MANAGEMENT AGREEMENT

between

BSGR STEEL HOLDINGS LIMITED
(Registration Number 586587)

and

BSG RESOURCES (GUINEA) LIMITED
(Registration Number 682852)
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MANAGEMENT AGREEMENT

This Agreement is made and entered into between -

(1) BSGR Steel Holdings Limited incorporated and registered in the British Virgin Islands with company number 566587 whose registered office is at Alcara Building, 24 DeCastro Street, Wickhams Cay, Road Town, Tortola, British Virgin Islands ("BSGR Steel");

(1) BSG Resources (Guinea) Limited incorporated and registered in the British Virgin Islands with company number 682852 whose registered office is at Alcara Building, 24 DeCastro Street, Wickhams Cay, Road Town, Tortola, British Virgin Islands ("Company").

RECITAL

Pursuant to the provisions of the Shareholders' Agreement, the Shareholders have agreed that BSGR Steel shall take over the day-to-day management function of the Company on the terms and conditions of this Agreement.

The Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement and the recitals, unless clearly inconsistent with or otherwise indicated by the context -

1.1.1 "Agreement" means the agreement set out in this document and the appendices hereto;

1.1.2 "Board" means the board of directors of the Company from time to time and for the time being;
1.1.3 "Business" means the business of the Company, being the operation of the Project and such other business as the shareholders may agree from time to time in terms of the provisions of the Shareholders' Agreement;

1.1.4 "Business Day" means a day on which banks are ordinarily open for business in London, excluding Saturdays, Sundays and public holidays;

1.1.5 "Date of Signature" means the date on which the last Party hereto signs this Agreement;

1.1.6 "Effective Date" means the effective date of the Shareholders' Agreement, which shall be the effective date of this Agreement notwithstanding the Date of Signature;

1.1.7 "Parties" means BSGR Steel and the Company;

1.1.8 "Pentler" means Pentler Holdings Limited incorporated and registered in the British Virgin Islands with company number 682814 whose registered office is at Akara Building, 24 DeCastro Street, Wickhams Cay, Road Town, Tortola, British Virgin Islands;

1.1.9 "Shareholders" means BSGR Steel and Pentler as shareholders of the Company; and

1.1.10 "Shareholders' Agreement" means the shareholders' agreement entered into between BSGR Steel, Pentler and the Company simultaneously herewith and as amended from time to time.

1.2 Interpretation

1.2.1 In this Agreement and the Recitals, unless clearly inconsistent with or otherwise indicated by the context -

1.2.1.1 any reference to the singular includes the plural and vice versa;

1.2.1.2 any reference to natural persons includes legal persons and vice versa; and
1.2.1.3 any reference to a gender includes the other genders.

1.2.2 Where appropriate, meanings ascribed to defined words and expressions in 1.1, shall impose substantive obligations on the Parties.

1.2.3 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

1.2.4 Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meanings assigned to such words and expressions in that sub-clause.

1.2.5 Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction. Where the provisions of this 1.2.5 applies to a provision of, or the application of a provision of, this Agreement, the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision achieving as nearly as possible the same commercial effect, to be substituted for that provision.

1.2.6 Where this Agreement requires a Party to use "Best Endeavours" in relation to an obligation, that Party shall do all things as are or may be necessary or desirable so as to comply with or satisfy that obligation unless the Parties agree that it is not reasonable to take the action or assume that obligation.

1.2.7 This Agreement shall be governed by and construed and interpreted in accordance with the laws of England and Wales.

2 INTRODUCTION

2.1 The Parties have agreed that BSGR Steel shall manage the Business on behalf of the Company.

2.2 The Company is prepared to enter into this Agreement with BSGR Steel, in terms of which BSGR Steel shall be responsible for –
2.2.1 the operation and management of the Business in the name and for the account of the Company, in accordance with the requirements of the Company; and

2.2.2 the day-to-day management of the Business,

upon the terms and conditions set out in this Agreement.

3 APPOINTMENT AND DURATION

3.1 With effect from the Effective Date, the Company hereby appoints BSGR Steel, with the right -

3.1.1 to manage and operate the Business; and

3.1.2 to attend to the day-to-day management of the Business,

upon the terms and conditions set out in this Agreement. BSGR Steel hereby accepts such appointment.

3.2 This Agreement shall commence on the Effective Date and continue until such time as -

3.2.1 Pentler and/or BSGR Steel are no longer Shareholders; or

3.2.2 this Agreement is terminated in accordance with its terms.

4 STATUS OF THE RELATIONSHIP BETWEEN THE PARTIES

4.1 This Agreement shall not operate to constitute BSGR Steel as a partner or employee of the Company and BSGR Steel shall not represent itself as a partner or an employee of the Company.

4.2 The relationship between the Company and BSGR Steel shall be that of independent contractor in terms of which BSGR Steel has undertaken to manage the Business upon the terms and conditions set out in this Agreement.
5 OBLIGATIONS OF BSGR STEEL

5.1 Promotion and Conduct of Business

In the conduct of the Business, BSGR Steel shall actively promote the Business and use its Best Endeavours to further the Business and the interests of the Company.

5.2 Books of Account and Records

In conducting the Business, BSGR Steel shall keep full and proper books of account as required in terms of directives given, from time to time, by the Company, showing clearly all records, transactions and proceedings relating to the Business.

5.3 Complying with Insurance Policies

In conducting the Business, BSGR Steel shall comply with all terms of insurance effected by the Company, including, but without limiting the generality of the foregoing, submitting immediate written notification to the Company of any potential claim under any insurance policy applicable to the Business.

5.4 Maintenance and Repair

In conducting the Business, BSGR Steel shall, at the Company's expense, maintain the Business, all its fixtures and fittings and equipment, so that at all times they remain in a mechanically sound and safe condition and ensure that all maintenance shall be undertaken where applicable in terms of the manuals and other directives given by the manufacturer of such equipment.

5.5 Skills Transfer

BSGR Steel shall, in conjunction with the Company develop a skills transfer programme to ensure that the management skills and techniques necessary to conduct the management of the Business as contemplated herein are transferred to those persons identified by the Company to undergo such training.
5.6 Comply with all Laws

In conducting the Business, BSGR Steel shall comply with all statutory laws, regulations, bye-laws and other legal requirements applicable to the Business.

6 RESERVATION OF RIGHTS

Nothing contained in this Agreement shall be construed as granting to BSGR Steel any rights to mine in respect of the Business or to deal with any of the minerals or materials recovered from the Business, which rights vest exclusively in the Company and this Agreement shall be none other than an Agreement in terms of which BSGR Steel undertakes to perform certain of the management functions for and on behalf of the Company.

7 CONSIDERATION

7.1 In consideration for the management services, set out in 5, undertaken by BSGR Steel in terms of this Agreement, the Company shall pay BSGR Steel against receipt of an invoice a monthly fee equal USD 0 (zero United States dollars).

7.2 BSGR Steel shall not bear any operational losses or costs incurred by the Company.

7.3 Subject to the proviso in 7.1, BSGR Steel shall be entitled to reimbursement monthly in arrears against delivery of an invoice, to the Company in respect of any amounts for the expenses incurred or advanced by BSGR Steel on behalf of the Company pursuant to its management duties in terms of this Agreement.

8 ASSIGNMENT

Neither Party shall be entitled to assign any of its rights and obligations in terms of this Agreement without the prior written consent of the other Party.
9 LIABILITY

BSGR Steel shall not be liable for any losses, costs, expenses or damages, whether direct, indirect or consequential, incurred by the Company out of or pursuant to the rendering of the management services in terms of this Agreement, save for any such losses, costs, expenses or damages incurred by the Company which are attributable to a material breach of the provisions of this Agreement or as a result of gross negligence, wilful misconduct or fraud on the part of BSGR Steel, and in any event (other than as a result of wilful misconduct) BSGR Steel's liability shall be limited to an amount of USD1 000 000 (one million United States dollars).

10 STANDARDS TO BE MAINTAINED

10.1 Without derogating from any of the provisions of this Agreement, BSGR Steel undertakes to maintain the highest possible standards as regards the Business in respect of the following -

10.1.1 hygiene;

10.1.2 security of diamonds mined;

10.1.3 maintenance of machinery and equipment; and

10.1.4 safety and security of workers and equipment.

10.2 BSGR Steel undertakes that it shall -

10.2.1 maintain the good name and reputation of the Company;

10.2.2 carry out all decisions of the Board, as directed and conveyed to BSGR Steel from time to time, as diligently and as effectively as if the Board was personally present and acting;

10.2.3 promote the best business interests of the Company and to ensure that the highest standards of workmanship are at all times maintained;
10.2.4 ensure that all creditors of the Company are paid promptly and on due date by the proper submission of accounts to the Company and the obtaining of funds necessary to effect such payment from the Company;

10.2.5 properly and diligently look after, protect, safeguard and watch over all goods belonging to the Company;

10.2.6 carry out work in an effective, professional and workmanlike manner in order to properly promote the Business on standards commensurate with that of a diamond mining operator of international repute; and

10.2.7 ensure that the security and safety provisions as directed by the Company from time to time are fully complied with.

11 TERMINATION

11.1 The Company shall not be entitled to terminate this Agreement unless —

11.1.1 the Shareholders in general meeting have resolved to terminate this Agreement; or

11.1.2 BSGR Steel has committed a material breach of this Agreement (that is a breach that goes to the very root of this Agreement).

11.2 This Agreement may only be terminated by the Company if the breach referred to in 11.1.2 is —

11.2.1 not capable of being remedied by compensation and such breach has not been remedied by BSGR Steel after receipt by BSGR Steel of 60 (sixty) days (or such lesser period as may be appropriate in the circumstances of the breach) written notice from the Company, identifying the breach in question and calling upon BSGR Steel to remedy such breach; or

11.2.2 capable of being remedied by the payment of compensation, the quantum of which has been agreed upon by the Parties and, failing agreement, has been determined by a court of law (and if needs be the last court of appeal) and
after the Company has notified BSGR Steel in writing of its claim for compensation (as agreed upon or determined as aforesaid), BSGR Steel fails, within a period of 60 (sixty) days reckoned from the date of receipt of such notice, to pay such compensation,

provided that any material act of dishonesty shall not be regarded as being capable of being remedied solely through the payment of compensation.

11.3 BSGR Steel shall be entitled to terminate this Agreement –

11.3.1 at any time, upon giving the Company 3 (three) months prior written notice thereof; or

11.3.2 if the Company commits a breach of any provision of this Agreement and fails to remedy such breach within 14 (fourteen) days (or such longer period as may be appropriate in the circumstances of the breach) after receiving written notice from BSGR Steel requiring the Company to do so, then BSGR Steel shall be entitled, without prejudice to its other rights in law, to cancel this Agreement or to claim specific performance of all of the Company’s obligations whether or not such obligations would otherwise then have fallen due for performance, in either event without prejudice to BSGR Steel’s right to claim damages.

12 EFFECTS OF TERMINATION

12.1 Upon termination of the Agreement for any reason whatsoever –

12.1.1 all rights of BSGR Steel shall terminate and BSGR Steel shall immediately cease to conduct its functions as provided in this Agreement; and

12.1.2 BSGR Steel shall immediately return to the Company all documentation and all other items belonging to the Company in its possession.

12.2 If required by the Company, BSGR Steel shall assist with the handover of the management of the Business for a period not exceeding 3 (three) months after termination, the costs of which shall be for the account of BSGR Steel, in
circumstances where the termination was as a consequence of the breach of this Agreement by BSGR Steel.

13 DISPUTE RESOLUTION AND ARBITRATION

13.1 Save to the extent to the contrary provided in this Agreement, the Parties agree that the terms of this Agreement shall be performed in the spirit of mutual co-operation, trust and confidence. The Parties further agree to use their best efforts and Best Endeavours to resolve, through mutual consultation, without involving any third party or parties, any dispute which may arise under, out of, or in connection with or in relation to this Agreement. If, following such mutual consultation, the dispute still remains outstanding, the matter shall be referred to the respective chairman of each of the Parties, who shall negotiate for a period of up to 7 (seven) days in an attempt to resolve such dispute. If, following the expiry of such 7 (seven) day period, the dispute is still unresolved, then, save where otherwise provided in this Agreement, the matter shall be referred to arbitration in accordance with the remaining provisions of this 13.

13.2 Any question or difference which may arise concerning the construction, meaning or effect of this Agreement or concerning the rights and liabilities of the Parties hereunder or any other matter arising out of or in connection with this Agreement shall be referred to a single arbitrator in London to be agreed between the Parties. Failing such agreement, within 30 (thirty) days of the request by one Party to the others that a matter be referred to arbitration in accordance with this clause, such reference shall be to an arbitrator appointed by the President for the time being of the London Chamber of Commerce. The decision of such arbitrator shall be final and binding upon the Parties. Any reference under this 13 shall be deemed to be a reference to arbitration within the meaning of the Arbitration Act 1996 which shall apply to the arbitration.

13.3 Notwithstanding the provisions of this 13, the Parties shall at all times be entitled to seek urgent interim relief in a court of law.
14 MISCELLANEOUS

14.1 Warranty of Authority

Each Party warrants to the other Parties that it has the power, authority and legal right to sign and perform this Agreement and that this Agreement has been duly authorised by all necessary actions of its directors, or trustees as the case may be, and constitutes valid and binding obligations on it in accordance with the terms of this Agreement.

14.2 Further Warranties

Each Party warrants to the other that compliance with the terms of this Agreement, and any document entered into by the Parties in accordance with it, does not and shall not conflict with or result in a breach of any of the Parties' memorandum or articles of association.

14.3 Whole Agreement

This Agreement, and any documents referred to in it or executed contemporaneously with it, constitute the entire Agreement between the Parties and supersede any arrangements, understanding or previous agreement between the Parties relating to the subject matter of this Agreement.

14.4 Assignments

14.4.1 Other than Inter-Group no person may assign, or grant any security interest over, any of its rights under this Agreement or any Document referred to in it without the prior written consent of all the Parties (such consent not to be unreasonably conditioned, withheld or delayed).

14.4.2 Each person that has rights under this Agreement is acting on its own behalf.

14.5 Variation and Waiver

14.5.1 Any variation of this Agreement must be in writing and signed by or on behalf of all Parties.
14.5.2 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the person to which the waiver is addressed and the circumstances for which it is given.

14.5.3 The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

14.6 Costs

Unless otherwise provided, all costs in connection with the negotiation, preparation, execution and performance of this Agreement, will be borne by the Party that incurred the costs.

14.7 Good Faith

14.7.1 The Parties shall, at all times during the continuance of this Agreement, observe the principles of good faith towards one another in the performance of their obligations in terms of this Agreement. This implies, without limiting the generality of the foregoing, that they -

14.7.1.1 shall at all times during the term of this Agreement act reasonably and in good faith;

14.7.1.2 shall perform their obligations arising from this Agreement diligently and with reasonable care; and

14.7.1.3 make full disclosure to each other of any matter that may affect the execution of this Agreement.

14.7.2 Each Party will do all things necessary and desirable to give effect to the spirit and intention of this Agreement.
14.8 Force Majeure

If any Party hereto is prevented or delayed from performing any of the obligations on its part to be observed by reason of any cause beyond the reasonable control of that Party, including but not limited to Acts of God, strike, lock-out, threat of imminent strike, fire, flood, interruption or delay in transportation, war (declared or undeclared), insurrection or mob violence, requirement or regulation of government or regulatory body, law, shortage of labour, equipment or materials, plant breakdown and failure of operation or equipment; then and in such event, any such failure to perform shall not be deemed to be a breach of this Agreement; observance or performance of any of the aforesaid obligations shall be suspended during such period of disability; provided that, in order that the provisions of this 14.8 may become operative, the Party so delayed shall give notice in writing to the other Parties forthwith upon and as often as it is so delayed or prevented from carrying out its obligations hereunder, and shall set out in such notice particulars of the cause thereof and the date upon which the same arose, and shall give like notice forthwith following the date upon which such cause and the effects thereof shall cease to subsist. The Parties hereto further agree to use reasonable diligence to remove such causes of disability as may arise from time to time.

14.9 Independent Advice

Each Party hereto acknowledges that it has been free to secure independent legal advice as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent legal advice or dispensed with the necessity of doing so. Further, each Party acknowledges that all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the Parties in connection with this Agreement and that, where Shares are to be transferred at less than market value, such discount to market value shall be reasonable and shall not amount to a penalty against the transferor.

14.10 Third Party Rights

14.10.1 This Agreement is made for the benefit of the Parties and their successors and permitted assigns, a person who is not a party to this Agreement has no
right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

14.10.2 The right of the Parties to terminate, rescind or agree any amendment, variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a Party to the Agreement.

14.11 Notice

14.11.1 A notice given under this Agreement –

14.11.1.1 must be in writing in the English language (or be accompanied by a properly prepared translation into English);

14.11.1.2 must be sent for the attention of the person, and to the address, or fax number, given in this clause (or such other address, fax number or person as the Party may notify to the others, such notice to take effect five days from the notice being received); and must be –

14.11.1.2.1 delivered personally; or

14.11.1.2.2 sent by fax; or

14.11.1.2.3 sent by pre-paid first-class registered post; or

14.11.1.2.4 (if the notice is to be served by post outside the country from which it is sent) sent by registered airmail.

14.11.2 The addresses for service of notice are:

14.11.2.1 BSGR Steel Holdings Limited

Address: c/o Onyx Financial Advisors, 25 Voie de Traz, Chambre 1101, Port Franc, Batiment Aerogare Fret, 1211 Geneve 5 Switzerland

For the attention of: The Company Secretary
Fax number: +41 (22) 788 1461

BSG Resources (Guinea) Limited

Address: c/o Onyx Financial Advisors, 25 Voie de Traz, Chambre 1101, Port Franc, Batiment Aerogare Fret, 1211 Geneve 5 Switzerland

For the attention of: The Company Secretary

Fax number: +41 (22) 788 1461

A notice is deemed to have been received -

14.11.3.1 if delivered by hand, at the time of delivery;

14.11.3.2 in the case of fax, at the time of transmission;

14.11.3.3 in the case of pre-paid first class post, special delivery or registered post, 48 (forty eight) hours from the date of posting;

14.11.3.4 in the case of registered airmail, 5 (five) days from the date of posting;

14.11.3.5 if deemed receipt under the previous paragraphs of this sub-clause is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), when business next starts in the place of receipt.

14.11.4 To prove service it is sufficient to prove that the notice was transmitted by fax to the fax number of the Party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

14.12 Language

If this Agreement is translated into any language other than English, the English language text will prevail.
14.13 Further Assurance

Each Party will promptly execute and deliver all such documents, and do all such things, as the other Party may from time to time reasonably require for the purpose of giving full effect to the provisions of this Agreement.

14.14 Counterparts

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each Party had signed the same document.

14.15 Governing Law and Jurisdiction

14.15.1 This Agreement is governed by, and shall be construed in accordance with, English law.

14.15.2 The courts of England shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement (respectively, "Proceedings" and "Disputes") and, for such purposes, irrevocably submits to the jurisdiction of the courts of England.

14.15.3 Each Party irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agrees not to claim that the courts of England are not a convenient or appropriate forum.
Executed as a deed by BSGR STEEL HOLDINGS LIMITED

Name: Sandra Mononi-Horemans
Designation: Attorney in Fact
Date: 19/7/07

Executed as a deed by BSG RESOURCES (GUINEA) LIMITED

Name: MARC STRUIK
Designation: DIRECTOR
Date: 19.07.2007