**2014 BILATERAL AMENDMENT AGREEMENT**

**FOR IDR NON-DELIVERABLE FX AND CURRENCY OPTION TRANSACTIONS, NON-DELIVERABLE SWAP TRANSACTIONS**

**AND CERTAIN OTHER TRANSACTIONS**

THIS BILATERAL AMENDMENT AGREEMENT (this “**Amendment**”) is by and between the parties hereto (each, a “**Party**” and together, the “**Parties**”).

WHEREAS, ABS Benchmarks Administration Co Pte. Ltd., in consultation with the Singapore Foreign Exchange Market Committee (“**SFEMC**”) has announced that the last day for the calculation and publication of the IDR VWAP (IDR03) rate (“**Discontinued Rate**”) will be 27 March 2014 (“**Discontinuation Date**”);

WHEREAS, the SFEMC has recommended that market participants apply the onshore USD/IDR spot rate benchmark published by Bank Indonesia and denoted as IDR JISDOR (IDR04) in place of the Discontinued Rate;

WHEREAS, EMTA, acting with the consensus of its membership, has identified IDR JISDOR (IDR04) as an acceptable alternative valuation source for non-deliverable FX forward and currency option transactions that reference the Discontinued Rate and has updated its market practices and standard documentation to this effect;

WHEREAS, ISDA has updated and published (effective 28 March 2014) the ISDA Non-Deliverable Swap Transaction Fallback Matrix;

WHEREAS, the Parties have entered into certain transactions that include non-deliverable FX forward, currency option and swap transactions and certain other transactions which reference and rely on the Discontinued Rate as a primary valuation or rate calculation source for such transactions; and

WHEREAS, the Parties now wish to amend the documentation for their Affected Covered Transactions (as defined below) in the manner set out in this Amendment.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. Amendments. Effective the Amendment Effective Date, if the Discontinued Rate is to be determined for a Fixing Date for an Affected Covered Transaction between them and such Fixing Date occurs (i) on or after such Amendment Effective Date and (ii) after the Discontinuation Date, then notwithstanding anything to the contrary in the Affected Confirmation:

* 1. the rate used in lieu of the Discontinued Rate shall be IDR JISDOR (IDR04);
  2. (where applicable) an Affected Confirmation incorporating the 2013 IDR/USD NDF Template Terms shall be amended to replace the 2013 IDR/USD NDF Template Terms in their entirety with the 2014 IDR/USD NDF Template Terms;
  3. (where applicable) an Affected Confirmation incorporating the 2013 IDR/USD NDO Template Terms shall be amended to replace the 2013 IDR/USD NDO Template Terms in their entirety with the 2014 IDR/USD NDO Template Terms; and
  4. (where applicable) an Affected Confirmation incorporating the 2013 NDST Standard Terms Supplement shall be amended so that the “Fallback Matrix” referred to in the 2013 NDST Standard Terms Supplement shall be deemed to be to the ISDA Non-Deliverable Swap Transaction Fallback Matrix published by ISDA and effective on 28 March 2014.

SECTION 2. Effect of this Amendment. By signing this Amendment, an Affected Confirmation between the Parties will be deemed amended as specified in Section 1 above. Except for the amendments specified in Section 1 above, this Amendment shall not affect any other terms of the Affected Confirmation, which terms shall remain in full force and effect.

SECTION 3. Miscellaneous.

(a) Valid and Binding, Etc. Each Party represents and warrants that this Amendment (and each Affected Confirmation, as amended hereby) is its legal, valid and binding obligation, enforceable against such party in accordance with its terms.

(b) Governing Law. This Amendment shall be governed by the law governing any applicable master agreement (or equivalent thereof) previously signed between the Parties (including any master agreement that the Parties are deemed to have entered into whether pursuant to an executed confirmation or otherwise), or failing such an agreement, the laws of England and Wales.

(c) Submission to Jurisdiction. Solely for purposes of disputes arising out of this Amendment, the Parties irrevocably agree to submit to the jurisdiction of the courts or any alternate dispute resolution mechanism that the Parties shall have previously agreed to in any applicable master agreement (or equivalent thereof) previously signed between the Parties (including any master agreement that the Parties are deemed to have entered into whether pursuant to an executed confirmation or otherwise), or failing such an agreement, the English Courts.

(d) Counterparts. This Amendment may be executed by the Parties in separate counterparts, each of which when so executed being deemed an original hereof.

SECTION 4. Definitions.

Capitalized terms used herein and not otherwise defined shall have the same meanings as set out in the 1998 FX and Currency Option Definitions (including the Annex A thereto) as published by ISDA, EMTA and the Foreign Exchange Committee (“**FXC**”)) and the 2006 ISDA Definitions as published by ISDA (each as amended and supplemented through 28 March 2014). References in this Amendment to the following terms have the following meanings:

**Affected Covered Transaction** means any transaction between the Parties that is a Non-Deliverable FX Transaction, a Non-Deliverable Currency Option Transaction, a Non-Deliverable Swap Transaction in which the Reference Currency is IDR or any other Transaction or Swap Transaction:

1. for which any Spot Rate for a Rate Calculation Date is to be determined, or
2. for which any calculation or determination is to be made,

in each case by reference to the Discontinued Rate and that is not a Party Agreed Excluded Transaction.

**Affected Confirmation** means, in relation to an Affected Covered Transaction each document or other confirming evidence (including but not limited to a transaction supplement) exchanged between the Parties, executed through an electronic matching or affirmation mechanism, or otherwise effective for the purpose of confirming or evidencing such Affected Covered Transaction.

**Amendment Effective Date** means 28 March 2014.

**Fixing Date** means: (i) in relation to a Rate Calculation Date for an Affected Covered Transaction under limb (i) of the definition of Affected Covered Transaction, that Rate Calculation Date, as per the terms of the relevant Affected Confirmation therefor, or (ii) in relation to an Affected Covered Transaction under limb (ii) of the definition thereof, the date on which the Discontinued Rate is to be determined, as per the terms of the relevant Affected Confirmation therefor.

**Non-Deliverable Swap Transaction** means a non-deliverable swap transaction using the revised form of confirmation that incorporates, inter alia, the Non-Deliverable Swap Transaction Standard Terms Supplement, as published by ISDA effective on August 6, 2013 (“**2013 NDST Standard Terms Supplement**”).

**Party Agreed Excluded Transaction** means any Affected Covered Transaction that the Parties agree (including for the avoidance of doubt in the Affected Confirmation) shall not be an Affected Covered Transaction.

**2013 IDR/USD NDF Template Terms** means the SFEMC/EMTA/FXC Template Terms for IDR/USD Non-Deliverable FX Transactions effective August 6, 2013.

**2013 IDR/USD NDO Template Terms** means the EMTA Template Terms for IDR/USD Non-Deliverable Currency Option Transactions effective August 6, 2013.

**2014 IDR/USD NDF Template Terms** means the SFEMC/EMTA/FXC Template Terms for IDR/USD Non-Deliverable FX Transactions effective 28 March 2014.

**2014 IDR/USD NDO Template Terms** means the EMTA Template Terms for IDR/USD Non-Deliverable Currency Option Transactions effective 28 March 2014.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by one or more of its duly authorized agents or officers.

Name of Institution: \_\_\_\_\_

Authorized Signature(s):

Name(s) and Title(s) of

Authorized Signatory(ies):

Authorized Signature(s):

Name(s) and Title(s) of

Authorized Signatory(ies):

[Seal]

Name of Institution: \_\_\_\_\_

Authorized Signature(s):

Name(s) and Title(s) of

Authorized Signatory(ies):

Authorized Signature(s):

Name(s) and Title(s) of

Authorized Signatory(ies):

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