

**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE GOVERNMENT OF
THE REPUBLIC OF INDONESIA AND THE GOVERNMENT OF THE UNITED
STATES OF AMERICA REGARDING A DEBT-FOR-NATURE SWAP WITH
RESPECT TO CERTAIN DEBT OWED BY THE GOVERNMENT OF THE
REPUBLIC OF INDONESIA TO THE GOVERNMENT OF THE UNITED STATES
OF AMERICA (THE "DEBT SWAP AGREEMENT")**

The Government of the Republic of Indonesia and the Government of the United States of America (the "**Parties**"),

Recognizing that the Parties recently signed the Debt Swap Agreement, which entered into force on July 1, 2009, pursuant to section 9.1 of the Debt Swap Agreement;

Whereas section 8.1 of the Debt Swap Agreement allows its amendment with the written consent of both Parties;

In light of the desire of the Parties to resolve in a timely manner certain conditions precedent that are requirements to the Closing under the Forest Conservation Agreement among the Government of the Republic of Indonesia, Conservation International Foundation and Yayasan Keanekaragaman Hayati Indonesia, dated as of June 30, 2009;

Have agreed to amend:

(1) section 2.3 of the Debt Swap Agreement by deleting "August 28, 2009," and inserting in its place "September 11, 2009,"; and

(2) section 9.2(b) of the Debt Swap Agreement by deleting "August 28, 2009," and inserting in its place "September 11, 2009,".

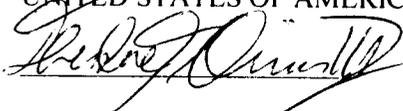
This amendment shall enter into effect upon the date of the last signature hereto.

FOR THE GOVERNMENT OF THE
REPUBLIC OF INDONESIA:



Place: Jakarta Date: AUGUST 27, 2009

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



Place: JAKARTA Date: AUGUST 27, 2009

**AMENDMENT NO. 1 TO THE SWAP FEE CONTRACTUAL AGREEMENT
AMONG THE GOVERNMENT OF THE UNITED STATES OF AMERICA,
CONSERVATION INTERNATIONAL FOUNDATION AND YAYASAN
KEANEKARAGAMAN HAYATI INDONESIA (THE "SWAP FEE AGREEMENT")**

The Government of the United States of America, Conservation International Foundation, and Yayasan Keanekaragaman Hayati Indonesia (the "**Parties**"),

Recognizing that the Parties recently signed the Swap Fee Agreement, which became effective on July 1, 2009, pursuant to section 8.1 of the Swap Fee Agreement;

Whereas section 7.1 of the Swap Fee Agreement allows its amendment by a written instrument signed by all the Parties; and

In light of the desire of the Parties to resolve in a timely manner certain conditions precedent that are requirements to the Closing under the Forest Conservation Agreement among the Government of the Republic of Indonesia, Conservation International Foundation and Yayasan Keanekaragaman Hayati Indonesia, dated as of June 30, 2009;

Have agreed to amend:

(1) section 2.3 of the Swap Fee Agreement by deleting "August 28, 2009" and inserting in its place "September 11, 2009,"; and

(2) section 8.2(b)(ii) of the Swap Fee Agreement by deleting "August 28, 2009," and inserting in its place "September 11, 2009,".

This amendment may be executed and delivered in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts for purposes of this amendment. This amendment shall enter into effect upon the date of the last signature hereto.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA



Date: 08/27/09

FOR CONSERVATION INTERNATIONAL
FOUNDATION

A handwritten signature in black ink, appearing to read "John S. ...". The signature is written in a cursive style with a large initial letter.

Date: 08/27/09

FOR YAYASAN KEANEKARAGAMAN
HAYATI INDONESIA



Date: 08-27-09

**APPROVAL FOR THE FIRST AMENDMENT TO THE FOREST CONSERVATION
AGREEMENT AMONG THE GOVERNMENT OF THE REPUBLIC OF INDONESIA,
CONSERVATION INTERNATIONAL FOUNDATION AND YAYASAN
KEANEKARAGAMAN HAYATI INDONESIA DATED AS OF June 30, 2009**

Pursuant to section 4.4 of the Swap Fee Contractual Agreement Among the Government of the United States of America, Conservation International Foundation, and Yayasan Keanekaragaman Hayati Indonesia, and section 5.5 of the Agreement Between the Government of the Republic of Indonesia and the Government of the United States of America Regarding a Debt-for-Nature Swap with Respect to Certain Debt Owed by the Government of the Republic of Indonesia to the Government of the United States of America, both with an effective date of July 1, 2009, the Government of the United States of America hereby approves the proposed First Amendment to the Forest Conservation Agreement attached hereto as Annex A.

THE GOVERNMENT OF THE
UNITED STATES OF AMERICA



Date: AUGUST 27, 2009

ANNEX A

First Amendment to the Forest Conservation Agreement

[separately attached]

FIRST AMENDMENT TO FOREST CONSERVATION AGREEMENT

FIRST AMENDMENT TO FOREST CONSERVATION AGREEMENT (this "Amendment"), dated as of August 27, 2009, by and among THE GOVERNMENT OF THE REPUBLIC OF INDONESIA (the "**GOI**"), CONSERVATION INTERNATIONAL FOUNDATION ("**CI**") and YAYASAN KEANEKARAGAMAN HAYATI INDONESIA ("**KEHATI**").

WITNESSETH:

WHEREAS, the GOI, CI and KEHATI have entered into a Forest Conservation Agreement dated as of June 30, 2009 (as amended, modified or supplemented from time to time, the "**FCA**");

WHEREAS, Section 13.1.1 of the FCA permits its amendment with the written consent of the parties; and

WHEREAS, the parties hereto desire to amend the FCA on the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Section 1. Definitions and Interpretation. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in Section 1.1 of the FCA. The rules of interpretation set forth in Section 1.2 of the FCA shall apply to this Amendment.

Section 2. Amendments to FCA. The FCA is hereby amended as follows:

(a) Section 5.2.10 of the FCA is hereby amended by deleting "provided that Management Expenses with respect to each fiscal year beginning with the year 2010 shall not exceed a maximum amount to be determined by the GOI, the USG and CI prior to the Closing Date" and inserting in its place "provided that Management Expenses with respect to each fiscal year beginning with the year 2010 shall not exceed a maximum amount to be determined by the GOI, the USG and CI no later than 30 days after the Closing".

(b) Section 11.1.1 of the FCA is hereby amended to read as follows: "in the event that the Closing has not taken place on or before September 11, 2009;".

Section 3. Execution; Binding Effect. This Amendment is executed and shall be construed as an amendment to the FCA and accordingly, as provided in Section 1.2.5 of the FCA, references to the FCA shall mean the FCA including this Amendment. This Amendment shall be effective as of the date hereof; provided that (a) each of the parties to the FCA shall have executed and delivered this Amendment; and (b) the USG shall have approved this Amendment.

Section 4. Miscellaneous.

4.1. No Waiver. This Amendment is made in amendment and modification of, but not extinguishment of, the obligations set forth in the FCA and the other Transaction Documents and, except as specifically modified pursuant to the terms of this Amendment, the terms and conditions of the FCA and the other Transaction Documents remain in full force and effect.

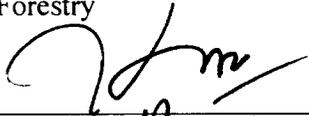
4.2. Counterparts. This Amendment may be executed and delivered in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one instrument. Copies of executed counterparts transmitted by telecopy, facsimile or other electronic transmission service (such as pdf file) shall be considered original executed counterparts for purposes of this Section, provided receipt of copies of such counterparts is confirmed.

4.3. Headings. Headings herein are for convenience only and shall not be relied upon in interpreting or enforcing this Amendment.

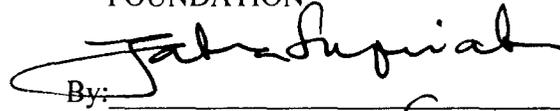
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IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the day and year first above written.

THE GOVERNMENT OF THE REPUBLIC
OF INDONESIA, represented by the
Directorate General of Forest Protection and
Nature Conservation of the Ministry of
Forestry

By: 
Name: PARYADI HIMAWAN
Title: SECRETARY FOR THE DIRECTORATE
GENERAL

CONSERVATION INTERNATIONAL
FOUNDATION



By:

Name:

JATWA SUPRIATNA

Title:

VP INDONESIA

YAYASAN KEANEKARAGAMAN HAYATI
INDONESIA



By:

Name: HARI ADI KARTODIHARDJO

Title: CHAIRPERSON, EXECUTIVE BOARD

ACCEPTANCE INSTRUMENT

August 27, 2009

Government of the Republic of Indonesia
Directorate General of Forest Protection and Nature Conservation
Department of Forestry
Manggala Wanabakti Building, Block I, 8th Floor
Jalan Jenderal Gatot Subroto
Jakarta 10270 Indonesia

Government of the Republic of Indonesia
Director of Loan and Grant
Directorate General of Debt Management, MOF
Prijadi Praptosuhardjo II Building, 3rd Floor
Jalan Lapangan Banteng Timur No. 2-4
Jakarta 10710 Indonesia

Government of the Republic of Indonesia
Director of Evaluation, Accountancy, and Settlement
Directorate General of Debt Management, MOF
Prijadi Praptosuhardjo II Building, 2nd Floor
Jalan Lapangan Banteng Timur No. 2-4
Jakarta 10710 Indonesia

Conservation International Foundation
2011 Crystal Drive, Suite 500
Arlington, VA 22202 U.S.A.
Attn: Senior Vice President, Ecosystem Finance Division

Yayasan Keanekaragaman Hayati Indonesia
Jalan Bangka VIII No. 3B
Pela Mampang
Jakarta 12720 Indonesia
Attn: Executive Director

Dear Sirs,

Reference is made to that certain Forest Conservation Agreement, dated as of June 30, 2009 (the "**Forest Conservation Agreement**") among the Government of the Republic of Indonesia ("**GOP**"), Conservation International Foundation ("**CI**") and Yayasan Keanekaragaman Hayati Indonesia ("**KEHATI**", and together with CI, the "**NGOs**"). Capitalized terms used herein without definition have the respective meanings ascribed to them in the Forest Conservation Agreement.

Effective as of the date of this Acceptance Instrument, KEHATI hereby accepts its appointment as Administrator under the Forest Conservation Agreement and agrees as follows:

1. RIGHTS AND OBLIGATIONS

KEHATI shall be entitled to all benefits and subject to all of obligations, covenants, restrictions, limitations and liabilities assigned to the Administrator under the Forest Conservation Agreement. In particular, KEHATI shall:

- (a) comply with the instructions of the Oversight Committee;
- (b) accept all determinations of the Oversight Committee as to the replacement of KEHATI as Administrator; and
- (c) comply with all the covenants and other obligations assigned to the Administrator under the Forest Conservation Agreement.

2. REPRESENTATIONS

The undersigned represents and warrants to the Parties to the Forest Conservation Agreement as of the date hereof as follows:

- (a) It is a foundation duly established, organized and validly existing under the laws of Indonesia.
- (b) It has the corporate power, and has obtained all required authorizations, to conduct its business as presently conducted and to enter into, and comply with its obligations under, this Acceptance Instrument, the Forest Conservation Agreement and all other Transaction Documents.
- (c) It has thoroughly reviewed the Forest Conservation Agreement and all other Transaction Documents.
- (d) The execution and performance of its obligations hereunder do not and will not constitute a breach of, or conflict with, any other material agreement or arrangement, whether written or oral, by which it is bound.
- (e) This Acceptance Instrument constitutes its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof.
- (f) *[insert name of person]* shall be responsible for managing the provision of services by KEHATI as Administrator unless and until each of the Permanent Members of the Oversight Committee appointed by each of the US, the GOI and CI shall have consented to a replacement for such person pursuant to Section 9 (*Replacement of Manager*) below.

3. EFFECTIVENESS

This Acceptance Instrument shall take effect immediately upon the satisfaction or waiver of the conditions set forth in Section 3.2 (*Conditions Precedent to the Obligations of the NGOs*) of the Forest Conservation Agreement.

4. COVENANTS

The undersigned shall comply with all the covenants and other obligations imposed on the Administrator under the Forest Conservation Agreement and all other Transaction Documents.

5. WAIVER OF IMMUNITY BY ADMINISTRATOR

- (a) To the extent that the Administrator has or acquires immunity (sovereignty or otherwise), it hereby agrees not to claim and hereby waives such immunity.
- (b) Without limiting the generality of the foregoing, the Administrator agrees that the waiver set forth in this Section shall have the fullest scope permitted under applicable laws, including the Foreign Sovereign Immunities Act of 1976 of the United States of America and is intended to be irrevocable for purposes of such Act.

6. NOTICES

For the purpose of Section 13.3 (*Notices*) of the Forest Conservation Agreement, all notices, consents, requests, instructions, approvals and other communications to the Administrator provided for in the Forest Conservation Agreement shall be directed as follows:

Address : Yayasan Keanekaragaman Hayati Indonesia
(A/K/A KEHATI Foundation)
Jalan Bangka VIII No. 3B
Pela Mampang
Jakarta 12720, INDONESIA

Attention : Executive Director

Facsimile : (6221) 7196131

7. GOVERNING LAW AND JURISDICTION

Section 12 (*Dispute Resolution*) and Section 13.2 (*Governing Law*) of the Forest Conservation Agreement are hereby incorporated by reference into this Acceptance Instrument.

8. REPLACEMENT OF MANAGER

No individual shall be appointed by the Administrator to manage or shall manage the services of KEHATI as the Administrator under the Transaction Documents unless and until each of the Permanent Members of the Oversight Committee appointed by each of the USG, the GOI and CI consents in writing to such appointment.

9. COUNTERPARTS

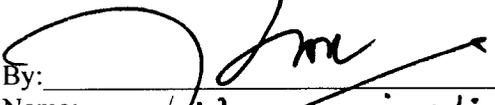
SIGNED:

YAYASAN KEANEKARAGAMAN HAYATI INDONESIA, as Administrator

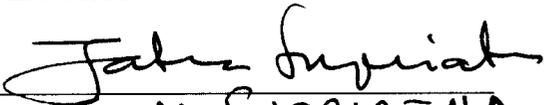
By: 
Name: HARIADI KARTODIHARDJO
Title: CHAIRPERSON, EXECUTIVE BOARD

ACKNOWLEDGED AND ACCEPTED:

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA

By: 
Name: HARYADI ISTIMAWAN
Title: SECRETARY FOR THE DIRECTORATE GENERAL
OF FOREST PROTECTION AND NATURE CONSERVATION

CONSERVATION INTERNATIONAL FOUNDATION

By: 
Name: JATNA SUPRIATNA
Title: VP for INDONESIA

YAYASAN KEANEKARAGAMAN HAYATI INDONESIA

By: 
Name: HARIADI KARTODIHARDJO
Title: CHAIRPERSON, EXECUTIVE BOARD

Consent to Closing Date and Notice of Waiver

August 27, 2009

Consent to Closing Date

1. Pursuant to Section 2.3 of the Swap Fee Contractual Agreement among the Government of the United States of America (the "USG"), Conservation International Foundation ("CI") and Yayasan Keanekaragaman Hayati Indonesia ("KEHATI"), having an effective date of July 1, 2009, and as amended, the parties thereto hereby agree that the "Closing" shall take place on September 2, 2009.
2. Pursuant to Section 2.3 of the Agreement between the Government of the Republic of Indonesia (the "GOI") and the USG Regarding a Debt-for-Nature Swap With Respect To Certain Debt Owed By the GOI to the USG, having an effective date of July 1, 2009, and as amended, the parties thereto hereby agree that the "Closing" shall take place on September 2, 2009.
3. Pursuant to Section 3.1 of the Forest Conservation Agreement (the "**Forest Conservation Agreement**") among the GOI, CI and KEHATI, dated as of June 30, 2009, and as amended, the parties thereto hereby agree that the "Closing" shall take place on September 2, 2009.

Notice of Waiver

4. Pursuant to Section 3.3 of the Forest Conservation Agreement, the USG, the GOI and CI hereby waive as conditions precedent to Closing the following requirements of the FCA:
 - a. The requirement in Section 3.2.7(a)(ii) of the Forest Conservation Agreement that the initial Administrator (as defined in the Forest Conservation Agreement) shall have delivered a budget of its Management Expenses (as defined in the Forest Conservation Agreement) through the end of December 2010; and
 - b. The requirement in Section 3.2.7(b) of the Forest Conservation Agreement that the GOI, the USG and CI shall have confirmed in writing the Management Expenses cap determined by them in accordance with Section 5.2.10 of the Forest Conservation Agreement.

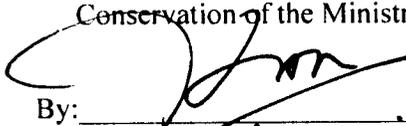
Confirmation of Budget of Management Expenses and Management Expenses Cap

6. The GOI, CI and KEHATI hereby agree, with the concurrence of the USG, that:
 - a. KEHATI, as the initial Administrator, shall have delivered to the Oversight Committee the budget of its Management Expenses through the end of December 2010 no later than 30 days after the Closing, which budget shall be subject to the approval and consent of each of the USG, the GOI and CI; and
 - b. The USG, the GOI, CI and KEHATI shall have confirmed in writing the Management Expenses cap no later than 30 days after the Closing.

[End of text; signature page follows]

IN WITNESS WHEREOF, this Consent to Closing Date, Notice of Waiver and Confirmation of Management Expenses Cap has been executed and delivered by the parties hereto on the date first above written.

THE GOVERNMENT OF THE REPUBLIC OF
INDONESIA, represented by the Directorate
General of Forest Protection and Nature
Conservation of the Ministry of Forestry

By: 

Name: HARYADI HIMAWAN

Title: SECRETARY FOR THE DIRECTORATE GENERAL
OF FOREST PROTECTION AND NATURE CONSERVATION

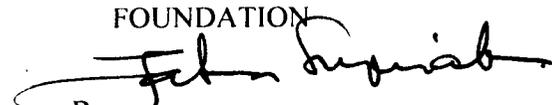
THE GOVERNMENT OF THE UNITED STATES
OF AMERICA

By: 

Name: Theodore G. Osius

Title: Deputy Chief of Mission

CONSERVATION INTERNATIONAL
FOUNDATION

By: 

Name: JATWA SUPRIATNA

Title: UP INDONESIA

YAYASAN KEANEKARAGAMAN HAYATI
INDONESIA

By: 

Name: HARYADI HIMAWAN

Title: CHAIRPERSON, EXECUTIVE BOARD