Representative

Name: Simon Whitehouse
Title: Acting Manager, Carbon Finance Unit
Date: 13 December, 2013