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Executive Committee of
the Multilateral Fund for the
Implementation of the Montreal Protocol

Fourteenth Meeting
Nairobi, 29-30 September 1994

Addendum

CONTRIBUTIONS IN ARREARS AND PROMISSORY NOTES (REPORT FROM THE TREASURER)

This document consists of Annex IX.

FORM OF NOTIFICATION FOR DEPOSIT OF NOTES
TO INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AS TRUSTEE OF THE OZONE PROJECTS TRUST FUND

Director, Resource Mobilization Department
International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433

Re: Montreal Protocol Multilateral Fund Note Deposit

1. With reference to paragraph 6 of Article 10 of the amended Montreal Protocol on Substances that Deplete the Ozone Layer ("Montreal Protocol") and paragraph 9 of the Agreement between the Executive Committee of the Multilateral Fund for the Implementation of the Montreal Protocol and the International Bank for Reconstruction and Development ("IBRD") effective July 9, 1991, _____ hereby notifies IBRD as Trustee

[Name of Party]

of the Ozone Projects Trust Fund of its deposit of non-negotiable, non-interest-bearing demand notes of _____, denominated

[Name of Obligor of the Notes]

in USD _____ in the aggregate principal amount of USD _____, representing a portion of its contribution to the Multilateral Fund.

2. _____ represents that the notes:

[Name of Party]

- (a) are duly executed and delivered in accordance with applicable laws and regulations;
- (b) having been signed on behalf of _____
[Name of Party or other Obligor]
and received by the Depository, constitute valid and binding obligations of _____ in accordance with
[Name of Party or other Obligor]
their terms; and
- (c) may be lawfully held by the Depository for the account of and subject to the order of IBRD.

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Where the Participant is a member of IBRD, the notes are to be issued by the Government of the Participant, or the depository designated by it. If the Participant is not a member of IBRD, notes are to be issued by an official entity acceptable to IBRD.

3. _____ guarantees all assets of the Ozone
[Name of Party]
Projects Trust Fund deriving from payment under Notes deposited herewith
against loss resulting from failure or default on the part of the Depository
designated by it.

Yours sincerely,

[Name of Party]

Dated: _____

By: _____
[Signature and Title of
Authorized Official] 2

FORM OF NOTE
TO INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AS TRUSTEE OF THE OZONE PROJECTS TRUST FUND

1. In fulfillment of the obligation of _____
[Name of Party]
under paragraph 6 of Article 10 of the amended Montreal Protocol on Substances that Deplete the Ozone Layer ("Montreal Protocol") and paragraph 9 of the Agreement between the Executive Committee of the Multilateral Fund for the Implementation of the Montreal Protocol and the International Bank for Reconstruction and Development ("IBRD") effective July 9, 1991,
[Name of Obligor of the Note], hereby promises to pay IBRD, as Trustee of the Ozone Projects Trust Fund, on demand the sum of USD _____
[Specify principal amount of the Note]
2. This sum shall be paid, in full or in part, on demand to the account specified by IBRD with _____ on receipt of
[Specify the depository or bank designated by the Party]
notification made by IBRD in writing, or duly authenticated cable, telex, facsimile or other electronic communication addressed to _____
[Specify department or officer to receive demand]. If payment of a part only of the above sum shall be made, a notation of such payment shall be endorsed on the reverse of this note or, at the option of IBRD, a new note, in substantially the same form as this note, for the sum remaining unpaid hereon shall be executed and delivered in substitution for this note.
3. The obligation of the undersigned to pay to IBRD the amount represented by this note shall only be discharged by payment to IBRD of the designated amount in United States dollars and only to the extent of such payment.
4. This note is non-negotiable and non-interest bearing.

[Name of the Obligor]

Dated: _____

By: _____
[Signature and title of official
authorized to sign on behalf of Obligor]

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(NON-USD FORM)

FORM OF NOTIFICATION FOR DEPOSIT OF NOTES
TO INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AS TRUSTEE OF THE OZONE PROJECTS TRUST FUND

Director, Resource Mobilization Department
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1818 H Street, N.W.
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Re: Montreal Protocol Multilateral Fund Note Deposit

1. With reference to paragraph 6 of Article 10 of the amended Montreal Protocol on Substances that Deplete the Ozone Layer ("Montreal Protocol") and paragraph 9 of the Agreement between the Executive Committee of the Multilateral Fund for the Implementation of the Montreal Protocol and the International Bank for Reconstruction and Development ("IBRD") effective July 9, 1991, _____ hereby notifies IBRD as Trustee
[Name of Party]
of the Ozone Projects Trust Fund of its deposit of non-negotiable, non-interest-bearing demand notes of _____, denominated
[Name of Obligor of the Notes]
in USD _____ in the aggregate principal amount of USD _____, such amount representing a portion of its contribution to the Multilateral Fund, which may be paid in _____ on one or more dates
[Currency agreed with IBRD]
as determined by IBRD. Each such payment in _____ shall be equal to
[Such currency]
the value of _____ in United States dollars on the date of payment
[Such currency]
as determined by the Trustee.

2. _____ represents that the notes;
[Name of Party]
- (a) are duly executed and delivered in accordance with applicable laws and regulations;
 - (b) having been signed on behalf of _____
[Name of Party or other Obligor]

¹ Where the Participant is a member of IBRD, the notes are to be issued by the Government of the Participant, or the depository designated by it. If the Participant is not a member of IBRD, notes are to be issued by an official entity acceptable to IBRD.

and received by the Depository, constitute valid and binding obligations of [Name of Party or other Obligor] in accordance with their terms; and

- (c) may be lawfully held by the Depository for the account of and subject to the order of IBRD.

3. [Name of Party] guarantees all assets of the Ozone Projects Trust Fund deriving from payment under Notes deposited herewith against loss resulting from failure or default on the part of the Depository designated by it.

Yours sincerely,

[Name of Party]

Dated: _____

By: [Signature and Title of
Authorized Official] 2

FORM OF NOTE
TO INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AS TRUSTEE OF THE OZONE PROJECTS TRUST FUND

1. In fulfillment of the obligation of _____
[Name of Party]
under paragraph 6 of Article 10 of the amended Montreal Protocol on Substances that Deplete the Ozone Layer ("Montreal Protocol") and paragraph 9 of the Agreement between the Executive Committee of the Multilateral Fund for the Implementation of the Montreal Protocol and the International Bank for Reconstruction and Development ("IBRD") effective July 9, 1991,
[Name of Obligor of the Note], hereby promises to pay IBRD as Trustee of the Ozone Projects Trust Fund on demand the sum of USD _____, such amount representing a portion of its contribution to the Multilateral Fund, which may be paid in _____ on one or more dates as determined by
[Currency agreed with IBRD]
IBRD. Each such payment in _____ shall be equal to the value of
[Such currency]
the amount paid in United States dollars on the date of payment as determined by the Trustee.
2. This sum shall be paid, in full or in part, on demand to the account specified by IBRD with _____ on receipt of
[Specify the depository or bank designated by the Party]
notification made by IBRD in writing, or duly authenticated cable, telex, facsimile or other electronic communication addressed to _____.
[Specify department or officer to receive demand]. If payment of a part only of the above sum shall be made, a notation of such payment shall be endorsed on the reverse of this note or, at the option of IBRD, a new note, in substantially the same form as this note, for the sum remaining unpaid hereon shall be executed and delivered in substitution for this note.
3. The obligation of the undersigned to pay to IBRD the amount represented by this note shall only be discharged by payment to IBRD of the designated amount in United States dollars and only to the extent of such payment.
4. This note is non-negotiable and non-interest bearing.

[Name of the Obligor]

Dated: _____

By: _____
[Signature and title of official
authorized to sign on behalf of Obligor]

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