Trust Fund Contribution Arrangement among the Government of Canada, acting through the Department of Foreign Affairs, Trade and Development, 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)

WHEREAS the Government of Canada has decided to provide grants to the Green Climate Fund Trust Fund in accordance with and subject to the provisions of this Trust Fund Contribution Arrangement.

NOW, THEREFORE, the signatories hereto hereby agree 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 Government of Canada, acting through the Department of Foreign Affairs, Trade and Development ("Contributor") has decided to make available to the Trust Fund for the benefit of the Fund the sum of one hundred ninety million Canadian Dollars (CAD 190,000,000) ("Contribution"), of which one hundred sixty eight million Canadian Dollars (CAD 168,000,000) will be made in the form of a Grant Contribution and twenty two million Canadian Dollars (CAD 22,000,000) will be made in the form of a Cushion, 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 signatories hereto 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 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.

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 in cash as follows:

4.1 As payment for the Grant Contribution, the Contributor will deposit a Contribution in the amount of one hundred sixty eight million Canadian Dollars (CAD 168,000,000) in installments in accordance with the following schedule:

(a) after April 1, 2016 but on or before March 31, 2017 and upon submission of a payment request by the Trustee, the amount of forty million Canadian Dollars (CAD 40,000,000);
(b) after April 1, 2017 but on or before March 31, 2018 and upon submission of a payment request by the Trustee, the amount of fifty million Canadian Dollars (CAD 50,000,000);

(c) after April 1, 2018 but on or before March 31, 2019 and upon submission of a payment request by the Trustee, the amount of eighteen million Canadian Dollars (CAD 18,000,000), subject to paragraph 4.6 below; and

(d) after April 1, 2019 but on or before April 30, 2019 and upon submission of a payment request by the Trustee, the amount of sixty million Canadian Dollars (CAD 60,000,000), subject to paragraph 4.6 below.

4.2 As payment for the Cushion, subject to paragraphs 4.6 and 5.2 below, the Contributor will deposit a Contribution in the amount of twenty two million Canadian Dollars (CAD 22,000,000), after April 1, 2018 but on or before March 31, 2019 and upon (i) receipt by the Trustee of a Written Instruction from the Secretariat instructing the Trustee to submit a payment request to the Contributor for the payment of the Cushion under this paragraph 4.2 and (ii) submission of a payment request by the Trustee to the Contributor. The Contributor will make efforts to deposit the Cushion before or at the same time as the loan to be provided to the Fund under the Loan Arrangement (as hereinafter defined).

4.3 Any transfer into the Trust Fund to be made under paragraphs 4.1 and 4.2 above is subject to there being an appropriation by the Parliament of Canada for the fiscal year in which such transfer is to be made.

4.4 Any deposit of cash under paragraphs 4.1 and 4.2 above will be made into the bank account designated by the Trustee.

4.5 When making any deposit of cash, the Contributor will 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.

4.6 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 Contribution if the Bank is not the Trustee of the Trust Fund as of the date of the payment, in which case the provisions of paragraph 8.6 of the GCF Trust Fund Agreement and paragraph 5.4 of the Standard Provisions will apply.

5. In providing the Contribution in the amount of twenty two million Canadian Dollars (CAD 22,000,000) under this Contribution Arrangement as a Cushion for non-performing loans, the Fund and the Contributor accepts the following:

5.1 The Cushion provided under this Contribution Arrangement will serve as Canada’s Cushion as defined and described under the Loan Arrangement entered into among the Government of Canada, acting through the Department of Foreign Affairs, Trade and Development as the lender (“Lender”), the Fund and the Trustee, as may be amended from time to time (the “Loan Arrangement”).

-2-
5.2. Any transfer into the Trust Fund to be made as a Cushion is subject to the Loan Arrangement coming into effect, and the Trustee will not submit a payment request to the Contributor for the payment of the Cushion under paragraph 4.2 above unless the Trustee has received a Written Instruction from the Secretariat instructing the Trustee to submit such payment request. In the event that the Loan Arrangement will not have come into effect, the signatories agree that the Contributor may, at its absolute discretion, decide to either: (i) reduce its total Contribution under this Contribution Arrangement to one hundred sixty eight million Canadian Dollars (CAD 168,000,000) in the form of a Grant Contribution; or (ii) upon verification of its authorities, convert all or any portion of the Cushion, up to twenty two million Canadian Dollars (CAD 22,000,000), into a Grant Contribution. The Contributor will submit a written notification to the Fund and the Trustee of its decision. In the event the Contributor decides to reduce its contribution, or to convert all or any portion of the Cushion into a Grant Contribution, as described above, the signatories will amend this Contribution Arrangement in accordance with paragraph 7 below to reflect such decision of the Contributor.

5.3. In accordance with paragraph 3.4 of the Standard Provisions, all or any portion of the Cushion may be converted into a Grant Contribution. If such conversion is made pursuant to paragraph 3.4(b) of the Standard Provisions, the Secretariat and the Contributor will submit a joint written notice to that effect to the Trustee and the Lender. If such conversion is made pursuant to paragraphs 3.4(a) or (c), the Secretariat will submit a written notice to that effect to the Trustee, the Contributor and the Lender.

6. 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 22004, 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

-3-
For the Contributor:

Director General
Food Security and Environment Bureau
Department of Foreign Affairs, Trade and Development
125 Sussex Drive, D1-185
Ottawa, Ontario, K1A 0G2
Canada

Tel: +1 343 203-4725
Fax : +1 613-992-2541
E-mail: Caroline.Leclerc@international.gc.ca

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

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. For the purpose of this Contribution Arrangement:

9.1 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;

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

9.3 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

9.4 all references made in paragraph 5.4 and 8.1 of the Standard Provisions to “obligation(s)”
will have the same meaning as the term “commitment(s)”; all references made in paragraph 5.3 of
the Standard Provisions to “obligation(s)” will be read as “obligation(s)” or “commitment(s)”, as
appropriate.

10. Any dispute, controversy or claim arising out of this Contribution Arrangement between the
signatories will be settled by negotiation or other mutually accepted mode of settlement.

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 three (3) original copies.
GOVERNMENT OF CANADA, ACTING THROUGH THE DEPARTMENT OF FOREIGN AFFAIRS, TRADE AND DEVELOPMENT

By: Diane Jacovella, Assistant Deputy Minister
    Global Issues and Development Branch

Date: December 11, 2015

GREEN CLIMATE FUND

By: Héla Cheikhrouhou, Executive Director

Date: 11 December 2015

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

By: Mei Leng Chang, Acting Director
    Trust Funds and Partnerships
    Development Finance

Date: 18/9/2015