

Summary and Evidence

In the cases

Michael Patrick Donnelly

and Children

Sean Donnelly & Brenden Donnelly

vs

Ni Made Jati,

and Ni Nyoman Suti,

Heru Widiyanto,

and others

In Connection With

III. Explanation of Kori Restaurant

Oktober 2009

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III. Regarding Kori Restaurant

Made Jati Uses Thugs to Seize Kori Restaurant

Kori Restaurant opened in June 1998 with Michael Donnelly and Made Jati Donnelly holding 50% and Gary Hewson and Pamela Hewson holding 50% in accordance to an agreement written and signed by the four partners in October 1997

Pamela and Gary Hewson divorced in 1999 and Pamela gave her share to Gary. Kori Restaurant continued to proceed smoothly with Michael and Made receiving 50% of the profits and Gary receiving 50% of the profits until Made Jati served Michael with an Accusation of Divorce based upon false marriage documents in April 2005.

Gary remained in control of Kori Restaurant after that, but beginning in May 2006 Made Jati began to harrass Gary with letters demanding accounting information, eventually denying that Gary was a partner in the restaurant, and finally demanding that Gary turn over control of the restaurant to her employee Heru Widiyanto.

Gary replied that he was indeed a partner since the inception of the restaurant according to a written agreement between Gary and his wife and Michael and Made signed together in 1997, that Gary did not have the accounting records because since the beginning of the restaurant all accounting had been handled by Michael, as Made well knew, and that Gary as a 50% shareholder in the restaurant did not agree that Heru enter the management of Kori Restaurant.

Made Jati never answered Gary's points of reply but instead increased her threats. Made Jati refused to meet with Gary or Michael. Made Jati did finally agree to a meeting on 4 April 2007, but directly upon entering the room she refused to speak about any issues but left an ultimatum letter threatening Gary with legal action.

After this Made Jati began to apply pressure by sending thugs to Kori Restaurant to frighten the employees, and the thugs increasing began to stay at Kori Restaurant for up to 24 hours.

By July 2007 Gary was afraid to enter the restaurant again because of the thugs. In August 2007 when Michael returned from California hoping to meet with Made Jati to discuss the email death threat, but Made Jati refused to meet with Michael, Gary requested assistance so that he could reenter the restaurant.

At Kori Restaurant Made Jati had already replace Gary with a new manager from Austria. When Michael told the new manager that he did not have the right to be at Kori Restaurant her refused to leave. One hour later Ida Bagus Wikantara arrived with a group of thugs, placing them both in the restaurant itself and on the road outside. Made Jati's brothers and other family members led the outside band and they began to drink heavily and yell threats, until finally it was necessary to call the police to request an escort to leave the restaurant safely. The police sent a squad car and Michael and Gary left the restaurant in the back of the squad car. Since that day neither Gary nor Michael have entered again to Kori Restaurant.

Two administration managers at Kori Restaurant named Amie Suyatmi and Dede Ari Gunawan were also ordered to cease work and leave the restaurant, and they were later fired without explanation or their accumulated severance pay.

Partners at Kori Restaurant

The fact that Gary is a partner at Kori Restaurant is supported by extensive evidence but is opposed by Made Jati based upon formal Corporation founding documents which are suspected of being false.

Before opening Kori Restaurant with Gary and Pam as 50 / 50 partners, we started in 1995 with an offer of 50 / 50 partnership with a different person named Mark Wilson who is now the British Consul in Bali. At that time Mark Wilson had a girlfriend name Hariati Haripuji and we opened PT Banyan Merta Wijaya in Hariati's name to cover the restaurant which at that time we call "Banyan Restaurant".

But because of personal problems between Mark and Hariati they withdrew from the project and closed PT Banyan Merta Wijaya. I had already started renovation of the restaurant but because we no longer had a partner all the renovation was stopped and the project was frozen in July 1996.

In June 1997 Made and I were introduced to two other possible partners with restaurant experience named Jeff and Joan Mathews, and we offered a 50 / 50 share in the project to them, just as we had done to Mark and Hariati. But because they received an interesting offer to join Mandara Spa, they introduce us instead to their friends Gary and Pamela Hewson who also had restaurant experience, and they agreed to our 50 / 50 offer.

Because of a government policy in 1997 that all business names in Indonesia must be in the Indonesian language, we decided to rename the restaurant Kori instead of Banyan.

Michael and Made and Gary and Pamela wrote an agreement in early October 1997. According to Made Jati and Heru Widiyanto who handled all government issues, it was difficult to open a restaurant as a "PMA" or Foreign Capital Investment corporation, so we all agreed to Made Jati's suggestion that we open as a limited local PT corporation in the name of Made Jati and a family member as shareholders, and that we document the actual ownership in an informal contract. We felt that this was an acceptable solution because Made Jati was my legal wife and Made Jati and her family were honest and could be trusted.

Construction on Kori Restaurant was started again in December 1997.

The sequence of events can be seen in the accounting records hand-written by Ni Ketut Nerthi who was our bookkeeper and Made Jati's younger sister. The building project was frozen in July 1996. There is a note about three payments in October 1997 representing the founding of the new PT. The records state

6 / 10 / 97	Deposit Cash for PT Kori Uluwatu <Bank Bumi Daya>	2.000.000
-------------	---	-----------

2 / 10 / 97	To pay deposit to arrange UKL & UPL, Business License and Governer's Business permit.	6.500.000
10 / 10 97	To pay company founding documents.	1.500.000
	Rp	10.000.000

Because the paper in the accounting book is thin, we can see that the writing on the previous page is from July 1996 when the building project was halted. We can also see that the following page contains accounting from December 1997 when the building program was reactivated.

This information also agrees with the hand-written notes of Made Jati herself in her personal cash book, where she enters similar information

Sugiati PT Kori [Sugiati is the name of a notary]	1.500.000
Open Bank PT Kori	2.000.000
P.T. Bali Ide [A service company to arrange business licenses]	6.500.000
	10.000.000

That Gary is indeed a partner can be seen because Gary and Pamela did pay in capital, and this capital was entered into the Kori accounting books and all other accounting records including an outside audit of accounting that we requested in 2000.

Gary received a "profit share" of 50% from the first month, and we have many receipts signed by Made Jati herself with notation of 50% as "Owner's Share", meaning in this case the land owner, that is Michael and Made Jati, because the land and building was private property of Michael and Made and never entered into the capital of Kori Restaurant.

Suspected Falsification of Documents and Fraud

When Made Jati began to pressure Gary and Michael to leave Kori Restaurant based on the excuse that she and her brother Ketut Denda were the legal owners, Michael and Gary examined the founding documents carefully for the first time. Gary does not read Indonesian and so could not read the documents himself. Michael had never read the documents because they were stored in the Kori office and in any case it was clear from the partnership agreement of 1997 that there would indeed be a PT set up as the formal representation of the business, that a member of Made's family would hold a formal share, but that in fact the PT would not represent the true ownership of the restaurant.

In the founding documents there appear many problems

- According to the partnership agreement signed in October 1997, Made Jati would open a PT in the future as the formal shelter for the business. From Made Jati's explanation at the time which is reflected in the language of the partnership agreement, this PT did not yet exist. If a PT already existed, certainly we would have stated so in the partnership agreement.
- According to the founding documents, Made Jati and Ketut Denda founded the PT in December 1996, that is nine months before the partnership agreement, despite Made Jati telling Michael,

Gary and Pam that the PT did not yet exist.

- In December 1996 Made Jati was not in Bali because we had travelled as a family to California for Christmas and we were accompanied by Made Artini.
- Therefore in December 1996 only Ketut Denda was in Bali to open the PT.
- Ketut Denda is not a businessman. He lives in Japan and works as a gardener, and he does not have money for capital and does not have business experience to work with a notaris to open a PT on his own, and there is no evidence that Ketut Denda was in Bali in December 1996.
- Made Jati has repeatedly used Ketut Denda to place our personal properties in his name, and this is indeed the case with Kori Restaurant.
- The restaurant construction project was frozen in July 1996 until October 1997 because we had no partner. There is no reason that opening a PT in December 1996 was so important that it had to be done in a rush while Made Jati was in California.
- The name of the project when it was frozen was Banyan Restaurant, not Kori Restaurant. The name PT Banyan Merta Wijaya was based on Banyan Restaurant. The name PT Kori Uluwatu is based upon Kori Restaurant, but this name did not exist in 1996 and I developed the name Kori only in 1997 when we found new partners.
- The letter from Bank Bumi Daya regarding opening of an account for PT Kori Uluwatu with Rp 100,000,000 is a lie, because this amount appears nowhere in any of our accounting records. The letter from Bank Bumi Daya is dated 7 October 1997, and it is clear from the accounting records of Ketut Nerthi and Made Jati that Kori Restaurant opened the PT account with Rp 2,000,000 on 6 October 1997. The Bank Bumi Daya letter does not contain an account number, a date on which the account was opened, or the name of any Bank Bumi Daya officer to take responsibility for signing this letter.
- From all accounting at Kori Restaurant beginning in October 1997 the cash existing in the Bank Bumi Daya account was Rp 2,000,000, not Rp 100,000,000.
- According to the cash book notations of both Ketut Nerthi and Made Jati, the notary Sugiarti Hostiadi was paid for services of opening a PT on 10 October 1997, not December 1996.

Therefore the conclusion can be drawn

- That the letter from Bank Bumi Daya contains false information and is similar in concept to the actions of Made Jati in obtaining supporting documents from Tabanan with false information to obtain a fraudulent marriage certificate in September 1996, and the Supreme Court of Indonesia has already ruled that this is an action contrary to law.
- That the founding documents of PT Kori Uluwatu were falsified with a date of December 1996 as if the PT existed prior to the partnership agreement of October 1997.
- That the true date of the documents founding PT Kori Uluwatu is on or about 6 October 1997.
- That the capital investment of Rp 100,000,000 is fictitious.
- That Made Jati prepared all the false documents regarding Kori Restaurant prepared in 1997, one year after she prepared the extensive false documents regarding our marriage, and that this method of fraud was characteristic of Made Jati.
- That Made Jati's intentions in October 1997 were always to carry out a planned fraud against her partners and her husband by using an excuse that PT Kori Uluwatu was in existence before the Kori Restaurant partnership.

With our new partner Gary Hewson, we changed the project name to Kori Restaurant



Agreement between M&M and G&P for Kori Restaurant

Michael and Made (MM) and Gary and Pam (GP) write this letter of understanding to document our intentions in opening Kori Restaurant. By setting out our purposes now and by anticipating possible events which may occur in the life of our partnership, we hope to avoid later misunderstandings. And if such misunderstandings do later occur, we will refer back to and settle in the spirit of this letter.

The business is a 50 / 50 partnership between MM and GP. Made and other family members will hold the PT shares, but this is only a formality to comply with Indonesian law. Directorship of the company is a formal position to comply with Indonesian law and the director does not have any actual decision making power in the business.

Contribution to capital will be Rp 40,000,000 each. All the remaining input capital is a loan from MM, to be repaid over a period of 2 to 5 years. Additional cash may needed in the early years; this will be paid in by MM as necessary and entered into the loan balance. The loan will carry an interest rate of 8% starting in March 1998.

GP will receive US \$2,000 each as cash free of tax as management fee throughout the life our partnership. MM will receive US \$ 1,500 as lease on the premises for opening months through 1998, increasing to \$2,500 in 1999 and \$3,000 in 2000. If cash is not available to pay the lease, the monthly lease payment will be entered into the loan. Taxes paid on GP payroll and MM lease for whatever we represent to the tax board as the payment amounts will be treated as expenses to the business.

GP salaries will start in January 1998 upon Gary or Pam's return to Bali. Costs of visas, working permits, exit taxes and all related costs which are paid to the Indonesian government or to Bali lde to arrange the paperwork are costs to the company. They will continue each year as company costs as long as Gary and Pam remain active managers. Airfare is a business cost. Other travel will remain private costs to GP.

GP are the active operating partners with sole responsibility for operations, employee relations, and green accounting. Information about operations and bookkeeping will be open to MM at anytime, however. MM are semi-silent partners, working together with GP on design, marketing, government office coordination, tax planning and red bookkeeping, maintenance, security and Satpam.

We will have two bank accounts : GP will control the operating cash account and only their signatures will be required. Our cash reserve account will require joint signatures of Made or Michael plus Gary or Pam.

MM have relatives who may wish to work in the restaurant. The decision to hire, discipline, or fire relatives is entirely up to GP as the operating partners.

The lease gives Kori the right to use the entire property in cooperation with the Uluwatu shop. The Uluwatu shop may use the storage room and employee facilities. The premises lease will be perpetual, meaning that the lease is in effect as long as the business continues and cannot be canceled or changed.

The lease rate and salaries will be frozen at the above rates; our real objective is to enjoy the 50 / 50 split of profits after all expenses and loan repayments. Attached to this letter of understanding are our initial spreadsheet projections which detail our expectations for the forms of the income, expense, loan repayment, and profit accounting.





The loan is to be repaid over 2 to 5 years depending upon available cash to repay the loan. We would all like the loan repaid as soon as possible so that both parties can enjoy the profit split unencumbered by the loan. Gary suggests 20%, 30%, 40% of Gross Profit in years 1, 2 and 3 going to loan repayment, with an additional 3% of revenue into a provisional fund starting in month 13. But we can alter these figures according to available cash.

We recognize that our purpose in Kori restaurant is to make money. We know that this is not the only reason that people open restaurants: restaurants are also opened for personal enjoyment and ego gratification. But both parties recognize that our Kori restaurant is for profit. There may be questions later of marketing, design, organization, menu, etc., but we shall remember that the overall purpose is profit.

If either party wants to sell their share it is to be sold as an entire unit; there is no splitting of shares. The other party has first right of refusal for the other share. We agree that the selling price of the share is not of concern to the other party, but that the other party has veto right over the prospective partner. This is to avoid forcing a bad partnership on the remaining partner and to ensure selection of a new partner with whom the remaining partner feels comfortable. We need a transition period agreeable to the remaining partner to work the new partner into the system, but the transition period will not exceed six months.

If GP want to hold their share and hire a manager to run operations, MM have no objections as long as we agree to the manager. The manager's salary will be paid from GP's share rather than being entered as an operating expense of the PT. MM also have no objections if GP want to self-finance the sale of their share to a manager; again the terms of the sale and manager's salary are entirely up to GP.

We also need to consider what we might do about various disasters:

If Bali experiences a major disaster such as volcanic explosion or political upheaval that stops the business, then the business, the loan, and interest freeze, until and unless we can revive the business.

In a business disaster such as fire, we presume we should be insured but there is no guarantee that the insurance will cover all the costs. We should carry separate policies on the building and on the equipment and other assets, and key man if available. The business, the loan, and interest freeze, until and unless we can revive the business. We need to reconsider whether we wish to continue the business after rebuilding.

If something were to happen to MM so that they could no longer continue their involvement: we need a letter of instruction to Made's family that the business will continue as before with her family as partners to GP.

If something were to happen to GP it would likely be a major problem for the continuation of the business. If the business has to shut down, the business, the loan, and interest freeze, until and unless we can revive the business. If MM have to hire a manager to cover for GP while they are unable to work, the salary comes from GP salary provisions (plus GP share participation if necessary), but a new manager does not affect the remaining GP share participation. The eventual disposition of GP's share would still be up to GP.

If we experience a disaster that would require a major input of financing, MM may have to decide whether it is worthwhile to them to put more capital into the business to revive it.

If the business closes because of a disaster or because of poor profits, the assets or proceeds from sale of assets will be split 50 / 50 after satisfying the loan. The assets include cash, A/R and A/P, and everything that the business has purchased, but it does not include the building itself or the perpetual lease agreement or the fixed landscape and fixed decor elements.

Because we are 50 / 50 partners, it is possible to have minor or major disagreements which we cannot resolve because we do not have a dominant partner. If we cannot resolve our disagreements in any other way, we need to find mutually acceptable friends to mediate. We are going into this project with objectives of mutual profit and fair play, and our instructions to the mediators should emphasize that these are the guiding principles. We should then agree in advance to abide by the decisions of the mediators.



Maximizing our profit requires an innovative approach to the market so that Kori stands out in the intense competition of Kuta. We agree on an overall image to Kori: we are selling an experience of Bali which is also a restaurant. Image is similar to Uluwatu, recalling an authentic Bali in atmosphere but not necessarily in cuisine. Waitresses will wear Bali clothes rather than uniforms, atmosphere should be noisy, casual and fun with quiet retreats, an inviting place to stay and experience rather than just eat and go. The food is to be good, with good value for money, but not gourmet. We expect our target market to include expats as well as tourists from every level. In particular, by offering an experience of Bali rather than simply a meal, we aim to pull in even low end tourists who will splurge for their one big night out.

Wishing one another an enjoyable partnership and good profits, we are :

Michael Donnelly

Gary Hewson

Made Jati

Pam Hewson

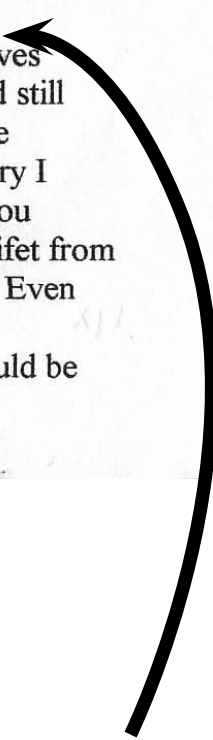
Registered By
ELISABETH SRI WIDIASIH, SH.,
Notary public in Denpasar,
Under number : 114/Reg/2007
Dated : 10th of May 2007



GHewson (Kori)

From: Pamela Hewson <pamelahehewson@hotmail.com>
To: <ghewson@korirestaurant.com>
Sent: Monday, June 11, 2001 6:18 PM
Subject: Re: Reply

Gary, Hi, yes I do agree about Alana paying back some of the money, but it will depend on when she gets a job. We will get you from the airport, no problem, Alana's organized for us to see the Griffith Uni so we will see that also that Sunday, I will also come as I have not seen it. You can have lanie's bed for as long as you want to stay. I also agree it would be good to be on agreement re settlement. I am wanting to get the consent and divorce papers put in while you are here, it means a trip to Brisbane, but I believe you have to go to Brisbane anyway for some paper work. I believe we agreed on me having the house money in Melbourne, the shares here in Aus, and in lieu of half super I would keep the unit in Brisbane. You can keep my share of Kori and your assets in Bali and Your super. I would expect maintaince as usual until circumstances change, ie one of the girls moves out of home or I live with or marry some one. If I buy a salon I would still expect maintaince for a reasonable time until I can support myself. The school fees and tertiary or uni fees would have to be paid by you. Gary I will need all the house money just to get a home for the girls and I, You can not buy a decent home under \$250.000. The girls will always benifet from this home anyway as in my will they will get every thing that is mine. Even if I do get involved with some one I will always protect the girls and myself with our assetts. If you have any questions let me know, it would be good to have all this settled before your visit. Thanks Pam.



Sanur, 24 May 2006

To: **Mr. Gary Hewson**
Operation Manager
Kori Restaurant
Popies Lane II
Kuta Bali

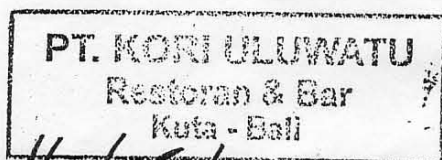
Dear Gary,

Herewith I am requesting you to provide the following documents:

1. Statement of Operation (Profit and Loss) for the following period:
 - January to December 2004
 - January to December 2005
 - January to April 2006
2. Statement of Financial Position (Balance Sheet) for the following period:
 - January to December 2004
 - January to December 2005
 - January to April 2006

I would be happy if I can get above documents by next week.

Sincerely,



Made Jati



FAX : 001 62 361 752 510
PHONE : 001 62 361 758 605
ADDRESS : Jl. Poppies 2 Kuta - Bali
E-mail : info@korirestaurant.com
E-mail : www.korirestaurant.com

Denpasar, 10 Januari 2007

Kepada
Yth. Mr. Garry
Manager Kori Restoran
di-

Tempat

Hal : Permohonan Data Pendukung

Dengan hormat,

Bersama surat ini kami selaku Kuasa pengurus PT. Kori Restoran, mohon data pendukung atas Laporan Keuangan Bulanan yang telah kami terima. Adapun data pendukung yang kami perlukan berupa Bukti Kas, Buku Bank, Buku Penjualan, Buku Pembelian, Buku Hutang, Piutang, Daftar inventaris, Daftar Gaji Karyawan, Slip Gaji beserta Nota-nota, Tanda Bukti Pembayaran & Penerimaan, Bukti pendukung lainnya dari Bulan Januari 2006 sampai dengan Desember 2006.

Ini semua kami mohon untuk mengadakan Evaluasi perkembangan usaha kami.

Demikian surat permohonan ini kami sampaikan, atas perhatian dan kerjasamanya kami mengucapkan terimakasih.

Kuasa Direktur

Heru Widiyanto



Ni Made Jati
Komisaris

Denpasar, January 10, 2007

Mr Garry

Manager of Kori Restaurant

Present

Subject: Request for Supporting Data

Dear Mr Garry,

I, as Proxy of the Management of PT. Kori Restaurant, herewith request you to provide supporting data for the Monthly Financial Reports received by me. The supporting data which I need are: Cash Records, Bank Book, Selling Book, Purchasing Book, Receivable and Payable Books, Inventory List, Payroll, Salary Slips together with notes, Evidences of Payment & Receipts, other supporting records from January 2006 through December 2006. All of them are required to evaluate our business progress.

Thank you very much for your kind cooperation.

Proxy of Director

Signed

Heru Widiyanto

Acknowledged

signed and seal

Ni Made Jati

Commissioner

SURAT KUASA DIREKTUR

Yang bertandatangan dibawah ini :

N a m a : I KETUT DENDA.
Tempat/Tgl. lahir : Badung, 16 Juni 1971.
Pekerjaan : Wiraswasta.
Kewarganegaraan : Indonesia.
Alamat : Jl. Poppies I/32, Kelurahan Kuta,
Kecamatan Kuta, Kabupaten Badung,
pada saat ini berada di 2-6-24 Hase
Kamakurashi Kanagawa-Ken, Japan 248-0016.

- dalam hal ini bertindak selaku Direktur dari perseroan -----
terbatas yang akan disebut dibawah ini, demikian sah mewakili
Direksi dari dan karenanya untuk dan atas nama perseroan ----
terbatas PT. KORI ULUWATU, berkedudukan di Kelurahan Kuta, --
Kecamatan Kuta, Kabupaten Badung, (selanjutnya disebut -----
perseroan), yang anggaran dasarnya termuat dalam akta -----
pendirian tertanggal 24 Desember 1996) Nomor 24, minutanya --
dibuat dihadapan SUGIARTI HOSTIADI, Sarjana Hukum, Notaris di
Denpasar, dan telah memperoleh pengesahan dari Menteri -----
Kehakiman Dan Hak Asasi Manusia Republik Indonesia, dengan --
Surat Keputusannya tertanggal 2 Pebruari 2001 Nomor : -----
C-1083 HT.01.01.TH 2001. -----

Dengan ini memberi kuasa kepada :

N a m a : HERU WIDIYANTO.
Tempat/Tgl. lahir : Klaten, 05 September 1962.
Pekerjaan : Pegawai Swasta.
Kewarganegaraan : Indonesia.
Alamat : Jl. Kresna No. 29 A, Desa Delod Peken,
Kecamatan Tabanan, Kabupaten Tabanan.

----- K h u s u s -----
Untuk dan atas nama PEMBERI KUASA menghadap sepenuhnya -----
dimanapun juga dan terhadap siapapun juga didepan dan diluar --
Pengadilan dalam segala hal urusan dan tindakan baik tindakan -
pengurusan maupun tindakan pemilikan, sehingga PENERIMA KUASA -
berhak dan berkuasa melakukan dan mengerjakan untuk dan atas --
nama PEMBERI KUASA segala sesuatu yang PEMBERI KUASA sendiri --
sebagai Direktur dari Perseroan tersebut diatas menurut -----
anggaran dasar perseroan berhak dan berkuasa melakukan dan ----
mengerjakannya dengan tidak ada yang dikecualikan. -----

Demikian Surat Kuasa ini dibuat dengan sebenarnya untuk --
diketahui dan dapat dipergunakan sebagaimana mestinya. -----

JUL 26 2006

SEEN BY :

Indonesian Embassy Tokyo.

of Consular Section



PEMBERI KUASA



(I KETUT DENDA)



Gang Poppies 2, Kuta – Bali

Phone : 0361 – 758 605 / Fax : 0361 – 763 302

E-mail : info@korirestaurant.com ~ Website : www.korirestaurant.com

No.: 01/K.Dir.Kori Uluwatu/II/2007
Encl.: 2 sheets
Subject: Warning Notice I

Mr Gary Hewson
Kori Restaurant Manager
Jl. Poppies II, Kuta, Badung
BALI

Dear Mr Hewson,

For and on behalf of the Director of PT. Kori Uluwatu, herewith I am serving you a First Warning Notice. The basis for this First Warning Notice is because you could not comply with the request of the Commissioner of PT. Kori Uluwatu as contained in the letter dated May 24, 2006 (enclosed), namely a request for a Statement of Operation and a Statement of Financial Position, for the periods of:

January through December 2004

January through December 2005

January through December 2006

and as per letter of Request for Supporting Data dated January 10, 2007 (enclosed).

I also hereby remind and instruct you to prepare as request in both letters above within a period of seven (7) days effective the date of this Warning Notice.

Thank you very much for your kind attention.

Denpasar, February 26, 2007
Proxy of Director of PT. Kori Uluwatu



Heru Widiyanto



Gary Hewson
Kori Restaurant
Kuta, Bali

Heru Widiyanto
PT. Uluwatu
Jl. Danau Tondano No 78
Sanur Bali

Regarding The letter from Bapak Heru Widiyanto 26 February 2007, we wish to inform Bapak Heru as follows:

1. As already known and repeatedly explained to Bapak Heru, the ownership of Kori Restaurant is already so arranged in a contract date 1997 such that we regret that we cannot comply with Bapak Heru's request.
2. As a practical matter, management at Kori Restaurant does not have the accounting books that are the basis Bapak Heru's letter, and Bapak Heru has already received this explanation repeatedly from Kori management. The accounting books are already and have always been since 1999 in the hands of Michael and Made Jati Donnelly, per agreement between Michael and Made Jati Donnelly and Gary Hewson.
3. Regarding the letter of 26 February, Kori Restaurant management has previously explained that Bapak Heru's request cannot be fulfilled because of the prior existence of a contract concerning ownerships of Kori Restaurant, such that document of those in the contractual relationship. If there are to be changes in the management provisions of Kori Restaurant, we must hold first a meeting of those involved in the aforementioned contract.

Badung, 2 March 2007-03-02

CC

1. Mr. Michael Donnelly
2. Mrs. Made Jati

Sincerely yours,

Gary Hewson

PT. KORI ULUWATU
Restoran & Bar
Kuta - Bali

Jl. Poppies 2, Legian - Kuta, Bali – Indonesia 80361



*Received to Kori
Maid, 27th*

Gang Poppies 2, Kuta – Bali

Phone : 0361 – 758 605 / Fax : 0361 – 763 302

E-mail : info@korirestaurant.com ~ Website : www.korirestaurant.com

Denpasar, March 21, 2007

Mr Gary Hewson
Manager Kori Restaurant
Jl. Popies II Kuta, Badung
BALI

Dear Mr Hewson,

For and on behalf of PT. Kori Restaurant, I would like to respond to your letter dated March 2, 2007 as follows:

1. That legally it is clear that the Deed of Incorporation of PT. Kori Uluwatu does not mention ownership other than the shares ownership as contained in such deed of incorporation so that your letter stating said ownership agreement does not discharge you of your responsibility as Manager to surrender the accounts and financial report as per letter dated March 26, 2007.
2. That as proxy of the director officially and lawfully I don't know anything about an agreement between Mrs Ni Made Jati, Mr Gary Hewson and Mr Michael Patrick Donnelly, because the agreement that you meant has never been received and found by me so that in order to clarify the problem before I take legal action, it would be better for you to send me a copy of such ownership agreement as stated in your letter.
3. I revert to the subject of our previous letter and expect that you report to me as proxy of the Director lawfully responsible about the conduct of all business activities and a financial report of Kori Restaurant.
4. I refer to your letter point 1 where you have never explained anything to me as proxy of the Director responsible for PT. Kori Uluwatu. And in the

future as the Restaurant manager, I instruct you to report periodically the weekly business activities and financial report of the restaurant to me in writing in order to oversee the business activities of Kori Restaurant.

This is my response as proxy of the Director and thank you very much for your kind attention.

Sincerely yours,

 **PT. KORI ULUWATU**
Restoran & Bar
Kuta - Bali

Heru Widiyanto

Michael Donnelly
Jalan Pengembak No 12
Sanur, Bali

27 March 2007

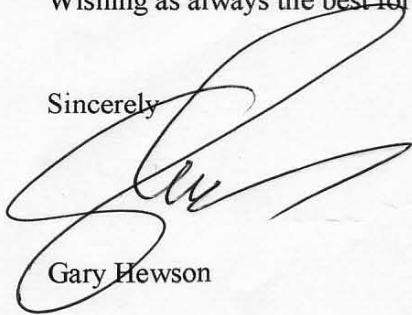
Dear Michael and Made,

In reference to our partnership agreement of 1997, I would like to inform you of certain changes in my KITAS status. I have decided that as an advancement of my career I would like to take a position with a management consultanting company. This management consulting company will be responsible for my KITAS and work permit.

My current KITAS with Kori expires in May 2007. After that, based on my new consulting position, I will issue a manangement agreement between Kori and my new consulting company in which I will continue full responsibility for Kori management.

Wishing as always the best for our continuing success,

Sincerely



Gary Hewson

Michael dan Made yth,

Sehubungan janji partnership kita tahun 1997, saya ingin sampaikan bahwa akan ada perubahan status KITAS saya. Saya sudah memutuskan bahwa supaya kemajuan kareer, saya ingin ambil posisi dengan perusahaan management. Perusahaan management ini akan bertanggung jawab atas KITAS dan ijin kerja baru saya.

KITAS saya current expiry Mai 2007. Setelah itu, didasarkan posisi consulting baru, saya akan mengeluarkan janji management antara Kori Restaurant dan perusahaan consulting yang baru dimana saya tetapi bertanggung jawab penuh untuk management Kori.

Selalu sampaikan harapan besar untuk sukses kita selanjutnya,

Hormat saya

Gary Hewson
Kori Restaurant & Bar
Gang Poppies II
Kuta, Bali

Michael Patrick Donnelly
Jalan Pengembak No. 3
Sanur, Bali

28 March 2007

Dear Michael,

In connection with our agreement of 1997 in which we agreed that in the case of problems or disagreements in management we would meet for discussion and if necessary request mediation with the assistance of friends to solve our problems, with this letter I request Michael Patrick Donnelly and Made Jati Donnelly to meet with me as soon as possible regarding an important management issue.

I propose that we meet on Wednesday 4 April 2007 at 14:00 p.m. at Kori Restaurant. Please return to me soonest your agreement to this time and date, or your suggestion for a alternate time and date as quickly as possible.

Thank you for you kind attention,

Sincerely,



Gary Hewson

Attachment : Letter from Heru Widiyanto to Gary Hewson dated 21 March 2007,
Received method unknown at Kori 27 March 2007.

Cc Made Jati

Kepada Michael dan Made Jati Donnelly yth,

Sehubungan perjanjian kerja kita tahun 1997, dimana kita setuju kalau ada problem atau selisihan soal management, kita akan merunding untuk membahas dan minta bantuan mediasi untuk mengatasi problem tersebut, dengan surat ini saya mohon pada Michael Donnelly dan Made Jati Donnelly untuk ketemu dengan saya tentang hal penting.

Saya harap kita bisa ketemu hari Rabu tanggal 4 April di Kori Restaurant. Tolong disampaikan kembali persetujuan waktu dan tanggal ini atau ide lain untuk waktu atau tanggal secepatnya.

Terima kasih atas perhatian Anda



Gang Poppies 2, Kuta – Bali

Phone : 0361 – 758 605 / Fax : 0361 – 763 302

E-mail : info@korirestaurant.com ~ Website : www.korirestaurant.com

Ni Made Jati
Jln. Pengembak Gang III, No 29
Sanur – Bali

Gary Hewson
Kori Restaurant & Bar
Gang Poppies II
Kuta, Bali

3rd of March 2007

Dear Gary,

In regards to your letter sent on the 28th of March 2007, I would like to inform you that I will accept your proposal to meet you on Wednesday the 4th of April at 14.00 p.m at Kori Restaurant.

Thank you for your kind attention; I will see you tomorrow according to the above specifications.

Sincerely,

PT. KORI ULUWATU
Restaurant & Bar
Kuta - Bali
Ni Made Jati

Ni Made Jati
3 / 3 / 07 (Samur – Bali)

Sehubungan surat Anda kiriman tanggal 28 Maret 2007, saya ingin sampaikan pada Anda bahwa saya akan menerima penawaran Anda untuk ketemu hari Rabu, tanggal 4 April jam 1400 di Kori Restaurant.

Terima kasih perhatian Anda; sampai jumpa besok sesuai dengan spesifikasi diatas.

Hormat saya,

Letter from Made Jati Pressuring Gary Hewson

ATTENTION

Gary Hewson
Kori Restaurant & bar
Gang Poppies II
Kuta - Bali

FROM

Ni Made Jati
Jln. Pengembak
Gang III - No29
Sanur - Bali

Date : 4 / 4 / 07

Dear Gary,

As previously agreed, I have attended Kori Restaurant at - 14.00, on this 4th day of April, 2007.

Be informed - As Operations Manager of Kori Restaurant, you have not been able to comply to the requests of the Commissioner and Proxy of the Director. You have repeatedly failed to release statements of operations and financial position along with supporting documents.

Four (4) formal requests to retrieve the above information have been put forward on the dates listed below.

1st request - 24th of May 2006

3rd request - February 26th 2007

2nd request - 10th of January 2007

4th request - 21st of March 2007

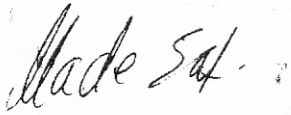
With rightful intention, formal letters and extensive time allowance, each request has not resulted in the release of any business activity reports (finance/operations) which unless noted otherwise, is a compulsory logical standard that is expected of any party in an operations managerial role. The 1997 work contract mentioned in *point one* of your letter dated 2/3/07 does not validate your failure to release the requested information as this contract has not been brought forth.

Consider this document as a final request to release to the commissioner of Kori Restaurant complete operations / financial statements including cash records / bank books / sale and purchase records / Receivable & Payable Books / Inventory List / Payroll documents Salary slips together with notes, evidences of payment and receipts for the duration between May 2004 and March 2007.

As an extended gesture of good will, we will give you 14 days (deadline 18/4/07) to hand over the above information. Once complete legitimate reports and documents are handed over by deadline, I - Ni Made Jati agree to meet you and be open for discussion at a time and date to be agreed upon.

Please note - If the documents requested are not handed over by the given deadline, necessary legal action will be taken.

Yours Sincerely,



Ni Made Jati
Commissioner - Kori Restaurant & bar
Date - (4 / 4 / 07)



Heru Widiyanto
Proxy of Director - Kori Restaurant & bar
Date - (4 / 4 / 07)

Correction - Yesterdays letter to agree upon today's attendance was mis-dated the 3rd or March 2007 instead of 3rd of April 2007. Please note this error and accept our apology for the mistake.

Gary Hewson
Kori Restaurant
Jalan Poppies II
Kuta, Bali

Made Jati Donnelly
Jalan Pengembak Gang III No 29
Sanur, Bali

7 April 2007

Dear Made,

I am disappointed at the failure of our meeting on 4 April.

In your letter of 3 April you accepted a meeting with the statement “In regards to your letter sent on 28 April 2007, I would like to inform you that I will accept your proposal to meet you on Wednesday...”. And in the letter that you left with Max on 4 April you stated “As previously agreed, I have attended Kori Restaurant at 14:00 on this 4th day of April...”

These statements are untrue and misleading. When you arrived at Kori on 4 April with Heru Widiyanto and Wikantara, you refused a meeting. Michael requested that Heru and Wikantara wait outside so that you, Michael and I might have a private meeting, but you refused and said “this is not a meeting, I am just going to give you a letter.” When Michael then said that you had accepted a meeting in your letter of 4 April, you said “This is a meeting but it is not a meeting.”

Made, the sentence “this is a meeting but it is not a meeting” is nonsense; it is a word game with no meaning whatsoever.

You said that after I accepted the letter you would agree to meet with Michael and me in two weeks. But the letter you left with Max contained a threat and an ultimatum giving me 14 days to comply with your demands or face legal action, and only after I complied with your demands would you then meet with me, no mention of Michael.

I would also like to point out again, as I have explained before to both you and to Heru, that I have already complied with all your requests for information and accounting to the best of my ability and that the information you requested is already in the hands of your husband Michael Donnelly.

Made, I consider your behavior unacceptable, deceitful, and in violation of good faith and proper responsible behavior between adults, as well as a violation of all our verbal and written agreements.

I request that you reconsider your actions and withdraw your letter of 4 April immediately. And as before, I still request a meeting with you and Michael at any reasonable time and place to discuss our differences.

Sincerely,

Gary Hewson

FROM : KORI RESTAURANT

FAX NO. : 62 361 75251071281

May. 02 2007 01:50PM P1

FROM : PT ULUWATU

FAX NO. : 0361 287054

May. 02 2007 01:48PM P1



Gang Poppies 2, Kuta - Bali

Phone : 0361 - 758 605 / Fax : 0361 - 763 302

E-mail : info@korirestaurant.com ~ Website : www.korirestaurant.com

Kepada,
Yth. Sdr Gary Hewson
Manager Restoran Kori
Jl. Poppies II Kuta
Badung.

Denpasar, 02 Mei 2007.

Hal : Pemberitahuan Audit


Dengan hormat,

Bersama surat ini kami selaku Kuasa Direktur PT. Kori Uluwatu dengan ini bertindak untuk dan atas nama PT. Kori Uluwatu. Memberitahukan kepada Sdr. Gary Hewson selaku Manager Restoran Kori, untuk menyiapkan dan menyediakan catatan - catatan, buku - buku, dokumentasi, dan informasi lain yang di perlukan dalam rangka pelaksanaan Audit sesuai Surat Perintah Kerja tanggal, 01 Mei 2007. dari PT. Kori Uluwatu kepada Kantor Akuntan Publik " K. GUNARSA & I.B DJAGERA ". yang akan dilaksanakan mulai sejak Hari Kamis tanggal 03 Mei 2007.

Kami mengharapkan kerjasama penuh dari staf Saudara dan kami yakin bahwa mereka akan menyediakan, memberikan dan melayani apa yang diperlukan dalam pelaksanaan Audit tersebut.

Demikian surat pemberitahuan kami sampaikan atas kerjasama dan perhatiannya kami ucapkan terima kasih.

Hormat kami


PT. KORI ULUWATU
Restoran & Bar
Kuta - Bali

Heru Widayanto
Kuasa Direktur

Gary Hewson
Kori Restaurant
Jalan Poppies II
Kuta, Bali

Made Jati Donnelly
Jalan Pengembak Gang III No 29
Sanur, Bali

2 Mei 2007

Dear Made,

Today I received a letter from Heru Widiyanto that he has ordered an audit of Kori Restaurant tomorrow 3 May 2007. I have already explained to you, to Michael and to Heru that Heru does not have any authority as manager or as Kuasa Direktur at Kori, as specified in our partnership agreement of 1997. Therefore I state again that I do not permit an audit of Kori Restaurant.

Sincerely,

Gary Hewson

cc Michael Donnelly

2 Mei 2007

Dear Made,

Saya hari ini menerima surat dari Heru Widiyanto bahwa dia sudah perintahkan ada audit di Kori Restaurant besok tanggal 3 Mei 2007. Saya sudah menjelaskan baik pada Anda, pada Michael dan pada Heru bahwa Heru tidak punya wewenang management atau selaku kuasa direktur di Kori, seperti ditunjuk di perjanjian partnership kita tahu 1997. Jadi sekali lagi saya tidak mengijinkan ada audit di Kori Restaurant.

Hormat saya,

Gary Hewson

cc Michael Donnelly

Attention
Mr. Gary Hewson
Manager of Kori Restaurant
Jln. Poppies II – Kuta
Badung

7th of May - 2007
Denpasar

Dear Mr. Gary,

Firstly, I would like to correct your mistake in your letter dated the 2nd of May 2007; My name is Ni Made Jati not Made Jati Donnelly.

I, the commissioner requested the auditing of Pt. Kori Uluwatu. As proxy of the director, I requested that Pak Heru delegate an auditor to conduct the auditing process. The reason I request this audit, is due to the fact that I have not been given the necessary information to reveal the growth and activities of Kori Restaurant.

As the restaurant manager, you do not have the authority to decline the audit of Pt. Kori Uluwatu. To add, in regards to the 1997 agreement you have mentioned, I have been given no clear explanation on this agreement therefore please provide me with a photo copy of the original document.

Thank you for your attention.

Sincerely,



Ni Made Jati
Commisioner of Pt. Kori Uluwatu

Gary Hewson
Kori Restaurant
Jalan Poppies II
Kuta, Bali

Made Jati
Jalan Pengembak Gang III No 29
Sanur, Bali

12 Mei 2007

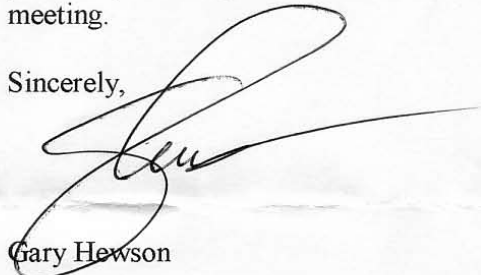
Dear Made,

Made, I would remind you that when I first met you in 1997 you introduced yourself to me as the wife of Michael Donnelly and you often used the name Made Donnelly. Since that time I have never heard that you are legally divorced from Michael Donnelly.

I as the manager and a shareholder of Kori Restaurant do not agree that you or anyone else perform an audit of Kori except through the proper management structure and authorization of a shareholder meeting beforehand. I have told both you and Heru my reasons for this many times.

Further, I know that you and your husband Michael Donnelly have held a copy of the partnership agreement since 1997. I feel that your denial that you have knowledge of this agreement is a falsehood and a fraud. If you wish to meet regarding this agreement or other issues, I have already repeatedly offered to meet you at any time, and I hope that if you accept we might this time have a meeting that is a meeting, not a meeting that is not a meeting.

Sincerely,



Gary Hewson

cc Michael Donnelly

No : 02.17/01/BY/96.

Badung, 17 Januari 1996.

Lamp:

Hal : Permohonan Rekomendasi
Ijin Sementara Usaha Restoran

Kepada.

Yth. Kepala Kantor Wilayah X
Departemen Pariwisata Pos dan
Telekomunikasi.

Jl. Raya Puputan Renon

DENPASAR 80235.

Founding of PT Banyan Merta Wijaya with first partner Mark Wilson, in the name of his girlfriend Hariati. Because Mark later changed his mind about the partnership, PT Banyan Merta Wijaya was closed.

Dengan hormat,

Bersama surat ini kami Direktur PT. BANYAN MERTA WIJAYA Usaha Restoran dan Bar di Kuta, mengajukan Permohonan Rekomendasi Ijin Sementara Usaha Restoran. Sesuai surat keputusan Direktur Jendral Pariwisata Nomor 15/U/II/88 tanggal 25 Pebruari 1988 tentang Pelaksanaan Ketentuan Usaha dan Pengelolaan Restoran.

Bersama ini pula kami lampirkan syarat Administrasi, sebagai bahan pertimbangan :

1. Foto Copy Akta Hak Atas Tanah.
2. Foto Copy Akta Notaris Pendirian Perusahaan Restoran.
3. Gambar Denah Bangunan Restoran dan Uraian Rencana Pembangunan.
4. Formulir Model ISUP-R.

Demikian surat permohonan kami sampaikan, selanjutnya kami nantikan keputusannya. Atas perhatian dan kerjasamanya kami sampaikan terima kasih.

Hormat kami

PT BANYAN MERTA WIJAYA


HARIATI ARPUJI
Direktur



FORMULIR PERMOHONAN IJIN SEMENTARA USAHA RESTORAN**DAFTAR ISIAN****I. KETERANGAN RESTORAN :**

1. Nama Restoran : BANYAN RESTORAN DAN BAR
2. Golongan kelas : Perunggu/perak/emas *)
3. Alamat lengkap : Gg. POPPIES II No. 107 Br. PENGABETAN, KUTA
BADUNG.
4. Alamat kawat : Gg. POPPIES II No. 107 Br. PENGABETAN, KUTA, BADUNG
5. Nomor kotak surat :
6. Nomor telepon : 752510.
7. Nomor telex :

II. KETERANGAN BADAN USAHA :

1. Nama Perusahaan : PT. BANYAN MERTA WIJAYA
2. Nama Singkatan Perusahaan : BANYAN RESTORAN
3. Bentuk Badan Usaha : PERSEROAN TERBATAS (PT.)
4. Alamat lengkap Perusahaan : Gg. POPPIES II No. 107 Br. PENGABETAN, KUTA, BADUNG
5. Nomor telepon : 752510.
6. Akte Pendirian Perusahaan : No. 35 NOTARIS SUGIARTI HOSTIADI SH.

III. RENCANA PRODUKSI :

1. Jenis makanan yang akan diproduksi : Indonesia/Eropa/China/Jepang/Korea. *)
2. Jenis minuman yang akan diproduksi : Minuman keras/minuman ringan/minuman campuran. *)
3. Ruang makan :
Luas : 292. m²
Kapasitas : 100. tempat duduk.
4. Bar :
Luas : 50. m²
Kapasitas : 30. tempat duduk.
5. Luas dapur : 65. m²
6. Fasilitas Utama lainnya : HALAMAN PARKIR
TOILET TAMU PRIA DAN WANITA
TOILET KARYAWAN, LOKER BARANG UNTUK KARYAWAN
PARKIR SEPEDA MOTOR KARYAWAN
KANTOR

IV. PENYERAPAN TENAGA KERJA

Masa Operasi Restoran

1. Tenaga Indonesia

- a. Tingkat Pimpinan : 2 Orang
- b. Tingkat Pengawas : 6 Orang
- c. Tingkat Pelaksana : 30 Orang

2. Tenaga Asing

- a. Tingkat Pimpinan : 1 Orang
- b. Tenaga Ahli : 1 Orang

V. PERMODALAN

1. Rencana Investasi seluruhnya : Rp. 100.000.000
 2. Jumlah modal sendiri : Rp. 100.000.000
 Jumlah pinjaman : Rp.

VI. RENCANA PENYELESAIAN PEMBANGUNAN

1. Pembangunan dimulai : Bulan Januari tahun 1996
 2. Operasi percobaan : Bulan April tahun 1996
 3. Operasi komersial : Bulan April tahun 1996

VII. T A N A H

1. Luas tanah yang dipergunakan : 1.000 M2 Ha.
2. Status hak tanah : ☒ Hak milik
☐ Hak guna usaha
☐ Hak guna pakai
☐
3. Sertifikat tanah : ☒ Ada
☐ Tidak ada
☐ Dalam proses

RENCANA PEMBANGUNAN RESTORAN

RENCANA PEMBANGUNAN :

Pembangunan dimulai pada Bulan Januari 1996, dengan merehab bangunan yang telah ada yaitu bangunan Rumah dan Toko menjadi Restoran dan Toko dengan jangka waktu yang direncanakan 2 bulan lamanya.

Pembangunan akan dimulai dari :

- Ruang Makan Restoran dengan Luas 292 M2 dengan kapasitas 100 tempat duduk.
 - Ruang Bar, Lantai Bar dan Meja Bar dengan Luas 50 M2 kapasitas 30 tempat duduk.
 - Dapur luas bangunan 65 M2 dan fasilitasnya ;
Saluran Air, Bak Kontrol Lemak, Resapan / Septitang, Meja Dapur.
 - Fasilitas Restoran,
Toilet Tamu Pria 2 Buah dan Wanita 2 Buah
Toilet Karyawan 2 Buah dan Tempat Barang Karyawan (Loker)
Tempat Parkir Mobil Tamu untuk \pm 3 Mobil
Tempat Parkir Sepeda Motor Karyawan \pm 5 Sepeda Motor
Ruang Kantor , Gudang.
Rehap Bale Bengong, Toko, Kolam Ikan.
Penerangan dan Finishing seluruh Bangunan.
- Direncanakan Bangunan selesai pada akhir Maret 1996, dan akan dimulai dengan Operasi percobaan pada pertengahan bulan April 1996 dilanjutkan Operasi Komersial.

Demikianlah Uraian Rencana Pembangunan Restoran, Semoga Perencanaan ini berjalan lancar dan mendapat Ridho dari Tuhan Yang Maha Kuasa.

Terima Kasih.

P.T. Beringin - Proposed points for Shareholders Agreement

Capital requirement:-

Kitchen equipment, furniture, etc.	Rp 80,000,000.-
Structural improvements, decor, mechanical & electrical, & landscaping	Rp 80,000,000.-
Working capital, & contingencies	Rp 40,000,000.-
Total capital required	<u>Rp 200,000,000.-</u>

Funded as follows:-

Michael	Rp 50,000,000.-
Mark	Rp 50,000,000.-
Loan capital	Rp 100,000,000.-

Loan repayment schedule, loan to be repaid over two years, i.e.
Rp12,500,000.- per quarter, or over 3 years, i.e. Rp8,330,000 per quarter.
Loan interest on balance to be at a fixed rate as agreed.

Rent to be paid to owner of premises at rate to be agreed.

Manager to receive remuneration at salary to be agreed (say Rp5,000,000.-)
plus motor car running expenses, plus house rent.

TANGGAL	KETERANGAN	DEBIT	KREDIT
02/01/96	20 Kg semen kuning	B	15.000
08/01/96	Minyak tanah, mulai permodal	B	4.500
09/01/96	Rubber proof	B	8.000
09/01/96	Zak mls	B	3.500
09/01/96	Semen km, Lem pt	B	37.000
"	MISRAH	T	5.000
"	60K semen putih	B	21.500
13/01/96	Block board	B	112.500
19/01/96	Belt minyak Bensin	B	5.500
10/01/96	Isolasi, Keras dll	B	3.850
15/01/96	bat picolux, kuas	B	14.500
16/01/96	100. Mata bor besi Nachi 5	B	3.200
"	" ————— 6	B	4.100
"	24 biji. Contalon NO6	B	4.800
"	20 m. Kabel Transparan AHS 2x23	B	5.000
"	12 biji. DL Durs 501 E 27	B	108.000
"	48 Taping. puseang 8x1 1/4	B	3.600
"	100. Mata bor Sommer Ambr	B	2.500
17/01/96	8 mt panti	B	20.000
20/01/96	1 set Lem XPOXT Ario	B	19.000
"	2 kg Tera Del Turi	B	8.500
22/01/96	1 set Lem G. POXT Ario	B	19.000
"	6 mt semen kuning	B	3.600

TANGGAL	KEPERANGAN	MASUK	DEBIT	KREDIT
22/01/96	Bahan			2.400
23/01/96	10 kg Semen warna			7.000
23/01/96	1 bh. semen kuning			700
23/01/96	20 bh. semen kuning			18.000
23/01/96	1 SET CUL MASTER CB (954)			15.000
23/01/96	1 THINIRAN A			3.000
24/01/96	Semen warna			14.200
25/01/96	Amplas 1 1/2			2.000
26/01/96	untuk Tanah untuk kompor			3.000
"	Peli gelas			2.700
"	Bahan			600
27/01/96	premium			32.900
"	Bahan			6.000
29/01/96	1 kl. cat picalux			4.000
"	Tileblok (18 m ²)			106.000
"	ABH. Jaro 37/37 X 20			4.500
29/01/96	Semen warna			18.750
30/01/96	Lojer 6000			6.500
31/01/96	Bahan			30.000
27/01/96	Gaji Tukang			932.250
13/01/96	Gaji Tukang			519.000
				2.139.700

TANGGAL	KETERANGAN	DEBIT	KREDIT	REF
06/10/97	SETOR TUNJ KE PT KORI ULUWATU < B997		B 2 000 000	302
02/10/97	UNTUK PEMBAYARAN D P JUALA PENGUNJUNGAN } ✓			
	UKL & UPL - UIN PRINSIP dari Gubernur } I		6 500 000	302
07/10/97	UNTUK PEMBAYARAN AKTE PENDIRIAN } ✓		1 500 000	302
		AP	10 000 000	
	CASH TO BBD		✓	
	Deposit fee permit		s/b 303	
	Permit fee			

From Ketut Nerthi's Cash Book October 1997, handwritten by Ketut Nerthi, which is in agreement with Made Jati's cash book.

Clearly PT Kori Uluwatu was founded in October 1997, not in December 1996, and the founding documents of PT Kori Uluwatu contains a date suspected to be false.

TANGGAL	KEPERANGAN	DEBIT	KREDIT
09/12/97	Pembayaran Atap Atap 2, bambu, Tali Ukuk Aka	✓	7 368 000
11/12/97	1pc pating Dewi Sadana, Pating Orang duduk dan Aka	✓	950 000
12/12/97	Paling Ikon Komah		
12/12/97	Gary Hewson, Ambil	P	10 000 000
15/12/97	1 Carry pasir Super		30 000
15/12/97	Padam Bangunan pd UD tai poehai Arangaya		209 500
16/12/97	11 Dus Keramik 10x20 Roman 1226		143 000
17/12/97	Bahan bangunan (al m karamik, selang dll)		313 200
18/12/97	Buaya TMB, Ulang leges, jasa penata tempat		
	Pada Dime Cipta Kargo	I	3 089 042
20/12/97	Bahan bangunan pd UD tai poehai Arangaya		689 300
20/12/97	Semen Merah (4 bks)		4 000
20/12/97	2 bh beresapi busi, 1000 pasir Super dll		46 000
20/12/97	Bayar Gaji Rukang	✓	557 500
24/12/97	1 Carry pasir Super, 2 kg semen Merah		32 000
25/12/97	Bahan bangunan		154 300
25/12/97	1 Carry pasir Super		30 000
26/12/97	1 Carry Corral		30 000
26/12/97	Bahan bangunan		174 500
27/12/97	1/2 m kawat sidi, 1 pampung		18 500
27/12/97	2 liter thinner A & 1 liter Afadun		11 000
27/12/97	Baras 100 biji	✓	130 000
		49	23 979 842

Total Pengeluaran		
April : 96		
Bahan Bangunan	= Rp 7.148.350,-	✓
Transport	= Rp 70.000,-	
Onkos TK	= Rp 2.054.000,-	
Konsumsi	= Rp 1.000,-	
	<u>Rp 9.273.350,-</u>	✓
Mei 96		
Bahan Bangunan	= Rp 1.144.200,-	✓
Transport Gaji	= Rp 1.397.500,-	
Onkos TK Food	= Rp 58.100,-	
	<u>Rp 2.599.800,-</u>	✓
Juni 96		
Bahan Bangunan	= Rp 1.931.200,-	✓
Konsumsi	= Rp 39.300,-	
Onkos Tukang	= Rp 1.288.750,-	
Transport	= Rp 32.000,-	
Tp	= Rp 528.600,-	
	<u>Rp 3.819.850</u>	✓

No.	
Date	
Pengeluaran	
1996 JULI =	
Bahan	= Rp 278.350,- ✓
ONGKOS TUKANG	= Rp 276.500,-
	<u> </u>
	Rp 554.850,- ✓
1997 OKTOBER.	
Setor ke bank	= Rp 2.000.000,-
Ujin	= Rp 8.000.000,- ✓
	<u> </u>
	Rp 10.000.000,- ✓
1997 DESEMBER	
Bahan	= Rp 10.333.300,- ✓
P (Gaji)	= Rp 10.000.000,-
Ujin	= Rp 3.089.042,- ✓ permit-
ONGKOS	= Rp 557.500,-
	<u> </u>
	Rp 23.979.842,- ✓
Total → 58.878.052,-	

The Banyan / Kori Restaurant project was suspended between July 1996 until October 1997

From Made Jati's Cash Book, October 1997, in Made Jati's handwriting, payment for services of Sugiarti Hostiadi to found PT Kori Uluwatu and opening of bank account for PT Kori with Rp 2,000,000.

dkr pt	ut	6,860	19,421,300
dkr pt	4	100.000	14,531,000
dkr pt	4	390	742,500
Cash dkr pt	Rp	5,000,000	
Cash dkr pt	Rp	27,040,000	
Sal Widia III			10,000,000
Sugiarti PT Kori			1,500,000
aka Bank PT Kori			2,000,000
T Baki Tale			6,000,000
BIS No II Term			2,436,000
embantu			1,166,000
1 Bangunan			1,039,000

From the Kori Restaurant Cash Book December 1997, handwritten by Gary. Capital from Michael and Made Rp 10,000,000 12/12/1997, and from Gary and Pam Rp 5,000,000 on 5/1/1998.

Pg 1

Item	Date	Description	Amount	Balance
			10 mill Rp M+M	0
Jenggala (1) Cockery	12-12-97	Cash	1,000,000	
Glassware (2)	12-12-97	Cash	1,257,520	
Cutlery (3)	15-12-97	Cash	1,000,000	deposit
	12-1-98	Cash	1,971,080	Balance
hocol Oven (20)	15-12-97	Cash/Bank transfer	1,002,500	deposit
			Rp 6,231,100	Subtotal
			Rp 3,768,400	BALANCE
USNS Business	5-1-98	Cash \$400 \$1 = Rp 3500	1,400,000	
			Rp 2,368,900	BALANCE
Monica / Passport etc stolen from Ger				
Balance 2,368,400		Replaced by GHPJ	Rp 2,368,900	NO effect b/c
			Rp 5,000,000	5 mill Rp GHPJ
			Rp 7,368,900	Balance
Cockery Partial Order (4)	23-1-98	Cash	3,077,640	
			Rp 4,291,260	Balance

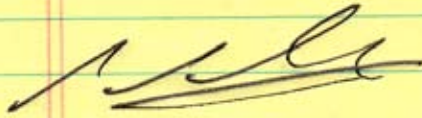
ITEM	DATE	METHOD	PAYMENT	
PMA (21) Kitchen/Bar equip	23-1-98	Cash	✓ 3046.900	
Mr Kuta (30) Tables	23-1-98	Cash	✓ 400 000	
			Rp 844360	BALANCE
			7,000,000 ✓	7mill Rp MoM 2
			Rp 7,844,360	BALANCE
Makro (11) Stationary	2-2-98	Cash	✓ 33522	
Gempang Ingat Glassware (5)	12-2-98	Cash	✓ 357,800	
Matchari (6) Glassware	12-2-98	Cash	✓ 99600	
Bali Keramik (7) Sampler/Salt Pepper	12-2-98	Cash	✓ 20000	
Bali Keramik (7a)	14-2-98	Cash	✓ 815 000	
Bali Bamboo Sampler Placemats	17-2-98	Cash	✓ 33250	
			1359172	Subtotal
			Rp 6,485,188	BALANCE
			✓	

Item	DATE	METHOD	PAYMENT	
Jazz Interior (12) Chairs/Stools	3-2-98	Cash	✓ 6,000,000	Deposit
			12,000,000 ✓	12 mill Rp M+M 3
			12,485,188	BALANCE
Cocktail (4a) Balance Order	17-2-98	Cash	✓ 1494500	
Tamaris Djeng (2a) Glass/Ban Interior	17-2-98	Cash	✓ 2831900	
Laksana Group (22) Ducting	20-2-98	Cash	✓ 3625000	Deposit
Gastro (23) Gas Connection	18-2-98	Cash	✓ 4600000	Deposit
			5,000,000 ✓	5 mill Rp Glt+PS
			Rp 4,933,788	BALANCE ✓ m1 4,933,689
PMA (101) Free Barren/Glasser	26-2-98	Cash	✓ 1466720	
			10,000,000 ✓	10 mill Rp M+M 4
PMA (100) Hot Stairs	26-2-98	Cash	✓ 9540000	
			Rp 3,927,068	BALANCE ✓ m1 3926969
			1	

3 MAR 98

WE RECOGNIZE THAT GARY & PAM
HEWSON PAID IN CAPITAL TO KORI OF
RP 5,000,000 JAN 98 AND RP 5,000,000
FEB 98 INTO THE ACCOUNT KORI
CASH, AND WE HEREBY
CONSIDER THIS CAPITAL INVESTMENT
PAID IN FULL.

MICHAEL DONNELLY & MADE JATI

A handwritten signature in black ink, appearing to be "Michael Donnelly & Made Jati", written over the printed name.

98

1000 money big lot

USD 01/01/1998 to 15/03/2002

All Accounts

Date	1000	Big Cash	Debit	Credit	Balance	USD	Debit	Credit	Balance	Rp	USD/Rp	Vs
26/06/1998	BC01	Gary take for petty cash		204.78	-204.78				3,000,000	-13,500,000	14,649	1070 Gary Office Cash GJ
29/06/1998	BC02	Running money		307.17	-511.95				4,500,000	-7,500,000	14,649	1070 Gary Office Cash GJ
Bulan Inl												
			0.00	716.73			0.00		10,500,000			
01/07/1998	BC03	Gary for running		425.53	-937.48				6,000,000	-13,500,000	14,100	1070 Gary Office Cash GJ
07/07/1998	BC04	Gary for cash money		141.84	-1,079.32				2,000,000	-15,500,000	14,100	1070 Gary Office Cash GJ
09/07/1998	BC05	Petty cash		390.07	-1,469.39				5,500,000	-21,000,000	14,100	1070 Gary Office Cash GJ
11/07/1998	BC06	Petty cash		177.30	-1,646.69				2,500,000	-23,500,000	14,100	1080 Petty Cash GJ
18/07/1998	BC07	Gary		390.07	-2,036.76				5,500,000	-29,000,000	14,100	1080 Petty Cash GJ
	BC08	Petty cash reimbursement		212.77	-2,249.53				3,000,000	-32,000,000	14,099	1080 Petty Cash GJ
21/07/1998	B3233	Kori					591.46		8,339,800	-23,660,200	14,100	1110 Ulu CC GJ
24/07/1998	BC09	Petty cash reimbursement		141.84	-1,799.89				2,000,000	-25,660,200	14,100	1080 Petty Cash GJ
29/07/1998	B3254	Kori					644.90		9,093,150	-16,567,050	14,100	1110 Ulu CC GJ
	BC10	Petty cash reimbursement		141.84	-1,296.83				2,000,000	-18,567,050	14,100	1080 Petty Cash GJ
31/07/1998	B3260	Kori					162.30		2,289,450	-16,278,600	14,100	1110 Ulu CC GJ
	M/J/K	Cash dari Kori		1,418.44	-2,552.97				20,000,000	-36,278,600	14,099	3600 Profit Share MM GJ
Bulan Inl												
			6,453.03	25,469.51			6,453.03		50,988,300	362,500,000		
06/08/1998	BC11	Taking by Gary		346.32	-2,899.29				4,000,000	-40,278,600	11,550	1070 Gary Office Cash GJ
07/08/1998	BC12	Petty cash reimbursement		173.16	-3,072.45				2,000,000	-42,278,600	11,550	1080 Petty Cash GJ
08/08/1998	BC13	Petty cash reimbursement		173.16	-3,245.61				2,000,000	-44,278,600	11,550	1080 Petty Cash GJ
13/08/1998	SLIP02	Paide to owner July profit 50% share		1,731.60	-4,977.21				20,000,000	-64,278,600	11,550	3600 Profit Share MM GJ
	SLIP1	Gary July profit 50% share		1,731.60	-6,708.81				20,000,000	-84,278,600	11,550	3600 Profit Share MM GJ
14/08/1998	BC14	Petty cash reimbursement		173.16	-6,881.97				2,000,000	-86,278,600	11,550	1080 Petty Cash GJ
	BC15	Petty cash reimbursement		259.74	-7,141.71				3,000,000	-89,278,600	11,550	1070 Gary Office Cash GJ
15/08/1998	BC16	Petty cash reimbursement		259.74	-7,401.45				3,000,000	-92,278,600	11,550	1080 Petty Cash GJ
19/08/1998	BC17	Petty cash reimbursement		303.03	-7,704.48				3,500,000	-95,778,600	11,550	1080 Petty Cash GJ
21/08/1998	BC18	Petty cash reimbursement		173.16	-7,877.64				2,000,000	-97,778,600	11,550	1080 Petty Cash GJ
25/08/1998	BC19	Petty cash reimbursement		259.74	-8,137.38				3,000,000	-100,778,600	11,550	1080 Petty Cash GJ
30/08/1998	BC20	Taking by Gary		2,597.40	-10,734.78				30,000,000	-130,778,600	11,550	3600 Profit Share MM GJ
31/08/1998	2M/J/K	Cash from Kori		1,731.60	-12,466.38				20,000,000	-150,778,600	11,549	3600 Profit Share MM GJ
	B3335	Kori					1,239.83		14,320,000	-136,458,600		
Bulan Inl												
			20,621.35	121,287.06			20,621.35		250,419,600	1,546,000,000		
01/09/1998	SLIP03	Paide to owner Aug profit 50% share		2,000.00	-13,226.55				20,000,000	-156,458,600	10,000	3600 Profit Share MM GJ
	SLIP04	Paide to Gary Aug profit 50% share		2,000.00	-15,226.55				20,000,000	-176,458,600	10,000	3600 Profit Share MM GJ
11/09/1998	B3371	Kori					1,220.50		12,205,000	-164,253,600	10,000	1110 Ulu CC GJ
Bulan Inl												
			9,136.03	51,595.18			9,136.03		114,329,200	611,500,000		
03/10/1998	SLIP05	Paide to owner Sep profit 50% share		2,500.00	-16,506.05				20,000,000	-184,253,600	8,000	3600 Profit Share MM GJ
	SLIP06	Paide to Gary Sep profit 50% share		2,500.00	-19,006.05				20,000,000	-204,253,600	8,000	3600 Profit Share MM GJ

USD 01/01/1998 to 15/03/2002

All Accounts

Date		Debit	Credit	Balance	Debit	Credit	Balance	USD/Rp	Vs
06/10/1998	MJK3		2,500.00	-21,508.05		20,000,000	-224,253,800	8,000	3600 Profit Share MM GJ
07/10/1998	B3443 Kori	234.23		-21,271.82	1,873,800		-222,379,800	7,999	1110 Ulu CC GJ
	B3443 Kori	2,096.81		-19,175.01	16,774,500		-205,605,300	8,000	1110 Ulu CC GJ
31/10/1998	SLIP07		2,500.00	-21,675.01		20,000,000	-225,605,300	8,000	3600 Profit Share MM GJ
	SLIP08		2,500.00	-24,175.01		20,000,000	-245,605,300	8,000	3600 Profit Share MM GJ
	Bulan Ini	34,240.42	177,555.42		381,543,500	1,893,500,000			
07/11/1998	B3527 Kori	292.76		-23,882.25	2,342,050		-243,263,250	7,999	1110 Ulu CC GJ
	MJK2		2,500.00	-26,382.25		20,000,000	-263,263,250	8,000	3600 Profit Share MM GJ
18/11/1998	B3550 Kori	938.73		-25,443.52	7,509,800		-255,753,450	7,999	1110 Ulu CC GJ
	Bulan Ini	20,387.16	96,095.18		209,220,050	971,500,000			
03/12/1998	SLIP09		2,666.67	-28,110.19		20,000,000	-275,753,450	7,499	3600 Profit Share MM GJ
	SLIP10		2,666.67	-30,776.86		20,000,000	-295,753,450	7,499	3600 Profit Share MM GJ
31/12/1998	SLIP11		1,866.67	-32,643.53		14,000,000	-309,753,450	7,499	3600 Profit Share MM GJ
	SLIP12		1,866.67	-34,510.20		14,000,000	-323,753,450	7,499	3600 Profit Share MM GJ
	SLIP13		4,000.00	-38,510.20		30,000,000	-353,753,450	7,500	6010 Gary Salary GJ
	Bulan Ini	37,107.70	201,658.68		373,732,750	1,932,500,000			

1070	Gary Office Cash	USD	Rp
01/01/1998	BK1998		
	1997 Cash to Gary	2,000.00	10,000,000
	Jenggala crockery	88.07	1,000,000
	Glassware	110.75	1,257,520
	Cutlery	88.07	1,000,000
	Local oven	88.29	1,002,500
	paid by?	400.00	1,400,000
05/01/1998	GC		4,339,980
	Business visas	173.59	1,971,080
12/01/1998	GC		2,368,900
	Cutlery Balance	1,491.58	7,368,900
22/01/1998	GARYP	440.33	5,000,000
	Gary paid in Jan 98	271.04	3,077,640
23/01/1998	GC		4,291,260
	Crockery partial order	1,220.52	2,244,360
	PMA - Kitchen / Bar equipment	268.33	3,046,900
	Mr Kuta - Tables	35.23	400,000
	Bulan Ini	23,761.32	130,000,000
		7,853.00	70,317,300
02/02/1998	GC		
	Makro - Stationary	3.67	33,522
03/02/1998	GC		
	Jezz - Deposit	656.96	6,000,000
05/02/1998	B2753 Kori	766.45	7,000,000
	Dari Kas Sanur ke Kas Kori		
12/02/1998	GC		
	Gampang Ingal - Glassware	39.18	357,800
	Malahari - Glassware	10.91	98,600
	Bali Keramik - Samples salt and pepper	2.19	20,000
14/02/1998	GC		
	Bali Keramik	89.24	815,000
	Bulan Ini		

RESTAURANT AND BAR
ADVANCE VOUCHER

DATE: 13th Aug 98 NO:

DESCRIPTION	AMOUNT
Paid to Owner	
July Profit 50% Share	20 mil Rp
	R p 20,000,000

APPROVED BY: [Signature] DATE:

RECEIVED: [Signature] DATE: 13th Aug 98

KORI RESTAURANT AND BAR
ADVANCE VOUCHER

DATE:

DESCRIPTION	AMOUNT
Paid to Gary	
August Profit 50% Share	20 mil Rp
	20,000,000

APPROVED BY: [Signature] DATE:

RECEIVED: [Signature] DATE: 1st Sept 98

RESTAURANT AND BAR
ADVANCE VOUCHER

DATE: 1st Sept 98 NO:

DESCRIPTION	AMOUNT
Paid to Owner	
August Profit 50% Share	20 mil Rp
	20,000,000

APPROVED BY: [Signature] DATE:


RECEIVED: [Signature] DATE: 1st Sept 98

Receipts for 50% Profit Share

RESTAURANT AND BAR
ADVANCE VOUCHER

DATE: 13th Aug 98 NO:

DESCRIPTION	AMOUNT
Paid to Geny	
July Profit 50% Share	20 mill Rp
	Rp 20,000,000

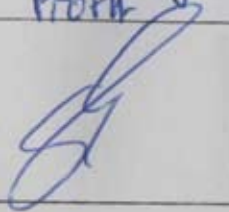
APPROVED BY:  DATE:

RECEIVED: DATE: 13th Aug 98

RESTAURANT AND BAR
ADVANCE VOUCHER

DATE: NO:

DESCRIPTION	AMOUNT
Paid to Geny	
Sept Profit 50% Share	20 mill Rp


APPROVED BY:  DATE:

RECEIVED: DATE: 3rd Oct

KORI RESTAURANT AND BAR
ADVANCE VOUCHER

DATE: NO:

DESCRIPTION	AMOUNT
Paid to Owner	
Sept Profit Share 50%	20 mill Rp
	Rp 20,000,000

APPROVED BY:  DATE:

RECEIVED: DATE: 3rd Oct

Date Oct

Amount Date	For	Comments
Rp 4,800,000 Σ 15th Oct 3	Rent House	- To Repay Back Rest * Repaid 30 th Oct 1
Rp 5,000,000 Σ 22 nd Oct 3	Advance From Prohl Share	* } * 20 mill Prohl Share to get
Rp 15,000,000 Σ 30 th Oct 3	From Prohl Share	

KORI RESTAURANT AND BAR
ADVANCE VOUCHER

DATE :

NO :

DESCRIPTION	AMOUNT
Paided To Owner	
Oct Prohl Share 50%	20 Mill
	Rp 20,000,000
APPROVED BY	DATE
RECEIVED	DATE

- Rp 12,405,000 Σ 21 st Oct 3	Change to USA \$ = \$15,000	Taken From BII Acc & Kept by Mark 3
- Rp 20,000,000 Σ 30 th Oct 3	M/M Prohl Share	Taken From BII Acc
- Rp 12,000,000	Sakura / Service	Taken From Oct 3 After Bill etc left in

Rp 3000.00	15 th Dec	P
Rp 6,000.00	24 Dec	P
Rp 5,000.00	30 th Dec	P
Rp 14,000.00	4 th Jan	P
\$4000.00	USA	P

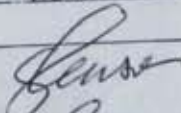
Receipts for 50% Profit Share

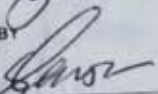
Date: Dec			
Amount	Date	For	Comment
Rp 15,000,000 4 th Dec		Taken from BII Savings Rate Rp 7500	Buy USA \$2000 } In Sep
Rp 10,000,000 8 th Dec		Taken from Rev } USA Rp 8025 } Rp 6,000,000 11 th Dec } And Rp 5000 }	Buy USA \$1900 } In Buy And \$150 } Sep
Rp 7,500,000 4 th Dec		From Rev Paul to Oken	Taxes for Any/Sep
Rp 960,000 7 th Dec		From Rev Paul to Oken	Corporate Any/Sep/at
Rp 500,000 4 th Jan		From Rev Paul to Oken	Tax Insurance New Deeds
Rp 1,227,000 8 th Dec		Banked to BII (By cheque)	For Account
Rp 8,000,000 8 th Dec		Banked to BII From Rev	For Account
Rp 5,000,000 11 th Dec		Banked to BII From Rev	For Account
Rp 10,000,000 11 th Dec		Banked to BII From Bank Data	For Account
Rp 5,000,000 14 th Dec		Banked to BII From Rev	For Account
Rp 10,000,000 15 th Dec		Banked to BII From Bank Data	For Account
Rp 12,000,000 21 st Dec		Banked to BII From Rev	For Account
Rp 10,000,000 28 th		Banked to BII From Bank Data	For Account

KORI RESTAURANT AND BAR
ADVANCE VOUCHER

DATE: NO:

DESCRIPTION	AMOUNT
Paid to GH H&S	11 mill
Dec. Paid Share	

APPROVED BY: 

RECEIVED: 

Rp 11,000,000

DATE: 4th Jan

Rp 3,000,000 15th Dec

Rp 6,000,000 24 Dec

Rp 5,000,000 30th Dec

Rp 14,000,000 4th Jan

\$4000.00 USA

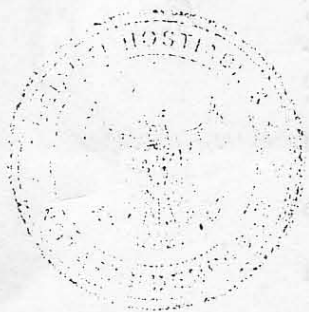
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KORI RESTAURANT AND BAR
ADVANCE VOUCHER

DATE:

NO:

DESCRIPTION	AMOUNT
Paid to GA + TS	11 mill
Dec Profit Share	
APPROVED BY: <i>[Signature]</i>	DATE: 4 th Jan
RECEIVED: <i>[Signature]</i>	DATE: 4 th Jan



AKTA PENDIRIAN PERSEROAN TERBATAS.

"PT KORI ULUWATU".

Nomor : 24.

-Pada hari ini, S E L A S A, tanggal duapuluh empat Desember tahun seribu sembilanratus sembilanpuluh enam (24-12-1996), hadir dihadapan saya, SUGIARTI HOSTIADI, Sarjana Hukum, ---- Notaris di Denpasar, dengan dihadiri oleh saksi-saksi yang saya, Notaris kenal dan akan disebutkan pada bagian akhir - dari akta ini : -----

1. Tuan I KETUT DENDA, lahir di Badung, pada tanggal ----- enambelas Juni tahun seribu sembilanratus tujuh puluh ----- satu (16-6-1971), pekerjaan wiraswasta, bertempat ----- tinggal di Jalan Legian Gang Popipies I, Banjar ----- Pengabetan, Kelurahan Kuta, Kecamatan Kuta, Daerah ----- Tingkat II Badung, Daerah Tingkat I Bali, pemegang Kartu Tanda Penduduk nomor 22.01.007.1606971/0041720; ----- - sekarang sedang berada di Denpasar; -----

-menurut keterangannya dalam hal ini bertindak : -----

a) untuk diri sendiri, dan -----

b) berdasarkan Surat Kuasa di bawah tangan, -----

bermeterai cukup, yang dilekatkan pada minuta -----

akta ini, sebagai kuasa dari- dan selaku demikian- untuk dan atas nama : -----

Nyonya NI MADE JATI, lahir di Denpasar, pada -----

tahun seribu sembilanratus limapuluh tujuh (1957), -----

pekerjaan wiraswasta, bertempat tinggal di -----

Denpasar, Jalan Pengembak Gang III nomor 29, -----

Samur, pemegang Surat Tanda Lapor Diri (STLD) -----

nomor 65/STLD/XI/1996. -----



-Para penghadap dikenal oleh saya, Notaris. -----
-Para penghadap tetap dalam kedudukan-kedudukannya tersebut -
di atas, menerangkan, bahwa dengan tidak mengurangi izin ----
dari pihak yang berwenang, telah sepakat dan setuju untuk ---
bersama-sama mendirikan suatu perseroan terbatas dengan -----
anggaran dasar sebagaimana yang termuat dalam akta pendirian-
ini, (untuk selanjutnya cukup disingkat dengan "Anggaran ----
Dasar") sebagai berikut : -----

----- NAMA DAN TEMPAT KEDUDUKAN. -----

----- Pasal 1. -----

1. Perseroan terbatas ini bernama "PT KORI ULUWATU", -----
(selanjutnya dalam Anggaran Dasar ini cukup disingkat ----
dengan "Perseroan"), berkedudukan di Kelurahan Kuta, -----
Kecamatan Kuta, Daerah Tingkat II Badung, Daerah Tingkat -
I Bali. -----
2. Perseroan dapat membuka cabang atau perwakilan di tempat -
lain, baik didalam maupun diluar wilayah Republik -----
Indonesia sebagaimana yang ditetapkan oleh Direksi, -----
dengan persetujuan dari salah seorang Komisaris. -----

----- JANGKA WAKTU BERDIRINYA PERSEROAN. -----

----- Pasal 2. -----

Perseroan ini didirikan untuk jangka waktu yang tidak -----
ditentukan lamanya. -----

----- MAKSUD DAN TUJUAN SERTA KEGIATAN USAHA. -----

----- Pasal 3. -----

1. Maksud dan tujuan Perseroan ialah : -----
- restoran dan sarana serta prasarananya, -----
2. Untuk mencapai maksud dan tujuan tersebut diatas, -----
Perseroan dapat melaksanakan kegiatan usaha sebagai -----
berikut : -----

SUGIARTI HOSTIADI S.H.

NOTARIS DENPASAR

CANTOR :

alan Hasanudin 84 Telp. 426114

Denpasar

RUMAH :

Jalan Rambutan 12 Telp. 2

Denpasar

Denpasar, 11 Oktober 1997

10. : 17/10/30t/1997.-

ampiran : 1 (satu).

Perihal : -

SURAT KETERANGAN.

Yang bertandatangan di bawah ini :

SUGIARTI HOSTIADI, Sarjana Hukum, notaris di Denpasar,

menerangkan dengan ini bahwa akta Pendirian P.T.

"KORI ULUWATU", berkedudukan di Kelurahan Kuta,

Kecamatan Kuta, Daerah Tingkat II Badung, Daerah Tingkat

I Bali, tertanggal 24 Desember 1996 No.24, yang dibuat

dihadapan saya, notaris, masih dalam proses penyelesaian

pada Departemen Kehakiman Republik Indonesia guna

mencapatakan pengesahan.

Demikian Surat Keterangan ini kami buat, agar dapat

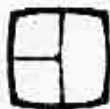
dipergunakan di mana perlu dan sebagaimana mestinya.-

Hormat kami,

Notaris di Denpasar



SUGIARTI HOSTIADI SH.



Bank Bumi Daya

Alamat kawat :
BEDE BANK

No. Dps/0229/97/CSO

Denpasar, 07 Oktober 1997

Kepada Yth.
Notaris Sugiarti Hostiadi
Denpasar

We here inform that PT Kori Uluwatu has made a deposit in the amount necessary for the Paid In Capital of the company that is Rp 100,000,000 to complete the conditions for arranging business licenses.

Dengan ini kami informasikan bahwa PT. Kori Uluwatu telah melakukan penyetoran sebesar Modal Dasar perusahaan yaitu sebesar Rp.100.000.000,00 untuk kelengkapan persyaratan pengurusan izin-izin usaha.

Demikianlah, agar pemberitahuan ini dapat dipergunakan seperlunya.

Why not simply show the bank statement or deposit receipt rather than a letter? Opened on what date? What Account Number? A direct bank statement would show only Rp 2,000,000 on deposit, and there is no Kori or family accounting showing this deposit.

Denpasar, 07 Oktober 1997

PT. BANK BUMI DAYA (PERSERO)
CABANG DENPASAR



Whose signature is this ?

Suspected False Document.

According to Ketut Nerthi's Cash Book and Made Jati's Cash Book, the PT Kori Uluwatu account was opened on 6 October 1997 with Rp 2,000,000.

PERNYATAAN

Ketut Denda berperan pegang tanah
atas nama saja di tanah Siut.

Yang bertanda tangan dibawah ini :

N a m a : I KETUT DENDA.

P e k e r j a a n : swasta.

A l a m a t : Br. Lebih Beten Klod, Gianyar.

Dengan ini menyatakan :

1. Bahwa tanah :

-sebidang tanah Hak Milik No. 1233, seluas 4220 M2, terletak di Desa Lebih Kecamatan Gianyar, tertera atas nama I Ketut Denda.

-sebidang tanah Hak Milik No. 1232, seluas 5480 M2, terletak di Desa Lebih, Kecamatan Gianyar, tertera atas nama I KETUT DENDA.

-sebidang tanah Hak Milik Pipil Nomor 141, persil No. 88a, Klas II, seluas 1800 M2, terletak di Desa Tulikup, Kecamatan Gianyar, tertera atas nama I Ketut Denda;

-berikut segala sesuatu yang telah maupun kelak didirikan diatas tanah-tanah tersebut yang karena sifatnya, maksudnya atau menurut hukum dianggap sebagai harta tetap.-

yang saya beli sebenarnya dana (uangnya) adalah kepunyaan Nyonya NI MADE JATI swasta, bertempat tinggal di Jalan Pengembak Nomor 29, Sanur, sehingga dengan demikian saya hanya atas nama saja.-

-Oleh karena itu saya tidak berhak untuk memindah tangankannya tanah-tanah tersebut diatas kepada pihak lain (ketiga) begitu pula ahliwaris saya tidak berhak untuk memindah tangankannya.

-Apabila saya ataupun ahliwaris saya berbuat seperti tersebut diatas maka saya bersedia dituntut didepan Pengadilan.-

2. Bahwa apabila saya meninggal dunia ataupun NI MADE JATI meninggal dunia, maka pernyataan ini tetap berlaku dengan para ahliwaris saya dan NI Made Jati.-

Demikianlah Pernyataan ini saya buat dengan sebenarnya untuk dapat digunakan dimana perlu.-

Gianyar, 24 Mei 1994.

Yang Membuat Pernyataan,



(I KETUT DENDA).

Hi Michael.

I like to have all these from Kori before we goes to Singapore. Will be good before the of the month.

- (1) New Bank Acc MJ and MD
- (2) Some of the old Acc can stay and we put cash in there for Gary to pay for every day thing and to pay the wages.
- (3) For Gary wages we paid direct to him.
- (4) For buying big thing we will pay from the acc.
- (5) Collect all the cash and bank acc from Kori
- (6) Print from Jan to Aug 03.
- (7) A print from all the sale and spending for every month from Jan to Dec of 02 and Jan to August 03.
- (8) All the receipt Jan to Dec 02 and Jan to August 03 from Gary and send to Sanur.
- (9) The print of asset at Kori.
- (10) How much Gary owes us. / Loan
- (11) Do Gary Have Bank Acc for the government like what yours.
- (12) If is possible with the situation like now that you talk to Gary and ask him if He can lower his wages Until the business get better, I know he work hard if is okay will be great.
- (13) Do M C have Bank Acc for his wages like yours?

Thank you.

(14) I will open Bank Acc for Denda and I will put a\$100 for a month since we open Kori

For service of holding Kori shares in his name.

Reserves

Opening Balances

USD #1020

AUS #1021

Yen #1022

Euro #1023

Other

1/15/05

Month June 04

Currency	
USD	65,441-
A\$	11,960-
Y	2,506.00
E	8,790-
L	10,90-

Rate	Rp equivalent
8900	582,424,900

Date | In From or Out To:

Kori / Uluwatu / Admin

	In	Out	Rate	Rp equivalent
3/6 wages MC fore may		5000	9350	46,750.00
10/6 B I (003228)		15,349	9,000	138,141.00
8/6 Arisan		400-	9000	3,600.00
18/6 School		5058-	9000	45,522.00
18/6 Nizo		75-	9000	675.00
18/6 Ticket 3 boys		6,990-	9000	62,910.00
22/6 B I (003280)		5000	9000	45,000.00
30/6 cash to U.S.A		8000	9000	72,000.00
30/6 Cash dr PT (003321)	4,520-		9250-	41,810.00
30/6 cash dr PT (003321)	760-		6,500	4,940.00
6/6 pay to Denda 1 yr				
For Kori = US\$1200 = yen		140,000	80	11,200,000
30/6 Cash dr PT (003321)	160,000		84	
30/6 Cash dr TP (003321)	E 200-		11,200	2,240.00

6/6 Pay to Denda : Yen for
Kori US\$ 1200

For
Denda
Yen 140,000 =
US\$ 1200
For 1 year

For Denda
Yen 140000 =
US\$ 1200
for 1 year

Ending Balances

USD #1020

AUS #1021

Yen #1022

Euro #1023

Currency	
USD	24,089-
A\$	12,720-
Y	2,526.00
E	8,990-

Rate	Rp equivalent
9250	222,823,250
6500	82,620,000
84	212,184,000
11,200	100,608,000

RESERVE is Made Jati's monthly accounting report to Michael regarding family accounting.

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