

BETWEEN:

CEDRUS INVESTMENTS LTD.

Plaintiff

AND:

- (1) HARUN ABIDIN  
(2) TATA ARTHA GROUP

Defendants



AMENDED WRIT OF SUMMONS

TO: Harun Abidin  
Pecenongan Raya N072  
Komplek Red Top E-1  
Jakarta Pusat 10120  
Indonesia

AND TO: Tata Artha Group  
Jl. Pecenongan Raya No. 72  
Komplek Ruko RedTop Blok E7-9  
Jakarta Pusat  
Indonesia

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set-out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiffs may proceed with an action and judgment may be entered against you forthwith without further notice.

Issued: 2 December 2015

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

### IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

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## STATEMENT OF CLAIM

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### Background

1. At all relevant times, the Plaintiff, Cedrus Investments Ltd. (**Cedrus**) was a company incorporated in the Cayman Islands with registered address at International Corporation Services Ltd., 103 South Church Street, 2<sup>nd</sup> Floor Harbour Place, P.O. Box 472, Grand Cayman KY1-1106, Cayman Islands, carrying on investment management business including, but not limited to, private wealth management and institutional asset management. Because of the high risk nature of its business, Cedrus only does business with sophisticated investors and high net worth individuals.
  
2. At all relevant times, the First Defendant, Harun Abidin (**Mr Abidin**), was an Indonesian national residing at Pecenongan Raya N072, Komplek Red Top E-1, Jakarta Pusat 10120, Indonesia and the President, Commissioner and Owner of the Second Defendant, Tata Artha Group (**TAG**).
  
- 2-3. Mr Abidin was introduced to Cedrus by an existing client, Domenic Martino (**Mr Martino**) in January 2012. Mr Abidin intended to enter into some business transactions with Mr Martino and was looking to Cedrus for financing for that purpose. Mr Martino was aware that Cedrus only does business with sophisticated investors and high net worth individuals and confirmed that Mr Abidin qualified as such. In February 2012 Mr Abidin deposited over US\$12,000,000 worth of securities into his Margin Account with Cedrus as collateral for the loans that he intended to obtain from Cedrus.
  
- 3-4. Consequently, Cedrus ~~designated~~ accepted Mr Abidin as a "high net worth/sophisticated" client and agreed to lend him money. At all relevant times, the only relationship between Cedrus and Mr Abidin was that of creditor:debtor.
  
- 4-5. —As defined in the Customer Agreement referred to in paragraph 5 below and pursuant to the Further Cayman Islands Securities Investment Business Law (2004 Revision):

*"high net worth person" means-*

- (i) an individual whose net worth is at least CI\$800,000 or its equivalent in any other currency;
  - (ii) or any person that has total assets of not less than CI\$4,000,000 or its equivalent in any other currency;
- "sophisticated person" means a person-
- (a) regulated by the Authority;
  - (b) regulated by a recognized overseas regulatory authority;
  - (c) any of whose securities are listed on recognized securities exchange; or
  - (d) who-
    - (i) by virtue of knowledge and experience in financial and business matters is reasonably to be regarded as capable of evaluating the merits of a proposed transaction; and
    - (ii) participates in a transaction with a value or in monetary amounts of at least CI\$80,000 or its equivalent in any other currency, in the case of each single transaction."

The fact that Mr Abidin deposited in excess of US\$12,000,000 into a Margin Account with Cedrus puts him within the above definition.

5.6. In addition, by initialling and executing the relevant sections of the Investment Account Application, Mr Abidin expressly and unequivocally represented to Cedrus that he was a high net worth individual and a sophisticated investor:

6.1 Page 1 of 2 of the Investment Account Application states:

"Please confirm you understand Cedrus Investments Ltd only accepts sophisticated investors by initialling here: [signature box]"

Mr Abidin duly initialled the said box.

6.2 On page 2 of 2 of the Investment Account Application, there is a further requirement for a confirmation of the prospective client's high net worth sophisticated investor status, which Mr Abidin duly executed:

"I hereby confirm, under the prescribed and duly marked definition (see Note 30 of the Customer Agreement) that this account qualifies as an Excluded Person under the Cayman Islands' Securities Investment Business Law (2004 Revision) and is therefore to be designated a "high net worth/sophisticated" investment account" [Note 30 is set out above]

6.7. At all relevant times, Mr Abidin represented to Cedrus that TAG was a company incorporated and organized in Indonesia carrying on business in a variety of business

areas, including but not limited to investment and trading in mineral commodities such as coal, bauxite and nickel and that – TAG was wholly owned and controlled by Mr Abidin.

## Facts

~~7.8.~~ On or about 9 January 2012, Mr Abidin applied to become a client of Cedrus and for that purpose executed an Investment Account Application and adopted Cedrus' standard Customer Agreement.

~~8.9.~~ On 16 March 2012, Mr Abidin executed a Margin Account Agreement and Margin Account Disclosure Statement and account# CERJ11018 was opened in his name (the **Account**).

~~9.10.~~ On 1 June 2012, Mr Abidin entered into a Promissory Note (the **First Abidin Promissory Note**) as the Borrower with Cedrus as the Lender. Cedrus loaned Mr Abidin US\$1,000,000 (at 9.75% per annum interest) secured by a lien against the Account. The maturity date of the First Abidin Promissory Note was 1 April 2014. The First Abidin Promissory Note provides that funds advanced by Cedrus are subject to the Margin Account Disclosure Statement and Margin Account Agreement.

~~10.11.~~ The governing law of the First Abidin Promissory Note is the law of the Cayman Islands and the First Abidin Promissory Note contains a provision that any dispute regarding its terms is to be resolved by the Courts of the Cayman Islands.

~~11.12.~~ On 21 October 2013, Mr Abidin entered into a second Promissory Note pursuant to which a further US\$300,000 was borrowed by Mr Abidin as the Borrower from Cedrus as the Lender (the **Second Abidin Promissory Note**). Cedrus loaned Mr Abidin US\$300,000 (at 12.5% per annum interest with a 6% origination fee) secured by a lien against the Account. The extended maturity date of the Second Abidin Promissory Note was 1 October 2014. The Second Abidin Promissory Note also provides that funds advanced by Cedrus are subject to the Margin Account Disclosure Statement and Margin Account Agreement. The Second Promissory Note was extended on 1 October 2014 as detailed below. The extended maturity date was 30 January 2015.

~~42-13.~~ The Second Abidin Promissory Note is also governed by Cayman Islands' law and contains a similar provision to the First Abidin Promissory Note to the effect that any dispute regarding its terms is to be resolved by the Courts of the Cayman Islands.

~~43-14.~~ On 1 December 2013, TAG entered into a Promissory Note pursuant to which TAG borrowed AU\$500,000 as the Borrower with Mr Abidin as Guarantor of that loan and Cedrus as the Lender (the **First TAG Promissory Note**). Cedrus loaned TAG AU\$500,000 (at 10% per annum interest rate with a 3% origination fee) secured by a lien against the Account. The maturity date of the First TAG Promissory Note was 22 November 2014. It provides that funds advanced by Cedrus are subject to the Margin Account Disclosure Statement and Margin Account Agreement. The First TAG Promissory Note was extended on 23 November 2014 as detailed below. The extended maturity date was 1 March 2015.

~~44-15.~~ The First TAG Promissory Note is governed by Cayman Islands' law and contains a provision that any dispute regarding its terms is to be resolved by the Courts of the Cayman Islands.

~~45-16.~~ On 31 January 2014, TAG entered into a Second Promissory Note (the **Second TAG Promissory Note**) as the Borrower with Mr Abidin as the Guarantor, and Cedrus as the Lender. Cedrus loaned TAG AU\$504,000 (at 13% per annum interest rate with a 8% origination fee) secured by a lien against the Account. The maturity date of the Second TAG Promissory Note was 10 August 2014. It provides that funds advanced by Cedrus are subject to the Margin Account Disclosure Statement and Margin Account Agreement. The Second TAG Promissory Note was extended for the first time on 8 August 2014 as detailed below. The extended maturity date for the first extension was 15 October 2014. The Second TAG Promissory Note was extended for the second time on 15 October 2014. The extended maturity date for the second extension was 30 January 2015.

~~46-17.~~ The Second TAG Promissory Note is governed by Cayman Islands law and contains a provision that any dispute regarding its terms is to be resolved by the Courts of the Cayman Islands.

~~47-18.~~ All relevant promissory notes contain provisions to the effect that:

*"in the event of a default in the payment of the loan or the corresponding interest, the Lender is fully authorized and empowered, without notice to, and without demand for payment from, the Borrower, to sell any amount of the collateral at public or private sale sufficient to repay the principal of the loan, any outstanding interest due, as well as attorney's fees and costs."*

~~18-19.~~ On 20 June 2014, Mr Abidin entered into a Promissory Note Extension (the **First Abidin Promissory Note Extension #1**) as the Borrower with Cedrus as the Lender pursuant to which the maturity date of the of loan, now US\$700,000, (12.5% per annum interest rate, 3% origination fee) secured by a lien against the Account was extended to 31 December 2014. The loan extension is stated to be subject to the Margin Account Disclosure Statement and Margin Account Agreement.

~~19-20.~~ The First Abidin Promissory Note Extension #1 echoes the provisions in the First Abidin Promissory Note. It is also governed by Cayman Islands' law and contains a provision that any dispute regarding its terms is to be determined by the Courts of the Cayman Islands.

~~20-21.~~ On 8 August 2014, TAG and Mr Abidin entered into a Promissory Note Extension (the **Second TAG Promissory Note Extension #1**) as the collective Borrowers with Cedrus as the Lender. This extension applies to the Second TAG Promissory Note dated 31 January 2014 which was originally due to mature on 10 August 2014. By means of the Second TAG Promissory Note Extension #1, Cedrus extended the maturity date of the loan of AU\$504,000 (now 13% per annum interest with a 4% origination fee) secured by a lien against the Account to 15 October 2014. The Second TAG Promissory Note was further extended on 15 October 2014 as detailed below. The extended maturity date was 30 January 2015.

~~21-22.~~ The Second TAG Promissory Note Extension #1 echoes the provisions in the Second TAG Promissory Note. It also provides that the governing law of the note shall be Cayman Islands' law and that any dispute regarding its terms is to be determined by the Courts of the Cayman Islands. There are similar provisions that funds loaned by Cedrus are subject to the Account Agreement, Margin Account Disclosure Statement and Margin Account Agreement.

22-23. On 1 October 2014, Mr Abidin entered into a Promissory Note Extension (the **Second Abidin Promissory Note Extension**) as Borrower with Cedrus as the Lender in relation to the Second Abidin Promissory Note dated 21 October 2013. By means of the Second Abidin Promissory Note Extension, Cedrus extended the loan of US\$300,000 (now at 14.5% per annum interest with a 5% origination fee) secured by a lien against the Account to 30 January 2015. The Second Abidin Promissory Note Extension provides that funds loaned by Cedrus are subject only to any Account Agreement, Margin Account Disclosure Statement, and Margin Account Agreement. The Second Abidin Promissory Note Extension echoes the provisions of the Second Abidin Promissory Note. The governing law of the note is Cayman Islands' law and any dispute regarding its terms is to be determined by the Courts of the Cayman Islands.

23-24. On 15 October 2014, TAG and Mr Abidin entered into a second Promissory Note extension (the **Second TAG Promissory Note Extension #2**) as the collective Borrowers with Cedrus as the Lender. The Second TAG Promissory Note Extension #2 further extended the maturity date of the loan of now US\$504,000 (now at 13.5% per annum interest with a 5% origination fee) secured by a lien against the Account to 30 January 2015. The Second TAG Promissory Note Extension #2 echoes the provisions of the Second TAG Promissory Note. The governing law of the note is Cayman Islands' law and any dispute regarding its terms is to be determined by the Courts of the Cayman Islands.

24-25. On 23 November 2014, TAG and Mr Abidin entered into a Promissory Note Extension (the **First TAG Promissory Note Extension**) as the collective Borrowers with Cedrus as the Lender. This extension applies to the First TAG Promissory Note dated 1 December 2013. Cedrus extended the maturity date of the loan of now US\$500,000 (now at 14.5% per annum interest with a 5% origination fee) secured by a lien against the Account to 1 March 2015. The First TAG Promissory Note Extension echoes the provisions in the First TAG Promissory Note. The governing law of the note is Cayman Islands' law and any dispute regarding its terms is to be determined by the Courts of the Cayman Islands. The First TAG Promissory Note Extension also provides that funds loaned by Cedrus are subject to the Account Agreement, Margin Account Disclosure Statement, and Margin Account Agreement.

25-26. On 5 February 2015, TAG and Mr Abidin entered into a further Agreement (the **February 2015 Agreement**) pursuant to which they restructured the loans owed by TAG and Mr

Abidin to Cedrus. The February 2015 Agreement incorporates all promissory notes and extensions.

263.1 In the February 2015 Agreement, TAG and Mr Abidin jointly and severally acknowledge that:

- (i) TAG and Mr Abidin have jointly and severally borrowed funds from Cedrus at various times between 2012 and 2014;
- (ii) Cedrus has granted extensions on multiple occasions upon maturity of such loans; and
- (iii) TAG and Mr Abidin owe US\$2,071,885.02 including interest up to 28 February 2015 to Cedrus under the various promissory notes and loan extension agreements and that they are in default of those agreements.

263.2 TAG and Mr Abidin further expressly agree that:

- (iv) TAG and Mr Abidin will pay US\$500,000 towards their debt on or before 28 February 2015;
- (v) TAG and Mr Abidin will inform Cedrus on or before 5 March 2015 of the date upon which they shall bring their accounts up-to-date by paying the balance of their indebtedness, such date being no later than 5 May 2015;
- (vi) TAG and Mr Abidin will inject additional funds into their collateral accounts in an amount to be determined by Cedrus no later than 5 May 2015; and
- (vii) TAG and Mr Abidin understand and agree that Cedrus shall make no further loans to them until their current indebtedness is resolved.

263.3 A Stipulation for Judgment was also executed by TAG, Mr Abidin and Cedrus on 5 February 2015 providing that if TAG and Mr Abidin defaulted on the February 2015 Agreement Cedrus may enter Judgment against them in the sum of US\$2,071,885.02.

26-27. On 30 March 2015, having defaulted on the obligation to pay the sum of US\$500,000 as stipulated under the February 2015 Agreement, TAG and Mr Abidin entered into a further Agreement pursuant to which they further restructured the debts owed by TAG and Mr Abidin to Cedrus (the **March 2015 Agreement**). This agreement applies to all promissory

notes and extensions and overrides the February 2015 Agreement as to the repayment terms.

274.1 In the March 2015 Agreement, TAG and Mr Abidin jointly and severally acknowledge that:

- (i) TAG and Mr Abidin have jointly and severally borrowed funds from Cedrus between 2012 and 2014;
- (ii) Cedrus has granted extensions on multiple occasions when such loans matured;
- (iii) TAG and Mr Abidin are in default of the February 2015 Agreement;
- (iv) TAG and Mr Abidin owe Cedrus US\$2,074,513.36; and
- (v) Mr Abidin has funds available in another Cedrus account.

274.2 TAG and Mr Abidin further agree that:

- (vi) TAG and Mr Abidin will pay US\$300,000 towards their debt on or before 30 June 2015;
- (vii) Cedrus shall immediately transfer all available funds out of Mr Abidin's other Cedrus account into the relevant account(s) to paydown/set off the debt;
- (viii) TAG and Mr Abidin shall further transfer to Cedrus 27,100,445 shares registered in the name of Mr Abidin in CAKRA Mineral (Ticker: CKRA.JK), a company listed in Indonesia, amounting to a value of approximately US\$300,000 on or before 30 September 2015;
- (ix) TAG and Mr Abidin shall pay the balance owing of their debt to Cedrus on or before 30 September 2015;
- (x) TAG and Mr Abidin shall repurchase the shares of CKRA.JK at a purchase price of no less than 500 Indonesian Rupiah (IDR) per share on or before 1 December 2015, and should the market price of the shares be less than 500 IDR per share, Cedrus shall be compensated for the difference by withdrawing an amount equivalent to the difference from the Account; and
- (xi) TAG and Mr Abidin understand and agree that Cedrus shall make no further loans to them until their current indebtedness is repaid.

27-28. Schedule 1 contains a table setting out in detail how the figure of US\$2,074,513.36, being the total amount outstanding as at 30 March 2015, as per the March 2015 Agreement, was calculated.

28-29. Schedule 3 details payments applied to the First Abidin Promissory Note as follows:

2629.1 On 27 May 2014, the sum of US\$39,990.00 was applied by way of client deposit received on account;

2629.2 On 30 May 2014, the sum of US\$54,693.81 was applied by way of client deposit received on account;

2629.3 On 6 June 2014, the sum of US\$50,000.00 was applied by way of client deposit received on account;

2629.4 On 18 June 2014, the sum of US\$150,000.00 was applied by way of client deposit received on account; and

2629.5 On 30 June 2014, the sum of US\$5,316.19 was applied by way of cash on account.

29-30. Additional repayments and/or charges for late payment and interest applied to the borrowed amounts are detailed below and shown on the various schedules referred to below.

30-31. On 1 April 2015, the sum of US\$300,000 was applied to the First Abidin Promissory Note Extension #1. That sum represented partial proceeds of the sale of 27,100,445 CKRA.JK shares disposed of by Cedrus in accordance with the terms of that agreement (see paragraph 24.2 viii) reducing the First Abidin Promissory Note Extension #1 to a principal outstanding amount of US\$400,000 as at that date.

31-32. On 22 June 2015, the sum of US\$172,000 was applied to the Second Abidin Promissory Note Extension. That sum represented partial proceeds of shares liquidated on that account over time (see Schedule 3) reducing the Second Abidin Promissory Note Extension to a principal outstanding amount of US\$128,000 as at that date.

32-33. On 24 November 2015, the sum of US\$128,000 was applied to the Second Abidin Promissory Note Extension. That sum represented partial proceeds of shares liquidated on that account over time (see Schedule 3) repaying the Second Abidin Promissory Note Extension in full.

~~33-34.~~ On 24 November 2015, the sum of US\$200,000 was applied to the First Abidin Promissory Note Extension #1. That sum represented partial proceeds of shares liquidated on that account over time (see Schedule 3) repaying the First Abidin Promissory Note Extension #1 and reducing the principal outstanding amount to US\$200,000 as at that date.

~~34-35.~~ Schedule 2 sets out in detail late fees due and owing on interest and note principal for each loan for the periods from the inception of each of the individual notes up to 31 March 2015 calculated in accordance with the provisions of each individual note.

~~35-36.~~ Schedule 3 sets out in detail the outstanding principal amounts plus interest due and owing for the period from the inception of each individual note up to 30 November 2015 inclusive of related payments of accrued interest and note principal received from client.

~~36-37.~~ Schedule 4 sets out in detail outstanding accrued late fees due and owing on interest and note principal for each individual note for the period since the March 2015 Agreement up to and including 30 November 2015.

~~37-38.~~ Schedule 5 sets out in detail origination fees charged on promissory notes and on promissory note extensions.

~~38-39.~~ Schedule 6 sets out in detail client shares liquidation.

~~39-40.~~ All fees charged to date have been settled by account activity. These fees include: (1) interest on note principal; (2) late fees on note principal; (3) late fees on interest; (4) margin interest; (5) legal fees; (6) administrative and consultancy fees; (7) advisory fees; (8) late fees on advisory fees; (9) origination fees; and (10) custody and administration fees.

~~40-41.~~ With varying currencies related to the client account, the following foreign exchange conversions were applied to the client account over the relevant period:

~~40-141.1~~ \_\_\_\_\_ HK\$10,000.00 sold to AU\$1,180.00;

~~40-241.2~~ \_\_\_\_\_ HK\$86,847.50 sold to US\$10,970.75;

~~40-341.3~~ \_\_\_\_\_ US\$46,126.75 sold to AU\$43,363.76;

~~40-441.4~~ \_\_\_\_\_ AU\$1,982,039.24 sold to US\$1,490,906.33.

41.42. In connection with Mr Abidin's and TAG's client account activity, additional fees and deductions were applied to the account as follows:

- 41.442.1 Margin interest of AU\$75,078.31;
- 41.242.2 Legal fees of US\$74,935.00;
- 41.342.3 Administrative and consultancy fees of US\$22,000.00;
- 41.442.4 Tata Artha Advisory fees of US\$100,000.00;
- 41.542.5 Late fee on Tata Artha advisory agreement of US\$12,500.00;
- 41.642.6 Custody and administrative fees of HK\$2,922.50 and AU\$950.00;
- 41.742.7 Share purchase of 2,057,576 shares of CKA.AX at net AU\$556,980.43.

42.43. Pursuant to the CKRA.JK repurchase agreement referred to in paragraph 24.2 above, the sum of approximately US\$970,000.00 (this figure represents an approximated amount to be confirmed by reference to the actual IDR/USD exchange rate on the date of repurchase) are due and owing to Cedrus as of 1 December 2015

43.44. Current cash reserves on Mr Abidin's account as at 30 November 2015 total US\$102,759.70.

44.45. The total principal amount, including the CKRA.JK shares due as at 30 November 2015, totals US\$2,174,000.00. Setting off the cash reserves referred to above would reduce the total outstanding amount to US\$2,071,240.30. This amount represents the amount due and owing to Cedrus inclusive of contractual interest.

45.46. Further and/or in the alternative to the interest claimed above, the Plaintiff claims interest at the statutory rate of 2.375% pursuant to the Schedule of the Judgment Debts (Rates of Interest) Rules 2012 and Section 34 of the Judicature Law (2013 Revision).

**AND THE PLAINTIFF CLAIMS:**

- (1) The sum of US\$2,071,240.30;
- (2) Further contractual interest to be assessed in accordance with the rates applicable in each of the individual notes from the date hereof until the date of Judgment herein;
- (3) Further or alternatively, interest at the statutory rate on all sums due and owing as at the date of Judgment herein;
- (4) Specific Performance of the CKRA.JK shares repurchase agreement;
- (5) Costs; and
- (6) Such further and/or other relief as may be just.

**Dated: 2 December 2015**

**Amended on 15 February 2017 pursuant to the Order of Williams, J dated 15 February 2017**

*Travers Thorp Alberga*  
**TRAVERS THORP ALBERGA**  
**Attorneys-at-Law for the Plaintiff**

TO: The Clerk of the Courts

AND TO: Harun Abidin  
Pecenongan Raya N072  
Komplek Red Top E-1  
Jakarta Pusat 10120  
Indonesia

AND TO: Tata Artha Group  
Jl. Pecenongan Raya No. 72  
Komplek Ruko RedTop Blok E7-9  
Jakarta Pusat  
Indonesia

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE**  
**OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495, Grand Cayman, KY1-1106.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by installments or otherwise.

*See over for Notes for Guidance*

## NOTES FOR GUIDANCE

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (                    )" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (                    )" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

BETWEEN:

CEDRUS INVESTMENTS LTD.

Plaintiff

AND:

(1) HARUN ABIDIN  
(2) TATA ARTHA GROUP

Defendants

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ACKNOWLEDGEMENT OF SERVICE OF  
WRIT OF SUMMONS

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If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

YES

NO

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3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*)

YES

NO

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Service of the Writ is acknowledged accordingly

(Signed) .....

*Please complete overleaf*

NOTES ON ADDRESS FOR SERVICE

Attorney: Where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: Where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

*Indorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below.*

Travers Thorp Alberga  
Attorneys-at-Law  
P.O. Box 472  
Grand Cayman, KY1-1106  
Cayman Islands  
Phone: +1 (345) 949-0699  
Facsimile: +1 (345) 949-8171  
ATTN: Anna Peccarino  
Ref: ALP/C1082-010

*Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.*

[Empty box for Defendant's Attorney indorsement]

**SCHEDULE 1:**

*Schedule 1 sets out in detail how the figure of US\$2,074,513.36 as per the March 2015 Agreement was calculated (the total amount outstanding at the time of that agreement).*

Loan	Due date of instalment	Balance on Principal	Interest Amount	Cumulative Interest	Amount Paid	Amount Outstanding
700,000	1-Dec-14	700,000	7,291.67	7,291.67	(4,663.33)	702,628.34
	1-Jan-15	700,000	7,291.67	14,583.34		709,920.01
	1-Feb-15	700,000	7,291.67	21,875.01		717,211.68
	1-Mar-15	700,000	7,291.67	29,166.68		<b>724,503.35</b>
300,000	1-Dec-14	300,000	3,625.00	3,625.00	(3,625.00)	300,000.00
	1-Jan-15	300,000	3,625.00	7,250.00		303,625.00
	1-Feb-15	300,000	3,625.00	10,875.00		307,250.00
	1-Mar-15	300,000	3,625.00	14,500.00		<b>310,875.00</b>
504,000	1-Dec-14	504,000	5,670.00	5,670.00	(5,670.00)	504,000.00
	1-Jan-15	504,000	5,670.00	11,340.00		509,670.00
	1-Feb-15	504,000	5,670.00	17,010.00		515,340.00
	1-Mar-15	504,000	5,670.00	22,680.00		<b>521,010.00</b>
500,000	1-Dec-14	500,000	6,041.67	6,041.67	(6,041.67)	500,000.00
	1-Jan-15	500,000	6,041.67	12,083.34		506,041.67
	1-Feb-15	500,000	6,041.67	18,125.01		512,083.34
	1-Mar-15	500,000	6,041.67	24,166.68		<b>518,125.01</b>
<b>TOTAL PRINCIPAL AND INTEREST DUE AS AT 31 MARCH 2015:</b>						<b>US\$2,074,513.36</b>

**SCHEDULE 2:**

*Schedule 2 sets out in detail late fees on interest and note principal for each loan up to 31 March 2015.*

Loan	Date	Note Principal	Late Fee on Principal	Late Fee on Interest	Month Total	Late Fees Outstanding
700,000	31-Jul-14	700,000	-	694.94	694.94	694.94
	31-Aug-14	700,000	-	729.17	729.17	1,424.11
	30-Sep-14	700,000	-	729.17	729.17	2,153.28
	31-Oct-14	700,000	-	729.17	729.17	2,882.45
	30-Nov-14	700,000	-	729.17	729.17	3,611.62
	31-Dec-14	700,000	-	729.17	729.17	4,340.79
	31-Jan-15	700,000	14,000.00	729.17	14,729.17	19,069.96
	27-Feb-15	700,000	35,000.00	1,458.34	36,458.34	55,528.30
	31-Mar-15	700,000	35,000.00	1,458.34	36,458.34	<b>91,986.64</b>
300,000	31-Jul-14	300,000	-	312.50	312.50	312.50
	31-Aug-14	300,000	-	312.50	312.50	625.00
	30-Sep-14	300,000	-	312.50	312.50	937.50
	31-Oct-14	300,000	6,000.00	312.50	6,312.50	7,250.00
	30-Nov-14	300,000	15,000.00	312.50	15,312.50	22,562.50
	31-Dec-14	300,000	15,000.00	312.50	15,312.50	37,875.00
	31-Jan-15	300,000	-	312.50	312.50	38,187.50
	27-Feb-15	300,000	6,000.00	625.00	6,625.00	44,812.50
	31-Mar-15	300,000	15,000.00	625.00	15,625.00	<b>60,437.50</b>
504,000	31-Jul-14	504,000	-	546.00	546.00	546.00
	31-Aug-14	504,000	-	546.00	546.00	1,092.00
	30-Sep-14	504,000	-	546.00	546.00	1,638.00
	31-Oct-14	504,000	-	546.00	546.00	2,184.00
	30-Nov-14	504,000	-	556.50	556.50	2,740.50
	31-Dec-14	504,000	-	567.00	567.00	3,307.50
	31-Jan-15	504,000	-	567.00	567.00	3,874.50
	27-Feb-15	504,000	10,080.00	1,134.00	11,214.00	15,088.50
	31-Mar-15	504,000	25,200.00	1,134.00	26,334.00	<b>41,422.50</b>
500,000	31-Jul-14	500,000	-	416.66	416.66	416.66
	31-Aug-14	500,000	-	416.66	416.66	833.32
	30-Sep-14	500,000	-	416.66	416.66	1,249.98

	31-Oct-14	500,000	-	416.66	416.66	1,666.64
	30-Nov-14	500,000	10,000.00	416.66	10,416.66	12,083.30
	31-Dec-14	500,000	10,000.00	416.67	10,416.67	22,499.97
	31-Jan-15	500,000	-	416.67	416.67	22,916.64
	27-Feb-15	500,000	-	833.33	833.33	23,749.97
	31-Mar-15	500,000	-	833.33	833.33	<b>24,583.30</b>
<b>TOTAL LATE FEES DUE AS AT 31 MARCH 2015:</b>						<b>US\$218,429.94</b>

**SCHEDULE 3:**

*Schedule 3 sets out in detail, since inception, outstanding principal amounts plus interest up to 30 November 2015; inclusive of related payments to interest and payments to note principal.*

Loan	Due date of instalment	Balance on Principal	Interest Amount	Cumulative Interest	Amount Paid	Amount Outstanding
1,000,000	1-Jun-12	1,000,000	4,541.10	4,541.10	(4,541.10)	1,004,541.10
	1-Jul-12	1,000,000	8,280.82	8,280.82	(8,280.82)	1,008,280.82
	1-Aug-12	1,000,000	8,280.82	8,280.82	(8,280.82)	1,008,280.82
	1-Sep-12	1,000,000	8,013.70	8,013.70	(8,013.70)	1,008,013.70
	1-Oct-12	1,000,000	8,280.82	8,280.82	(8,280.82)	1,008,280.82
	1-Nov-12	1,000,000	8,013.70	8,013.70	(8,013.70)	1,008,013.70
	1-Dec-12	1,000,000	8,280.82	8,280.82	(8,280.82)	1,008,280.82
	1-Jan-13	1,000,000	8,280.82	8,280.82		1,008,280.82
	1-Feb-13	1,000,000	7,479.45	15,760.27		1,015,760.27
	1-Mar-13	1,000,000	8,280.82	24,041.09	(24,041.09)	1,024,041.09
	1-Apr-13	1,000,000	8,013.70	8,013.70		1,008,013.70
	1-May-13	1,000,000	8,280.82	16,294.52		1,016,294.52
	1-Jun-13	1,000,000	8,013.70	24,308.22	(24,308.22)	1,024,308.22
	1-Jul-13	1,000,000	8,280.82	8,280.82		1,008,280.82
	1-Aug-13	1,000,000	8,280.82	16,561.64		1,016,561.64
	1-Sep-13	1,000,000	8,013.70	24,575.34	(24,575.34)	1,024,575.34
	1-Oct-13	1,000,000	8,280.82	8,280.82		1,008,280.82
	1-Nov-13	1,000,000	8,013.70	16,294.52		1,016,294.52
	1-Dec-13	1,000,000	8,280.82	24,575.34	(24,575.34)	1,024,575.34
	1-Jan-14	1,000,000	8,125.00	8,125.00		1,008,125.00
	1-Feb-14	1,000,000	8,125.00	16,250.00	(16,250.00)	1,016,250.00
	1-Mar-14	1,000,000	8,125.00	8,125.00	(8,125.00)	1,008,125.00
	1-Apr-14	1,000,000	8,125.00	8,125.00	(8,125.00)	1,008,125.00
	1-Apr-14				(8,125.00)	
	1-May-14	1,000,000	8,125.00	-	(94,683.81)	1,000,000.00
	1-Jun-14	905,316.19	6,949.44	6,949.44	(205,316.19)	912,265.63
	1-Jun-14				(6,949.44)	
	1-Jul-14	700,000	7,291.67	7,291.67	(7,291.67)	707,291.67
	1-Aug-14	700,000	7,291.67	7,291.67	(7,291.67)	707,291.67
	1-Sep-14	700,000	7,291.67	7,291.67	(7,291.67)	707,291.67
	1-Oct-14	700,000	7,291.67	7,291.67	(7,291.67)	707,291.67
	1-Nov-14	700,000	7,291.67	7,291.67	(7,291.67)	707,291.67
	1-Dec-14	700,000	7,291.67	7,291.67	(7,291.67)	707,291.67
	1-Jan-15	700,000	7,291.67	7,291.67	(7,291.67)	707,291.67

	1-Feb-15	700,000	7,291.67	7,291.67		707,291.67
	1-Mar-15	700,000	7,291.67	14,583.34	(300,000)	714,583.34
	1-Apr-15	400,000	4,166.67	18,750.01		418,750.01
	1-May-15	400,000	4,166.67	22,916.68		422,916.68
	1-Jun-15	400,000	4,166.67	27,083.35		427,083.35
	1-Jul-15	400,000	4,166.67	31,250.02		431,250.02
	1-Aug-15	400,000	4,166.67	35,416.69		435,416.69
	1-Sep-15	400,000	4,166.67	39,583.36		439,583.36
	1-Oct-15	400,000	4,166.67	43,750.03		443,750.03
	1-Nov-15	400,000	4,166.67	47,916.70	(200,000)	247,916.70
300,000	1-Nov-13	300,000	2,568.49	2,568.49		302,568.49
	1-Dec-13	300,000	3,125.00	5,693.49	(5,693.49)	305,693.49
	1-Jan-14	300,000	3,125.00	3,125.00		303,125.00
	1-Feb-14	300,000	3,125.00	6,250.00	(6,250.00)	306,250.00
	1-Mar-14	300,000	3,125.00	3,125.00	(3,125.00)	303,125.00
	1-Apr-14	300,000	3,125.00	3,125.00	(3,125.00)	303,125.00
	1-May-14	300,000	3,125.00	3,125.00	(3,125.00)	303,125.00
	1-Jun-14	300,000	3,125.00	3,125.00	(3,125.00)	303,125.00
	1-Jul-14	300,000	3,125.00	3,125.00	(3,125.00)	303,125.00
	1-Aug-14	300,000	3,125.00	3,125.00	(3,125.00)	303,125.00
	1-Sep-14	300,000	3,125.00	3,125.00	(3,125.00)	303,125.00
	1-Oct-14	300,000	3,125.00	3,125.00	(3,125.00)	303,125.00
	1-Nov-14	300,000	3,125.00	3,125.00	(3,125.00)	303,125.00
	1-Dec-14	300,000	3,625.00	3,625.00	(3,625.00)	303,625.00
	1-Jan-15	300,000	3,625.00	3,625.00	(542.10)	303,625.00
	1-Feb-15	300,000	3,625.00	6,707.90		306,707.90
	1-Mar-15	300,000	3,625.00	10,332.90		310,332.90
	1-Apr-15	300,000	3,625.00	13,957.90		313,957.90
	1-May-15	300,000	3,625.00	17,582.90		317,582.90
	1-Jun-15	300,000	3,625.00	21,207.90	(172,000.00)	321,207.90
	1-Jul-15	128,000	1,546.67	22,754.57		150,754.57
	1-Aug-15	128,000	1,546.67	24,301.24		152,301.24
	1-Sep-15	128,000	1,546.67	25,847.91		153,847.91
	1-Oct-15	128,000	1,546.67	27,394.58		155,394.58
	1-Nov-15	128,000	1,546.67	28,941.25	(128,000.00)	28,941.25
504,000	1-Mar-14	504,000	10,920	10,920.00	(10,920.00)	514,920.00
	1-Apr-14	504,000	5,460.00	5,460.00	(5,460.00)	509,460.00
	1-May-14	504,000	5,460.00	5,460.00	(5,460.00)	509,460.00

	1-Jun-14	504,000	5,460.00	5,460.00	(5,460.00)	509,460.00
	1-Jul-14	504,000	5,460.00	5,460.00	(5,460.00)	509,460.00
	1-Aug-14	504,000	5,460.00	5,460.00	(5,460.00)	509,460.00
	1-Sep-14	504,000	5,460.00	5,460.00	(5,460.00)	509,460.00
	1-Oct-14	504,000	5,565.00	5,565.00	(5,565.00)	509,565.00
	1-Nov-14	504,000	5,670.00	5,670.00	(5,670.00)	509,670.00
	1-Dec-14	504,000	5,670.00	5,670.00	(5,670.00)	509,670.00
	1-Jan-15	504,000	5,670.00	5,670.00		509,670.00
	1-Feb-15	504,000	5,670.00	11,340.00		515,340.00
	1-Mar-15	504,000	5,670.00	17,010.00		521,010.00
	1-Apr-15	504,000	5,670.00	22,680.00		526,680.00
	1-May-15	504,000	5,670.00	28,350.00		532,350.00
	1-Jun-15	504,000	5,670.00	34,020.00		538,020.00
	1-Jul-15	504,000	5,670.00	39,690.00		543,690.00
	1-Aug-15	504,000	5,670.00	45,360.00		549,360.00
	1-Sep-15	504,000	5,670.00	51,030.00		555,030.00
	1-Oct-15	504,000	5,670.00	56,700.00		560,700.00
	1-Nov-15	504,000	5,670.00	62,370.00		566,370.00
500,000	1-Dec-13	500,000	3,150.68	3,150.68	(3,150.68)	503,150.68
	1-Jan-14	500,000	4,166.67	4,166.67		504,166.67
	1-Feb-14	500,000	4,166.67	8,333.34	(8,333.34)	508,333.34
	1-Mar-14	500,000	4,166.67	4,166.67	(4,166.67)	504,166.67
	1-Apr-14	500,000	4,166.67	4,166.67	(4,166.67)	504,166.67
	1-May-14	500,000	4,166.67	4,166.67	(4,166.67)	504,166.67
	1-Jun-14	500,000	4,166.67	4,166.67	(4,166.67)	504,166.67
	1-Jul-14	500,000	4,166.67	4,166.67	(4,166.67)	504,166.67
	1-Aug-14	500,000	4,166.67	4,166.67	(4,166.67)	504,166.67
	1-Sep-14	500,000	4,166.67	4,166.67	(4,166.67)	504,166.67
	1-Oct-14	500,000	4,166.67	4,166.67	(4,166.67)	504,166.67
	1-Nov-14	500,000	4,166.67	4,166.67	(4,166.67)	504,166.67
	1-Dec-14	500,000	6,041.67	6,041.67	(6,041.67)	506,041.67
	1-Jan-15	500,000	6,041.67	6,041.67		506,041.67
	1-Feb-15	500,000	6,041.67	12,083.34		512,083.34
	1-Mar-15	500,000	6,041.67	18,125.01		518,125.01
	1-Apr-15	500,000	6,041.67	24,166.68		524,166.68
	1-May-15	500,000	6,041.67	30,208.35		530,208.35
	1-Jun-15	500,000	6,041.67	36,250.02		536,250.02
	1-Jul-15	500,000	6,041.67	42,291.69		542,291.69
	1-Aug-15	500,000	6,041.67	48,333.36		548,333.36

	1-Sep-15	500,000	6,041.67	54,375.03		554,375.03
	1-Oct-15	500,000	6,041.67	60,416.70		560,416.70
	1-Nov-15	500,000	6,041.67	66,458.37		566,458.37
<b>TOTAL PRINCIPAL AND INTEREST DUE AS AT 30 NOVEMBER 2015:</b>						<b>US\$1,409,686.32</b>

**SCHEDULE 4:**

*Schedule 4 sets out in detail, since the March 2015 Agreement, late fees on interest and note principal for each loan up to 30 November 2015.*

Loan	Date	Note Principal	Late Fee on Principal	Late Fee on Interest	Month Total	Late Fees Outstanding
<i>Late Fees Carried Forward:</i>						91,986.64
700,000	30-Apr-15	400,000	20,000.00	2,187.50	22,187.50	114,174.14
	31-May-15	400,000	20,000.00	2,916.68	22,916.68	137,090.82
	30-Jun-15	400,000	20,000.00	3,645.84	23,645.84	160,736.66
	31-Jul-15	400,000	20,000.00	3,020.84	23,020.84	183,757.50
	31-Aug-15	400,000	20,000.00	4,229.18	24,229.18	207,986.68
	30-Sep-15	400,000	20,000.00	4,833.34	24,833.34	232,820.02
	31-Oct-15	400,000	20,000.00	5,437.50	25,437.50	258,257.52
	30-Nov-15	400,000	20,000.00	6,041.70	26,041.70	284,299.22
<i>Late Fees Carried Forward:</i>						60,437.50
300,000	30-Apr-15	300,000	15,000.00	937.50	15,937.50	76,375.00
	31-May-15	300,000	15,000.00	1,250.00	16,250.00	92,625.00
	30-Jun-15	128,000	6,400.00	1,562.50	7,962.50	100,587.50
	31-Jul-15	128,000	6,400.00	1,562.50	7,962.50	108,550.00
	31-Aug-15	128,000	6,400.00	1,871.83	8,271.83	116,821.83
	30-Sep-15	128,000	6,400.00	2,026.50	8,426.50	125,248.33
	31-Oct-15	128,000	6,400.00	2,181.17	8,581.17	133,829.50
	30-Nov-15	128,000	6,400.00	2,335.80	8,735.80	142,565.30
<i>Late Fees Carried Forward:</i>						41,422.50
504,000	30-Apr-15	504,000	25,200.00	1,701.00	26,901.00	68,323.50
	31-May-15	504,000	25,200.00	2,268.00	27,468.00	95,791.50
	30-Jun-15	504,000	25,200.00	2,835.00	28,035.00	123,826.50
	31-Jul-15	504,000	25,200.00	2,835.00	28,035.00	151,861.50
	31-Aug-15	504,000	25,200.00	3,969.00	29,169.00	181,030.50
	30-Sep-15	504,000	25,200.00	4,536.00	29,736.00	210,766.50
	31-Oct-15	504,000	25,200.00	5,103.00	30,303.00	241,069.50
	30-Nov-15	504,000	25,200.00	5,670.00	30,870.00	271,939.50
<i>Late Fees Carried Forward:</i>						24,583.30
500,000	30-Apr-15	500,000	10,000.00	1,250.00	11,250.00	35,833.30
	31-May-15	500,000	10,000.00	1,666.66	11,666.66	47,499.96
	30-Jun-15	500,000	10,000.00	2,083.33	12,083.33	59,583.29

	31-Jul-15	500,000	10,000.00	2,083.33	12,083.33	71,666.62
	31-Aug-15	500,000	10,000.00	2,916.66	12,916.66	84,583.28
	30-Sep-15	500,000	10,000.00	3,333.33	13,333.33	97,916.61
	31-Oct-15	500,000	10,000.00	3,750.00	13,750.00	111,666.61
	30-Nov-15	500,000	10,000.00	4,166.67	14,166.67	125,833.28
<b>TOTAL LATE FEES DUE AS AT 30 NOVEMBER 2015:</b>						<b>US\$824,637.30</b>

**SCHEDULE 6:**

*Schedule 6 sets out in detail client shares liquidation.*

Date	Quantity	Net Proceeds
<b><u>CKA.AX</u></b>		
Dec-12	993,000	132,714.45
May-13	3,333,578	413,299.09
Jun-13	720,998	102,453.82
May-14	661,605	87,354.83
Jun-14	1,000,000	116,171.25
Nov-14	6,245,000	673,211.00
Jan-15	221,000	14,077.70
Feb-15	7,296,000	360,978.10
Jun-15	2,586,395	224,051.00
Total	23,057,576	2,124,311.24
<b><u>PZC.AX</u></b>		
Apr-13	1,750,000	68,600.00
May-14	1,058,633	13,418.17
Jun-14	2,503,000	23,257.31
Nov-14	13,303,000	169,480.22
Jan-15	4,030,000	22,968.75
Feb-15	20,056,000	58,696.46
Jun-15	5,669,367	72,505.53
Total	48,370,000	428,926.44
<b><u>SXI.AX</u></b>		
Apr-13	146,000	2,146.20
Total	146,000	2,146.20
<b><u>ORH.AX</u></b>		
Feb-15	362,000	585.35
Total	362,000	585.35
<b>TOTAL PROCEEDS:</b>		<b>AUD 2,555,969.23</b>

Date	Quantity	Net Proceeds
<b><u>CKRA.JK</u></b>		
Dec-14	5,000,000	70,123.37
Jan-15	425,800	5,779.95
Feb-15	8,479,800	84,328.70
Mar-15	7,426,200	78,403.02
Jun-15	4,172,900	57,326.00
Jul-15	3,867,600	51,122.00

Aug-15	3,193,800	27,740.00
Sep-15	174,800	610.00
Oct-15	5,410,200	34,011.14
Nov-15	16,992,900	55,648.90
Total	55,144,000	<b>465,093.08</b>
<b>TOTAL PROCEEDS:</b>		<b>USD 465,093.08*</b>

*NB - On 1 April 2015, 27,100,445 shares of CKRA.JK were sold for net proceeds of US\$314,197.00 per the 30 March Agreement (see paragraph 24.2).*