

December 11, 2025

Franz Tattenbach Capra
Minister, Ministry of Environment and Energy
Costa Rica

Re: Amendment No.1 to the Carbon Fund of the Forest Carbon Partnership Facility Emission Reductions Payment Agreement for the “REDD+ Emission Reduction Program of Costa Rica” between the Republic of Costa Rica and the International Bank for Reconstruction and Development, as Trustee of Tranche B of the Carbon Fund of the Forest Carbon Partnership Facility (together referred to as “Parties”) (TF0B3325)

WHEREAS

- A. The Republic of Costa Rica (“**Program Entity**”) and the International Bank for Reconstruction and Development (“**IBRD**”), as Trustee (“**Trustee of Tranche B of the Fund**”) of Tranche B of the Carbon Fund (“**Carbon Fund**”) of the Forest Carbon Partnership Facility (“**Facility**”), entered into the Emission Reductions Payment Agreement dated December 8, 2020 (TF0B3325), as amended from time to time (“**Tranche B ERPA**”), for the REDD+ Emission Reductions Program of Costa Rica (“**Program**”).
- B. The Program Entity also entered into a separate Emission Reductions Payment Agreement with the IBRD, acting as Trustee (“**Trustee of Tranche A of the Fund**”) of Tranche A of the Carbon Fund of the Facility, dated December 8, 2020 (TF0B3326), as amended from time to time (“**Tranche A ERPA**”), for the Program (Tranche A ERPA and Tranche B ERPA together referred to as “**ERPAs**” and Trustee of Tranche A of the Fund and Trustee of Tranche B of the Fund together referred to as “**Trustee**”).
- C. As per letter dated October 24, 2024, the Trustee informed the Program Entity, following its request of a proposed transaction of 100,000 ERs from the ERPAs’ Reporting Period 2 with a third-party, that it received the no-objection from Carbon Fund Participants to such proposed transaction.
- D. At the 29th Carbon Fund meeting in January 2025, Carbon Fund Participants agreed, in principle, to consider, on a case by case basis, allowing FCPF countries to request the introduction of flexibility provisions in the ERPAs allowing for part of Contract ERs to be retained by host countries for separate transactions with third parties, while also introducing a put option to allow a fall back mechanism allowing host countries, by exercising the put option within a certain time period, to sell such retained ERs to the Carbon Fund if such envisioned separate transactions with third parties do not take place.
- D. As per letter dated April 9, 2025, the Program Entity has requested the Trustee to amend the ERPAs in order to: i) introduce the notion of ‘retained ERs’ in Reporting Period 3, which can be separately transacted with third parties, as well as a put option providing the Program

Entity with a right, but not an obligation, to sell all or part of its retained ERs to the Carbon Fund as Contract ERs; and ii) extend the ERPA Term until December 31, 2028.

E. It has become necessary to adjust the Agreement to reflect the precise allocation of funds between the Tranche A and B of FCPF Carbon Fund.

THEREFORE, we propose to amend the Tranche B ERPA as follows (“**Amendment**”):

1. Section 4.02 of the Tranche B ERPA shall be deleted in its entirety and replaced as follows:

“Section 4.02 Transfer of Contract ERs

(a) The Minimum Reporting Period Amounts and Cumulative Amounts of Contract ERs to be transferred to the Trustee each Reporting Period in accordance with Section 3.02 of the General Conditions are set out in Schedule 2 to this Agreement.

(b) From the ERs generated and verified under the ER Program during Reporting Period 2, the Program Entity shall be allowed to retain an amount of 100,000 ERs (“**RP2 Retained ERs**”) for a separate transaction with a third party. The RP2 Retained ERs shall not count towards the Contract ER Volume and, for the avoidance of doubt, allowing the Program Entity to retain the RP2 Retained ERs shall not constitute an ER Transfer Failure under Section 16.01(a)(i) of the General Conditions.

(c) From the ERs generated and verified under the ER Program during Reporting Period 3, the first 500,000 ERs shall be transferred to the Trustee under this Agreement and the Tranche A ERPA as Contract ERs (“**Buyer’s Split Amount**”), and ERs beyond the Buyer’s Split Amount, and until the total Contract ER Volume has been reached as per Section 4.1 and Schedule 2, shall be allowed to be retained by the Program Entity (“**RP3 Retained ERs**”) for separate transactions with a third party. From the Buyer’s Split Amount, Tranche A of the Fund shall receive its pro rata share of overall contributions to the Fund (“**Tranche A Pro Rata Share**”) and Tranche B of the Fund shall receive its pro rata share of overall contributions to the Fund (“**Tranche B Pro Rata Share**”) as Contract ERs.

(d) The Parties agree to grant the Program Entity a put option to sell the RP3 Retained ERs to the Carbon Fund as Contract ERs (“**Put Option**”). This Put Option provides the Program Entity with a right, but not an obligation, to sell to Tranche B of the Fund the Tranche B Pro Rata Share of all or part of the RP3 Retained ERs to the Trustee of Tranche B of the Fund as Contract ERs and is subject to the following requirements:

(i) Maximum Put Option Volume: Tranche B Pro Rata Share of all RP3 Retained ERs;

(ii) Exercise Price per transferred ER: Unit Price for Contract ERs;

(iii) Put Option Exercise Period: The Program Entity must exercise the Put Option by submitting to the Trustee of Tranche B of the Fund a Put Option exercise notice (“**Put Option Exercise Notice**”) – as per Schedule 7 to this Agreement - within sixty (60) calendar days following receipt of the final Verification Report for Reporting Period 3. The Put Option Exercise Period may be extended upon request by the Program Entity, at the discretion of the Trustee. If the Program Entity fails to provide the Trustee with a Put Option Exercise Notice within this time period, the Put Option will lapse. If the Program Entity exercises the Put Option for an amount that is less than the amount of RP3 Retained

ERs or fails to exercise the Put Option altogether, the Parties will amend this Agreement to reduce the Contract ER Volume and the relevant Minimum Reporting Period Amount by an amount equivalent to the RP3 Retained ERs for which the Put Option has not been exercised; and

(iv) For the avoidance of doubt, allowing the Program Entity to retain a certain Contract ER Volume in the form of RP3 Retained ERs shall not constitute an ER Transfer Failure under Section 16.01(a)(i) of the General Conditions. In addition, for the avoidance of doubt, the IBRD and the Trustee shall be exempt from any liability and assume no responsibilities under and in connection with such separate third-party transaction.

(e) The Program Entity shall assess any potential third-party buyer of RP3 Retained ERs, and proposed use of any RP3 Retained ERs, in line with the criteria established by the “LEAF Coalition Buyer’s Qualification Policy”. The Program Entity shall inform the Trustee about the outcome of such third-party buyer assessment in case a transaction with a third party is completed. The Program Entity shall also inform the Trustee if it intends to apply a corresponding adjustment to a third-party transaction of RP3 Retained ERs, and what claims related to RP3 Retained ERs are expected by the third-party buyer. If the Program Entity fails to inform the Trustee accordingly, or if the transaction is completed with a third party that does not comply with the “LEAF Coalition Buyer’s Qualification Policy”, this shall constitute an Event of Default under Section 16.01 of the General Conditions, potentially subject to the remedies under Section 16.03(a)(iii) of the General Conditions (Intentional Breach).

(f) All or part of the RP3 Retained ERs may be certified and issued using a separate third-party carbon crediting standard. The Program Entity shall take the appropriate measures, in consultation with the Trustee, to ensure that the amount of RP3 Retained ERs to be issued under such third-party carbon crediting standard (including the ERs to be set aside as Buffer ERs in the ER Program Buffer) for Reporting Period 3 does not result in double counting and impact to environmental integrity, in accordance with the FCPF Carbon Fund Methodological Framework.

(g) Revenue received by the Program Entity from the sale of RP2 and RP3 Retained ERs, including any incremental price increase, must be shared by the Program Entity in accordance with the approved FCPF Benefit Sharing Plan and be used (and reported on) by the Program Entity as if it was a payment received under this Agreement. In the event that the Trustee becomes aware that such revenue has not been shared as stated above and in accordance with the Benefit Sharing Plan, this shall constitute an Event of Default under Section 16.01 of the General Conditions, potentially subject to the remedies under Section 16.03(a)(iii) of the General Conditions (Intentional Breach).6.03(a)(iii) of the General Conditions (Intentional Breach).”

2. Section 10.01 of the Tranche B ERPA shall be deleted in its entirety and replaced as follows:

“Section 10.01 *Term of the Agreement*

This Agreement will become effective on the date it has been duly executed by all Parties pursuant to applicable legal procedures. Unless terminated earlier in accordance with the General Conditions or Section 3.03, this Agreement shall terminate after eighteen (18) months following the transfer of all Contract ERs and Additional ERs, if any, and the payment of Periodic Payments in respect thereof, subject to the survival provisions as identified in Section 18.11 of the General Conditions, but in any event no later than December 30, 2027.”

3. Schedule 2 of the Tranche B ERPA shall be deleted in its entirety and replaced as follows:

SCHEDULE 2
MINIMUM REPORTING PERIOD AMOUNTS

Reporting Period		Minimum Reporting Period Amount of Contract ERs to be generated in this Reporting Period and subsequently transferred to the Trustee of Tranche B of the Fund	Cumulative Amount of Contract ERs which must be generated by the end of this Reporting Period and subsequently transferred to the Trustee of Tranche B of the Fund
1	January 1, 2018 – December 31, 2019	Tranche B Pro Rata Share of 3,555,295 ERs (3,364,651 ERs)	Tranche B Pro Rata Share of 3,555,295 ERs (3,364,651 ERs)
2	January 1, 2020 – December 31, 2021	Tranche B Pro Rata Share of 3,241,413 ERs (3,067,601 ERs)	Tranche B Pro Rata Share of 6,796,708 ERs (6,432,252 ERs)
3	January 1, 2022 – December 31, 2024	Tranche B Pro Rata Share of 5,203,292 ERs (4,924,279 ERs)	Tranche B Pro Rata Share of 12,000,000 ERs (11,356,531 ERs)

4. Schedule 7 shall be added to the Tranche B ERPA:

“SCHEDULE 7
PUT OPTION EXERCISE NOTICE
[LETTERHEAD OF PROGRAM ENTITY]

TO: [Trustee]

Put Option Exercise Notice for [insert Reporting Period]

We refer to the Emission Reductions Payment Agreement dated [INSERT DATE] ("ERPA") between [] ("Program Entity") and the International Bank for Reconstruction and Development ("IBRD"), as trustee of Tranche B of the Carbon Fund ("Fund") of the Forest Carbon Partnership Facility ("Trustee"), which includes the 'International Bank for Reconstruction and Development General Conditions Applicable to Emission Reductions Payment Agreements for Forest Carbon Partnership Facility Emission Reductions Programs' dated November 1, 2014 ("General Conditions"). Capitalized terms used and not specifically defined herein shall have the meanings assigned thereto in the ERPA and the General Conditions.

For the Reporting Period beginning [XX] and ending [XX], the Program Entity hereby exercises its Put Option on the same terms and conditions as set out in the ERPA and transferred as Contract ERs in accordance with the following:

Grantor:	Trustee of Tranche B of the Fund
Grantee:	Program Entity
Registry Account:	[insert if known]

Quantity of ERs from
Retained ERs: *[insert Tranche B Pro Rata Share]*
Exercise Price: *[insert price per ER as specified in ERPA]*
Exercise Completion Date: *[Insert date [90] calendar days from the date of this Notice]*

Dated:

For and on behalf of
[insert legal name of Grantee] by its Authorized Representative

Authorized Representative

Please print name”

Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as given to those terms in the Tranche B ERPA.

Unless expressly amended by this Amendment, all terms and provisions under the Tranche B ERPA shall remain unchanged and in full force and effect.

This Amendment shall become effective and become an integral part of the Tranche B ERPA upon being duly counter-signed and returned to the Trustee by the Project Entity.

Sincerely yours,

**On behalf of the International Bank
for Reconstruction and Development,
as Trustee of Tranche B of the Carbon Fund of
the Forest Carbon Partnership Facility**

By: Joelle Dehasse

Name: Joelle Dehasse
Title: Acting Division Director

Date: 11-Dec-2025

CONFIRMED AND AGREED:

On behalf of the Republic of Costa Rica,

By: 

Name: Franz Tattenbach Capra
Title: Minister, Ministry of Environment
and Energy

Date: 18. XII. 2025

The World Bank
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

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Washington, D.C. 20433
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December 11, 2025

Franz Tattenbach Capra
Minister, Ministry of Environment and Energy
Costa Rica

Re: Amendment No.1 to the Carbon Fund of the Forest Carbon Partnership Facility Emission Reductions Payment Agreement for the “REDD+ Emission Reduction Program of Costa Rica” between the Republic of Costa Rica and the International Bank for Reconstruction and Development, as Trustee of Tranche B of the Carbon Fund of the Forest Carbon Partnership Facility (together referred to as “Parties”) (TF0B3326)

WHEREAS

- A. The Republic of Costa Rica (“**Program Entity**”) and the International Bank for Reconstruction and Development (“**IBRD**”), as Trustee (“**Trustee of Tranche A of the Fund**”) of Tranche A of the Carbon Fund (“**Carbon Fund**”) of the Forest Carbon Partnership Facility (“**Facility**”), entered into the Emission Reductions Payment Agreement dated December 8, 2020 (TF0B3326), as amended from time to time (“**Tranche A ERPA**”), for the REDD+ Emission Reductions Program of Costa Rica (“**Program**”).
- B. The Program Entity also entered into a separate Emission Reductions Payment Agreement with the IBRD, acting as Trustee (“**Trustee of Tranche B of the Fund**”) of Tranche B of the Carbon Fund of the Facility, dated December 8, 2020 (TF0B3325), as amended from time to time (“**Tranche B ERPA**”), for the Program (Tranche A ERPA and Tranche B ERPA together referred to as “**ERPAs**” and Trustee of Tranche A of the Fund and Trustee of Tranche B of the Fund together referred to as “**Trustee**”).
- C. As per letter dated October 24, 2024, the Trustee informed the Program Entity, following its request of a proposed transaction of 100,000 ERs from the ERPAs’ Reporting Period 2 with a third-party, that it received the no-objection from Carbon Fund Participants to such proposed transaction.
- D. At the 29th Carbon Fund meeting in January 2025, Carbon Fund Participants agreed, in principle, to consider, on a case by case basis, allowing FCPF countries to request the introduction of flexibility provisions in the ERPAs allowing for part of Contract ERs to be retained by host countries for separate transactions with third parties, while also introducing a put option to allow a fall back mechanism allowing host countries, by exercising the put option within a certain time period, to sell such retained ERs to the Carbon Fund if such envisioned separate transactions with third parties do not take place.

- D. As per letter dated April 9, 2025, the Program Entity has requested the Trustee to amend the ERPAs in order to: i) introduce the notion of 'retained ERs' in Reporting Period 3, which can be separately transacted with third parties, as well as a put option providing the Program Entity with a right, but not an obligation, to sell all or part of its retained ERs to the Carbon Fund as Contract ERs; and ii) extend the ERPA Term until December 31, 2028.
- E. It has become necessary to adjust the Agreement to reflect the precise allocation of funds between the Tranche A and B of FCPF Carbon Fund.

THEREFORE, we propose to amend the Tranche A ERPA as follows ("Amendment"):

- 1. Section 4.02 of the Tranche A ERPA shall be deleted in its entirety and replaced as follows:

"Section 4.02 Transfer of Contract ERs

(a) The Minimum Reporting Period Amounts and Cumulative Amounts of Contract ERs to be transferred to the Trustee each Reporting Period in accordance with Section 3.02 of the General Conditions are set out in Schedule 2 to this Agreement.

(b) From the ERs generated and verified under the ER Program during Reporting Period 2, the Program Entity shall be allowed to retain an amount of 100,000 ERs ("RP2 Retained ERs") for a separate transaction with a third party. The RP2 Retained ERs shall not count towards the Contract ER Volume and, for the avoidance of doubt, allowing the Program Entity to retain the RP2 Retained ERs shall not constitute an ER Transfer Failure under Section 16.01(a)(i) of the General Conditions.

(c) From the ERs generated and verified under the ER Program during Reporting Period 3, the first 500,000 ERs shall be transferred to the Trustee under this Agreement and the Tranche A ERPA as Contract ERs ("Buyer's Split Amount"), and ERs beyond the Buyer's Split Amount, and until the total Contract ER Volume has been reached as per Section 4.1 and Schedule 2, shall be allowed to be retained by the Program Entity ("RP3 Retained ERs") for separate transactions with a third party. From the Buyer's Split Amount, Tranche A of the Fund shall receive its pro rata share of overall contributions to the Fund ("Tranche A Pro Rata Share") and Tranche B of the Fund shall receive its pro rata share of overall contributions to the Fund ("Tranche B Pro Rata Share") as Contract ERs.

(d) The Parties agree to grant the Program Entity a put option to sell the RP3 Retained ERs to the Carbon Fund as Contract ERs ("Put Option"). This Put Option provides the Program Entity with a right, but not an obligation, to sell to Tranche B of the Fund the Tranche B Pro Rata Share of all or part of the RP3 Retained ERs to the Trustee of Tranche B of the Fund as Contract ERs and is subject to the following requirements:

- (i) Maximum Put Option Volume: Tranche B Pro Rata Share of all RP3 Retained ERs;
- (ii) Exercise Price per transferred ER: Unit Price for Contract ERs;
- (iii) Put Option Exercise Period: The Program Entity must exercise the Put Option by submitting to the Trustee of Tranche B of the Fund a Put Option exercise notice ("Put Option Exercise Notice") – as per Schedule 6 to this Agreement - within sixty (60) calendar days following receipt of the final Verification Report for Reporting Period 3. The Put Option Exercise Period may be extended upon request by the Program Entity, at the discretion of the Trustee. If the Program Entity fails to provide the Trustee with a Put Option Exercise Notice within this time period, the Put Option will lapse. If the Program Entity exercises the Put Option for an amount that is less than

the amount of RP3 Retained ERs or fails to exercise the Put Option altogether, the Parties will amend this Agreement to reduce the Contract ER Volume and the relevant Minimum Reporting Period Amount by an amount equivalent to the RP3 Retained ERs for which the Put Option has not been exercised; and

(iv) For the avoidance of doubt, allowing the Program Entity to retain a certain Contract ER Volume in the form of RP3 Retained ERs shall not constitute an ER Transfer Failure under Section 16.01(a)(i) of the General Conditions. In addition, for the avoidance of doubt, the IBRD and the Trustee shall be exempt from any liability and assume no responsibilities under and in connection with such separate third party transaction.

(e) The Program Entity shall assess any potential third-party buyer of RP3 Retained ERs, and proposed use of any RP3 Retained ERs, in line with the criteria established by the “LEAF Coalition Buyer’s Qualification Policy”. The Program Entity shall inform the Trustee about the outcome of such third-party buyer assessment in case a transaction with a third party is completed. The Program Entity shall also inform the Trustee if it intends to apply a corresponding adjustment to a third-party transaction of RP3 Retained ERs, and what claims related to RP3 Retained ERs are expected by the third-party buyer. If the Program Entity fails to inform the Trustee accordingly, or if the transaction is completed with a third party that does not comply with the “LEAF Coalition Buyer’s Qualification Policy”, this shall constitute an Event of Default under Section 16.01 of the General Conditions, potentially subject to the remedies under Section 16.03(a)(iii) of the General Conditions (Intentional Breach).

(f) All or part of the RP3 Retained ERs may be certified and issued using a separate third-party carbon crediting standard. The Program Entity shall take the appropriate measures, in consultation with the Trustee, to ensure that the amount of RP3 Retained ERs to be issued under such third-party carbon crediting standard (including the ERs to be set aside as Buffer ERs in the ER Program Buffer) for Reporting Period 3 does not result in double counting and impact to environmental integrity, in accordance with the FCPF Carbon Fund Methodological Framework.

(g) Revenue received by the Program Entity from the sale of RP2 and RP3 Retained ERs, including any incremental price increase, must be shared by the Program Entity in accordance with the approved FCPF Benefit Sharing Plan and be used (and reported on) by the Program Entity as if it was a payment received under this Agreement. In the event that the Trustee becomes aware that such revenue has not been shared as stated above and in accordance with the Benefit Sharing Plan, this shall constitute an Event of Default under Section 16.01 of the General Conditions, potentially subject to the remedies under Section 16.03(a)(iii) of the General Conditions (Intentional Breach).^{6.03(a)(iii) of the General Conditions (Intentional Breach).”}

2. Section 10.01 of the Tranche B ERPA shall be deleted in its entirety and replaced as follows:

“Section 10.01 *Term of the Agreement*

This Agreement will become effective on the date it has been duly executed by all Parties pursuant to applicable legal procedures. Unless terminated earlier in accordance with the General Conditions or Section 3.03, this Agreement shall terminate after eighteen (18) months following the transfer of all Contract ERs and Additional ERs, if any, and the payment of Periodic Payments in respect thereof, subject to the survival provisions as identified in Section 18.11 of the General Conditions, but in any event no later than December 30, 2027.”

3. Schedule 2 of the Tranche A ERPA shall be deleted in its entirety and replaced as follows:

SCHEDULE 2
MINIMUM REPORTING PERIOD AMOUNTS

Reporting Period		Minimum Reporting Period Amount of Contract ERs to be generated in this Reporting Period and subsequently transferred to the Trustee of Tranche A of the Fund	Cumulative Amount of Contract ERs which must be generated by the end of this Reporting Period and subsequently transferred to the Trustee of Tranche A of the Fund
1	January 1, 2018 – December 31, 2019	Tranche A Pro Rata Share of 3,555,295 ERs (190,644 ERs)	Tranche A Pro Rata Share of 3,555,295 ERs (190,644 ERs)
2	January 1, 2020 – December 31, 2021	Tranche A Pro Rata Share of 3,241,413 ERs (173,812 ERs)	Tranche A Pro Rata Share of 6,796,708 ERs (364,456 ERs)
3	January 1, 2022 – December 31, 2024	Tranche A Pro Rata Share of 5,203,292 ERs (279,013 ERs)	Tranche A Pro Rata Share of 12,000,000 ERs (643,469 ERs)

4. Schedule 6 shall be added to the Tranche A ERPA:

“SCHEDULE 6
PUT OPTION EXERCISE NOTICE
[LETTERHEAD OF PROGRAM ENTITY]

TO: [Trustee]

Put Option Exercise Notice for [insert Reporting Period]

We refer to the Emission Reductions Payment Agreement dated [INSERT DATE] ("ERPA") between [] ("Program Entity") and the International Bank for Reconstruction and Development ("IBRD"), as trustee of Tranche B of the Carbon Fund ("Fund") of the Forest Carbon Partnership Facility ("Trustee"), which includes the 'International Bank for Reconstruction and Development General Conditions Applicable to Emission Reductions Payment Agreements for Forest Carbon Partnership Facility Emission Reductions Programs' dated November 1, 2014 ("General Conditions"). Capitalized terms used and not specifically defined herein shall have the meanings assigned thereto in the ERPA and the General Conditions.

For the Reporting Period beginning [XX] and ending [XX], the Program Entity hereby exercises its Put Option on the same terms and conditions as set out in the ERPA and transferred as Contract ERs in accordance with the following:

Grantor: Grantee Registry Account:	Trustee of Tranche A of the Fund Program Entity [insert if known]
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Quantity of ERs from
Retained ERs: *[insert Tranche A Pro Rata Share]*
Exercise Price: *[insert price per ER as specified in ERPA]*
Exercise Completion Date: *[Insert date [90] calendar days from the date of this Notice]*

Dated:

For and on behalf of
[insert legal name of Grantee] by its Authorized Representative

Authorized Representative

Please print name”

Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as given to those terms in the Tranche A ERPA.

Unless expressly amended by this Amendment, all terms and provisions under the Tranche A ERPA shall remain unchanged and in full force and effect.

This Amendment shall become effective and become an integral part of the Tranche A ERPA upon being duly counter-signed and returned to the Trustee by the Project Entity.

Sincerely yours,

**On behalf of the International Bank
for Reconstruction and Development,
as Trustee of Tranche A of the Carbon Fund of
the Forest Carbon Partnership Facility**

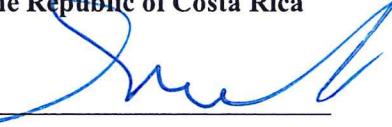
By: Joelle Dehasse

Name: Joelle Dehasse
Title: Acting Division Director

Date: 11-Dec-2025

CONFIRMED AND AGREED:

On behalf of the Republic of Costa Rica

By: 

Name: Franz Tattenbach Capra
Title: Minister, Ministry of Environment and Energy

Date: 18. XII. 2025