**JOINT VENTURE AGREEMENT**

            This Joint Venture Agreement (this “Agreement”) is made and entered into this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 2008 between:

1. PT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a limited liability company duly organized and validly existing under the laws of the Republic of Indonesia, domiciled in Jakarta, with its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Jakarta, Indonesia, in this matter represented by Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its President Director (hereinafter referred to as “ X ” or the “Indonesian Investor”);
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , a limited liability company duly organized and validly existing under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, with its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in this matters represented by Ms. \_\_\_\_\_\_\_\_\_\_\_,  its Director (hereinafter referred to as “ Y ” or the “Foreign Investor”).

(the foregoing are also hereinafter referred to singly as a “ Party” or collectively as the “Parties”).

—————————————-            WITNESSETH     ————————————

            WHEREAS,  X is engaged in various activities including investment in and development of real estate, office buildings, and other facilities throughout the Republic of Indonesia;

            WHEREAS, Y  is organized to engage in commercial real property investments;

            WHEREAS, Y and X , subject to the permits and approval from the appropriate authorities of the Republic of Indonesia, agree to establish a joint venture company in accordance with the laws and regulations of the Republic  of Indonesia, in particular, within the framework of Law No. 25 Year 2007, concerning Capital Investment, to develop a quality hotel, apartments, and related facilities so as to take advantage  of their respective experience and expertise in accordance with the provisisons of this Agreement;

            WHEREAS, the Parties now desire to enter into this Agreement upon the terms and conditions as are hereinafter set forth;

            Now, THEREFORE, intending to be legally binding now and in the future, the Parties hereto do hereby  agree as follows:

**ARTICLE 1**

**PURPOSE**

1.1.  The purpose of this Agreement is to provide for the establishment, ownership, and operation by the Parties hereto of a foreign investment company (PMA Company) in the form of company within the meaning of Law No. 25 Year 2007, which will be named PT Z or such other name as may be acceptable to the Parties and to the Department of Justice of the Republic of Indonesia (hereinafter referred to as the Z : *abbreviation*) .

1.2.  The Objectives of the Z shall be :

a.                             development of a quality hotel, apartments and related facilities; each and all in the broadest meaning of the term and without prejudice to approval from the competent authority;

b.                            Z shall not carry out any business which is in conflict with or injurious to public order, morals and / or the rights of other Parties;

c.                             to achieve or forward the said purpose, Z has the right to involve itself in other legal entities, whose objectives are not contrary to law and are the same all almost the same as those of this company, one and or without prejudice to approval from the competent authority.

**ARTICLE 2**

**ESTABLISHMENT OF THE “Z”**

2.1.As soon as reasonably possible after the effective Date of this Agreement (as defined   in Article 13), the Parties hereto shall established the Z in accordance with the laws of the Republic Indonesia.

2.2.Z shall be formed for a period of 75 (seventy five ) consecutive years, commencing on the date of the approval by the Minister of Justice of the Republic of Indonesia of its Article of Association, having due regard to the provisions set forth in Articles 47 and 51 of the Commercial Code of the Republic of Indonesia and without prejudice to the requirements of Law No. 25 of the year 2007 regarding Capital Investment, pursuant to which law the approval referred to above regarding foreign investment is valid for a period of 30 (thirty) years unless extended or renewed.

2.3.If, any discrepancy is found between this Agreement and the Zs’ Articles of Association, the Parties shall amend the Articles of Association in accordance with this Agreement insofar as much amendment is permitted by and consistent with Indonesian law and applicable regulations.

**ARTICLE 3**

**AMOUNT OF TOTAL INVESTMENT**

The amount of the Parties’ total investment in Z shall be approximately \_\_\_\_\_\_\_\_\_\_\_\_\_ United States Dollars (US $\_\_\_\_\_\_\_\_\_\_ ), consisting of \_\_\_\_\_\_\_\_\_\_\_ United States Dollars (US $\_\_\_\_\_\_\_\_\_\_ ) in share capital as set forth in Article 4 and \_\_\_\_\_\_\_\_\_\_\_\_ United States Dollars (US \_\_\_\_\_\_\_\_\_\_\_\_ ) in offshore loans.

**ARTICLE 4**

**SHARE CAPITAL CONTRIBUTIONS**

4.1. (1) The authorized and issued capital of Z shall be the Indonesian Rupiah Equivalent of \_\_\_\_\_\_\_\_\_\_  United States Dollars  (US $ \_\_\_\_\_\_\_\_\_\_ ), divide into \_\_\_\_ shares, each share worth the Indonesian Rupiah equivalent of \_\_\_\_\_\_\_\_ United States Dollars ( US $ \_\_\_\_\_ ) as determined by the exchange rate  established in the Notification Letter of Presidential Approval of Z as a PMA Company issued by the Indonesian Investment Coordinating Board (*Badan Koordinasi Penanaman Modal*) (hereinafter referred to as “BKPM”).

 (2)The share capital of the JKP shall be subscribed and paid by the Parties as    follows:

(a)      Indonesian Investor: Rupiah equivalent \_\_\_\_\_\_\_\_\_\_\_United States Dollars (\_\_\_\_\_\_\_\_\_\_), for which \_\_\_\_\_\_\_\_\_ shares shall be issued, constituting twenty percent (20%) of the issued and outstanding share capital of Z;

(b)      Foreign Investor: Rupiah equivalent of \_\_\_\_\_\_\_ United States Dollars (US$\_\_\_\_\_\_\_\_\_) for which \_\_\_\_\_\_\_\_\_\_ shares shall be issue, constituting eighty percent (80%) of the issued and outstanding share capital of Z;

for a total of \_\_\_\_\_\_\_\_ United States Dollars ( US$ \_\_\_\_\_\_\_\_ ), representing     \_\_\_\_\_\_\_ shares.

(3)Unless otherwise agreed to between the Indonesian Investor and the Foreign Investor in writing, or required by Indonesian law or regulation, the ratio of shareholding in Z as provided in paragraph (2) of this Article 4.1. shall remain the same for a period of fifteen (15) years from the date of commencement of commercial operations by Z, or such longer period as may be permitted by applicable laws or regulations then in effect, at which time the Foreign Investor shall reduce its shareholding in Z to the maximum percentage then permitted by applicable regulations. Such divestment shall be doe in accordance with the provisions of the Articles of Association of Z and applicable laws and regulations.

(4) Out of the above mentioned share capital that have been subscribed, ten percent (10%) or in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (US$ \_\_\_\_\_\_\_\_\_ ) shall be fully paid up before the date of approval of these Articles of Association by Minister of Justice of the Republic of Indonesia. Except as otherwise required by BKPM, any and all remaining shares shall be fully paid up at the latest on the date of the commercial operation of the Company are started in compliance with the resolution of the General Meeting of the Shareholders, unless the said period of time is extended by BKPM of the request of the Board of Directors.

4.2.All shares issued by Z  shall be common stock of one class, in non-bearer form  evidenced by share certificates and shall have full voting rights.

4.3.No additional shares of Z may be authorized or issued except upon the prior written agreement of the parties hereto.

**ARTICLE 5**

**TRANSFER OF SHARES**

5.1.The Parties hereto shall not sell, assign or otherwise transfer their respective shares  except as provided herein.

5.2.(1) If any Party desires to sell, assign or otherwise transfer all or any portion of its shares in Z, such Party (“Selling Party”) shall offer such shares by written notice first to the other Party (“Responding Party”) specifying terms and conditions of sale with a price per share equal to the Net Asset Value (as defined below) of each share (with appropriate adjustments agreed to by the Parties) as of the close of the preceding quarter appraised by a certified public accountant acceptable to the Parties. When the Responding Party accept  the offer of the selling Party, such Party shall accept the offer of the Selling Party, such Party shall accept all the shares offered y the Selling Party (or  shall designate a qualified third party to purchase the shares) in proportion to its respective shareholding ratios. Partial acceptance shall not be permitted and shall be deemed a notice of intention not to purchase the shares offered. If only the Responding Party elects to accept the offer, it shall have the right (but not the obligation) to purchase all the shares offered by the Selling Party. As used herein, Net Assets Value shall mean the value of the shares as calculated by determining the fair market value of the assets of Z (including goodwill) less liabilities with adjustments required by generally accepted accounting principles or otherwise agreed to the Parties.

(2) If the Responding  Party does not elect to purchase (or nominate a third party to purchase) the shares within sixty (60) calendar days from the date of receipt of the written notice (“Acceptance Period”), or the Responding Party  gives notice of its intention not to purchased the share so offered, then the Selling  Party  shall thereafter be free to dispose of its un purchased  shares within a period of six (6) months (“Free Sale Period’) after the expiration of the said Acceptance Period or after the receipt of the notice of intention not to purchase as the case may be; provided, however, that the selling Party shall not sell such shares to any third party at a lower price or under any more favorable    conditions of sale than the originally offered price and conditions of sale for such shares.

(3) If the shares are not sold or transferred to a third party upon the terms established herein and within the Free Sale Period, then the said shares automatically shall become subject once more to the terms of this Article as if they had never before been offered for sale.

(4) Any sale or transfer of shares pursuant to this Article 5.2. shall be conditioned on the approval of such sale or transfer by BKPM.

5.3.If the Indonesian Investor shall have offered its shares to a Foreign Investor and the Foreign Investor shall be prohibited or restricted by laws of the Republic of Indonesia or by regulations, orders, decrees of policies of the Indonesian Government  or in other manner from purchasing such shares, the Foreign Investor shall have the right to designate a third party acceptable to the Indonesian Government who may exercise the right granted to the Foreign Investor as the Responding Party.

5.4.Any sale or transfer contemplated by this Article shall be subject to the approval of the Indonesian Government if required. The Parties shall exert their best efforts to secure such approval.

5.5.If any Party sells or otherwise transfer all or any portion of its shares to a third party, such Selling Party shall cause the third party  acquiring such shares, as a condition of such acquisition, to furnish a written undertaking to the other Parties and Z agreeing to observe and be bound by all provisions of this Agreement and any other related agreements between the Parties hereto, as if it had executed this Agreement and such related agreements in place of the Party who sold the shares.

5.6.No Party shall pledge or hypothecate the shares of Z, nor otherwise use them as collateral or for any purpose which could result in an involuntary transfer or assignment of  such shares to third parties, unless consent to such pledge, hypothecation or other such application has been received in writing from the other Party, and any attempt to pledge or hypothecate such shares without such consent shall be null and void.

**ARTICLE 6**

**BOARD OF DIRECTOR**

6.1.JKP shall be managed by a Board of Directors under  the supervision of a board of Commissioner.

6.2.The Parties agree that the Board of Directors of JKP shall consist of Ten (10) members, Seven (7) Directors, including the President Directors, including the President Directors, shall be elected from candidates nominated by the Indonesian Investor. Three (3) Directors including the Vice President Director, shall be elected from candidates nominated by the Foreign Investor.\At least Two (2) candidates nominated for each position. Each Party agrees to produce the nomination and election of members nominated by the other Party in accordance with this Agreement.

6.3.If any Party wishes to change its nominated director with or without cause, the other Party will vote accordingly; provided, however if such dismissal is without cause, the Party proposing the dismissal shall indemnify and hold Z and the other Party harmless from any and all damages and any other expenses that may arise from such action.

6.4.Directors shall  be elected for a term of three (3) years, except that the term of the first boards of directors elected under this Agreement shall end on 30 June 2010. If at the end of a Directors’ term, the General Meeting of the Shareholders should decline to elect a successor, such director shall continue in office until reelected or a  successor is elected by the General meeting of Shareholders.  If the position of a Director of Z becomes vacant for any reason, the Parties hereto shall cause their share to be voted to elect as director a person nominated by the Party who nominated the director whose office is vacant.

6.5. Except as otherwise required by law or the Article of Association of Z, the quorum for all meetings of the Board of Directors shall be a majority of the directors then in office represented in person or by proxy. All acts and matters of the Board of Directors shall be adopted by the affirmative vote of a majority of all the Directors in office.

6.6.The President Director , or in his absence or incapacity, the Vice President Director or in his absence or incapacity, any Two (2) other directors, shall have authority to represent Z and sign documents on behalf of Z subject to the provisions of the Articles of Association of Z.

6.7.The following actions of the Board of Directors shall require the written approval of the President Commissioner or in his absence or incapacity, any Two (2) commissioners:

(a) to acquire, lease or dispose of any immovable property exceeding a value established from time to time by the Board of Commissioners, or dispose of substantially all of  movable assets of Z;

(b)  to mortgage or provide as collateral in whatever form the properties of Z;

(c) to lend or borrow money in the name of Z in excess of an amount established  from time to time by the Board of Commissioners;

(d) to enter into any other contract or other obligation, or engage in any transaction, in excess of an amount established from  time to time by the Board of Commissioners;

(e)  approval of the annual profit and loss statement and balance sheet of Z;

(f)  decisions with respect to the amount or timing of distribution of dividends;

(g) entering into, withdrawing from, liquidating or dissolving any joint venture, joint operating or consortium;

(h) investing capital or assets in another business, partnership or company, or liquidating all of part of any such investment;

6.8. Meeting of the Board of Directors may be called by the President Director or at the written request of any other director when he deems the same to be necessary or advisable.

6.9.The decisions of the Board of Directors shall be by majority vote. In the event of  a tie vote, the matter shall be referred to a General Meeting of Shareholders for resolution. If the General Meeting of Shareholders is unable to resolve the matter, the provisions of Article 6 shall apply. The Parties agree to amend Zs’ Articles of Association to reflect this provision.

**ARTICLE 7**

**BOARD OF COMMISSIONER**

7.1.The Parties agree that the Board of Commissioners of Z shall consist of five (5) members. Three (3) Commissioners, including the President Commissioner, shall be elected from candidates nominated by Indonesian Investor and two (2) members, shall be elected from candidates nominated by the Foreign Investor.

7.2.The Parties agree to vote their shares to procure the election of candidates in accordance with the provisions of Article 7.1.

7.3.The quorum for meetings of the Board of Commissioners shall be a majority of the Commissioners then in office, represented in person or by proxy. The decisions of the Board of Commissioners shall be by majority vote. In the event of a tie vote, the matters share be referred to the General Meeting of Shareholders for resolution. If the General Meeting of the Shareholders is unable to resolve the matter, the provisions of Article 7 shall apply. The Parties agree to amend Z s’ Articles of Association to reflect this provision.

**ARTICLE 8**

**MEETING OF SHAREHOLDERS**

8.1.The Board of Directors shall decide the time and place for convening all meetings of the shareholders.

8.2.Except as otherwise required by law all actions and resolutions of the shareholders shall be adopted by the affirmative vote of a majority of the share represented at a meeting where majority of the total number of issued  and outstanding shares of the Z are represented.

8.3.Other details with respect to shareholder meetings such as notice and waiver of notice, presiding office, calling of meeting at the shareholder request, etc., shall be set forth in Zs’ Articles of Association.

**ARTICLE 9**

**PRE-OPERATING EXPENSES**

The Parties shall be each entitled to reimbursement by Z for expenses incurred by the Parties in connection with the establishment of Z, including all moneys advanced to Z, expenses for design work, feasibility studies, and other professional consultations and fees incurred in connection with the establishment of Z, which can be documented in accordance with Indonesian Accounting Practices.

**ARTICLE 10**

**ACCOUNTING**

10.1.The accounting year of Z shall commence on the first of January of every year, except for the first accounting year which shall commence on the date of the establishment of Z, and shall in both cases end on the thirty-first day of December of the same year.

10.2. The Parties hereto shall cause Z to keep true and accurate accounting records in the English and Indonesian languages, subject to approval of the relevant Indonesian authorities, in accordance with Indonesian Accounting Principles. The Parties hereto shall have the right to inspect, audit or examine the records and books of Z by    themselves or  through their  authorized representatives during   business  hours of Z.

10.3.The Parties hereto shall cause Z to render to the Parties such periodical reports required under the Articles of Association and as are reasonably necessary to keep the Parties hereto informed of the operation and financial condition of Z. The Board of Directors shall provide a monthly report as to the business and financial status of Z within thirty (30) days after the last business day of each preceding month.

10.4.The accounting records and books of Z shall be audited at the end of each fiscal year by a public accounting firm appointed by the Annual General Meetings of  Shareholders upon the recommendation of the Board of Directors.

**ARTICLE 11**

**DIVIDENDS**

11.1. Earnings of Z, after deducting all taxes payable or making provision for payment of all such taxes plus all the costs and expenditures incurred by Z based upon Indonesian accounting practices, and any other amounts required to be set aside for reserves of Z under Indonesian law, shall be regarded as net profit. The General Meetings of Shareholders shall take necessary steps to declare and effect payment of such dividends at least annually if cash flow permits.

11.2. The Board of Directors shall make an annual report to the shareholders as to the financial activity of Z during the preceding fiscal year, which report shall be made no later than ninety (90) days  after the close of the books with respect to such fiscal year. This report shall make a recommendation as to whether Z is in an appropriate financial position to issue dividends with respect to such fiscal year.

11.3. The report of the Board of Directors, and any recommendation with respect of the issuance of dividends, shall be considered at the Annual General Meeting of Shareholders and a determination made at such meeting as to whether dividends should be issued. Nothing I the foregoing shall prevent the Board of Directors, with the approval of an Extraordinary General Meeting of Shareholders, from declaring interim dividends prior to the close of fiscal year if the financial situation of Z so permits.

11.4. Dividends declared at a General Meetings of Shareholders shall be paid in cash by Z not later than sixty (60) calendar days after the date of declaration.

11.5. All dividends to be paid by JKP to the Parties shall be remitted at Zs’ expense in such currency to such persons and places and in such manner as the Parties may designate from time to time.

11.6. Z shall also submit to the shareholders concerned authenticated copies of the pertinent tax receipts issued by the relevant Indonesian tax authorities evidencing the payments to the Government of the Republic of Indonesia of taxes withheld from dividends.

**ARTICLE 12**

**ROLES OF THE PARTIES**

Each Parties hereto shall use its best efforts in its respective business expertise to assist or cooperate with Z in meeting its organizational, administrative, managerial, financial, operational and technological requirements in accordance with appropriate business practices.

**ARTICLE 13**

**EFFECTIVE DATE; TERMINATION**

13.1. This Agreement shall be effective upon signing.

13.2. Unless terminated pursuant to Article 13.3. below, this Agreement shall continue in effect so long as all of the Parties hold shares in Z.

13.3.This Agreement shall be terminable immediately by written notice to the other Party upon the occurrence  of one or more of the following  events:

(a)  by any party hereto, if any party shall commits a breach of any of its obligations under this Agreement which shall not be remedied within sixty (60) calendar days from the giving of written notice requiring the said breach to  be remedied;

(b) by any party hereto, if another party (the “Embarrassed Party”) or its creditors or any other eligible party shall file for said Embarrassed Party is unable to pay any debts as they become due, has explicitly or implicitly suspended payment of any debts as they become due (except debts contested in good faith), or if any material or significant part of the Embarrassed Party’s undertaking, property or assets shall be intervened in, expropriated or confiscated by action of any government;

(c) by any party hereto, if another party shall be or become incapable, for a period of ninety (90) calendar days, of performing any of its obligation under this Agreement or Z ‘s  business is no longer commercially viable because of *force majeure* as defined in Article 18 below;

(d) by the Foreign Investor, if dividends or any other funds to be remitted to it by Z shall be prevented from being remitted or cannot be remitted for whatever reason.

13.4. The Parties hereto hereby expressly waive the provisions of Articles 1266 and 1267 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*) with respect to any termination of this Agreement.

**ARTICLE 14**

**CONSEQUENCES OF TERMINATION**

14.1. Termination of this Agreement shall be without prejudice to the accrued rights and liabilities of the Parties at the date of termination unless waived in writing by mutual agreement of the Parties.

14.2. Upon termination of this Agreement pursuant to Articles 14.3.(a) or (b) the party exercising its option to terminate this Agreement (“Terminating Party”) shall have the choice of:

(a) Requiring the party in default (“Defaulting Party”) to sell it shares to the Terminating Party (or its nominee) who wish to purchase such shares (distributed in proportion to their shareholding in Z) at a price equal to ninety percent (90%) of the Net Asset Value of the shares; or

(b) Requiring the Defaulting Party to purchase the shares of the Terminating Party who wish to sell their shares at a price equal to One hundred ten percent (110%) of the Net Asset Value of the shares.

14.3. (a) Upon termination of this Agreement pursuant to Article 14.3. (c), (d) or (e), the Terminating Party shall offer its interest for purchase by the other Party (or its nominee) at such price as it deems reasonable. If the Terminating Party and any of the other Party (or nominee(s)) cannot agree upon a price and other terms and conditions of sale within ninety ( 90 ) days, the Terminating Party shall be free to seek a *bonafide* third party offer for purchase of its shares. The Terminating Party shall there upon re-offer its shares to the other Party for purchase on the same terms and conditions offered by such third party and the other Party (or its nominee) shall have thirty (30 ) days to accept or reject such offer. If the offer is rejected, the Terminating Party shall be free to sell its shares and the other Party shall waive all preemptive rights to such sale which it may have under the Articles of Association of Z.

(b) If the Terminating Party and the other Party cannot agree upon a purchase price for the Terminating Party’s shares and the Terminating Party cannot find a *bonafide* third party purchases for its shares within six (6) months after rejection on its offer by the other Party, the other Party (ies) shall have the option either (i) of purchasing the shares of the Terminating Party at fifty percent (50%)  of their Net Asset Value (as defined in Article 5.2 (1) ) or (ii) joining with the Terminating Party to liquidate and dissolve Z.

**ARTICLE 15**

**ARBITRATION**

15.1. Any dispute  between the Parties hereto relating to this Agreement shall  be settled by arbitration in accordance with this Article 14 and, to the extent not inconsistent herewith the Arbitration Rules of the *Badan Arbitrasi Nasional Indonesia* (“BANI”) (the “Rules” ) existing on the date hereof. The arbitration  panel shall consist of three (3) arbitrators, one (1) chosen by the complainant, one (1) chosen by the respondent and a Chairman chosen by the arbitrators named by the complainant and respondent.

15.2. The Parties expressly agree that (i) the arbitration tribunal shall decide the matter as expeditiously as possible, however no time limits shall be imposed, (ii) Section 631 of the R.V. (*Reglement op de Rechtsvordering*) shall apply, and that accordingly the arbitrators shall only  reach their decision by applying strict rule of law to the facts and shall not purport  to resolve any dispute *ex aequo  et bono*, (iii) the arbitration shall be conducted in the English language, in Jakarta, Indonesia, or such other place or places in Indonesia as the Parties to the arbitration may agree, (iv) the Party in whose  favor the arbitral award is rendered shall be entitled to recover cots and expenses of the arbitration tribunal including but not limited to the cost and expenses of administration of the arbitration proceedings, and (v) the arbitral award shall be issued in Indonesia.

15.3. The Parties expressly agree to waive Section 641 of the R.V. and any other applicable laws permitting appeal to courts of law or any other body so that accordingly there shall be no appeal to any court or other body from decision (or any interim decision) of the arbitrators and neither party shall dispute nor question such decision before any judicial authority in the Republic of Indonesia or elsewhere.

15.4. Pending the submission to arbitration and thereafter until the arbitration tribunal issues its decision, each Party shall, except in the event of expiration, termination or failure by the other party to obey or comply with a specific order or decision of the arbitration tribunal, continue to perform all of its obligations under this Agreement without prejudice to a final adjustment in accordance with the said award.

**ARTICLE 16**

**GOVERNING LAW**

The formation, validity, performance and interpretation of this Agreement shall be governed by the laws of the Republic of Indonesia.

**ARTICLE 17**

**ASSIGNMENT**

Hereinafter this Agreement nor any of the rights and obligations hereunder may be assigned or transferred, whether directly or indirectly, by any Party hereto without prior written consent of the other Party hereto. Such assignment shall be subject to approval, if required, by the Government of the Republic of Indonesia.

**ARTICLE 18**

**FORCE MAJEURE**

18.1. In the event of any failure in the performance of this Agreement due to any *force majeure* such as war, strike, labor dispute, fire, natural disaster, change in law or regulation or other action of government, or any other cause whatsoever beyond the control of  a Party to this Agreement, the Party so failing shall, to that extent, be exempted during the period of such happening from the liabilities that would otherwise result from its failure.

18.2. Upon occurrence of any of the events constituting *force majeure* under article 17.1. above, the party being effected by such event shall, without delay, give notice in writing of the same to the other party.

**ARTICLE 19**

**NOTICE**

19.1. Any notice, request, and other correspondence under and in connection with this Agreement shall be in the English language and be sent by registered air mail or by cable, telex, or facsimile at the following addresses:

X’s : Address

Y’s: Address

19.2. The notice, request and other correspondence shall be deemed duly received on the 10th day after posting if sent by registered airmail or 48 hours after transmission if sent by cable, telex or facsimile.

19.3. Any Party hereto may at any time change its address by notifying the other Party of such change in accordance with the procedures provided in Article 18.1. above.

**ARTICLE 20**

**DISCLAIMER OF AGENCY**

This Agreement shall not be deemed to constitute either Party, the agent of the other Party hereto, nor shall it constitute Z an agent of either Party hereto.

**ARTICLE 21**

**MISCELLANEOUS**

21.1. This Agreement is intended to be a full and complete agreement, which shall have no further force or effect among the Parties to this Agreement.

21.2. The headings of the Articles have been inserted for convenience of reference only had and shall not affect the interpretation or construction of the provisions of this Agreement.

21.3. This Agreement constitutes the entire Agreement and understanding between the Parties hereto, and supersedes and cancels all previous negotiations, representations, undertakings and agreements heretofore made between the parties hereto with respect to the subject matter hereof.

21.4.This Agreement shall not be modified except by a written instrument executed by duly authorized representatives of the Parties hereto. If modification agreed upon between the Parties hereto shall be subject to approval, permit or validation of the Governments of the Republic of Indonesia and/or \_\_\_\_\_\_\_\_, as the case may be, such modification shall become effective and valid only on the day the last such approval, permit or validation has been duly obtained.

21.5. In the event any term or provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be interpreted and construed as if such term of provision, to extent which it is invalid, illegal or unenforceable, had never been contained in this Agreement.

21.6. Waiver of any rights by a Party hereto towards the other for breach or a series of breaches hereof shall not affect the right of the waiving Party to exercise any of its rights provided  hereunder on account of any other breach hereof or similar breach subsequent thereto.

21.7.This Agreement is written in the English language, which shall prevail over any translation thereof.

21.8. Any moneys payable to a Foreign Investor which may not be remitted abroad due to exchange controls or other government regulation, decree or order shall be paid into an interest bearing account in the name of the Foreign Investor at a bank designated by the Foreign Investor.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the year and day first above written.

X                                                                                Y

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                          \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name   :                                                                       Name   :

Title      : Director                                                          Title      : Director