



PRIVATE & CONFIDENTIAL

**TATI TERRITORY EXPLORATION COMPANY (PTY) LIMITED CO NO.:
206 (Botswana)**

Draft 1: 11/04/03: Draft 2: 28/07/2003

1963 [Annual Report of the Geological Survey Department](#)
The gold and silver were produced in the Tati Concession where the mineral rights are owned by the Tati Company Limited.

7 Apr. 1964 [Articles of Association for Tati Territory Exploration](#)
3.The Company is a **Private Company**, and accordingly: -
(i) The right to transfer shares is restricted in the manner hereinafter prescribed.
(ii) The number of Members of the Company (exclusive of person who are in the employment of the Company and of person who, having been 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 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.
(iii) **Any invitation to the public to subscribe for any Shares or Debentures of the Company is prohibited.**
4.The Directors may in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any Share, whether or not it is a fully paid Share.
9.Unless and until the Company in General Meeting shall otherwise determine the number of Directors shall be two. The first directors of the Company shall be **BERNARD GLAZER** and **BENJAMIN STRUCK**.

Subscribers:

Peter David Guinsberg Articled Clerk
Samuel Julius Sher Articled Clerk

[Memorandum of Association for Tati Territory Exploration](#)

(a)(i) To acquire by purchase, concession, lease, pegging exclusive prospecting licence, or otherwise, any rights of any nature or kind to prospect and mine for precious or base minerals and metals, oil, or precious stones, and for that purpose to acquire rights in and to lands farms houses, mines,...
(d) To carry on business as capitalists, financiers, company promoters, concessionaires, licensees, and merchants, and to undertake, and carry on, and execute all kinds of financial, commercial, trading and other operations.

Subscribers:

Peter David Guinsberg 1 Share
Samuel Julius Sher 1 Share

10 Apr. 1964	<u>Solemn Declaration</u> I, the undersigned DENNIS REX KELLY , do hereby solemnly declare: That I have been engaged in the formation of the Company known as TATI TERRITORY EXPLORATION COMPANY (PTY) LTD.
14 Apr. 1964	<u>Notice of situation of Registered Office</u> Corner Second Street and Second Avenue, Francistown, Bechuanaland Protectorate <u>Certificate of Incorporation for Tati Territory Exploration Company</u>
17 Aug. 1964	Notarial Prospecting Contract between Tati Company Limited and Tati Territory Exploration Company Limited.
<u>Title Deed:</u>	129
<u>Mineral Rights:</u>	Freehold Grant No.88 in favour of TATI CONCESSIONS LIMITED
<u>Agreement:</u>	The OWNER (Tati Company) hereby gives and grants to the EXPLORTION COMPANY (T.T.E) for the period and upon the terms and conditions hereinafter mentioned, the sole and exclusive right to prospect and search for all minerals, including precious stones, precious or base metals or minerals, or any other minerals , in or under an area of approximately 1000 square miles being portion of the Tati District, which area shall be defined and selected in accordance with certain provisions.
	7. (c) ...in the event of the EXPLORATION COMPANY'S rights being ceded or transferred to the MINING COMPANY, such MINING COMPANY shall assume the EXPLORATION COMPANY'S obligation to pay royalty to the OWNER as above provided for.
	In the event of any such MINING COMPANY being formed, then the OWNER shall be entitled on the formation and registration of such MINING COMPANY: -
	9. (a) To subscribe and/or find subscribers on the same terms as the EXPLORATION COMPANY or its associated companies, for 30 % of the "Initial Working Capital" of such MINING COMPANY;
	(b) To require that the EXPLORATION COMPANY shall procure that the OWNER shall be entitled to join in any Underwriting Agreement to the extent of 30 % of the said "Initial Working Capital" of such MINING COMPANY;
	(c) Subject to its being clearly understood and agreed that it shall be in the sole and absolute discretion of the EXPLORATION COMPANY whether or not a "Net Vendor Consideration" shall be payable by the MINING COMPANY to the EXPLORATION COMPANY to receive from the EXPLORATION COMPANY 20 % of the "Net Vendor Consideration" received by the EXPLORATION COMPANY therefore from such MINING COMPANY in terms of any Vendor Agreement.
<u>ANGLO:</u>	10. In the event of there being a "Net Vendor Consideration", such expression shall mean the balance of the purchase consideration, whether in cash or shares, as the case may be, received by the EXPLORATION COMPANY from any MINING COMPANY for the rights held by the EXPLORATION COMPANY hereunder and/or for its rights to the respective minerals and the said Ancillary Rights to be mined and exploited by the MINING COMPANY after deducting from such consideration and making allowance for:-
	(a) All costs and expenses incurred by the EXPLORATION COMPANY in acquiring, securing and maintaining its rights hereunder, including the consideration payable to the OWNER, and/or the mineral rights acquired pursuant hereto which are taken over or are to be taken over by any such MINING COMPANY, including all legal costs, survey costs, stamp, transfer and other duty incurred in respect thereof;

- (b) All costs incurred by the EXPLORATION COMPANY, or anyone on its behalf, in carrying out any prospecting, drilling or other operations on or in respect of the said Area or any portions thereof, towards which the EXPLORATION COMPANY shall have contributed and which are refundable by any such MINING COMPANY.
- (c) Any other expenditure directly or indirectly incurred by the EXPLORATION COMPANY in connection with this Agreement or its rights hereunder and/or in providing the same and/or in carrying out the provisions of this Agreement, which in the opinion of the Auditors of the EXPLORATION COMPANY it would be reasonable to deduct.

A Certificate by the Auditors of the EXPLORATION COMPANY giving the amount of such "Net Vendor Consideration" shall be final and binding upon the parties hereto.

1964	<u>Annual Report of the Geological Survey Department</u> In the Tati Concession an antimony occurrence in the Signal Hill area, about 25 miles southeast of Francistown, has been investigated but the mineral rights in the Tati Concession are privately owned and no details of the result of this work have been released.
14 Oct. 1965	<u>Annual Return for Tati Territory Exploration</u> <u>Directors:</u> Bernard Glazer Benjamin Struck <u>Auditors:</u> Kessel, Feinstein, Torch & Co. <u>Secretaries:</u> Pillar Trust Limited Second Floor, Annan House, 86 Commissioner Street, Johannesburg
23 Sept. 1965	<u>Special Resolution of Tati Territory Exploration Company</u> <u>It was resolved that:</u> <ol style="list-style-type: none"> 1. The 200 shares of the nominal value of R1.00 each in the capital of the Company be and are hereby converted into: <ul style="list-style-type: none"> 100 "A" Shares 80 "B" Shares 20 "C" Shares 6.(a) It is recorded that the shareholders of the Company are presently or will shortly be GLASCO COMPANY (PTY) LTD., BALMS PROSPECTING COMPANY AND H. & P. (PTY) LTD.
	<div style="border: 1px solid black; padding: 5px; text-align: center;"> Tati Territory Exploration Company </div> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="border: 1px solid black; padding: 5px; width: 30%;"> Atlas Mining Company Ltd. – Holding Company – B.G </div> <div style="border: 1px solid black; padding: 5px; width: 30%;"> Benstruck Investments Holding Company B.Struck </div> <div style="border: 1px solid black; padding: 5px; width: 30%;"> H. & P. (Pty) Ltd. 20 C Shares Jan Hurter Pieter van Wyk de Vries </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="border: 1px solid black; padding: 5px; width: 30%;"> Glasco Company (Pty) Ltd. 100 A Shares B.G </div> <div style="border: 1px solid black; padding: 5px; width: 30%;"> Balms Prospecting Company 80 B Shares B. Struck </div> </div>

23 Sept. 1965	<u>Return of Allotments</u> Glasco Company (Pty) Ltd. 99 "A" Shares Balms Prospecting Company (Pty) Ltd. 79 "B" Shares H. & P. (Pty) Ltd. 20 "C" Shares
7 Dec. 1966	All base metals or minerals in or under Mineral Area 2-NQ Ceded to Tati Territory Exploration Company Limited by Notarial Deed of Mineral Rights No. 150. All base metals or minerals in or under Mineral Area 1-NQ Ceded to Tati Territory Exploration Company Limited by Notarial Deed of Mineral Rights No. 149. All base metals or minerals in or under Mineral Area 3-NQ Ceded to Tati Territory Exploration Company Limited by Notarial Deed of Mineral Rights No. 151(a).
30 Dec. 1966	<u>Annual Return for Tati Territory Exploration</u> <u>Directors:</u> Bernard Glazer Auditors: Benjamin Struck <u>Secretaries:</u> Kessel, Feinstein, Torch & Co. Second Floor, Annan House, 86 Commissioner Street, Johannesburg
12 Apr. 1967	All base metals or minerals in or under Mineral Area 4-NQ Ceded to Tati Territory Exploration Company by Notarial Deed of Cession of Mineral Rights No. 153. Geo. Survey: Continued copper/nickel investigations by T.T.E.
29 Dec. 1967	<u>Annual Return for Tati Territory Exploration</u> <u>Directors:</u> Bernard Glazer Auditors: Benjamin Struck <u>Secretaries:</u> Kessel, Feinstein, Torch & Co. Second Floor, Annan House, 86 Commissioner Street, Johannesburg
31 Dec. 1968	<u>Annual Return for Tati Territory Exploration</u> <u>Directors:</u> Bernard Glazer Auditors: Benjamin Struck <u>Secretaries:</u> Kessel, Feinstein, Torch & Co. Second Floor, Annan House, 86 Commissioner Street, Johannesburg
1968	<u>Annual Report for the Geological Survey Department</u> As mentioned in the 1967 Annual Report, the possibility, <u>particularly of base mineral mining commencing in Botswana on a major scale</u> , depends on the provision by Government of the infrastructural requirements of power, water and communications systems. In December 1967, <u>Sir Alexander Gibb and Partners</u> were appointed consultants by the International Bank for Reconstruction and Development and this company carried out the necessary feasibility studies during 1968, following which a report was submitted to the Botswana Government and the World Bank . S.W. Morel carried out a regional evaluation programme of the mineral

potential of the southern half of the privately owned mineral right area of the Tati Concession. The programme was designed both to study earlier information available regarding known mineral occurrences in the area and also to evaluate the overall results of prospecting programmes currently in force. In view of the ownership of mineral rights position the results of this survey have to be regarded as confidential at the present time.

9 Aug. 1969 **Notarial Cession of Mineral Rights: Mineral Area 6-NQ**
By Tati Company Limited in favour of Tati Territory Exploration Company
Mineral Rights: 7/69

18 Aug. 1969 **Notarial Deed of Cession of Mineral Rights: Mineral Area 7-NQ**
By Tati Company Limited in favour of Tati Territory Exploration Company
Mineral Rights: 8/69
Notarial Deed of Cession of Mineral Rights 8/69
Notarial Deed of Cession of Mineral Rights 7/69

17 Dec. 1969 **Notarial Deed of Cession of Mineral Rights: Mineral Area 5-NQ**
By Tati Company Limited in favour of Tati Territory Exploration Company
Mineral Rights: 16/69

1969/1970 Annual Report of the Geological Survey Department
Sedge Botswana (Pty) Ltd., commenced regional exploration of the Tati Concession **after negotiations with the private mineral rights holders.**
A regional airborne EM survey was carried out, followed-up by ground geophysics and some geochemistry.
As far as their condition allowed, the old gold workings were investigated and antimony and kyanite deposits examined. **By agreement, De Beers began an exploration programme for diamonds in the Tati Concession.**

30 Dec. 1969 Annual Return for Tati Territory Exploration
Directors:
Bernard Glazer
Benjamin Struck
Auditors:
Kessel, Feinstein, Torch & Co.
Secretaries:
Pillar Trust Limited
Second Floor, Annan House, 86 Commissioner Street, Johannesburg

17 Jun. 1970 **Notarial Deed of Cession of Mineral Rights: Mineral Area 12-NQ**
By Tati Company Limited in favour of Tati Territory Exploration Company
Mineral Rights: 6/70

17 Jul. 1970 **Notarial Deed of Cession of Mineral Rights: Mineral Area 8-NQ**
By Tati Company Limited in favour of Tati Territory Exploration Company
Mineral Rights: 8/70
Notarial Cession of Mineral Rights 8/70
Notarial Deed of Cession of Mineral Rights: Mineral Area 9-NQ
By Tati Company Limited in favour of Tati Territory Exploration Company

23 July 1970

Benjamin Struck: Court action against Bernard Glazer
Application against B.G to pay R979 620 to T.T.E (monies received from Anglo-American)

Background:

"My business association with Mr. Struck started in 1964 when we decided to exploit in partnership, portion of the mineral rights of the Tati Company Limited (TATI), I (B.G) **controlled Tati, which owned all the mineral rights in the Tati District of Botswana** and entered into an agreement with Mr. Struck to **prospect approximately one-half of these mineral rights in partnership with him.** Although I had more shares in T.T.E than Mr. Struck, and although the Mineral Rights to be exploited were owned by Tati, which was controlled by me, the actual prospecting operations were entrusted to Mr. Struck. T.T.E passed a Special Resolution on the 4th November 1964 conferring such powers on Mr. Struck. Mineral Rights over 12 areas were acquired by Mr. Struck for T.T.E. In the case of Mr. Struck's half, he would provide a banker's guarantee payable to T.T.E against registration of the transfer of the mineral rights. My half was paid by charging the amount to a loan which one of my companies had with Tati. I do not know who provided the funds for the establishment of the guarantees for Mr. Struck."

Disagreement:

"Mr. Struck's refusal to sign the balance sheets had serious consequences as far as T.T.E was concerned, because it meant that it was unable to render proper income tax returns. Through out the period of our association I frequently complained that he was not treating me as a partner and that he was abusing the powers which had been conferred on him under the resolution of the 4th November 1964."

Enter Anglo:

"Because of these difficulties it was a matter of some relief to me when approaches were made to Mr. Struck and myself by various mining houses to allow them to exploit the mineral rights which had been acquired by T.T.E under the Prospecting Contract with Tati. After prolonged negotiations we were eventually **able to agree that Anglo American would be given the option to exploit these rights.** The terms of the contract with Anglo American were negotiated with Anglo American by Mr. Struck and myself, with the assistance of our professional advisors. One of the results of this contract will be that if Anglo American decides to exercise the main option granted to it in terms of this contract, the partnership between Mr. Struck and myself in relation to T.T.E will for practical purposes come to an end and T.T.E will become a shell. In terms of the contract with Anglo American it acquired an option to purchase the mineral areas, which had been acquired by T.T.E from Tati, and as part of the consideration for this option, Anglo American undertook to make an interest-free loan to T.T.E. of the amount of Mr. Struck's and my loan account in T.T.E. It is not necessary to set out the full terms of the **complicated agreement** which we entered into with Anglo American save to state that one of its provisions was that Anglo American would advance T.T.E 'by way of an interest-free loan, an amount equal to the cost to your company of prospecting and acquisition of mineral rights to date; this amount which would, however, not exceed R900 000, would be used to repay loans made by existing shareholders'.

Structure:

"I was advised that our partnership should be conducted through the medium of a Botswana Company in which I would hold shares, and that my shares should be held through a wholly owned intermediate Company. T.T.E was ultimately formed as a vehicle through which our partnership was to be conducted. I held

my shares in T.T.E through **Glasco Company**, which was a wholly owned subsidiary of **Atlas Mining Corp. Ltd.** Atlas was and is a company in which I am the beneficial owner of all the shares. Mr. Struck held his shares through **Balms**, which is a wholly owned subsidiary of **Benstruck Investments**. It appears from Mr. Struck's affidavit that he is the beneficial owner of all the shares in **Benstruck**. When we formed T.T.E we decided to allow Pieter van Wyk de Vries and **Dr. Johannes Albertus Hurter** to hold an interest in the capital of the Company. Reconstruction of the capital took place on the 23 September 1965 so that there were 100 A shares, which were owned by me through Atlas and Glasco, 80 B shares which were owned by Mr. Struck through Balms and Benstruck and 20 C shares which were owned by De Vries and Hurter through a company known as H. & P. (Pty) Limited. Only the A and B shares held voting rights.

Parties:

Mr. Kane-Berman, Legal representative for Mr. Struck
Mr. Maasdorp of Cliffe, Dekker & Todd – Legal representatives Anglo American
Mr. Able Gower – Anglo American
Mr. Rangecroft & Mr. Feinstein – Pillar Trust, secretaries for T.T.E
Dr. Dunne – Geologist for T.T.E
Dr. Bosozza – Geologist for T.T.E
Mutual Pacific Investment Limited – Mr. Ronald V. Markham: Dealings with Struck for T.T.E.
Asam Minerals (Pty) Ltd. - carried out diamond prospecting for T.T.E – Mr. Baxter-Brown
Sedge Limited – Subsidiary of Anglo-American

29 April 1977: Correspondence from Department of Income Tax Botswana

Private Bag 13, Gabarones, Botswana

Sale of Company:

"I understand that negotiations are taking place for the sale of the Company to another mining company operating in Botswana. Please forward a copy of the sale agreement when this has been concluded. Please confirm that none of the Companies shares, assets or liabilities have been sold or otherwise disposed of since 30th June 1969 to date."

25 Feb. 1970

Memorandum of Agreement

Between The Government of the Republic of Botswana

Represented by the President of the Republic of Botswana

HIS EXCELLENCY SIR SERETSE M. KHAMA, K.B.E

AND

TATI COMPANY LIMITED (Rep. by B Glazer)

AND

THE BECHUANALAND EXPLORATION COMPANY LIMITED (Rep. by B Glazer)

14. The Property sold (as the case may be) subject to;

(a) the provisions of the Tati Concessions Land Proclamation, Chapter 112 (Proclamation, Chapter 112 (Proclamation 2 of 1911) of the Laws of Botswana. Save as aforesaid the property shall vest in the Government free of encumbrance Or conditions or reservations of title imposed by Tati or B. E Company. Nothing herein contained shall entitle the Government to receive better title to the Property or any portion thereof than Tati and/or B. E Company.

16. (a) All precious and base minerals and their ores, coal, limestones, precious

stones, mineral oils and, without prejudice to the generality of the foregoing words, all other minerals whatsoever upon or under the Property belong to and are reserved by TATI. TATI shall have the right by itself or its assigns at all times to enter the Property or any portion or part thereof for the purpose of inspection, survey, prospecting or mining.

(b) On the conveyance to the GOVERNMENT of any piece of the Property, the GOVERNMENT shall free of cost issue to TATI a Certificate of Rights to all Minerals in respect of each such piece of the Property, and each such Certificate shall be made subject to the same rights as are recognised to be vested in TATI by Certificate of Rights to Minerals No.94 in respect of the Remaining Extent of the Tati Concession. TATI undertakes to make any application required for the above purposes and the GOVERNMENT undertakes to advise endorsement to TATI's title as contemplated by Clause 10 hereof. The parties shall adopt any alternative procedure conforming with the laws of Botswana in order to achieve the intention of the parties and for the protection of TATI it shall receive the appropriate Certificate in respect of the **Mineral Rights retained by TATI in terms of the Agreement.**

30 Dec. 1970	<u>Annual Return for Tati Territory Exploration</u>
<u>Directors:</u>	Bernard Glazer Benjamin Struck
<u>Auditors:</u>	Kessel, Feinstein, Torch & Co.
<u>Secretaries:</u>	Pillar Trust Limited Second Floor, Annan House, 86 Commissioner Street, Johannesburg
30 Dec. 1971	<u>Annual Return for Tati Territory Exploration</u>
<u>Directors:</u>	Bernard Glazer Benjamin Struck
<u>Auditors:</u>	Kessel, Feinstein, Torch & Co.
<u>Secretaries:</u>	Pillar Trust Limited Second Floor, Annan House, 86 Commissioner Street, Johannesburg
1971	<u>Annual Report of the Geological Survey Department</u> Sedge Botswana (Pty) Ltd. (a subsidiary of Anglo-American) completed evaluation of the Selkirk and Phoenix copper-nickel deposits under an 18-month option from the Tati Territory Exploration Co., who own the mineral rights to these deposits. However, it was concluded that further reserves needed to be found and proved before a decision to mine could be taken. Further development awaits a decision by Tati Territory Exploration <u>to approach a large company to continue the work.</u> Sedge also continued their base metal investigations in the rest of the Tati Concession, under an agreement with the Tati Company Limited., the mineral right owners. This included <u>airborne magnetometry, followed by ground geochemical and geophysical follow-up.</u> In addition, <u>a survey of the old gold mines in the Tati Concession was completed.</u> At the end of the year, only base metal exploration in the northern part of the Tati Concession was continuing.
29 Dec. 1972	<u>Annual Return for Tati Territory Exploration</u>
<u>Directors:</u>	Bernard Glazer Benjamin Struck
<u>Auditors:</u>	Kessel, Feinstein, Torch & Co.
<u>Secretaries:</u>	Pillar Trust Limited

Second Floor, Annan House, 86 Commissioner Street, Johannesburg

1972	<p><u>Annual Report of the Geological Survey Department</u></p> <p><u>Sedge-Botswana (Pty) Ltd.</u>, a subsidiary of Anglo-American, completed their base-metal investigations in the Tati Concession (under agreement with the Tati Company Limited, the mineral right owners) early in the year. A final report was submitted in May 1972.</p> <p>The Tati Company and the Tati Territory Exploration Company retained the mineral rights in the Tati Concession, in spite of the provision of the Mineral Rights Tax of 1972.</p>
August 1972	<p><u>Memorandum of Agreement</u></p> <p>Between</p> <p>The Honourable E.M.K. Kgabo, M.P., Minister of Local Government and Lands</p> <p>For and on behalf of the</p> <p>GOVERNMENT OF THE REPUBLIC OF BOTSWANA</p> <p>And</p> <p>TATI COMPANY LIMITED</p> <p>3. All mineral rights owned by TATI in the area vested in GOVERNMENT pursuant to clause 1 above, will be excluded and retained by TATI.</p>
24 Nov. 1972	<p><u>Republic of Botswana: Statute Law Volume LXIII: 1979</u></p> <p>Enacted by the Parliament of Botswana.</p> <p>4. The mineral rights in respect of all land vested in the State under sections 2 and 3 above, shall be retained by TATI COMPANY LIMITED.</p>
31 Dec. 1973	<p><u>Annual Return for Tati Territory Exploration</u></p> <p><u>Directors:</u> Bernard Glazer Benjamin Struck</p> <p><u>Auditors:</u> Kessel, Feinstein, Torch & Co.</p> <p><u>Secretaries:</u> Pillar Trust Limited</p> <p>Second Floor, Annan House, 86 Commissioner Street, Johannesburg</p>
21 June 1974	<p><u>Notarial Deed of Abandonment of Mineral Rights: Tati Company Limited 32/74</u></p> <p>D. By Deed of Transfer No. 159/1916 dated 8th March 1916, Tati Co. became the registered owner of all the land in the north east and Francistown Districts and by virtue thereof, all rights to minerals under that land; and</p> <p>E. Since the date of transfer aforesaid, Tati Co. has disposed of certain mineral rights in respect of twelve areas in the north east and Francistown Districts to Tati Territory Exploration Company Limited (TTE) and has transferred such mineral rights by twelve cessions, the particulars of which will be set out hereafter in this deed; and</p> <p>G. Tati Co. now desires to abandon all its rights to minerals under the land in the northeast and Francistown Districts,</p>

**excluding, however, the ceded mineral rights
aforesaid.**

1. The Appeared on behalf of his principal, Tati Company, declared that Tati Company hereby **irrevocably abandons all its rights to minerals** of which Tati is still the registered owner in respect of all the land in the North-East and Francistown Districts, **excluding the ceded mineral rights
aforesaid**, more fully described in Annexure "A" hereto.
2. The Appeared, on behalf of his Principal, Tati Company, declared that neither Tati Company nor any other person is to give or to receive any consideration in respect of the abandonment by Tati Company of the rights aforementioned, save that the Government of the Republic of Botswana is to abandon any right it might have against Tati Company to claim payment of Mineral Rights Tax in respect of the period from the date of commencement of the Mineral Rights Tax to 30 June 1974.

Note: **Ref. CAJ/AC 22.4.1974**

25 June 1974 **Notarial Deed of Abandonment of Mineral Rights: Tati Territory Expl.Co
33/74**

The CESSION of 12 Mineral Areas from Tati are abandoned. TTE is exempt from Mineral Rights Tax from 1 July 1973. There is no mention in the Deed of Abandonment of MR reverting back to Botswana Government. NB

Mineral Area	Notarial Deed of Cession Mineral Rights by Tati Co. In favour of T.T.E	Area covered by mineral Area i.e. farms/plots/ lots	By virtue of Cert. Of Rights to Minerals No.	Acres Covered by Min. area
1 NQ	149 dated 29 Nov. 1966	To be advised		
2 NQ	150 dated 29 Nov. 1966	To be advised		
3 NQ	No. 151(a) dated 29 Nov. 1966	Portion 23 / Farm 77NQ Portion 24 / Farm 77NQ	No. 80 No. 81	2116.5115
4 NQ	153 dated 2 Feb. 1967	To be advised		
5 NQ	16/69 dated 10 Dec. 1969	Portion 23 / Farm 77NQ Portion 25 / Farm 77NQ Portion 25 / Farm 77NQ	No. 80 Cession No. 151 Cession No. 151	3357.6874
6 NQ	7/69 dated 9 Aug. 1969	Farm 50NQ Farm 39NQ	No. 77	2342.7960
7 NQ	8/69 dated 9 Aug. 1969	Farm 53NQ Farm 72NQ Farm 73NQ Farm 75NQ	No. 87 No. 91 No. 78 No. 79	7701.2186
8 NQ	8/70 dated 23 Jun. 1970	Farm 63NQ Farm 64NQ Farm 71NQ Farm 72NQ	No. 90 D.T 159 D.T 159 No. 91	2995.7125
9 NQ	9/70 dated 16 Jul. 1970	Lot 912 Francistown Lot 915 Francistown Lot 917 Francistown	No. 73 No. 74 2/70	4928.0680

		Farm 26NQ	D.T 134/60	
		Farm 35NQ	D.T 1926	
		Lot 1 Francistown	D.T 1412	
		Lot 905 Francistown	D.T 10/65	
		Lot 906 Francistown	D.T 57/62	
		Lot 913 Francistown	D.T 2299	
		Lot 914 Francistown	D.T 2299	
		Lot 916 Francistown	D.T 26/61	
		Lot 918 Francistown	D.T 160/69	
		Lot 899 Francistown	D.T 98/60	
		Railway Strip 90Q	D.T 82	
		Farm Lady Mary 45NQ	D.T 1076 + 1077	
		Lady Mary Annex 42NQ	D.T 1076 + 1077	
		Rem. Extent Farm 46NQ	D.T 1076 + 1077	
		Lot 900 Francistown	D.T 2256	
		Lot 901 Francistown	D.T 2256	
		Lot 907 Francistown	D.T. 159	
		Lot 908 Francistown	D.T. 159	
		Lot 910 Francistown	D.T. 159	
		Lot 911 Francistown	D.T. 159	
		Lot 898 Francistown	D.T. 159	
		Rem. Extent T/Conc.	D.T. 159	
10 NQ	10/70 dated 23 Jul. 1970	Farm 52NQ	No. 94	2534.8642
		Farm 74NQ	No. 94	
<i>Mineral Area</i>	<i>Notarial Deed of Cession Mineral Rights by Tati Co. In favour of T.T.E</i>	<i>Area covered by mineral Area i.e. farms/plots/lots</i>	<i>By virtue of Cert. Of Rights to Minerals No.</i>	<i>Acres Covered by Min. area</i>
10 NQ	10/70	Portion 20 / Farm 77NQ	No. 94	
11 NQ	M.A 3/71 dated 20 Jan. 1971	To be advised		
12 NQ	6/70 dated 12 Jun. 1970	Portion 27 / Farm 77NQ	D.T 12/69	3.8976

NB: Mineral Area 7 , Farms 73 & 75 NQ – Phoenix & Selkirk (LionOre)

1974 [Annual Report of the Geological Survey Department](#)
The last privately held mineral rights, in the Tati concession area, finally passed to the state, and considerable time was spent in dealing with companies who contemplated applying for a concession in the relinquished area, and in assisting the UN Regional Mineral Resources Adviser towards a possible similar undertaking.
Tati Territory Exploration Company surrendered its private mineral rights in June. A Special Prospecting Licence over the twelve blocks in the Tati Concessions was granted to the company at the same time. **Discussions were held with Government concerning an acceptable prospecting programme for the Selkirk-Phoenix nickel-copper deposits and other prospects.** No agreement was reached and notice of termination of the licence was given in December.
Early in 1975 further discussions were held and it was agreed that both the Tati Territory Exploration Company and Government would attempt to find a mining company interested in managing exploration of the areas, with Tati Territory Exploration retaining an acceptable

interest.

Close contact with 15 operating exploration companies was maintained; discussions were also held with representatives of the following: Agip, Amax, Ametalco, Atlantic Richfield, Aquitaine, Bethlehem Steel, **Billiton**, Burmah Oil, **Cominco**, Exxon, General Mining, Geomin, **Goldfields SA**, Hanna Mining, Hunt Coal, Inco, Kennecott, **Lonrho**, McAlpine, Newmont, Noranda, **Phelps Dodge**, Placer Development, Pratley Group, Preussag, **RTZ**, Somerset Mining, **Tati Territory Exploration** and **Union Carbide**.

31 Dec. 1974 Annual Return for Tati Territory Exploration

Directors: Bernard Glazer

Benjamin Struck

Auditors: Kessel, Feinstein, Torch & Co.

Secretaries: Pillar Trust Limited

Second Floor, Annan House, 86 Commissioner Street, Johannesburg

31 Dec. 1975 Annual Return for Tati Territory Exploration

Directors: Bernard Glazer

Benjamin Struck

Auditors: Kessel, Feinstein, Torch & Co.

Secretaries: Pillar Trust Limited

Second Floor, Annan House, 86 Commissioner Street, Johannesburg

31 Mar. 1976 Notice of Situation of the Company's Registered Office

Changed to: Lot No. 214, Francistown, Botswana

30 June 1976 Financial Statements

(Filed 3 March 1977)

Auditors: Kessel, Feinstein, Torch & Co

Directors of Kessel Feinstein:

J. Feinstein

B. Torch

C.Z. Rangecroft

F.J. Rabson

T.B. Bean

G.R. Fine

V.N. Routledge

M.H. Stein

M. Kobrin

N. Sweidan

N. Cohen

Mineral Rights: **The mineral rights were abandoned by the company on 28th June 1974 and were therefore written off. A special prospecting licence for a period of three years was granted to the company on 1st July 1974.**

Unsecured **Atlas Mining Corporation Limited**

Loans from: **Tati Company Limited**

National Manganese Mines (Pty) Ltd.

31 Dec. 1976 Annual Return for Tati Territory Exploration

Directors: Bernard Glazer

Benjamin Struck

Auditors: Kessel, Feinstein, Torch & Co.

Secretaries: Atlas Finance & Trust Corporation (Pty) Ltd.

15th Floor, New Zealand Insurance House, 58 Anderson Street, Johannesburg

1 Mar. 1977 The Company's Register of Directors and Secretaries

<u>Resigned:</u>	25/2/77	Pillar Trust Limited
<u>Appointed:</u>	25/2/77	Atlas Finance & Trust Corporation (Pty) Ltd.
30 Jun. 1977	<u>Financial Statements</u> (Filed 1 May 1978)	
<u>Auditors:</u>	Kessel, Feinstein, Torch & Co	
30 Dec. 1977	<u>Annual Return for Tati Territory Exploration</u>	
<u>Directors:</u>	Bernard Glazer Benjamin Struck	
<u>Auditors:</u>	Kessel, Feinstein, Torch & Co.	
<u>Secretaries:</u>	Atlas Finance & Trust Corporation (Pty) Ltd. 15 th Floor, New Zealand Insurance House, 58 Anderson Street, Johannesburg	
30 Jun. 1978	<u>Accounts (filed 29 March 1979)</u>	
31 Dec. 1979	<u>Annual Return for Tati Territory Exploration</u>	
<u>Directors:</u>	Bernard Glazer Benjamin Struck	
<u>Auditors:</u>	Kessel Feinstein	
<u>Secretaries:</u>	Atlas Finance & Trust Corporation (Pty) Ltd. 15 th Floor, New Zealand Insurance House, 58 Anderson Street, Johannesburg	
7 Feb. 1979	<u>Notice of Situation of the Company's Registered Office</u>	
<u>Changed to:</u>	Cnr. Francis & Bluejacket Streets – Lots 664, 665 & 666, Francistown	
31 Dec. 1980	<u>Annual Return for Tati Territory Exploration</u>	
<u>Directors:</u>	Bernard Glazer Benjamin Struck	
<u>Auditors:</u>	Kessel Feinstein	
<u>Secretaries:</u>	Atlas Finance & Trust Corporation (Pty) Ltd. 15 th Floor, New Zealand Insurance House, 58 Anderson Street, Johannesburg	
6 July 1981	<u>Memorandum of Agreement</u> Between THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA And TATI COMPANY LIMITED 2.2 The other provisions of the Agreement of 19 August 1972 shall mutates mutandis apply to this Agreement.	
31 Dec. 1981	<u>Annual Return for Tati Territory Exploration</u>	
<u>Directors:</u>	Bernard Glazer Benjamin Struck	
<u>Auditors:</u>	Kessel Feinstein	
<u>Secretaries:</u>	Atlas Finance & Trust Corporation (Pty) Ltd. 15 th Floor, New Zealand Insurance House, 58 Anderson Street, Johannesburg	
31 Dec. 1982	<u>Annual Return for Tati Territory Exploration</u>	
<u>Directors:</u>	Bernard Glazer	

<u>Auditors:</u>	Benjamin Struck Kessel Feinstein
<u>Secretaries:</u>	Atlas Finance & Trust Corporation (Pty) Ltd. 15 th Floor, New Zealand Insurance House, 58 Anderson Street, Johannesburg
31 Dec. 1983	<u>Annual Return for Tati Territory Exploration</u>
<u>Directors:</u>	Bernard Glazer Benjamin Struck
<u>Auditors:</u>	Kessel Feinstein
<u>Secretaries:</u>	Atlas Finance & Trust Corporation (Pty) Ltd. 15 th Floor, New Zealand Insurance House, 58 Anderson Street, Johannesburg
1983	<u>Annual Report of the Geological Survey Department</u>
	Diamond exploration was carried out by De Beers Prospecting Botswana, Falconbridge Explorations and Seltrust Botswana Explorations. Continued prospecting of the Orapa/Letlhakane diamond field was undertaken by De Beers. Falconbridge has now entered into a joint venture agreement with De Beers Prospecting over their diamond prospecting licences. In the Tati area Falconbridge concentrated most of their exploration effort towards the evaluation of known <u>small</u> gold prospects. Licences to prospect for gold in the Tati area have been issued to several companies. Some of the companies move to production stage and by the year's end five gold mine leases were in operation.
27 Jul. 1984	<u>The Company's Register or Directors and Secretaries</u> (Filed 9 August 1984)
<u>Deceased:</u>	17/7/84 Bernard Glazer
<u>Appointed:</u>	17/7/84 Seymour Simon Faiga
<u>Appointed:</u>	17/7/84 Cyril Alexander Jaffe
1984	<u>Annual Report of the Geological Survey Department</u>
	Falconbridge was awarded two prospecting licences for gold and base metals in the Tati Schist belt . The area covered by the two licences was previously held by the same company for a period of seven years. Falconbridge has entered into a joint venture agreement with Seltrust Botswana and Phelps Dodge for the purpose of prospecting in the two licence areas. Falconbridge continued to hold their Bushman-Matsitama licence under an extension, pending the outcome of an application for a mining lease.

23 Sept 1985 Register of Companies Botswana Tati Territory Exploration Co. No 206

Government Notice to strike Company off the Register

Mr Martin Stowitz to write
that the Company should be
struck off the Register.

(written from the Tati Territory Exploration
- (as the Botswana/Goldstone)
13-02-03 88)

1971

NOTE

Re file

CONFIDENTIAL

PERMANENT SECRETARY

Re: TATI TERRITORY EXPLORATION CO. (PTY.) LTD.

I would ask you to peruse Folio's 56, 58, 59 and 60 in the attached file.

You are well aware of my views on the competence of the legal advice upon which Cabinet chose to act and upon which their Directive on this subject was based.

Having said this it goes, almost, without saying that I would in no way wish to frustrate the wishes of Cabinet however misguided a premise I may consider them to be based upon.

Nevertheless the fact remains that I am the professionally qualified and experienced, I use this latter term in the 'Practical' sense, officer whose responsibility it is both to interpret and administer the Companies Act in Botswana.

My interpretations and rulings in relation to the act are always made, by me, in good faith and in the reasonable certainty in my own mind that I am right in law.

I would not expect that everyone would always concur in my interpretations and rulings, indeed the Draftsman of our current act in anticipation of just such an event provided in Section 306 of the Act the means whereby anyone feeling aggrieved by any decision, order or ruling of mine could bring it under review by the Court.

With the greatest respect to everyone involved, in my view, if the procedure provided in Section 306 is not to be successfully pursued then the appropriate means of over-riding any interpretation of mine is by an amendment to the law itself which is specifically designed to negative my view of the existing law.

To be more specific, in the present circumstances, since the Attorney General and I have been unable to reconcile our views as to the effect of the 1974 and 1975 amendments to Section 308, (now 309) and the VIIth Schedule to the Act he should promote a clarifying amendment providing expressly that the substituted provisions in Section 308 (now 309) and the VIIth Schedule only apply to any default arising on or after the date upon which the substitutions came into effect. This would, of course, be

directly contrary to my interpretation of the correct position.

There is ample precedent for the Attorney General to so Act the Hurvitz action was not limited solely to the issue of my interpretation of the effect on penalties of the various substitutions made to the VIIth Schedule and Section 308. My interpretation of necessary content of an Annual Return was also put in question. In falling in with the opposition view the Attorney General was, in my opinion, standing on such indefensibly thin ice that he obviously felt it prudent to provide himself with some sort of life jacket. Hence the so called clarifying amendment to the Companies Act promoted by Attorney General in my absence. I do not know whether we were asked to promote this proposed amendment, the act is, I believe, our responsibility but I do know that in the ordinary way if we require anything from Chambers in the way of Draft Legislation at best we get a straight copy of a Kenya/Malawi etc. act to adapt ourselves or we get fed up with the delay and do the whole thing ourselves. I have just done the Business Names Act Regulations and Forms. This selective approach by Chambers is extremely irritating especially as it appears to spring from a rather petty sense of resentment that Chambers influence has not been extended to embrace this Registry.

In a case of this nature where the law is my interpretation of the statute unless and until my view is negated either by a decision of the Court vide Section 306 or by an amendment to the Act, in my respectful submission a Cabinet Directive, whilst it may quite properly be adequate for the Attorney General's purposes in settling the threatened action by Mr Hurvitz, is not sufficient authority upon which I can act in fulfilling Cabinets wishes since I cannot act contrary to my bona fide interpretation of the statute.

I hope you will understand that I have no wish to generate, any further, ill will between the Registry and Chambers but if I do not stand firm on this principle of ultimate responsibility and authority vis a vis the Registry and Chambers my position or that of any other Registrar would be totally untenable.

The flood gates would be opened for any Tom or Harry to seek to contest any decision or interpretation of the Registrar not by the means specifically provided in the Act i.e. Section 306, but by the much more effective expedient of serving a writ on Government via the Attorney General whose Chambers can be relied upon to take to their heels at the slightest sign of a risk existing of their having to argue a company law case in Court. Shades of Essack and Wia hearings which are no less than 16 months overdue where the plain truth is that no-one in Chambers is either prepared or competent

3/.. NOT COMPLETED

NOTE: INCOMPLETE DOCUMENT

National Manganese Mines

Enterprise number (S.A):	1953/002514/07
Registration date:	12/12/1953
Enterprise Type:	Private Company
Enterprise Status:	In Business
Classification:	Private Households, extritorial organisations, representatives of foreign governments and other activities not adequately defined.
Physical Address:	2 nd Floor, Standard Bank Building, 29 Tyrwhitt Avenue, 2192
Postal Address:	Box 6839, Johannesburg, 2000