

**THE AMENDMENT AGREEMENT TO THE TBMA/ISMA GLOBAL  
MASTER REPURCHASE AGREEMENT**

Date \_\_\_\_\_

THIS AMENDMENT AGREEMENT is made by and between:

A. \_\_\_\_\_, represented by \_\_\_\_\_,  
with its registered office located at No. \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as “**Party A**”); and

B. \_\_\_\_\_, represented by \_\_\_\_\_,  
with its registered office located at No. \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as “**Party B**”)

WHEREAS:

(a) Party A and Party B have entered into the \_\_\_\_\_  
dated \_\_\_\_\_ and Annex I Supplemental Terms and Conditions  
to the TBMA/ISMA Global Master Repurchase Agreement (2000 Version) (“Annex  
I”) dated \_\_\_\_\_ (hereinafter collectively referred to as the “**the  
Agreement**”) under which the Party A and Party B agree to pay the interest rate at the  
closing rate of the Bank of Thailand Repurchase Market as stated in Clause 1(i) of  
Annex I.

(b) The Bank of Thailand has no longer offered the reference web page in  
Clause 1 (i) of Annex I since February 13, 2008 and has announced the new interest  
rate of Thailand Repurchase Market according to policy of the Monetary Policy  
Committee.

(c) Party A and Party B wish to amend Clause 1(i) of Annex I.

NOW, THEREFORE, the parties agree as follows:

1. Unless otherwise stipulated herein, all definitions of words and phrases of the Agreement shall apply to this Amendment Agreement mutatis mutandis.
2. Clause 1 (i) of Annex I shall be repealed and replaced by the following:

“(i) **Paragraph 4 (f)**. Interest on Cash Margin shall accrue daily from (and including) the date on which the Cash Margin has been received by the relevant party or the previous interest payment date, as the case may be, to (but excluding) the relevant due date for payment of interest, at, in case of Cash Margin denominated in THB, the policy interest rate determined, from time to time, by the Monetary Policy Committee’s Decision of the Bank of Thailand (as later published on the web page

[http://www.bot.or.th/English/MonetaryPolicy/Documents/MPC\\_english.pdf](http://www.bot.or.th/English/MonetaryPolicy/Documents/MPC_english.pdf) ) or any replacement or successor page (the “BOT Page”), or, in the absence of the said rate or in case of Cash Margin denominated in currencies other than THB, such other rate as agreed in writing between the parties. The interest shall be calculated based on the actual number of days elapsed and a 365-day year basis. The interest shall be payable on the last Business Day of each calendar month as well as the date on which the Cash Margin received by one party is redelivered to the other party, or, in the case where there is only one outstanding Transaction between the Parties, on the Repurchase Date of such Transaction.”

3. All the terms and conditions of the Agreement, except as stated herein, shall remain in full force and effect.
4. This Amendment Agreement shall be deemed as an integral part of the Agreement.
5. If any terms and conditions of the Agreement are contrary to this Amendment Agreement, this Amendment Agreement shall prevail.

**IN WITNESS WHEREOF**, Party A and Party B have caused this Amendment Agreement to be duly executed as of the day and year herein-above set forth.

For and on behalf of

\_\_\_\_\_

Signed \_\_\_\_\_  
(By \_\_\_\_\_)

For and on behalf of

\_\_\_\_\_

Signed \_\_\_\_\_  
(By \_\_\_\_\_)

Signed \_\_\_\_\_ Witness Signed \_\_\_\_\_ Witness  
( \_\_\_\_\_ ) ( \_\_\_\_\_ )