
SIMEZA SANGWA
&
ASSOCIATES
ADVOCATES

Our Ref.: SSA/JPS/2014

15th May 2014

Mrs Manuela Ventriglia
House Number 3779
Chalo Chesu Road
Itawa
NDOLA

Dear Madam

Zambezi Portland Cement Limited v Yourselves

We act for Zambezi Portland Cement Limited (our client), kindly therefore note our interest.

Our client advises that during the period April 2010 to November 2012, as directors of our client company, you were fully in charge of its affairs to the exclusion of all other directors. As a result you owed our client the following duties, inter alia:

- (a) a duty to act bona fide in the interests of our client; and
- (b) a duty to act for the proper purposes of our client in relation to its affairs.

As directors of our client company you were trustees of the assets of our client company and owed the obligations of trustees in respect of the assets of the company.

However during this period, you acted in breach of these duties and obligations in that:

- (a) between 26th September 2011 and 4th January 2013, you caused the company to transfer a total sum of US\$26,049,686.79 to Account Number 01-20140266-01 held at Standard Chartered Bank, 999 Al mankhool Road, Dubai, United Arab Emirates in favour of Fin Leasing Limited, for which our client has never received corresponding value.
- (b) between 2010 and 2012, you caused or procured the company to make payments totalling the sum of K10,917,949.80 as legal and professional fees without our client receiving value for the same.
- (c) between the period May 2010 and December 2012 you caused or procured our client to pay you and other officers of the company namely Daniele Ventriglia and Valerio Ventriglia, the sum of US\$ 5,370,539.49 in excess of what was rightfully due to you and them as salaries.

- (d) between the period 5th October 2011 and 3rd September 2012, you caused or procured our client to pay a total of ZAR585,912.53 to ENS Forensics (Pty) Limited of South Africa without our client receiving any value.
- (e) between the period May 2010 and December 2012, you caused or procured our client to release various materials valued in the sum of K1,539,589 which were used at Plot No. 748/Y20/Y17 Ndola.
- (f) between June 2012 and December 2012, you caused or procured our client to remit the total sum of €327,436 to Gambarotta Gschwendt Srl and the sum of €92,744 to Fonderia Gelly both of Italy for the supply of various spare parts, which have todate not been received by our client.
- (g) between the period May 2010 and November 2012, a total of 22,603 tonnes of cement worth US\$3,444,322 was produced by our client, but our client has never received the value of the said cement.
- (h) You caused or procured our client to write off the sum of K1,077,900.10 owed by A.B. Logistics Limited, without cause or benefit to our client.

By causing or procuring our client to make these transactions, you acted:

- (a) mala fide and against the interest of our client; and/ or
- (b) for improper purposes in relation to the affairs of our client; and/ or
- (c) in breach of trust and/ or in breach of your obligations as trustees in respect of the assets of our client.

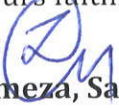
We therefore have instructions from our client to demand from you:

- (a) the refund of the sum of US\$26,049,686.79 paid to Fin Leasing Limited;
- (b) the refund of the sum of K10,917,949.80 for legal and professional fees.
- (c) the refund of the sum of US\$5,370,539.49 paid to you and Valerio and Daniele Ventriglia in excess of what was rightfully due to you and them as salaries.
- (d) the refund of the sum of ZAR585,912.53 paid to ENS Forensics (Pty) Limited of South Africa.
- (e) the refund of the sum of K1,539,589 being the value of materials used for the construction of Plot No. 748/Y20/Y17 Ndola.
- (f) the refund of the total sum of €327,436 to Gambarotta Gschwendt Srl for the supply of spare parts, which have never been received by our client.
- (g) The refund of the sum of €92,744 to Fonderia Gelly for spare parts, which have never been received by our client.
- (h) the refund of the sum of US\$3,444,322 being the value of cement produced by our client for which our client never received value.
- (i) refund of the sum of K1,077,900.10 owed by A.B. Logistics Limited.

Our instructions are to demand the payment of these amounts within seven days from date hereof, or receive proposals on how you intend to pay these amounts of money. If that does not happen, we have further instructions to commence legal proceedings against you.

For ease of reference we attach schedules showing how the amounts claimed were arrived at and documents supporting the said transactions.

Yours faithfully


Simeza, Sangwa & Associates

Enc.

SIMEZA SANGWA
&
ASSOCIATES
ADVOCATES

Our Ref.: SSA/JPS/2014

15th May 2014

Mr Claudio Ventriglia
House Number 3779
Chalo Chesu
Itawa
NDOLA

Dear Sir

Zambezi Portland Cement Limited v Yourselves

We act for Zambezi Portland Cement Limited (our client), kindly therefore note our interest.

Our client advises that during the period April 2010 to November 2012, as directors of our client company, you were fully in charge of its affairs to the exclusion of all other directors. As a result you owed our client the following duties, inter alia:

- (a) a duty to act bona fide in the interests of our client; and
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However during this period, you acted in breach of these duties and obligations in that:

- (a) between 26th September 2011 and 4th January 2013, you caused the company to transfer a total sum of US\$26,049,686.79 to Account Number 01-20140266-01 held at Standard Chartered Bank, 999 Al mankhool Road, Dubai, United Arab Emirates in favour of Fin Leasing Limited, for which our client has never received corresponding value.
- (b) between 2010 and 2012, you caused or procured the company to make payments totalling the sum of K10,917,949.80 as legal and professional fees without our client receiving value for the same.
- (c) between the period May 2010 and December 2012 you caused or procured our client to pay you and other officers of the company namely Daniele Ventriglia and Valerio Ventriglia, the sum of US\$ 5,370,539.49 in excess of what was rightfully due to you and them as salaries.

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Simeza, Sangwa & Associates

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15th May 2014

Mr Antonio Ventriglia
House Number 3779
Chalo Chesu Road
Itawa
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