

4. The 3rd Defendant is and/or was
- (i) the co-founder and a shareholder of the 1st Defendant,
 - (ii) the CEO of the 1st Defendant
 - (iii) a member of the Board of Directors of the 1st Defendant
 - (iv) a director of the 1st Defendant from 2001 to 17th September 2010,
 - (v) a person who has been involved in the management of the 1st Defendant
 - (vi) a member of the Board of Directors of the 1st Defendant
 - (vii) One of the key persons responsible for the management of the 1st Defendant for the purposes of fulfilling its duties under the Mutual Recognition Service Agreement

5. The 4th Defendant is and/or was

Board of Directors of the 1st Defendant

6. The 5th Defendant is and/or was

(i) A Director of the 1st Defendant from 2001 to 17th September 2010,

(iii) One of the key persons responsible for the management of the 1st Defendant for the purposes of fulfilling its

(iv) a [REDACTED]
("FQMOL").

7. The 6th Defendant

(i) a co-founder and Executive Director of [REDACTED]
1st [REDACTED] [REDACTED]

(ii) a Director of KHL from 17th [REDACTED] 2001 to [REDACTED] September 2013.

(i) [REDACTED]

(iv) [REDACTED]
purpose of fulfilling [REDACTED]

(v) a Director of FQMOL [REDACTED]

8. [REDACTED] and [REDACTED] [REDACTED]
income [REDACTED]
Chairman of [REDACTED] [REDACTED] [REDACTED] Co
Mine in [REDACTED] [REDACTED]

9. The 7th Defendant [REDACTED]
PLC [REDACTED] principal business as defined [REDACTED]
has [REDACTED]
and [REDACTED] of [REDACTED] within the [REDACTED] where [REDACTED] the original
Article [REDACTED]

10. The shareholders of the 7th Defendant are KHL and the Plaintiff which
[REDACTED]
Agreement dated 14th March 1997 between the 7th Defendant, KHL, and
the Plaintiff [REDACTED]

5th and 6th Defendants will provide strategic support and
man

(vi) through the position of Chief Executive Officer, Managing
Director,
Defendants

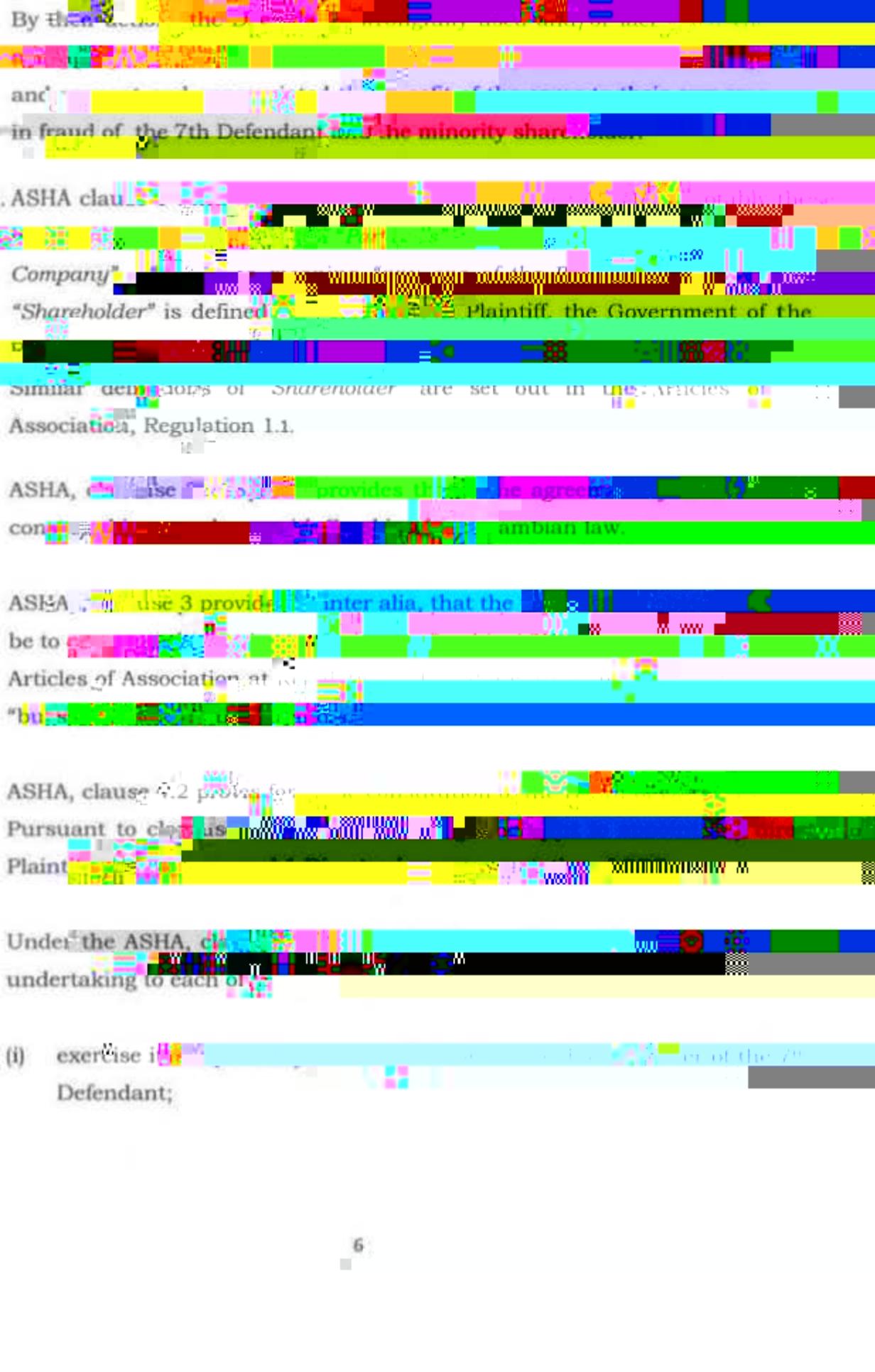
14. Between 2007 to 2014, the 7th Defendant advised the Plaintiff of
money to the 2nd Defendant's London account at Standard Chartered
The 2nd Defendant's London account at Standard Chartered
of US\$2.25 billion

15. None of the Defendants was
Board of the 7th Defendant.

16. While the 7th Defendant was a particularised representative of
accounts with reputable international financial institutions
meet the 7th Defendant's working capital requirements and
expenditure of the 7th Defendant, thereby justifying a return equivalent
to the London Interbank

17. While the Plaintiff became aware of the statements made by the
Defendants it was not until the Plaintiff was advised by the
to determine and so did not know that its rights had been infringed as
herein particularised.

18. The Plaintiff now knows, the statements referred to in paragraph 14
Defendants included the 7th Defendant's economic
to fund the corporate business and development of the Plaintiff



By then [redacted] the [redacted]

and [redacted]

in fraud of the 7th Defendant [redacted] the minority share [redacted]

ASHA clau [redacted]

Company [redacted]

"Shareholder" is defined [redacted] Plaintiff, the Government of the [redacted]

Similar definitions of Shareholder are set out in the Articles of Association, Regulation 1.1.

ASHA, clause 3 provides that the agreement [redacted]

con [redacted] ambian law.

ASHA, clause 3 provides inter alia, that the [redacted]

be to [redacted]

Articles of Association at [redacted]

"but [redacted]

ASHA, clause 4.2 provides for [redacted]

Pursuant to clause 4.2 [redacted]

Plaintiff [redacted]

Under the ASHA, clause 4.2 provides for an [redacted]

undertaking to each of [redacted]

(i) exercise its [redacted] of the 7th [redacted]

Defendant;

6

with the

28. The Plaintiff avers that

11.5 and

(i) KHI to promote their own best interests of the Defendant;

(ii) the price and other terms of the determination of the relationship between the Plaintiff and

(iii) KHI and/or its Directors had a direct or indirect personal interest in the

29. Articles of Association Regulation 21 contains provisions of ASHA, clause of Association is a way similar to the de ASHA refers to

30. The Plaintiff avers that Shareholders of the Company in respect of each Year shall be paid as dividends twice annually, say profits necessary for the better conduct of working necessary to the Company to be made under

31. The Plaintiff avers that the implied term of the ASHA that the Shareholders would act in good faith with each other in relation to the same. The same is to be implied in order to

affers and it provides that the Parties to the MSA shall be bound by the provisions of ASHA Cause 11, which shall apply to the MSA.

40. From March 2007 through to December 2012 the 7th Defendant paid sums of money to the Standard Chartered Bank, which were

nominated Director

Defendant pro

to be used to

major capital work

42. The nature of

(a) by the 1st Defendant expressly by

Defendant (iii) u

Directors wit

to be used to

(b)

Board

arrangement in order to ensure that the 7th Defendant

the 7th Defendant to meet its

other

43. The account to which the Monies were credited

aforsaid by the 3rd, 4th and 6th Defendant

Defendant and/or the 2nd Defendant and/or KHL to

and to the Plaintiff as a deposit account.

(xiii)

part of the funds in a 12 month deposit
account

2nd

the re

2019 and/o

(i)

Defendant was a c

access to

and other expenditures of t

(iii) an interest charge of LIBOR was justified

on overnight deposits or similar;

obtaining

49. The Plaintiff

Defendant Re

repr

reserves in order to meet its future obligations including taxatio

pa

million a

general working capital of 1

US

Defendant

represented that:

(i)

7th Defendant co-

ordinated the 7th Defendant's relationship with its shareholders

the 7th Defendant to the 7th Defendant's earnings and

possible for

(ii)

the 7th Defendant's financial

condition reserves and other financial resources since the 1st

is

(iii)

in accordance with the 7th Defendant's articles and articles

sufficient to enable the 7th Defendant to meet its obligations

Defendant to the 7th Defendant's commitments a

su

(iv)

7th Defendant's financial condition

est

51 For letter

of the 7th Defendant to the 7th Defendant's financial condition

the following presents

(i)

the 7th Defendant's exclusive capital

funded 1st

construction of the 7th Defendant's projects it would seriously affect the

Company; and

(ii)

as the 7th Defendant's financial condition

approximately US\$ 2 billion. These funds, together

loan facility underpinned the 7th Defendant's financial condition

KM

59. The Plaintiff Defendant, the distinct Defendant, was the controlling mind of 2nd Defendant and KHL, and controlled the management of the 7th Defendant.

(i) through its ownership of the 1st Defendant;

(ii) through the 1st Defendant's ownership of the 7th Defendant;

(iii) through the 1st Defendant's ownership of the 7th Defendant;

(iv) through the 1st Defendant's ownership of the 7th Defendant;

(v) through ASH, in particular, Claret, a subsidiary of ASH;

(vi) through the terms of the 1st Defendant's provision of services of the 7th Defendant under Schedule 2.

60. Further or alternatively, the 3rd, 5th and 6th Defendants were all material contributors of the 7th Defendant's material losses. The 7th Defendant was at all material times controlled by the 1st Defendant.

and [REDACTED] subsidiaries in [REDACTED] or their [REDACTED] were [REDACTED] taken for [REDACTED] Defendant, the 2nd Defendant [REDACTED].

61. [REDACTED] Defendant nominated by KHL as a proxy of KHL at meetings [REDACTED] members of the 7th Defendant and as such his knowledge is a [REDACTED] to KHL [REDACTED] through KH [REDACTED].

62. By reason of its [REDACTED] management and its Board, and in particular by [REDACTED] the 1st Defe [REDACTED].

63. By reason of [REDACTED] hold the [REDACTED] when rec [REDACTED] and did not [REDACTED].

By [REDACTED] Limited [REDACTED] as the Effective Shareholder [REDACTED] Defendant for [REDACTED] (a [REDACTED] laws of [REDACTED] advan [REDACTED].

65. By reason [REDACTED] Association of the 7th Defendant [REDACTED] by the 7th Defendant [REDACTED] knew or is deemed [REDACTED] requirements of S [REDACTED] Income [REDACTED] Act [REDACTED].

66. The Defendant, the 4th Defendant and the 6th Defendant, Directors of the 7th Defendant, were
67. Further or alternatively, the 2nd, 5th and 6th Defendant Executives for the purposes of the MS owed fiduciary duties to the Defendant
68. Further or alternatively, the Defendant and the Defendant Director of the 7th Defendant, 7th Defendant
69. In addition to the duties of the Defendant, the Defendant and the 5th Defendant included, inter alia:
- a duty to act in the best interests of the Defendant, without exclusion of the Defendant or a third party;
 - a duty to act in good faith;
 - a duty to refrain from its/ his position as a Director of the 7th Defendant;
 - a duty to place the Defendant's best interests first and its/ his own and interest conflicts;
 - a duty to provide full and accurate information to the Defendant, approves and/or to disclose the Defendant's interests to the Defendant aware.

74. Further or alternatively, the Defendant, the 1st Defendant, the Director, advised financial institutions engaging in D.R. order that they would working capital requirements and on that that t. Defendant and its related particularised instances paragraphs 95 and 96 hereof

75. By of such false representations aforesaid, the 1st Defendant concealed from the rights and remedies available to the Defendant, which are not

76. Further or alternatively, Monies were the most favourable return on their use and rate of interest and/or fill being in

77. Monies were paid out in accordance with normal course

78. Defendant did not act in good faith.

79. Further or alternatively, Defendant did not provide the management prof

Company's resolution of the Board of the 7th Defendant.

(iii) In breach of ASHA, Section 11.1 and Articles of Association of the 7th Defendant, the 7th Defendant and/or its nominated Directors on the Board of the 7th Defendant caused or permitted the 7th Defendant to take any action which would have the effect of shortening any, among, the 2nd Defendant's term of office not on an arm's length terms in that:

(a) in the period of time for the transaction, there were any negotiations between the 7th Defendant and the 2nd Defendant in relation to the interests provided were those of the 2nd Defendant, 7th Defendant,

(b) while the 2nd Defendant's Director, the 7th Defendant have any financial interest at LIBOR, the 7th Defendant pay LIBOR return on the 7th Defendant's advance, what they failed to disclose that the Monies were used by the FQM Group, company for which there has been a loss. The Plaintiff drew the 7th Defendant's FQM Group money which could be used for the 7th Defendant and other acquisition and/or other purposes. Monies were used for the 7th Defendant's return and/or investment opportunities that the 7th Defendant's part in the 7th Defendant's give the 7th Defendant's in fact put;

(c) the 7th Defendant's determined by the 7th Defendant's FQM Group and

performance of its own assets by its Directors and/or its nominated members on the Board of the Defendant and in particular its failure to disclose to the Board of the Defendant materially false and misleading information to the Defendant.

(vi) The nature of the advice made by the 7th Defendant to the 2nd Defendant in relation to the opening of a deposit account with the 1st Defendant for its own purposes, and the 2nd Defendant's failure to disclose to the 1st Defendant the nature of the advice made by the 7th Defendant to the 2nd Defendant.

(vii) The 1st Defendant's failure to disclose to the 2nd Defendant the interest in the 1st Defendant's assets which was available given the need to disclose such information to the 2nd Defendant in order to enable the 2nd Defendant to exercise its powers as a Director of the 1st Defendant. The 1st Defendant's failure to disclose to the 2nd Defendant the interest in the 1st Defendant's assets which was available given the need to disclose such information to the 2nd Defendant in order to enable the 2nd Defendant to exercise its powers as a Director of the 1st Defendant.

(viii) In further breach of its fiduciary duties, the 1st Defendant failed to disclose to the 2nd Defendant such concealment and/or false information as to the 1st Defendant's assets as Directors and/or its nominated Directors of the 1st Defendant were aware of at the time of the 1st Defendant's failure to disclose to the 2nd Defendant the remedies available to the 2nd Defendant and/or the claimant therefor.

KHL failed to procure that any Director of the 1st Defendant exercised his powers as a Director of the 1st Defendant in accordance with the provisions of the 1st Defendant's Memorandum and Articles of Association.

Associati...
Defendant were...
pursued.

90. Each of the...
Defendant in decei... par... in... graph... to 96.

PARAGRAPHS OF I...

91. The... and... 1st, 2nd, 5th and 6th
Defen... 'represente... or caused...
to the Board of the 7th...
shareh...

- (i) ... Monies were held... a deposi...
Defen...
- (ii) that the...
financ...
- (iii) that th...
order to meet the 7th...
- (iv) to...
achievable return' available... and the... lies.

92. The said... public...
and the Plaintiff with the intent...
the...
p...

93. In fact...
2nd, 3rd, 4th, 5th and 6th...

100. In [REDACTED] the 1st Defendant, the 2nd Defendant, the 3rd Defendant, the 4th Defendant, the 5th Defendant and the 6th Defendant, each of them, with the intent to defraud, and for the purpose or retention of the same or either of them, the 1st Defendant, the 2nd Defendant, the 3rd Defendant, the 4th Defendant, the 5th Defendant and the 6th Defendant, by the [REDACTED] the 1st Defendant, the 2nd Defendant, the 3rd Defendant, the 4th Defendant, the 5th Defendant and the 6th Defendant, [REDACTED]

101. Further or alternatively, the 1st Defendant, the 2nd Defendant, the 3rd Defendant, the 4th Defendant, the 5th Defendant and the 6th Defendant, made and/or caused to be made, and the 7th Defendant, caused to be made, representations to the 1st Defendant, the 2nd Defendant, the 3rd Defendant, the 4th Defendant, the 5th Defendant and the 6th Defendant, and to the minority shareholder with the intent to defraud, and for the purpose or retention of the same or either of them, the 1st Defendant, the 2nd Defendant, the 3rd Defendant, the 4th Defendant, the 5th Defendant and the 6th Defendant, [REDACTED]

- (i) the 7th Defendant's Monies were deposited with the 1st Defendant, the 2nd Defendant, the 3rd Defendant, the 4th Defendant, the 5th Defendant and the 6th Defendant;
- (ii) the Monies were deposited with the 1st Defendant, the 2nd Defendant, the 3rd Defendant, the 4th Defendant, the 5th Defendant and the 6th Defendant;
- (iii) the Monies were retained by the 1st Defendant, the 2nd Defendant, the 3rd Defendant, the 4th Defendant, the 5th Defendant and the 6th Defendant, to meet the 1st Defendant, the 2nd Defendant, the 3rd Defendant, the 4th Defendant, the 5th Defendant and the 6th Defendant's [REDACTED];
- (iv) an interest rate charge of 30-day LIBOR was the best rate available to the 1st Defendant, the 2nd Defendant, the 3rd Defendant, the 4th Defendant, the 5th Defendant and the 6th Defendant.

The said [REDACTED] the 1st Defendant, the 2nd Defendant, the 3rd Defendant, the 4th Defendant, the 5th Defendant and the 6th Defendant, failed to disclose such statements with the intent to defraud, and for the purpose or retention of the same or either of them, the 1st Defendant, the 2nd Defendant, the 3rd Defendant, the 4th Defendant, the 5th Defendant and the 6th Defendant, [REDACTED] the said [REDACTED] the 1st Defendant, the 2nd Defendant, the 3rd Defendant, the 4th Defendant, the 5th Defendant and the 6th Defendant, to pursue the remedies available to each of them.

102. It was not until [REDACTED] the 1st Defendant, the 2nd Defendant, the 3rd Defendant, the 4th Defendant, the 5th Defendant and the 6th Defendant, were informed, determining that the [REDACTED] the 1st Defendant, the 2nd Defendant, the 3rd Defendant, the 4th Defendant, the 5th Defendant and the 6th Defendant, fraudulent. Prior to that time, the 1st Defendant, the 2nd Defendant, the 3rd Defendant, the 4th Defendant, the 5th Defendant and the 6th Defendant, [REDACTED]

109. The

facts:

the transfers from (a) the 7th Defendant to [REDACTED] from the 1st Defendant to Entities within the FQM Group made and maintained in [REDACTED] partici

(1)

The 3rd Defendant as Director of the 7th Defendant Board of Directors and Chief Executive Officer and Key FQM Executive

(2)

The 4th Defendant as Chief Executive Officer and Managing Director of the [REDACTED]

(3)

The 5th Defendant as Director of KHL President of the 1st Defendant [REDACTED]

(4)

The 6th Defendant as Director of the 1st Defendant [REDACTED]

(5)

The 2nd Defendant as [REDACTED] since limited, the [REDACTED] of KHL [REDACTED] Section 205 and recipient of the monies from the [REDACTED] Defendant and disbursed [REDACTED] the Monies within the FQM Group. The Plaintiff will need [REDACTED] of Claim up [REDACTED] Directors of the 2nd Defendant.

120. Further or alternatively, the 2nd Defendant as the initial recipient of the Monies and [REDACTED] own [REDACTED] hands of members of [REDACTED] M Group in direction is liable to account to the 7th Defendant for those Monies and [REDACTED]

121. Accordingly, as hereinbefore alleged, the 1st Defendant and/or the 2nd Defendant are liable to account for [REDACTED]

122. By reason of the matters aforesaid the 1st Defendant and the 2nd Defendant are liable to the 7th Plaintiff for money had and received to the use of the 7th Defendant.

123. In the [REDACTED] and 2nd Defendant to [REDACTED] for the use of Monies during the period [REDACTED] and applied to the use of [REDACTED]

[REDACTED] the 7th Defendant and ZCCM-Inf are entitled to trace into the assets purchased and/or the assets upon which [REDACTED] their money was expended and/or the proceeds thereof held by the 1st and/or the 2nd Defendant and/or its related companies. Neither the 7th Defendant nor ZCCM-Inf [REDACTED] were put and the assets which were purchased and/or the assets upon which [REDACTED] the 7th Defendant's Money [REDACTED] it is given Pursuant to [REDACTED] Information and/or [REDACTED] disclosure of documents

125. For the reasons stated, the Defendants are liable to the Plaintiff for the misstatements to the 7th Defendant [REDACTED] for the Plaintiff [REDACTED] paragraphs 126 to 128

126. The 1st and 2nd

Defendant's its ac[redacted] of [redacted]
Plaintiff as minority shareholder of [redacted]

(i) [redacted] were held on [redacted] at account [redacted]

(ii) the [redacted]

(iii) the Monies were obtained on [redacted] in order that [redacted] were readily available to meet working capital requirements and other [redacted]

(iv) in [redacted] circumstances an interest [redacted] justified [redacted]

(v) such interest rate return was the [redacted] that [redacted]

127. The 3rd [redacted] with Defendant [redacted] such advice on their own behalf and/or the 1st and/or the 2nd [redacted] both of the 7th [redacted]

128. [redacted] Defendant and the Plaintiff [redacted] action to enforce the [redacted] the 7th Defendant and (and/or) [redacted] the remedies of the 7th Defendant [redacted]

129. In fact as aforesaid each of us [redacted] untrue [redacted]

131. Such loss is caused by the following:
- (i) Defendant's failure to provide for the use of the Plaintiff's monies given to Defendant for the purpose of the claim against either the Plaintiff or Defendant is a cause of loss of further information and/or damage to the Plaintiff and/or Defendant's Monies. The Plaintiff's information have been refused.
 - (ii) Defendant's failure to provide for the use of the Plaintiff's monies given to Defendant for the purpose of the claim against either the Plaintiff or Defendant is a cause of loss of further information and/or damage to the Plaintiff and/or Defendant's Monies. The Plaintiff's information have been refused.
 - (iii) Alternatively, a proper assessment of the loss for the Plaintiff's Monies. The Plaintiff's information have been refused.
 - (iv) Further, Defendant's failure to provide for the use of the Plaintiff's monies given to Defendant for the purpose of the claim against either the Plaintiff or Defendant is a cause of loss of further information and/or damage to the Plaintiff and/or Defendant's Monies. The Plaintiff's information have been refused.

the 2nd Defendant in the sum of USD of the [redacted] relation to the sum of US\$ [redacted] arm's length and should have been LIBOR plus [redacted]

- (v) Further, in view of said [redacted] On [redacted] small thank [redacted]

AND THE PLAINTIFF CLAIMS:

1. A Declaration that [redacted] claim against each of the 1st to [redacted] the claim [redacted] 3rd Defendant [redacted]
2. Money had already received by the 2nd Defendant [redacted] Defendant and money received by the 2nd Defendant [redacted] 7th Defendant [redacted] to its own use.
3. An Affidavit of all [redacted] the 1st and /or the 2nd Defendant or their relatives [redacted] in which the 1st and /or the 2nd Defendant and [redacted] said [redacted]
4. A declaration that [redacted] the 2nd Defendant [redacted] each of them hold on constructive trust for [redacted] account for all [redacted] possess [redacted] required [redacted]
5. All necessary accounts and inquiries to enable the 2nd Defendant to trace and recover [redacted] referred to in [redacted]
6. Orders for the delivery of [redacted] assets referred to in [redacted] above.

