

CERTIFY

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

**ABOTTY FARMING
(PRIVATE) LIMITED**

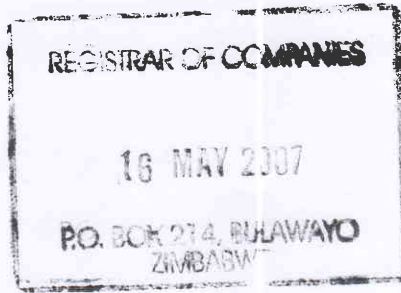


PRESENTED FOR FILING BY
FINELIST INVESTMENTS (PRIVATE) LIMITED
BOX 3128
BULAWAYO

CERTIFIED TRUE COPY
OF THE ORIGINAL

A handwritten signature in blue ink, appearing to be 'L. Hop'.

15 MAY 2007



PREPARED BY ME:

(SHELTON TSEMBANI MAROCHA)
(CHARTERED SECRETARY)

REGISTERED AT BULAWAYO, ZIMBABWE
16th MAY 2007
1817/2007
Registrar

THE COMPANIES ACT (CHAPTER 24:03)
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
ABOTTY FARMING (PRIVATE) LIMITED

15/05/07
983631
\$20000

1. The name of the Company is ABOTTY FARMING (PRIVATE) LIMITED.
2. The registered office shall be situated in Zimbabwe.
3. The objects for which the Company is established are :

(a) (i) To carry on the trade or business of farmers, farm managers, agricultural producers, horticulturists, breeders of cattle, horses, sheep goats and all other livestock including crocodiles and ostriches, together with any other business usually carried on in connection therewith.

(ii) To/.....

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- (ii) To acquire by purchase, lease exchange or in any other manner whatsoever, immovable and movable property of any nature and kind whatsoever, or stocks, shares debentures, mortgages, leases and securities of any right or interest whatsoever in any immovable property or movable property of any nature and kind whatsoever situate. To render immovable property suitable for the purposes of the company construction, demolishing, reconstruction, altering, improving, decorating, furnishing, and maintainin offices, flats, houses, factories, warehouses, shops, buildings works and conveniences, and by consolidating or connecting or sub-dividing properties and by leasing.

For the purpose of investment:

- (iii) To preparte any land acquired for lease by the Company or in which the Company is Interested for building purposes; and
 - (iv) To build, erect and construct, alter, pull down, decorate, maintain, furnish, fit up and and improve houses and shops, flats, offices, buildings or works of any description on any land description on any land or lands of, or acquired or leased by the Company, and to demolish, rebuild, enlarge, alter and improve any such existing buildings or works thereon; and
 - (v) To let on building lease or building agreement and to advance money to and enter into Contracts and arrangements of all kinds with builders, tenants and others: and
 - (vi) Generally to improve and develop any land acquired or lease by the Company interestec
-
- (b) For income purposes, to invest the capital and other monies of the Company in the Purchase or upon the security of any investments (that is to say) any shares, stocks, debentures, debenture stocks, bonds, mortgages, obligations and securities of any kind issued or guranteed either -
 - (i) by any Company, corporation or undertaking of whatever nature and whatsoever constituted or carrying on business; or
 - (ii) by any Government, Sovereign, Ruler, Commisioner, Trust, Authority or other body of whatever nature and where so ever situated.
 - (c) To organise, operate and conduct safaris, game and scenic tours, game viewing, game photography, wild animals and birds, to acquire, open, maintain and operate game and wild life parks, reserves, ranches and conservation areas, to erect, maintain and operate hotels, restaurants, rest camps and lodges, to operate buses, coaches, hire cars and other forms of transport in all or any of the branches and departments of such businesses and carry on the businesses of collectors, preparers and manufacturers of, and dealers in hides, skins trophies, curios, mementos of every description.

(d) To/.....

PAGE THREE

- (d) To carry on the business of garage, service and petrol filling station proprietors, dealers in engineers and repairers of motor and other vehicles, machinery and equipment of any kind, farmers, ranchers, dairymen, fruiterers, planters and tobacco dealers and graders; to purchase receive, deal in, handle, grade, classify, treat, pack, store, manufacture, manipulate for market; sell and export tobacco.
- (e) To carry on the business of general dealers, butchers, hawkers, wholesale and retail merchants, importers and exporters, commission and general agents, manufacturers representatives, brokers and secretaries.
- (f) To purchase or otherwise acquire, and to sell, dispose of and deal with miners and mining rights and property supposed to contain minerals or precious stones of all kinds, and undertakings connected therewith, and to work, exercise, develop and turn to account mines and mining rights, and any undertakings connected therewith; and to crush, win, get, quarry, smelt, calcine, refine, dress, amalgamate, manipulate, prepare for market, buy and sell ore, metal, minerals and mineral substances of all kinds.
- (g) To carry on any other trade or business, whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection or ancillary to any of the above businesses or the general business or the general business of the Company.
- (h) To sell, lease, exchange, mortgage or otherwise dispose of, deal or turn to account property, investments, assets and undertaking of the Company or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other Company having objections altogether or in part similar to this Company.
- (i) To borrow and raise money, or to secure the payment of money due by the Company or by any other person or company in such manner and upon such terms as to secure otherwise as the Company shall deem fit.
- (j) To carry business of iron founders, mechanical engineers, and manufacturers of agricultural implements and other machinery, toolmakers, brass-founders, metal workers, boiler-makers, millwrights, machinists, iron and steel converters, smiths, wood-workers, builders, painters, metallurgists, electrical engineers, water supply engineers, gas-makers, farmers, printers and merchants, and to buy, sell manufacture, repair, convert, alter, let on hire, and deal in machinery and hardware of all kinds and carry on any other business (manufacture or otherwise) which may seem to a company capable of being conveniently carried on in connection with the above, or otherwise calculated directly or indirectly to enhance the value of any property and rights of the company for the time being.

(k) To/.....

PAGE FOUR

- (k) To make, draw, execute, issue, accept, endorse, negotiate, discount and otherwise deal in cheques, bills of exchange, promissory notes, letters of credit, coupons, drafts, warrants, and other negotiable or transferable instruments and securities, and to receive money or valuables on deposit or for safe custody.
- (l) To invest and deal in any manner with any monies of the Company not immediately required for carrying on the business of the Company.
- (m) To enter into partnership or any arrangement for amalgamation, joint ownership, sharing profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any part of which shall include the acquisition and taking over of all or any part of the property and liabilities, rights or undertakings of this Company or the carrying out of all or any of the objects of this Company or which shall in any manner be calculated directly or indirectly to benefit this Company or render profitable any of business or undertakings.
- (n) To apply for, promote and obtain any Act of Parliament, charter, privilege, concession, licence or authorisation of any Government, State or Ministry, provisional order or licences of any authority for enabling the Company to carry any objects in to effect or extending any of the powers of the Company or effecting any modifications of the constitution of the Company, or for any other purpose which may seem expedient, and to oppose any proceedings or applications, which seem calculated directly to prejudice the interests of the Company.
- (o) To enter into any arrangements with any governments or authorities, municipal, local or otherwise, or any person or company, that may seem conducive to the objects of the Company, or any of them, and to obtain from any such government, authority, person or Company any rights, privileges, charters, contracts, licences and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply therewith.
- (p) To establish and support, or to aid in the establishment and support of associations, institutions, trust funds and pension funds calculated to benefit persons, in the employment of the Company or formerly in its employment and the wives and children of such persons, and others dependant upon them, to grant money, pensions allowances, gratuities and bonuses in cash or in share or securities; to provide schools, reading rooms, houses places of recreation; and to subscribe or guarantee money for charitable, benevolent or public purposes.

(q) To/.....

PAGE FIVE

- (q) To pay out of the funds of the Company all expenses which the Company may lawfully pay with respect to the formation and registration of the Company or the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting of shares, debentures or other securities of the Company.
- (r) To pay for any rights or property acquired by the Company, and to remunerate any person or Company whether by cash payment or the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.
- (s) To procure the Company to be registered or recognised in any part of the world outside Zimbabwe.
- (t) To establish or promote, or concur in the establishing or promoting of, any company or companies for the purpose of acquiring all or any of the property, rights or liabilities of the Company or any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing of underwrite subscribe for otherwise acquire all or any part of the shares, debentures or other securities of any such other company.
- (u) To act as agents or brokers and as Trustee for any person or company and to undertake and perform sub-contracts and to do all or any of the above things in any part of the world, and either as principals, agents trustees, contractors or otherwise, and either alone or jointly with others, and either by or through agents, subcontractors, trustee or otherwise.
- (v) Either during the life time of the Company or upon liquidation to distribute among the members in specie any property of the Company and for such purpose to distinguish an separate capital from profits.

(w) To/....

PAGE SIX

- (w) To do all such other things as may be incidental or conducive to the attainment of the above.
AND IS HEREBY DECLARED that the word "Company" in this Clause, except where used in reference to this company, shall be deemed to include any person or partnership or other body of persons whether incorporate or not incorporated, and whether domiciled in Zimbabwe or elsewhere, and that the objects specified in each paragraph of this clause, except where otherwise expressed in such paragraph, shall be separated and independent main objects of the Company, and shall not be limited or restricted by reference to the terms of any other paragraphs or the nam of the Company.
4. The liability of the members is limited.
5. The share capital of the Company is TWO HUNDRED AND FIFTY DOLLARS (\$250) DIVIDED INTO TWO HUNDRED AND FIFTY (250) Shares of ONE DOLLAR (\$1.00)each, with power to the Company to increase o reduce such capital and to divide the shares in the original or any increased capital into several classed and to attach thereto respectively and preferential, qualified, special or deferred rights, privileges or conditions.

We/.....

PAGE SEVEN

We the several persons whose names, address and description are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Signature of Subscribers
Numbers (in writing) of
Shares taken by each
Subscriber

Full names and business or residential
addresses and description of
Subscribers

(50)
50

SHARES

Fifty ordinary shares
Msebele

SINDISIWE MSEBELE
11 THOMSON ROAD
PADDONHURST
BULAWAYO
BUSINESSWOMAN

(50)

SHARES

(50) Fifty ordinary shares
Muparari

JONAH MUPARARI
1 BEECH CLOSE
SAUERSTOWN
BULAWAYO
CLERK

DATED AT BULAWAYO THIS 14TH day of MAY 2007

WITNESS to the above signatures:



FULL NAME

:

SHELTON TSEMBANI MAROCHA

ADDRESS

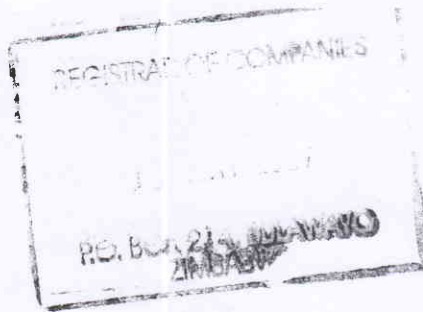
:

11 THOMSON ROAD, PADDONHURST
BULAWAYO

OCCUPATION

:

CHARTERED SECRETARY



REGISTERED AT BULAWAYO, ZIMBABWE
16 day of MAY 2007
No. 1817/20
Registrar

THE COMPANIES ACT , CHAPTER 24: 03
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF

ABOTTY FARMING (PRIVATE) LIMITED

- 1) The regulations contained in Part 1 of Table "A" of the First Schedule of the Companies Act Chapter 24: 03, shall subject to the deletions, modifications, amendments and additions hereinafter appearing, be the Articles of Association of the Company and in the event of the being any inconsistency between the Regulations contained in Part 1 of Table "A" and the Regulations hereinafter appearing, the provisions of the latter shall prevail.
- 2) Articles 1, 11, 15, 24, 50, 53, 58, 62, 74, 76, 78, 79, 87, 88, 90, 91, 92, 93, 94, 95, 96, 97, 98, 113, 127 and 130 of Part 1 of Table "A" shall not apply to the company.
- 3) In the Articles of Association of the Company;

"The Act"	means the Companies Act, Chapter 24: 03
"The Seal"	means the common seal of the company
"Secretary"	any person appointed to perform the duties of the Secretary of the company
"The Office"	means the Registered Office of the Company

Unless the context otherwise, requires, words or expressions contained in these Regulations shall bear the same meaning as in the act or any statutory modification thereof in force at the date at which these Regulations become binding on the Company.

(4) The/....

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PRIVATE COMPANY

4. The Company is a private Company and accordingly: -

- (a) The right to transfer shares is restricted in a manner hereinafter prescribed;
- (b) The number of members of the Company (exclusive of persons who are in the employment of the Company, and the persons who having seen formerly in the employment of the Company were, while in such employment and have continued after the termination of such employment to be members of the Company) is limited to FIFTY (50);

Provided that where two or more persons hold one or more shares in the Company jointly they shall, for the purpose of this Regulation, be treated as a single member;

- (c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

LIEN

5. The Company shall have a first and paramount lien on every share (other than fully paid shares) for all monies. (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (other than fully paid shares) standing registered in the name of a single person for all monies presently payable by him or his estate to the Company, but the Company in General Meeting may at any time declare any share to be wholly or in part exempt from the provisions of this Regulation. The Company's lien, if any, on a share shall extend to all dividends payable thereon

CALLS ON SHARES

6. The Directors may from time to time make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.

(7) The/.....

PAGE THREE

ALLOTMENT OF SHARES

7.(a) The initial shares in the capital of the Company shall be allotted and issued at par by the directors to the proposed shareholders of the Company in the proportions previously agreed by them.

(b) Thereafter all shares of whatever kind in the existing or any increased capital of the Company shall be offered to the existing members for subscription by them upon equal terms and conditions and in proportion as nearly as may be to the number of shares in the issued share capital of the company already held by them respectively at the time of the offer.

Such offer shall be made by notice in writing specifying the number of shares to which the member is entitled and the proposed terms and conditions of issue thereof and stipulating a time being not less than THIRTY (30) DAYS, within which the offer shall be available for acceptance.

(c) If at the expiration of the aforesaid period stipulated for the acceptance of such offer, any member shall have declined or failed to accept all or any of the shares as aforesaid, they shall be offered to the other shareholders in proportion as nearly as may be to the number of shares in the issued share capital of the Company already held by them respectively at the time of the offer.

If any shareholder shall decline or fail to accept his pro rata entitlement of the shares offered as aforesaid then the other shareholders shall be entitled to purchase them and, as between such other shareholders their respective entitlements thereto shall be in proportion to the number of shares in the issued share capital of the Company already held by them. This process shall be repeated until all the shares have been accepted or declined by the shareholders to the intent that none of such shares shall be offered to non-members of the Company unless there shall be no shareholders who shall be willing to subscribe for them in accordance with the provisions hereof.

(d) All offers shall be governed by the provisions of the final paragraph of paragraph (B) of this Regulation, mutatis mutandis.

(e) For a period of NINETY (90) days after the expiry of the last period open for acceptance of the offer referred to in sub-paragraph (c) of this Regulation the Directors may dispose of any shares not subscribed for by members as aforesaid in such manner as they think most beneficial to the Company provided that such an offer shall not be at a price and upon terms and conditions more favorable than those contained in the aforesaid offers. If at the expiry of the aforesaid period of NINETY (90) days any of such shares shall not have been subscribed for the pre-emptive rights hereinbefore conferred shall revive and apply.

(f) No/.....

PAGE FOUR

- (f) No share shall be offered or allotted to any non-member so long as any existing member shall be willing to subscribe for such share in accordance with the provisions of this Regulation.
- (g) Subject to the foregoing the shares in the Company shall be under the control of the Directors who may allot the same to such persons and on such terms and conditions and at such times as the Directors may think fit, with full power to give to any person call on any shares, either at par or at a premium and for such conditions as the directors may think fit.
- (h) The provisions of Regulation 8 (h) shall apply to this Regulation, mutatis mutandis.

TRANSFER AND TRANSMISSION OF SHARES

- 8.(a) No share shall be transferred to any person who is not a member of the Company so long as any member (hereinafter referred to as "the purchasing member") is willing to purchase the shares at the fair value.
- (b) Any shareholders proposing to transfer any share (hereinafter referred to as "the proposing transfer" shall give notice in writing (hereinafter referred to as "the transfer notice") to the Directors of the Company that he desires to transfer the same constitute the company directors his agent for the sale and transfer of the shares specified therein to the other members of the proportion to their shareholding.

PROVIDED ALWAYS that any shares not taken shall be offered to the remaining members in proportion to their shareholding.

The transfer notice include several shares and in such case it shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the directors.

- (c) A proposing transferor shall specify in the transfer notice the sum fixed as the fair value and how the purchasing member shall be entitled to by at the price so fixed, or at his option, at the fair value to be fixed by the Company's Auditors as provided in those Articles.

(d) The/.....

PAGE FIVE

(d) The Director shall, with a view to finding a purchasing member, offer at the fair value any shares comprised in a transfer notice to the members then holding the remaining shares in the Company as nearly as may be in proportion to their respective holdings of shares in the Company and shall limit which such offer is not accepted in whole or in part shall be deemed to be declined, and shall notify to such members that any such member who desires to purchase shares in excess of his said proportion shall in his reply state how many additional shares he desires to purchase at the fair value, and if all such members do not accept their said proportions in full the unaccepted shares shall be used for satisfying the claims or additional shares. If there shall be insufficient of the said unaccepted shares to satisfy in full such claims for additional shares, the said unaccepted shares shall be distributed among members making such claims as nearly as may be in proportion to the said respective holding of shares in the Company provided that no member shall have offered to purchase. The Director shall make such arrangements as regards to the finding of purchasing member for an Shares not accepted or claimed as aforesaid within the time so limited as they shall think just and reasonable.

(e) In case any difference arises between the proposing transferor and the purchasing member as to the fair value of a share, the Auditor of the Company shall, on the application of either party, certify in writing the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying, the Auditor shall be considered to be acting as an expert and not as an arbitrator. In the event of their being no auditor and Auditors appointed for the Company, the Company shall forthwith appoint an Accountant for the purposes aforesaid;

The fair value of a share thus determined shall be final and binding of the proposing transferor and the purchasing member shall apply to all shares of the same class specified in the transfer notice.

(f) If in any case the proposing Transferor, after having become bound as aforesaid, makes default in transferring the share, the Company may receive the purchasing money, and shall thereupon cause the name of the purchasing member to be entered in the Register as the holder of the share, shall hold the purchase money in trust for the said proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member and after his name has been entered in the Register, in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

The proposing transferor shall in such case be bound to deliver up his certificate of said shares, and such delivery shall be entitled to receive the said purchase price, without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate of such shares.

(g) If/.....

PAGE SIX

(g) If the Company shall not within the space of FIFTY-SIX (56) days, after being served with the transfer notice find a purchasing member and give notice in the manner aforesaid, the proposing transferor shall, at any time within THREE (3) months afterwards, be at liberty subject to paragraph (h) to sell and transfer the shares (or those not placed) to any person, and at any price.

(h) Directors may refuse to register the transfer of a share :-

1. Where the Company has a lien on the share
2. Where it is not proved to their satisfaction that the proposed transferee is responsible.
3. Where the Directors are of the opinion that the proposed transferee is not a desirable person to admit to membership;
4. Where the proposed transferee is indebted, or under any liability, to the Company.

The Directors shall not be bound or required to state their reasons for any refusal based on sub-paragraphs (ii) or (iii). Sub-paragraphs (ii) and (iii) shall not apply where a proposed transferee already a member.

(i) Anything to the contrary herein contained notwithstanding any share of a deceased member may be transferred by his (or her) Executors, Administrators or Trustees to any wife (or husband) child or children of such deceased member, and a share standing in the name of the Executor, administrators or Trustees of any deceased member may be transferred upon any change of Executors, Administrators or Trustees to the executors, Administrators or Trustees for the time being of the Estate of such deceased member, and the restrictions in the foregoing clauses shall not apply to any transfer authorised by this clause.

GENERAL MEETINGS

9. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the Meeting proceeds to business; until otherwise determined by the Company in General Meeting TWO (2) members present in person or by proxy and entitled to vote shall be a quorum.

10. Subject to the provisions of the Act, a Resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations, by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

(11)An/.....

NOTICE OF GENERAL MEETING

11. An Annual General Meeting and a meeting called for the passing of a Special Resolution shall be called by TWENTY-ONE (21) days' notice in writing at the least, and a Meeting of the Company other than an Annual General Meeting or a meeting for the passing of a Special Resolution shall be called by SEVEN (7) days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and the day for which it is given, and shall specify the place, the day and the hour of meeting, and shall be given the general nature of that business, and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons are, under the Regulations of the Company, entitled to receive such notice from the company.

PROVIDED THAT a Meeting of the Company, shall, notwithstanding that it is called by shorter notice than that specified in this Regulation, be deemed to have been duly called if it is so agreed:-

- (a) In the case of a meeting called as the Annual General Meeting, by all the members entitled to attend and vote thereat; and
- (b) In the case of any other Meeting, by a majority in number of the members having a right to attend and vote at the Meeting, being a majority together holding not less than NINETY-FIVE PER CENTUM (95%) IN NORMAL VALUE OF THE SHARES GIVING THAT RIGHT.

PROCEEDINGS AT GENERAL MEETINGS

12. At any General Meeting a Resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of a show of hands) demanded: -

- (a) By the chairperson; or
- (b) By one member present in person or by proxy.

VOTES OF MEMBERS

13. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person or by proxy shall have one vote, and on a poll every member shall have one vote, for each share of which he is the holder.

DIRECTORS

14. Until otherwise determined by Ordinary Resolution of the Company in General meeting the shall not be less than TWO (2) nor more than TWELVE (12).

15. The first Directors of the Company shall be appointed by the Subscribers to the Memorandum of Association of the company.

(16) The/....

PAGE EIGHT

16. The Director shall require no share qualification but nevertheless shall be entitled to attend and speak at any General Meeting of the Company.
17. The remuneration of the Directors shall from any time to time be determined by the Directors; remuneration shall be deemed to accrue from day to day.

POWERS AND DUTIES OF DIRECTORS

18. The Directors shall cause Minutes to be made in books provided for the purpose: of all appointments of officers made by the Directors;
- (a) of the names of the Directors present at each meeting of the Directors and of any committee of directors;
 - (b) of all resolutions and proceedings at all meetings of the Company, and of the Directors and committee of Directors.
- (a) The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place to profit with the Company or to his widow or dependents and may make contributions to any fund and pay Premiums for the purchase or provision of any such gratuity, pension or allowance.
19. (a) The Directors on behalf of the Company may pay any Director all his travelling, hotel and other expenses properly incurred by him in attending and returning from meetings; of the Directors or general meetings of the Company or in connection with the business of the Company.
20. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities with or without outright or as security for any debt, liability or obligation of the Company or for any third party.

DIRECTORS-CASUAL VACANCY

21. The Directors shall have power at any time to time, to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors, shall not at any time exceed the number fixed in accordance with these Regulations.

DIRECTORS - REMOVAL

22. The Company may by Ordinary Resolution, of which special notice has been given in accordance with Section 135 of the Act, remove any Director from office, notwithstanding anything in any agreement between the Company and such Director. Such removal shall be without prejudice any claim such Director may have for damages for breach of any contract of service between him and the Company.

(23) The/.....

PAGE NINE

23. The Company may by Ordinary Resolution appoint another person in place of a Director removed from office under the immediately preceding Regulation, and without prejudice to the powers of Directors under Regulation 21 of the Company in General Meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

RETIREMENT OF DIRECTORS

24. (a) At each Annual General Meeting of the Company all the Directors shall retire from office;
(b) All retiring Directors shall be eligible for re-election;

(c) The Company at the Meeting at which the Directors retire in a manner aforesaid shall fill the vacated office by electing a person thereto, and in default any retiring Director shall if offering himself for re-election be deemed to have been re-elected, unless at such Meeting it is expressly resolved not to do so or unless a Resolution for the re-election of such Director shall have been put to the Meeting and lost;

(d) No person other than a Director retiring at the Meeting shall be eligible for election to the office of Director at any General Meeting unless not less than THREE (3) nor more than TWENTY-ONE (21) days before the date appointed for the Meeting there shall have been left at the Registered Office of the Company notice in writing, signed by a member duly qualified to attend and vote at the Meeting for which such notice is given of his intention to propose such of his willingness to be elected.

SEAL

25. The Company may have a Seal and the Directors shall, if the Company has a Seal, provide for its safe custody.

Subject to provisions of Section 104 of the Act, the Seal shall only be used by the authority of the Directors or by a committee of the directors authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a director and shall be countersigned by the Secretary or by a second director or by some other person appointed by the Directors for that purpose.

INDEMNITY

26. No Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any Director or officer, or for joining in any receipt or other act for conformity or for the loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the directors, or on behalf of the Company, or for the insufficiency of any security in or upon which any monies of the Company shall be invested or lent, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any monies, securities or effects shall be deposited, or for any loss occasioned by any error of judgement or oversight on his part, or for any other loss, damage or misfortune whatever, which shall happen in the execution of the duties of his office, or in relation thereto, unless the same shall happen through his dishonesty.

We/.....

PAGE TEN

WE, the several persons whose names, addresses and description are subscribed are desirous of being formed into a company in pursuance of these Articles of Association.

Signature
Subscribers

Full names and business or residential
address and description of Subscribers,

Msebele

SINDISIWE MSEBELE
11 THOMSON ROAD
PADDONHURST
BULAWAYO
BUSINESSWOMAN

Jm
JONAH MUPARARI
1 BEECH CLOSE
SAUERSTOWN
BULAWAYO
CLERK

DATED AT BULAWAYO this 14TH day of MAY 2007

WITNESS to the above signatures

[Signature]

FULL NAME : SHELTON TSEMBANI MAROCHA

ADDRESS : 11 THOMSON ROAD, PADDONHURST
BULAWAYO

OCCUPATION : CHARTERED SECRETARY
