Amendment No. 3 to the Trust Fund Contribution Agreement among the Kingdom of Belgium, acting through its Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation, the Green Climate Fund, and the International Bank for Reconstruction and Development, serving as 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 Agreement among the Kingdom of Belgium, acting through its Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation (the "Contributor"), the Green Climate Fund (the "Fund") and the International Bank for Reconstruction and Development (the "Bank"), serving as trustee (the "Trustee") of the Green Climate Fund Trust Fund (MTO No. 069022) (the "Trust Fund"), effective as of April 5, 2016, as amended (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 sixty million Euros (EUR 60,000,000) (the "Supplemental Contribution") in the form of a Grant Contribution in accordance with the terms of this amendment (the "Amendment"). The 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 payment for the Supplemental Contribution to the Trust Fund in cash as follows:
  - 3.1. The Contributor shall deposit the Supplemental Contribution in installments in accordance with the following schedule:
    - (a) by December 31, 2021 and upon submission of a payment request by the Trustee, EUR 20,000,000;
    - (b) by December 31, 2022 and upon submission of a payment request by the Trustee, EUR 20,000,000; and
    - (c) by December 31, 2023 and upon submission of a payment request by the Trustee, EUR 20,000,000.
  - 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 MTO No. 069022 (Green Climate Fund Trust Fund), and the date of the deposit.
  - 3.4. The parties hereto acknowledge that as of the date of this Amendment, the GCF Trust Fund Agreement is effective until April 11, 2023. The Trustee will not receive any payments of Contributions after such date, and the provisions of paragraph 8.5 of the GCF Trust Fund Agreement and paragraph 5.4 of the Standard Provisions shall apply, unless the GCF Trust Fund Agreement has been extended by mutual agreement of the Fund and the Trustee.

- 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.
- 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.

KINGDOM OF BELGIUM
ACTING THROUGH ITS FEDERAL PUBLIC SERVICE FOREIGN AFFAIRS, FOREIGN
TRADE AND DEVELOPMENT COOPERATION

TRA	DE AND DEVELOPMENT COOPER	ATION	
Ву:	Meryame Kitir Minister of Development Cooperation and Major Cities Policy	Date:	1 6 NOV. 2021
GRE	EN CLIMATE FUND		
By:	Hong Paterson Chief Financial Officer and Director of	Date: Support Services	
	ERNATIONAL BANK FOR RECONS VING AS TRUSTEE OF THE GREEN		
By:	Dirk Reinermann Director Trust Funds and Partner Relations	Date:	21-oct-2021

**Development Finance** 

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mchang1@worldbank.org Manager, Financial Management

World Bank Group

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Katrijn Coppens

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Juichiro Sahara jsahara@gcfund.org

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Minseo Kim

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Security Level: Email, Account Authentication

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Official Documents		•	
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# Electronic Disclosure Statement And Consent for E-Signature with a Relevant World Bank Group Organization [1]

## 1.0 Acknowledgement of Independent Vendor:

A relevant "World Bank Group Organization" means any of the following international organizations established by treaty among its member countries: International Bank for Reconstruction and Development ("IBRD"), International Development Association ("IDA"), International Finance Corporation ("IFC"), Multilateral Investment Guarantee Agency ("MIGA"), and International Centre for Settlement of Investment Disputes ("ICSID").

By checking the 'I agree' box below in this Electronic Disclosure Statement and Consent for E-Signature ("Disclosure Statement and Consent"), you agree and understand that: (1) the e-signature service (the "Service") is not owned or operated by any of the relevant World Bank Group Organizations in any way. Instead, the Service is owned, operated and maintained by an independent vendor; and (2) no relevant World Bank Group Organization is responsible or liable for the services provided by the independent vendor.

## 2.0 Agreement to Terms of Service and Privacy Policy:

When using the Service, you agree and understand that the Service's <u>Terms of Service</u>, including the <u>Service Privacy Policy</u>, will govern your use of e-signature.

## 3.0 Limitation of Liability:

You agree and understand that your use of the Service with a relevant World Bank Group Organization is at your own risk.

You agree and understand that the relevant World Bank Group Organization expressly disclaims all warranties of any kind related to the site, the services and the materials, whether express or implied, including, but not limited to: (1) the implied warranties of merchantability; (2) fitness for a particular purpose; and (3) non-infringement. You agree to be solely responsible for any damage to your computer system or loss of data that results from use of the Service.

In no event will the relevant World Bank Group Organization or its licensors, business partners, contractors, collaborators, partners, agents, employees or the like be liable for any indirect, consequential, incidental, collateral, exemplary, punitive, reliance or special damages (including, without limitation, business interruption or loss of goodwill, data, revenue or profits), even if advised or made aware of the possibility of any such losses or damages and regardless of

whether the claim is based on contract, tort (including negligence, strict liability and willful and/or intentional conduct), warranty, indemnity or other theory of liability.

### 4.0 Remedies and No Warranty:

The relevant World Bank Group Organization makes no warranty that: (1) the Service will meet your requirements; (2) the Service will be uninterrupted, timely, secure or error-free; (3) any results or outcomes from the use of the service will be accurate or reliable; (4) the quality of the Service will meet your expectations; or (5) the Service, or its servers, or communications sent from the any of the relevant World Bank Group Organizations, will be free of viruses or other harmful elements.

You agree and understand that your sole course of action and exclusive remedy for any losses or damages incurred or suffered by you as a result of your use of the Service shall be to terminate your Service account and cease using the Service. Under no circumstances will you have any claim against any of the relevant World Bank Group Organizations for any losses or damages whatsoever arising out of or related to your use of the Service.

#### 5.0 Preservation of Immunities.

Nothing in this Disclosure Statement and Consent shall constitute, be construed, or considered to be, a limitation upon or a waiver, renunciation or modification of any immunities, privileges or exemptions of any of the World Bank Group Organizations accorded under its respective Articles of Agreement, international Convention or any applicable law. Such immunities, privileges or exemptions are specifically reserved.

#### 6.0 Additional Terms:

By checking the 'I agree' box below, you agree and confirm that:

- You understand that this Disclosure Statement and Consent governs only e-signature transactions or arrangements with a relevant World Bank Group Organization which may be subject to additional Service terms;
- · You can access and read this Disclosure Statement and Consent; and
- You can print on paper the Disclosure Statement and Consent or save or send the same to a place where you can print it for future reference and access.
- With respect to IBRD and IDA, you (a) will always keep your e-mail address updated with the Service and follow instructions provided by the relevant World Bank Group Organization to keep your e-mail address updated with the Service as needed; and (b) understand that the minimum system requirements for using the Service may change

over time. The current system requirements are found

here: https://support.docusign.com/guides/signer-guide-signing-system-requirements

[1] This Electronic Disclosure Statement and Consent for E-Signature with a relevant World Bank Group Organization is to be used on a specific **transactional basis** and does not in any way or form purport to create an ongoing contractual relationship between the user of the Service, the independent vendor and any of the relevant World Bank Group Organizations.

In Process