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REPUBLIC OF MOZAMBIQUE
JUDICIAL COURT OF THE CITY OF MAPUTO

6th Criminal Section

COPY OF ORDER

Whereas the Investigation Stage has been completed, the Federal Public Prosecutor's Office proceeded to make indictments and sent them to this Judicial Court of the City of Maputo.

Pursuant to the terms of the provisions in the body of article 352, of the Criminal Procedural Code, let personal notifications be issued to the defendants and respective legal representatives, indicated below, pertaining to the entire contents of the accusation in the case files, including 119 pages (pgs. 9784 to 9902), complying with all legal formalities in this regard:

Teófilo Francisco Pedro Nhangumele, (Attorneys – Mr. Carlos Santana and Malia); Bruno Evans Tandane Langa (Attorney Nhancale); Armando Ndambi Guebuza, Maria Inês Moiane Dove, Marcia Amélia Biosse De Caifaz Namburete, Elias Moiane (Attorney – Mr. Alexandre Chivale); Gregório Leão José, António Carlos do Rosário (Attorney – Mr. Abdul Gani Hassam); Ângela Dinis Buque Leão (Attorney – Damião Cumbane); Fabião Salvador Mabunda (Attorney – Mr. Alcides Siteo and Eliseu da Glória Paulo Langa); Sidónio Siteo (Attorney – Mr. Adriano Boane); Sérgio Alberto Namburete (Attorney – Mr. Helder da Cruz Lopes); Cipriano Sisínio Mutota (Attorney – Mr. Inácio Matsinhe); Crimildo Jossias Mandlate (Attorney – Helder Matlhaba); Mbanda Anabela Duque Henning (Attorney – Manuel Virgílio Bila Júnior); Khessaujee Ishwardas Pulchand (Trainee Attorney – Mr. Herculano Thumbó); Simione Jaime Mahumane, Naimo José Kimbine (Attorney – Ms. Beatriz Lúcia Gomache); Manuel Renato Matusse (Attorneys – Mr. Teodory Waty and Salvador Nkamati); Zulficar Ali Ismail Ahmad (Attorney – Imran Ahmad Adam Issa).

Let all necessary measures be carried out before the registry office.

Let it be done.
Maputo, 03/25/2019

The above is true
Maputo, March 25, 2019
Deputy Clerk of Law
[signature]

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REPUBLIC OF MOZAMBIQUE
JUDICIAL COURT OF THE CITY OF MAPUTO
6th CRIMINAL SECTION
Proc. No. 18/2019-C

Copy of indictment sheet delivered by the Honorable Prosecutor of the Public Prosecutor's Office and extracted from pgs. 9784 to 9902, in the case files of Dispute no. 18/2019-C, in which the MP (Ministério Público [Public Prosecutor's Office]) and the following defendants are parties: Teófilo Francisco Pedro Nhangumele, Bruno Evans Tandane Langa, Cipriano Sisínio Mutota, Armando Ndambi Guebuza, Gregório Leão José António, António Carlos do Rosário, Ângela Diniz Buque Leão, Fabião Salvador Mabunda, Sidónio Siteo, Crimildo Jossias Manjate, Mbanda Anabela Duque Henning, Khessaujee Ishwardas Pulchand, Simione Jaime Mahumane, [sic] Simione Jaime Mahumane, Naimo José Quimbine, Sérgio Alberto Namburete, Marcia Amélia Biosse de Caifaz Namburete, Maria Inês Moiane Dove, Elias Moiane, Manuel Renato Matusse and Zulficar Ali Esmail Ahmad.

Proceeding no. 130/11/P/2019

Initially prepared and recorded in the PGR (*Procuradoria-Geral da República* [Attorney General's Office]) under no. **1/PGR/2015** and attachment **15/PGR/2016**

REQUEST AND ATTACH THE DEFENDANTS CRC (*Certificado de Registo Criminal* [Criminal Record])

ACCUSATION RECORDED UNDER NO. **33/2019**

The Public Prosecutor's Office provisionally indicts the following in the dispute:

- 1. Teófilo Francisco Pedro Nhangumele**, Mozambican, married, 50 years old, born on July 17, 1968, native of Maputo, manager, son of Francisco Pedro Nhangumele and Rosa Miguel Pangana, resident on the date of arrest at Avenida Samora Machel n.º 125, Condomínio Garden Park Premium, Casa n.º 6, City of Matola, Province of Maputo;
- 2. Bruno Evans Tandane Langa**, Mozambican, married, 41 years old, born on October 9, 1977, native of Maputo, son of Jorge Rosado Langa and Artimiza Clara Bidel Tandane Langa, resident on the date of arrest at Avenida Samora Machel, Condomínio Garden Park Village, n.º 125, Casa n.º 55, flat 10, City of Matola, Province of Maputo;
- 3. Cipriano Sisínio Mutota**, also known as **Rosário Mutota**, Mozambican, married, 61 years old, born on January 2, 1958, native of Mugeba, District of Mocuba, Province of

Zambézia, SISE (*Serviço de Informações e Segurança do Estado* [Intelligence and Security Service of the State]) official, son of Sisínio Mutota and Gertrudes Narujala, resident at Rua Geração 8 de Março, n.º 419, R/C, City of Maputo;

4. **Armando Ndambi Guebuza**, Mozambican, married, 42 years old, born on March 20, 1977, son of Armando Emílio Guebuza and Maria da Luz Guebuz, native of Maputo, company manager, resident on the date of arrest at Avenida Julius Nyerere, Condomínio Xiluva, 4º andar, City of Maputo;
5. **Gregório Leão José**, also known as **Barros**, Mozambican, married, 60 years old, born on April 19, 1958, native of Maganja da Costa, Province of Zambézia, SISE official, son of Leão José Orrubale and Beatriz Jacinto, resident on the date of arrest at Bairro Jonasse, Posto Administrativo da Matola-Rio, District of Boane, Province of Maputo;
6. **António Carlos do Rosário**, Mozambican, single, 44 years old, born on October 8, 1974, native of Quelimane, Province of Zambézia, SISE official and company manager, son of Carlos Luis do Rosário and Maria Liomolde do Rosário, resident on the date of arrest at Bairro do Alto Maé, Avenida Ahmed Sekou Tuoré, n.º 2641, 1º andar, Flat 4, City of Maputo;
7. **Ângela Diniz Buque Leão**, Mozambican, married, 41 years old, born on June 12, 1977, native of the City of Maputo, businesswoman, daughter of Diniz Naftal Buque and Nélia Elias Machaule, resident on the date of arrest at Bairro Jonasse, Posto Administrativo da Matola-Rio, District of Boane, Province of Maputo;
8. **Fabião Salvador Mabunda**, Mozambican, married, 40 years old, born on November 21, 1978, native of the City of Maputo, civil construction technician, son of Salvador Mussosso Mabunda and Beatriz Gomes Cumbe, resident on the date of arrest at

Bairro Moagoanine “B,” Quarteirão 06, casa n.º 111, City of Maputo;

9. **Sidónio Siteo**, Mozambican, married, 47 years old, born on June 26, 1971, native of Maputo, businessman, son of Júlio Siteo and Glória Mazive, resident on the date of arrest at Bairro Triunfo, Rua do Jambire, n.º 15, City of Maputo;
10. **Crimildo Jossias Manjate**, Mozambican, single, 38 years old, born on December 15, 1980, native of Maputo, contractor, son of Jossias Agostinho Manjate and Argentina Xavier Tamele, resident at Bairro Malhampsene, Quarteirão n.º 4, talhão n.º 147, City of Matola, Province of Maputo;
11. **Mbanda Anabela Duque Henning**, Mozambican, married, 43 years old, born on November 19, 1975, native of Maputo, auditor, daughter of Diniz Naftal Buque and Nélia Elias Machaule, resident on Rua da Malhangalene, n.º 108, City of Maputo;
12. **Khessaujee Ishwardas Pulchand**, Mozambican, single, 37 years old, born on October 19, 1981, native of Maputo, engineer, son of Ishwardas Pulchand Rajpara and Leontina Gilda Pedro Barros, resident at Bairro Djuba, near Complexo 1001 Festas, District of Boane, Province of Maputo, with professional domicile at the Incopal company, Rua do Comércio, Talhão 13/A, Machava, Province of Maputo;
13. **Simione Jaime Mahumane**, Mozambican, single, 46 years old, born on November 25, 1971, native of Maputo, clerk, son of Jaime Mungone Mahumane and Feliciano Maluzene Massinga, with professional domicile at the Africâmbios company, Avenida 25 de Setembro, resident at Bairro Magoanine, Quarteirão n.º 14, casa n.º 21, in the City of Maputo, and may also

be found at Bairro Ndlavela Quarteirão n.º 6, Célula 8, near the Escola Primaria Completa Samora Machel [Samora Machel Elementary School], Province of Maputo;

- 14. Naimo José Quimbine**, Mozambican, single, 39 years old, born on May 6, 1979, native of Inhambane, courier, son of José Quimbine and Fátima Juma Abdula, with professional domicile at the Africâmbios company, Avenida 25 de Setembro, resident at Bairro Luís Cabral, Quarteirão n.º 39, casa n.º 138, behind Instituto Superior Dom Bosco [Dom Bosco Higher Institute], in the City of Maputo;
- 15. Sérgio Alberto Namburete**, Mozambican, married, 58 years old, born on July 20, 1960, native of Maputo, businessman, son of Alberto Namburete and Adelina Macanana Tembe, resident on the date of arrest at Bairro da Coop, Rua da Resistência, n.º 1841, 2º andar A, direito, City of Maputo;
- 16. Marcia Amélia Bioso de Caifaz Namburete**, Mozambican, married, 47 years old, born on May 14, 1971, native of Maxixe, Province of Inhambane, daughter of Fernando Vicente Caifaz and Olga José Bioso, resident on Rua da Resistência, n.º 1841, 2º andar, direito, City of Maputo;
- 17. Maria Inês Moiane Dove**, Mozambican, married, 50 years old, born on December 12, 1969, native of Maputo, secretary, daughter of Milagre Horácio Moiane and Victoria Cossa, resident on the date of arrest at Bairro Triunfo, Rua das Palmeiras, n.º 480, City of Maputo;
- 18. Elias Moiane**, Mozambican, single, 41 years old, born on March 7, 1978, native of Maputo, son of Milagre Horácio Moiane and Victoria Cossa, resident at Bairro Polana Cimento, Avenida Salvador Allende, n.º 366, 5º andar, flat 10, City of Maputo;

19. Manuel Renato Matusse, Mozambican, married, 61 years old, born on January 2, 1958, native of Chibuto, Province of Gaza, son of Manuel Matusse and Maria Celeste Mandlate, resident on Rua das Rosas n.º 54, Bairro Sommerchild, City of Maputo;

20. Zulficar Ali Esmail Ahmad, Mozambican, single, 46 years old, born on June 7, 1972, native of Buzi, Province of Sofala, merchant, son of Esmail Ahmad and Amina Mussa Akuji, resident at Avenida Mao Tsé Tung, n.º 36, 1º andar, Polana Cimento, and may also be located on Avenida Kahora Bassa, n.º 228, City of Maputo.

The case files indicate to a sufficient degree that:

A. The relationship between the defendants and other relevant individuals

1.

The defendant Gregório Leão José, also known as Barros, is an official of the Intelligence and Security Service of the State, SISE, and, on the date of the facts, carried out the duties as General Director of SISE, since May 26, 2005, ceasing his duties on January 30, 2017.

2.

The defendant António Carlos do Rosário is an official of the Intelligence and Security Service of the State since May 3, 1999, and carried out, among other duties, the position as National Director for International Affairs in the Analysis Division, from June 8, 2006 to June 19, 2015, and also held the position as National Economic Intelligence Director, from June 22, 2016 to June 13, 2018.

3.

On the date of arrest, defendant António Carlos do Rosário carried out the duties of President of the Board of Directors of the companies ProÍndicus, SA, Ematum – Empresa Moçambicana de Atum, SA and MAM – Mozambique Asset Management, SA.

4.

The defendant Cipriano Sisínio Mutota, also known as Rosário Mutota, is an Official of the Intelligence and Security Service of the State since November 19, 1991, and also carried out other duties, holding the position as Director of the Studies and Projects Bureau between 2007 and 2014.

5.

The defendant Ângela Diniz Buque Leão is the wife of defendant Gregório Leão José and partner of the defendant Cipriano Sisínio Mutota in the company named MULEPE, Lda.

6.

The defendants Gregório Leão José, António Carlos do Rosário and Ângela Diniz Buque Leão are partners in a company named Juciro International, Lda (pgs. 9031 to 9051, Vol. XXXVIII).

7.

The defendant Cipriano Sisínio Mutota is friends with Joe M. Mokgokong and Solly Shoke, both natives of and residents in the South Africa Republic, whereas the latter was the Chief of Staff of the Armed Forces of that country.

8.

In turn, the citizen Solly Shoke is an acquaintance of the South African citizen Batsetsane Thlokoane, representative of the company Abu Dhabi Mar LLC of the Prinvest Group in the South Africa Republic.

9.

The defendant Mbanda Anabela Buque Henning is the defendant Ângela Diniz Buque Leão's sister.

10.

The defendant Fabião Salvador Mabunda is partner at the company M. Moçambique Construções, Lda. and contractor of the couple Gregório Leão José and Ângela Leão, as well as the contractor of the latter's sister, Mbanda Henning.

11.

In turn, Khessaujee Ishwardas Pulchand has been friends with defendant Fabião Salvador Mabunda since they were in the school of engineering and is the coworker, on the date of the facts, of defendants Naimo José Quimbine and Simone Jaime Mahumane, at the Africâmbios company.

12.

Likewise, the defendants Crimildo Jossias Manjate and Sidónio Siteo are contractors of the defendant Ângela Diniz Buque Leão.

13.

In turn, the defendants Teófilo Francisco Pedro Nhangumele and Cipriano Sisínio Mutota are longtime friends, particularly since the time that they attended the Instituto Superior de Relações Internacionais [Higher Institute of International Relations].

14.

On the date of the facts, Teófilo Francisco Pedro Nhangumele, representing the company *Conference Communications* and Cipriano Sisínio Mutota, representing the company MULEPE, shared the same office, at Avenida Eduardo Mondlane, in front of the Arcebispado de Maputo [Roman Catholic Archdiocese of Maputo] (pgs. 7323, Vol. XXXI and pgs. 8842 Vol. XXXVII).

15.

The defendant Armando Ndambi Guebuza is son of the Head of State at the time, Armando Emílio Gubuzá and friend and partner of defendant Bruno Evans Tandane Langa at the Mobimóveis, Lda. company (pgs. 8126, Vol. XXXIV).

16.

On the date of the facts, the defendant Manuel Renato Matusse was Political Advisor of the President of the Republic at the time, Armando Emílio Guebuza, and met the citizen, Jean Boustany, while in that position.

17.

The defendant Sérgio Alberto Namburete is the sole partner and owner of the company SEN – Consultoria e Investimentos EI, created in 2014 and is married to the defendant Márcia Amélia Biosse de Caifaz Namburete, employee of the Portos e Caminhos de Ferro de Moçambique [Mozambique Ports and Railways] company.

18.

The defendant Maria Inês Moiane Dove was the private secretary of the President of the Republic at the time, Armando Emílio Guebuza, from 2005-2014 and is friends with the defendant Sérgio Alberto Namburete.

19.

The defendant Elias Moiane is defendant Maria Inês Moiane Dove's brother.

B. Privinvest Group

20.

Privinvest Group is a holding comprised by the companies: Privinvest Shipbuilding SAL Sucursal de Abu Dhabi, Abu Dhabi Mar LLC, Privinvest Shipbuilding Investments LLC, Logistic International Investments SAL (offshore), Logistics International Investments and Palomar Capital Advisors, Ltd.

21.

Privinvest Group is headquartered in Abu Dhabi, United Arab Emirates and its Administrator is Jean Boustany, a Lebanese citizen.

22.

According to the company's website, Privinvest Group is described as one of the largest worldwide construction groups of ships, fuel cell submarines, mega – yachts, offshore construction and related services.

C. Context for the creation of the Mozambique Exclusive Economic Zone Protection Project

23.

Within the scope of the gas prospecting work in the Rovuma Basin, developed by companies ENI and Anadarko, as well as by Kenmare, a company responsible for the exploration of heavy mineral sands in the Larde District (former Moma District), in the Province of Nampula, and other companies connected to petroleum and gas, the Defense and Security Forces (FDS), particularly the Navy, provided protection, based on a logistical support memorandum, in light of which those companies paid certain amounts to the Defense and Security Forces solely for logistical support (pgs. 4790 to 4794, Vol. XXI).

24.

The protection services provided by the Mozambican government by means of the Defense and Security Forces could not be compensated for through a commercial model, and in return those companies could contract private security services, which were essentially provided by foreign companies at very high prices (pgs. 4790 to 4794, Vol. XXI).

25.

In parallel, after the studies carried out by the Intelligence and Security Service of the State (SISE), between the end of 2010 and 2011, threats and concerning phenomena were identified, which demanded better organization and preparation of the defense of national security, namely piracy along the Mozambican coast, drug trafficking and illegal immigration, characterized by transferring citizens from Somalia, Ethiopia, among others, from one ship to another on the high seas, which were, subsequently, transported on small ships (pgs. 589 to 594 – Vol. IV).

26.

These concerns were analyzed by the Joint Command of the Defense and Security Forces (CCFDS), an agency that, under the direction of the President of the Republic, as Commander-in-Chief, comprises the Minister of National Defense and the Minister for

Internal Affairs, the General Director of SISE, the Chief of Defense, the Commander General of the Police of the Republic of Mozambique and other staff members.

27.

That agency decided that studies should be initiated with the aim of identifying proposals for solutions that would reconcile the two components, business and defense and security, under the guidance and coordination of SISE.

28.

In turn, within SISE, the General Director, defendant herein, Gregório Leão José, entrusted the National Director for International Affairs in the Analysis Division, co-defendant, António Carlos do Rosário, with the task of conducting the studies in question.

29.

At the time, co-defendant Cipriano Sisínio Mutota held the position as SISE Director of the Studies and Projects Bureau, while at the same time, he was partner and manager of a company called MULEPE, Lda., together with Esculápio Luciano and co-defendant Ângela Diniz Buque Leão, sharing the same office with a company named Conference Communications, dedicated to translation and interpretation of English into Portuguese, [*sic*] and vice-verse, represented by his friend and co-defendant Teófilo Francisco Pedro Nhangumele (pgs. 8842 to 8850, Vol. XXXVII and pgs. 8955, Vol. XXXVIII).

30.

On an unspecified day in 2011, the defendant Cipriano Sisínio Mutota received a call from his friend, Joe Mokgokong, resident of the South Africa Republic, stating that there was a subject that needed to be addressed in person, and the defendant invited him to travel to Maputo to have said conversation.

31.

Next, Joe Mokgokong traveled to Maputo, where he met Cipriano Sisínio Mutota at Restaurante Sagres, on Avenida da Marginal.

During the meeting, Joe said that there were some businessmen interested in providing an Exclusive Economic Zone Protection Program to Mozambique, which included sea patrolling, radar installation, as well as patrolling by air (pgs. 8842 to 8850, Vol. XXXVII).

32.

In response, Cipriano Sisínio Mutota recommended that such businessmen travel to Maputo to present their proposal.

33.

Accordingly, a woman named Batsetsane Thlokoane, who introduced herself as representative of the Abu Dhabi Mar company, which is part of the Privinvest Shipbuilding Group, traveled to Maputo from the South Africa Republic, with the aim of meeting with Cipriano Mutota, at Hotel Términus (pgs. 7323 to 7342, Vol. XXXI and 8842 to 8850, Vol. XXXVII).

34.

Cipriano Mutota went to the meeting with his friend, Teófilo Francisco Pedro Nhangumele, during which Batsetsane Thlokoane presented the competences of the Abu Dhabi Mar company to submit a proposal for an Exclusive Economic Zone Protection Project of Mozambique which, in her understanding, could tackle the challenges identified by the SISE.

35.

After the presentation, the defendant Cipriano Mutota committed to deliver the document illustrating the competences of the Privinvest Group, left by Batsetsane Thlokoane left, to his boss, the General Director of SISE, defendant Gregório Leão José who, in turn, would take it for the assessment of the Head of State at the time, Armando Emílio Guebuza.

36.

Upon receiving the documents, the General Director of SISE, found that the proposal presented by Cipriano Mutota essentially coincided with a proposal

previously presented by António do Rosário (pgs. 8009 to 8015, Vol. XXXIV and pgs. 8842 to 8850, Vol. XXXVII).

37.

After Cipriano Mutota delivered the document to the General Director of SISE, a few months went by without any response from the Mozambican authorities and in the meantime, the representatives of the Prinvest Group insisted on requesting a response.

D. Involvement of Teófilo Francisco Pedro Nhangumele, Bruno Evans Tandane Langa and Armando Ndambi Guebuza

38.

In view of the delay in the response from the authorities, and considering that the decision to proceed with the project was dependent upon authorization from the Head of State, on September 3, 2011 Teófilo Francisco Pedro Nhangumele decided to call his acquaintance, defendant Bruno Evans Tandane Langa, who is partner and friend of Armando Ndambi Guebuza, son of the President of the Republic, on the date of the facts, to request an “*urgent meeting on that same day, to be held at the Hotel Southern Sun, with some foreign investors that needed assistance*” (pgs. 7323 to 7342, Vol. XXXI and 7707 to 7722, Vol. XXXII).

39.

The requested meeting did not take place on the date in question, as it coincided with the opening of the African Games and there was heavy traffic in the City of Maputo, which made it difficult for Bruno Langa to travel to the set location on time.

40.

The meeting between Teófilo Nhangumele and Bruno Langa ended up taking place at another time, during which he asked Bruno Langa to intervene through his friend, Armando Ndambi Guebuza, in order for a copy of the document that he had been left by the representative of the Prinvest Group, Batsetsane Thlokoane, to be delivered to the Head of State.

41.

Agreeing, defendant Bruno Langa contacted his friend, Armando Ndambi Guebuza, in order to carry out the request made by Teófilo Nhangumele.

42.

Meanwhile, Armando Ndambi Guebuza said that he was reluctant to speak with his father, alleging that many businessmen had proceeded in the same way, but always without success.

43.

Armando Ndambi Guebuza demanded that he be given a guarantee that money would be paid by the interested company, as a condition for the Privinvest Group proposal to be delivered to his father.

44.

The defendant Bruno Langa shared the position of defendant Armando Ndambi Guebuza with co-defendant Teófilo Nhangumele, who, in turn, presented Jean Boustany with the condition imposed, for due assessment by the latter.

45.

In response, Jean Boustany sent communication to Armando Ndambi Guebuza that the Privinvest Group was willing to pay the kickback as he demanded (pgs. 7710, Vol. XXXII).

46.

Approximately three weeks after Bruno Langa delivered the documents to defendant Armando Ndambi Guebuza, Ndambi called Bruno Langa, saying that his father told him that Mozambique was interested in the project and that it would be approved, leaving the implementation work in the hands of the SISE.

47.

The preparation process of the Exclusive Economic Zone Protection Project of Mozambique followed, with defendants Teófilo Nhangumele, António Carlos do Rosário and Cipriano Mutota holding

various internal meetings aimed at consulting and collection of grants with representatives of several relevant government agencies and institutions, such as the Ministries of Finance, National Defense, Internal Affairs, Transportation and Communication, Fisheries, SISE, among others (pgs. 7370, etc. seq., Vol. XXXI).

48.

While the consultations took place on an internal level, defendant Teófilo Nhangumele regularly communicated with representatives of the Privinvest Group, both by email and by telephone, in order to define essential aspects of the project proposal and conditions for its viability.

49.

After coordinating with co-defendant Cipriano Mutota and in line with the condition imposed by defendant Armando Ndambi Guebuza, defendant Teófilo Nhangumele exchanged *emails* with Jean Boustany agreeing that the Privinvest Group should reserve USD 50,000,000.00 (fifty million United States Dollars) so that he could, in his words, “*massage the system,*” referring to the payment of kickbacks in order to allow for greater flexibility from Mozambique (pgs. 7328 and pgs. 7337, Vol. XXXI).

50.

Besides the consulting meetings held in Mozambique and the *emails* exchanged, travel to the headquarters and branches of the Privinvest Group had to be made for awareness, alignment and assessment of the actual competences of that company.

51.

In order to closely monitor the development of the process and, above all, have the guarantee that the promised payment agreed upon would be carried out, defendant Armando Ndambi Guebuza required that he be included in the travel, along with his friend, co-defendant Bruno Langa.

52.

Thus, co-defendants Armando Ndambi Guebuza and Bruno Langa were part of a delegation, which traveled from Maputo to Kie - Germany, from December 19 to 21, 2011,

where some shipyards of the Nobiskrug GmbH, a company linked to the Privinvest Group, were located, whereby the visitors were treated as representatives of the potential client (pgs. 8997 to 9006 – Vol. XXXVIII).

53.

The delegation in question was made up of the defendants Teófilo Nhangumele and António Carlos do Rosário, along with the two friends, and had the aim of what they called “*self-verification with the aim of assessing the identity and actual competences of this potential supplier*” (pgs. 8997 to 9006 – Vol. XXXVIII).

54.

Still representing Mozambique, the four co-defendants, Armando, Teófilo, Bruno and António do Rosário travelled to Abu Dhabi on January 16 to 21, 2012, where they visited the Privinvest Group shipyards (pgs. 7529 to 7536, Vol. XXXI).

55.

During the visit to Abu Dhabi, the defendants took advantage to discuss the amounts that each one would receive and a price fixing agreement was reiterated in the total amount of USD 50,000,000.00 (fifty million dollars, distributed in the following manner: USD 8,500,000.00 (eight million five hundred thousand United States Dollars) to defendant Bruno Langa and USD 33,000,000.00 (thirty three million United States Dollars) to defendant Armando Ndambi Guebuza) (pgs. 7707 to 7722, Vol. XXXII).

56.

It was also agreed upon that the amount to be received by the three should later be divided by other intervening parties, such as defendants Cipriano Sisínio Mutota, António Carlos do Rosário and others to be identified by the latter two.

57.

In order to justify the amounts to be received, the Privinvest Group, through Jean Boustany and the three co-defendants, Teófilo, Bruno and Ndambi, forged the alleged Consultancy and Services Agreement dated

January 20, 2012, to be governed by the laws of Lebanon, one signed jointly by Teófilo Nhangumele and Bruno Langa and the other signed alone by Armando Ndambi Guebuza (pgs. 7536 to 7542, 7697 to 7703 and 7811 to 7817).

58.

According to the contracts, the suspects would allegedly provide consulting, marketing and similar services, public relations, commercial support, legal, administrative, financial and technical services, exclusively to Prinvest Shipbuilding SAL (Holding) for a period of 18 months from the date of its signature, January 20, 2012.

59.

The purported compensation for the alleged contract was set at a maximum of USD 17,000,000.00 (seventeen million United States Dollars), with 8,500,000.00 (eight million five hundred thousand United States Dollars) to each one.

60.

In August 2012, the three co-defendants, Armando Ndambi Guebuza, Teófilo Nhangumele and Bruno Langa travelled to Abu Dhabi again, where they met with Jean Boustany to demand the amounts, whereas Jean Boustany stated that the payments to the defendants would only take place after Prinvest Shipbuilding received payment from Credit Suisse Bank of the amount related to the loan contracted by ProÍndicus with that bank [sic] institution.

61.

Thus, Jean Boustany and the defendants agreed that the kickback amounts to be paid would be deducted from the amount to be [sic] sent to Prinvest Shipbuilding allocated for the implementation of the supply contract concluded between the latter and ProÍndicus.

62.

In order to receive the amounts agreed upon, in addition to contracts for alleged consulting, the defendants had to open bank accounts in Abu Dhabi.

63.

In order to be able to open the Abu Dhabi accounts, the defendants were demanded to have and present documents attesting to their alleged employment relationship with the Privinvest Group.

64.

Therefore, with the support of Jean Bosuany:

- The defendant Teófilo Francisco Pedro Nhangumele was given the residency visa attached on pgs. 7544, where it is stated that he works for the Logistics International SAL Off Shore – Abu Dhabi company, in the position as petroleum mechanical engineer, being given the document pertaining to proof of employment on pgs. 7545, Vol. XXXI;
- The defendant Bruno Evans Tandane Langa was given the work visa attached on pgs. 7820, where he is referred to as diesel mechanical engineer of the Logistics International SAL Off Shore – Abu Dhabi company; he was given the work card attached on pgs. 7821 and the health insurance card attached on pgs. 7822, Vol. XXXIII;
- The defendant Armando Ndambi Guebuza was given the work visa attached on pgs. 8159, where it is stated that he works for the Logistics International SAL Off Shore – Abu Dhabi company, in the position as Hydraulic Mechanic, being given the work card attached on pgs. 8160 and the health insurance card attached on pgs. 8161, Vol. XXXV.

65.

Therefore, the three defendants proceeded to open bank accounts, with Bruno Langa and Teófilo Nhangumele doing so in First Gulf Bank of Abu Dhabi, while Armando Ndambi Guebuza opting for National Bank of Abu Dhabi.

66.

In order to enable the kickback payments arranged with the defendants, on January 23, 2013, Privinvest Shipbuilding issued a permanent order, to the attention of the manager of the First Gulf Bank, Mr. Nauman Nazir, instructing the bank that, after receipt of the minimum amount of USD 317,000,000.00 pertaining to the contract between Privinvest and ProÍndicus, payments should be made to each of the defendants according to the followings terms: (pgs. 7542 to 7543 Vol. XXXI; pgs. 7818 to 7819, Vol. XXXIII and pgs. 9491 to 9495, Vol. XL).

- Immediately, USD 5,100,000.00 (five million one hundred thousand United States Dollars), corresponding to 60% of the total set for each of them;
- Three months later, USD 1,700,000.00 (one million seven hundred thousand United States Dollars), corresponding to 20% of the amount set for each of them;
- Six months later, USD 1,700,000.00 (one million seven hundred thousand United States Dollars), corresponding to 20% of the amount set for each of them.

67.

An order of the same kind was given to the bank where Armando Ndambi Guebuza opened his bank account, instructing the bank in question to carry out payments in the same proportion, that is, with the first installment corresponding to 60% of the total amount to be received, and the other two installments corresponding to 20% each (pgs. 7707 to 7722, Vol. XXXII).

68.

In fact, on March 21, 2013, Credit Suisse transferred USD 327,900,000.00 (three hundred twenty seven million nine hundred thousand United States Dollars) to the account of Privinvest Shipbuilding held in First Gulf Bank, in the scope of the supply contract signed between that company and ProÍndicus, SA. (Reference Document : 2013-03-21 – SWIFT Privinvest USD 327.9 million – Attachment of Kroll’s Report).

69.

Complying with the order received, on March 25, 2013, First Gulf Bank transferred the amount of USD 5,100,000.00 (five million one hundred thousand United States Dollars) to account no. 1091001616582023, held by defendant Bruno Langa, and, on the same date, transferred an equal amount to account no. 1091001616581022, held by defendant Teófilo Nhangumele (pgs. 8175 to 8177, Vol. XXXV).

70.

The defendants Bruno and Armando were in Abu Dhabi on the date of transfer of the first installment, while defendant Teófilo did not travel with them on that occasion, as he was already working at the Petro, SA company.

71.

Additionally, complying with the order received, the remaining amounts were paid to the defendants in the following 3 to 6 months.

72.

Part of the amounts received by the defendants were used to pay for residential property, as well as several goods and services, namely:

a) Use of the amounts received by Bruna Langa

73.

In 2013 defendant Bruno Evans Tandane Langa purchased, from an individual named Vasco Nhandamo, a property, type 3, located on Avenida Joaquim Chissano, n.º 94, on the 6th floor, right, in the City of Maputo for the price of USD 220,000.00 (two hundred twenty thousand United States Dollars) (pgs. 7791, Vol. XXXIII).

74.

In order to remain under the radar of the Mozambican financial system regarding the origin of the money, the defendant traveled to Abu Dhabi, at least 3 times, where he proceeded to withdraw the amounts at his bank, through multiple withdrawals,

in cash, to pay the seller (pgs. 7707 to 7722, Vol. XXXII).

75.

Currently, the property is leased to a citizen named Maximino de Oliveira, with a monthly rent of 45,000.00 (forty-five thousand Meticaïs), which is deposited in account no. 243270810001, held by defendant Bruno in Moza Banco [Moza Bank].

76.

He purchased a three-story property, type 4, located at Rua o Palmar n.º 1, Bairro Costa do Sol, City of Maputo, at the price of USD 1,500,000.00 (one million five hundred thousand United States Dollars) from a Portuguese citizen named Ernesto Amaral Fonseca (pgs. 7792, Vol. XXXII).

77.

Using the HAWALA system, and in order to not call the attention of the Mozambican financial system regarding the origin of the amount, instead of transferring the purchase amount directly from his Abu Dhabi account to the seller's account in Millennium BIM, in Mozambique, the defendant transferred USD 200,000.00 (two hundred thousand United States Dollars) from his Abu Dhabi account to a currency exchange office in Dubai, named Al Zarooni Exchange, on May 6, 2013 (pgs. 7999, Vol. XXXIII).

78.

The Dubai currency exchange office identified above instructed another currency exchange office in Mozambique (Africâmbio) to deposit the corresponding amount into the account held by the defendant at BCI, in the amount of 7,000,000.00 MT (seven million Meticaïs).

79.

In turn, the defendant transferred those 7,000,000.00 MT (seven million Meticaïs) from his account at BCI to the account held by Ernesto Amaral Fonseca at Millennium BIM, with the remaining amount pertaining to the payment of the property, in the amount of USD 1,300,000.00 (one million three hundred thousand United States Dollars) being paid through

wire transfers from his account in Abu Dhabi to the account of Ernesto Fonseca in Portugal (pgs. 8003, Vol. XXXIII).

80.

This property was leased to an individual named Sidney Walubuka Wafula, employee of British Tobacco, from August 27, 2015 to 2018, for the monthly rental amount of 400,000.00 MT, equivalent to USD 8,000.00 (eight thousand dollars) paid to account no. 1256306671004 held by the defendant at Standard Bank (pgs. 7707 to 7722 – Vol. XXXII and 8226 to 8234, Vol. XXXV).

81.

Since March 21, 2018 the property in question has been leased to a Portuguese citizen named Paulo Miguel Pinheiro da Silva Ferreira, Chairman of the Executive Board of FNB bank, at a monthly rent of 350,000.00 MT (three hundred fifty thousand Meticaïs), which is paid by means of bank deposits in account no. 3863069410001, held by the defendant at FNB bank, and in account no. 01256306671004, held by the defendant at Standard Bank (pgs. 9131 to 9134, Vol. XXXIX and pgs. 7707 to 7722 Vol. XXXII).

82.

In August 2013, the defendant, Bruno Langa, purchased, also from Ernesto Amaral Fonseca, a beach house, type 9, on the Chizavane beach, Province of Gaza, at the price of USD 350,000 (three hundred fifty thousand United States Dollars), paid through wire transfers from his account in Abu Dhabi to the *[sic]* purchaser's account in Portugal (pgs. 7707 to 7722, Vol. XXXII).

83.

After Easter of 2014, the defendant sold the same property to the previous owner, Ernesto Fonseca, at the price corresponding to USD 300,000.00 (three hundred thousand United States Dollars), with the former being paid 9,000,000.00 MT (nine million Meticaïs) through wire transfer to his account at BCI.

84.

In reality, the defendant, Bruno Langa, never intended to incorporate the Chizavane Beach property, purchased from Ernesto Fonseca, into his permanent assets. His real intention was to arrange a way of bringing part of the amounts held in his Abu Dhabi account to Mozambique by purchasing the property in question to, later, sell it back to the former owner, thus being able to recover part of the amount of the disguised purchase previously carried out.

85.

The defendant, Bruno Langa, purchased an apartment, type 4, from ATA Construções, located in the City of Matola, in Condomínio Garden Park Village, building no. 55, 4th floor, flat 10, at the price of USD 500,000.00 (five hundred thousand United States Dollars) and the apartment is still registered under the seller's name (pgs. 7793 and 7979 – Vol XXXII).

86.

The defendant purchased an apartment, type 4, located in the City of Matola, in Condomínio Garden Park Village, building no. 55, 4th floor, flat 9, at the price of USD 500,000.00 (five hundred thousand United States Dollars).

87.

In order to pay for the apartments in Condomínio Garden Park Village, building no. 55, on March 28, 2014, the defendant issued a transfer order in the amount of USD 1,000,000.00 (one million United States Dollars) from his account at First Gulf Bank to the seller's account at Kuveyt Turk Katilim Bankasi A.S. bank, in Turkey (pgs. 7979 – Vol. XXXIII and pgs. 8175 – Vol. XXXV).

88.

Later, on January 16, 2017, the defendant sold the apartment in building no. 55, 4th floor, flat 9, at the total price of 25,000,000.00 MT (twenty-five million Meticaïs) payable in United States Dollars and Meticaïs, respectively, in the amounts of USD 230,000.00 (two hundred thirty thousand United States Dollars) and 8,000,000.00 MT (eight million Meticaïs) to a citizen identified as Elsa Mário Bila Guilamba (pgs. 7707 to 7722, Vol. XXXII and 7972 to 7976, Vol. XXXIII).

89.

Once again, the defendant had no intention of incorporating the flat 9 apartment into his permanent assets. The purchase of that flat, with its corresponding payment in Turkey, represented a conversion of part of the amount held by the defendant in his Abu Dhabi account into a property, which was later once again reconverted into money received in Mozambique.

90.

On October 13, 2013, the defendant, Bruno Langa, purchased a property, type 3, from the real estate company REMAX – Lifestyle Estates – Nelspruit & Surrounds, located in the South Africa Republic, at the address 36 Summer Sands Riverside Park Mbombela, Nelspruit, at the price of ZAR. [sic] 1,350.000.00 (one million three hundred fifty thousand Rands) (pgs. 7980 to 7988, Vol. XXXIII).

91.

In 2014, the defendant, Bruno Langa, purchased 845 cattle units, braman type, in three installments, in the South Africa Republic in Rands at the price corresponding to a total of USD 1,000,000.00 (one million United States Dollars); 290 units were purchased in the first installment, 275 units in the second installment and 280 units in the third installment (pgs. 7707 to 7722, Vol. XXXII).

92.

The payment pertaining to those 845 cattle units was carried out by means of bank transfers from his Abu Dhabi account to the accounts of the sellers.

93.

All 845 cattle units are on a farmyard belonging to the defendant in the Municipality of Panjane, District of Magude, Province of Maputo.

94.

The 290 cattle units of the first installment were purchased from a person named Bernard Skippers, in the Ermelo area, at the approximate price of ZAR 3,600,000.00 (three million six hundred thousand Rands).

95.

The 275 cattle units of the second installment were purchased at the approximate price of ZAR 2,500,000.00 (two million five hundred thousand Rands) from a person named Richard Spear, in the Malelane area.

96.

The 280 cattle units of the third installment were also purchased from Bernard Skippers at the price of ZAR 3,400,000.00 (three million four hundred thousand Rands).

97.

The defendant acquired a villa, type 4, in the South Africa Republic, at the address 1906 Dainfern Valley Augustus Way, Johannesburg, at the price of 1,100,000.00 (one million one hundred thousand United States Dollars) through a real estate company identified as Pam Golding.

98.

In order to pay for this property, Bruno Langa transferred the corresponding amount from his First Gulf Bank account, in Abu Dhabi, to account no. 071364504, held at Standard Bank - RSA by the real estate company Pam Golding (pgs. 7977 – Vol. XXXIII).

99.

The defendant also paid an amount of ZAR 4,000,000.00 (four million Rands) to a South African citizen named Nick Delacovias, from the Delacovias Interiors company, pertaining to the remodeling and decoration of the defendant's property located at address 1906 Dainfern Valley Augustus Way, Johannesburg.

100.

Later, in July 2017, the defendant sold property no. 1906 Dainfern Valley Augustus Way, Johannesburg, using the same real estate company, namely, Pam Golding, at the price of ZAR 12,500,000.00 (twelve million five hundred thousand Rands), which he received by means of wire transfer to his account at Standard Bank in South Africa, at the Malelane agency.

101.

On April 30, 2014, Bruno Langa bought a tractor of the Massey Ferguson [sic] brand, model MF 290, chassis no. ABYMF290XEI4WWD048, at the Toyota dealer in Malelane, Republic of South Africa, for the price of ZAR 300,000.00 (three hundred thousand rand) (p. 7998 – Vol. XXXIII).

102.

He also acquired, in the Republic of South Africa, a tractor of the Massey Ferguson [sic] brand, model MF 290, for the price of ZAR 520,000.00 (five hundred twenty thousand rand), which is on his property in the Panjane location, district of Magude, province of Maputo, referenced above.

103.

He acquired a baler machine, for the price of ZAR 350,000.00 (three hundred fifty thousand rand).

104.

He built a property, type 2, on his estate, in the Panjane location, district of Magude, province of Maputo, for the price of approximately MT 750,000.00 (seven hundred fifty thousand meticais);

105.

He closed off part of the same estate, a space of about 5000 hectares in Panjane, the cost of which was budgeted at approximately ZAR 700,000 (seven hundred thousand rand).

106.

On March 26, 2013, he bought a Ferrari brand vehicle, motor no. F140EB190324, at the Viglietti Motors (PTY) Ltd dealer, located in the

Republic of South Africa, for the price of USD 470,000.00 (four hundred seventy thousand United States dollars) equivalent to ZAR 4,055,500.00 (four million fifty five thousand rand) (p. 7989 to 7991, Vol. XXXIII).

107.

The defendant turned around and sold the Ferrari vehicle to the same dealer for the price of ZAR 3,500,000 (three million five hundred thousand rand) (p. 7989 to 7991, Vol. XXXIII).

108.

With the money resulting from the resale of the Ferrari vehicle, the defendant bought a truck, of the Nissan brand, UD 390, registration AFI – 015-MP, chassis no. ADDT3100000000192, motor no. GE13334916B, acquired for ZAR 750,000.00 (seven hundred fifty thousand rand) (p. 7707 to 7722 – Vol. XXXII and p. 7994–5 – Vol. XXXIII).

109.

Also with the money resulting from the resale of the Ferrari vehicle, the defendant bought a truck of the Nissan brand, UD 440, registration AFT – 651-MP, chassis no. ADDT3200000021631, motor no. GZ13337607D, bought for ZAR 800,000.00 (eight hundred thousand rand) (p. 7707 to 7722 – Vol. XXXII and p. 7996–7 – Vol. XXXIII).

110.

On September 30, 2014, he acquired a JCB backhoe, which is in Mulotane, district of Boane, and a JCB bulldozer, which is on the defendant's property in Magude, on his estate in Panjane, for the total price of USD 71,000.00 (seventy one thousand United States dollars), from the company Shanghai Yayi Machinery, Ltd, from the People's Republic of China (p. 7707 to 7722, Vol. XXXII and p. 7993 Vol. XXXIII).

111.

In addition to the acquisitions set out above, Bruno Langa transferred from his bank account domiciled in the First Gulf Bank of the United Arab Emirates, the total sum of

USD \$180,835.00 (one hundred eighty thousand eight hundred thirty five United States dollars) to his BCI account with NIB no. 000800001955743210277, distributed as follows:

- On June 13, 2014, he transferred USD 50,000.00;
- On August 22, 2014, he transferred USD 41,000.00;
- On January 1, 2014, he transferred USD 40,000.00;
- On November 19, 2014, he transferred USD 50,000.00.

112.

On September 3, 2013, the defendant Bruno Langa transferred from his bank account domiciled at the First Gulf Bank in the United Arab Emirates, to the account of his sister Katia Jemina Tandane Langa, USD 25,000.00 (twenty five thousand United States dollars).

113.

On October 29, 2016, the defendant another USD 75,000.00 (seventy five thousand United States dollars) to the account of his [sic] Erica Adélia Tandane Langa Manhiça, domiciled in Barclays Bank, to pay a debt that she had with that bank institution, from a credit for residing in a property located in Bairro do Fomento, Rua perpendicular à Rua da Aviação no. 74, city of Matola (p. 7790 – Vol. XXXII).

114.

He also applied the sum in his account in Abu Dhabi to various leisure trips to France, Spain, Italy, Portugal, Greece, among other countries, and a three-month trip to India for hospital treatment.

115.

In order to not call attention in the Mozambican financial system, the defendant did not transfer significant amounts from his account domiciled in Abu Dhabi to his accounts domiciled in Mozambique, settling for transferring the amounts to other

countries such as Portugal, Turkey and South Africa to purchase real estate located in Mozambique.

116.

Also to conceal ownership of the properties purchased with sums received from the Prinvest Group, the defendant did not record them in his name, leaving them in the name of the seller.

b) Use of sums received by the defendant Teófilo Nhangumele

117.

Of the USD 8,500,000.00 (eight million five hundred thousand United States dollars received, as a bribe, in part, the defendant Teófilo Nhangumele spent them as follows:

118.

From ATA Construções, Lda., by transfers ordered from his account domiciled with the First Gulf Bank in Abu Dhabi, to the seller's bank account domiciled with the bank Kuvveyt Turk Katilim Bankasi A.S., in the name of Merdil Tekstil Elektronik Ic Ve Dis Ticaret San Ve, the defendant bought two properties located at Avenida Samora Machel no. 125 – Matola city, namely:

- House no. 48 in the condominium Garden Park Village, for the price of USD 650,000.00 (six hundred fifty thousand United States dollars) (p. 7584 – Vol. XXXI) and
- House no. 6 in the condominium Garden Park Premium, for the price of USD 900,000.00 (nine hundred thousand United States dollars) (p. 7323 – Vol. XXXI).

119.

From the company Paraíso de Férias, Lda, the defendant bought a type 3 property, located at Avenida Eduardo Mondlane, Deco Residence building, 15º andar, no. 32, for the price of USD 380,000.00 (three hundred eighty thousand United States dollars) (p. 7323 to 7342 and p. 7586 to 7597 – Vol. XXXI).

120.

The purchase price of this property was transferred from the defendant's account, domiciled at the First Gulf Bank in Abu Dhabi, to account no. 3735359, domiciled with Bank Asya, in Turkey, owned by Decotek, Ltd (p. 7588 – Vol. XXXI).

121.

On February 16, 2014, the defendant Teófilo Nhangumele acquired from Maputo Plaza, Lda., through the real estate company MARABIL, Lda., a type 3 property located at Avenida Vladimir Lenine, beside the DSTV building, in Parque Oásis, 2o andar direito, city of Maputo, for the price of USD 350,000.00 (three hundred fifty thousand United States dollars) (p. 7323 to 7342 and 7566 to 7572 – Vol. XXXI).

122.

The amount paid for this property was transferred from the defendant's account domiciled with the First Gulf Bank in Abu Dhabi to the seller's account, Maputo Plaza no. 2587326151, domiciled in the FNB.

123.

He bought a Mercedes Benz vehicle, model ML, with the license plate HDX283MP, in the Republic of South Africa, for the price of USD 100,000.00 (one hundred thousand United States dollars), registered in the name of his wife, Luísa Maria Langa Nhangumele (p. 7323 to 7342 and 7565–6 – Vol. XXXI).

124.

He bought a Land Rover vehicle, model Range Rover Evoque, with South African license plate no. SYK891W, motor no.: DZ784158669224DT, for the price of USD 90,000.00 (ninety thousand United States dollars), registered in the name of his daughter, Gladys Luísa Francisco Nhangumele (p. 7323 to 7342 and 7561–2 – Vol. XXXI).

125.

He bought a Land Rover vehicle, model Discovery, with license plate no. HCL 337 MP, for about USD 80,000.00 (eighty thousand dollars), registered in his name (p. 7323 to 7342 and 7563–4).

126

He acquired improvements installed on the land, sized 23.5x43 meters, located in the neighborhood of Nhiuane – Bilene – province of Gaza, for the price of 180,000.00 MT (one hundred eighty thousand meticaais) (p. 7323 to 7342 and 7598 to 7609).

127.

Also from his bank account, in dollars, domiciled in Abu Dhabi, registered under no. 109-100-1616581-022, the defendant Teófilo Nhangumele ordered bank transfers to his own account, domiciled in Mozambique, at BCI bank, in dollaras, no. 6227510002, for a total of USD 164,798.74 (one hundred sixty four thousand seven hundred ninety eight United States dollars and seventy five cents) as illustrated in the following table: (p. 2638 to 2641 – Vol. XII).

Amount received (USD)	Date received	Authorizing person
14,961.75	20140115	Teófilo Nhangumele
29,958.75	20140218	Teófilo Nhangumele
49,958.75	20140709	Teófilo Nhangumele
19,960.75	20141217	Teófilo Nhangumele
49,958.75	20150330	Teófilo Nhangumele

128.

The defendant also transferred, from his bank account in Abu Dhabi, on December 2, 2015, USD 179,940.00 (one hundred seventy nine thousand nine hundred forty United States dollars) to bank account no. 4197937010001, in BCI, in the name of Nora Amaral Matos. (p. 3316 – Annex 28–9, annex on bank information).

129.

In order to justify the transfer made to Nora Amaral Matos, the defendant communicated to the bank that the sum was for payment of an alleged acquisition of a property.

130.

In fact, such purchase never existed. The transfer in favor of Nora Amaral Matos was a way to introduce that sum into the Mozambican financial system without raising suspicion as to its real purpose.

131.

In effect, on the same date as she received the sum, December 2, 2015, Nora Amaral Matos in turn transferred the same amount, in two equal sums of USD 89,970.00 (eighty nine thousand nine hundred seventy United States dollars) to the bank account, in dollars, no. 6227510002, and another to the bank account, in meticaís, no. 6227510003, all of them owned by the defendant Teófilo Francisco Pedro Nhangumele, domiciled at the BCI. (p. 2638 to 2641 and 2642 to 2677).

132.

The defendant Teófilo Francisco Pedro Nhangumele transferred, also from his bank account domiciled in the First Gulf Bank in Abu Dhabi, to his accounts domiciled in Banco Moza, nos. 17927810001, in meticaís, and 17927815001, in dollars, where he made term investments (p. 2902 to 2923 and 2923 to 2968 – Vol. XIII).

133.

From his foreign bank account, the defendant transferred to his bank account no. 3308363215001, in dollars, at FNG, a total sum of USD 23,000.00 (twenty three thousand United States dollars).

134.

The defendant transferred to his bank account in Banco Socremo the sum of MT 7,500,349.31 (seven million five hundred thousand three hundred forty nine meticaís and thirty one cents) (p. 2792, 2793 and 2796, Vol. XIII).

E – The involvement of Cipriano Sisínio Mutota

135.

As referred to above, the bribe amounts negotiated by the defendants Teófilo, Bruno and Ndambi should be split up considering other involved parties that contributed to the Privinvest Group being awarded the supply of goods and services necessary to the implementation of the Exclusive Economic Zone Protection Project.

136.

The defendant Cipriano Sisínio Mutota was one of the people who, according to the agreement, should be considered in the distribution of the amount received by the defendants Teófilo, Bruno and Ndambi.

137.

However, after receiving the sums, the three minions Teófilo, Bruno and Ndambi said nothing to the co-defendant Cipriano, who remained expectant of receiving his part until one day, in a conversation with co-defendant Ângela Buque Leão, learned that the Privinvest Group had, after all, already paid the bribe amount.

138.

The defendant Cipriano Mutota immediately got in touch with co-defendant Teófilo Nhangumele, demanding an explanation as to why he was excluded from the division of the sum that was received, to which Teófilo Nhangumele responded saying that he owed nothing, because the sum he received was exclusively his. (p. 8842 to 8850 – Vol. XXXVII).

139.

Given Teófilo Nhangumele's reply, Cipriano Mutota called Jean Boustany, asking for an explanation on being excluded of the division and when considering the money.

140.

In reply, Jean Boustany explained that *the part reserved for Cipriano Mutota should be claimed from Teófilo Nhangumele, because he had received the sum with the instruction to channel a part of it to the defendant Cipriano.*

141.

In the conversation, Jean Boustany informed Cipriano Mutota that in addition to Teófilo Nhangumele, the co-defendants Ndambi and Bruno had also received money.

142.

Since Armando Ndambi Guebuza had received the greater sum as compared to the other two, with the argument that he had more people to split it with, Teófilo and Bruno argued that it should be he who paid the part that was owed to Cipriano, but Ndambi was reluctant, saying that he would pay nothing, because the effort had been all his. (p. 7707 to 7722 – Vol. XXXII).

143.

Unwilling to accept and indignant with the attitude of his colleagues, Cipriano Mutota insisted with them, demanding that he be given his part until Bruno suggested that each of the three defendants contribute USD 500,000.00 (five hundred thousand United States dollars), making USD 1,500,000.00 (one million five hundred thousand United States dollars) to give to the co-defendant Cipriano Mutota.

144.

Even then, nothing was done and the defendant Cipriano Mutota continued to insist with Jean Boustany, and even went to South Africa, where he identified a house located in Pretoria, , no. 46, Swale Street, Cleorwatr Country Estate, assessed at ZAR 2,795,000.00 (two million seven hundred ninety five thousand rand) and sent a proposed purchase contract, dated August 17, 2013, demanding that the latter pay him. (p. 8932 to 8937 – Vol. XXXVIII).

145.

Nevertheless, Jean Boustany did not pay for the property. However, after much insistence, Cipriano Mutota and Jean Boustany reached the understanding that the former should identify someone to whom the sum would be transferred, and later it would be transferred to Cipriano without calling attention.

146.

Thus, the defendant Cipriano contacted his friends Chris Bruno Austin, South African, bearer of an Australian passport, and Russel David Edmunds, South African and a bearer of a British passport, who he asked to receive the sums from Jean Boustany, to later transfer them to him, and he gave them the contact information for Jean Boustany to communicate directly on the procedures to follow.

147.

Chris Bruno Austin consented and got in touch with Jean Boustany for the proper communication. After that, Jean Boustany sent sums to Chris Bruno Austin, who in turn passed them onto the defendant Cipriano Mutota through three transfers to his account, domiciled in the Millenium Bim, registered under no. 60935207 USD, for a total of USD 656,417.88 (six hundred fifty six thousand four hundred seventeen United States dollars and eighty eight cents) as follows: (p. 8949 to 8952V – Vol. XXXVIII).

- On December 3, 2013, Chris Bruno Austin transferred USD 220,463.96 (two hundred twenty thousand four hundred sixty three United States dollars and ninety six cents);
- On March 7, 2014, Chris Bruno Austin transferred USD 230,363.96 (two hundred thirty thousand three hundred sixty three United States dollars and ninety six cents);
- On April 23, 2014, Chris Bruno Austin transferred USD 205,589.96 (two hundred five thousand five hundred eighty nine United States dollars and ninety six cents).

148.

In order to justify the receipt of the sum that was passed onto him by Chris Bruno Austin, the defendant Cipriano Mutota sent an e-mail to the bank, saying that that amount came from the sale of his account with the company ESV GROUP PLC, London. (p. 8953 – Vol. XXXVIII).

149.

In fact, the defendant has a stake in the company ESV GROUP, PLC in London, whose vocation is agriculture, and the processing and sale of cereals, but that interest was not put up for sale at the time in the mentioned e-mail sent to the bank.

150.

In turn, Russell Edmunds received payments from Privinvest Group in England and converted them into seven trucks, which he then sent to Mozambique through his company named Redmunds, Ltd. (p. 8925 to 8945 – Vol. XXXVIII).

151.

In effect, on September 9, 2013, Russell Edmunds exported from England to Mozambique, in favor of the defendant Cipriano Mutota, seven trucks of the make MAN TGA – 26-440, diesel model, at the price of £ 15,000.00 per unit, totaling £ 105,000.00 (one hundred five thousand pounds sterling) with the following specifications:

No.	Chassis No.	Motor no.	Value in Pounds	Page in the case files
1	VMAH24ZZ97W096078	505169930701694	15,000.00	8925
2	VMAH24ZZ17W095989	50516920601694	15,000.00	8926
3	VMAH24ZZ37W096961	50516930541694	15,000.00	8927
4	VMAH24ZZ77W096015	50516920871694	15,000.00	8928
5	VMAH24ZZ97W096081	50516930711694	15,000.00	8929
6	VMAH24ZZ57W095977	50516920491694	15,000.00	8930
7	VMAH24ZZ57W095963	50516920311694	15,000.00	8931

152.

Of the seven trucks received, the defendant immediately sold 3, and kept the remaining 4 trucks, which he put to use transporting cargo, using as a parking

lot the lot from the National Institute of Disasters (Instituto Nacional de Calamidades) located in the neighborhood of Polana Caniço.

153.

Afterwards, the defendant gave up on exploring the business of transporting cargo and sold the trucks to the company Embarcadero, Lda., and the citizens Eusébio Sabão and Aurélio Jeremias Manjate (p. 8938 to 8948 and 9072 to 9078 – Vol. XXXVIII).

154.

In all, the defendant Cipriano Sisínio Mutota received from the Privinvest Group, through his friends, the equivalent to USD 980,000.00 (nine hundred eighty thousand United States dollars).

F – Context of the creation of ProÍndicus as the entity responsible for the implementation of the Mozambique Exclusive Economic Zone Protection Project

155.

After the Joint Defense and Security Forces Command decided on the relevance of implementing the Mozambique Exclusive Economic Zone Protection Project and the coordination of its activities, this was put under SISE's responsibility.

156.

On the internal level at the SISE, the General Director at the time, the defendant Gregório Leão José appointed the defendant António Carlos do Rosário as National Director for International Affairs in the Analysis Division, with the support of the defendants Cipriano Mutota and Teófilo Nhamgumele [sic], who were responsible for collecting waste and making specific proposals.

157.

In this domain, the co-defendants created, among other instruments, the respective feasibility study, always in concert with Privinvest, as

the company that would provide the goods and services needed to implement the project, with Jean Boustany.

158.

The feasibility study made by the defendants pointed to generating the operating revenue estimated at 607.8 million United States dollars by December of 2016; which, after operating costs of 29.5 million United States dollars, would leave a “*cash flow available for debt servicing*” of 556.2 million United States dollars (p. 660 to 702 – Vol. IV; p. 7391 to 7476 – Vol. XXXI and page 26, no. 3.3.3. Annex 10 of the Kroll Report).

159.

The basis for the revenue projections, according to the feasibility study alluded to, was divided into various categories, namely: protection of marine infrastructure, protection of ships in transit, protection of fishing vessels, port concession fees, the protection of tourism vessels, search and rescue, and periodical import of weapons.

160.

Also according to the feasibility study, the main source of revenue was forecast to be “revenue from the protection of maritime infrastructure” equivalent to at least 50% of expected annual revenue, derived from expected contracts with foreign gas companies, by billing fees for security and protection.

161.

Taking into account that the Mozambican State did not have financial resources available for implementation of the project, the Privinvest Group itself proposed Credit Suisse as financing bank.

162.

Various actions followed, summarized in a letter addressed to the President of the Republic on December 3, 2012, by the President and Founder of Privinvest

Group Iskandar Safa, with the following content: (p. 7379 to 7380 Vol. XXXI, translated on p. 9517 to 9522 Vol. XL)

“ABU DHABI MAR

December 3, 2012

Strictly Private and Confidential

Your Excellency President Armando Emilio Guebuza

Avenida Julius Nyerere, 1780

Maputo

*Subject: **Monitoring of the Exclusive Economic Zone and Protection System (the “Project”)***

Your Excellency,

In the first place, I would like to congratulate you once again for the acceptance by the Mozambican authorities of our Project proposal submitted to Your Excellency on December 31, 2011.

As Your Excellency must know, since it was requested by the team appointed by the Mozambican authorities, we discussed the possibility of financing the Project with the Credit Suisse bank.

Subsequently, a letter of offer coming from Credit Suisse was sent to the cabinet of Your Excellency on February 27, 2012, expressing Credit Suisse’s willingness to finance the Project in favor of the Mozambican authorities.

On August 31, 2012, we received a letter from the Mozambican Ministry of Finance signed by His Excellency Manuel Chang, informing us that the Project had been approved by the Mozambican authorities, but asking us to structure a concession loan with very low interest rates (normally those used in government to government finances).

During the month of September 2012, the team appointed by the Mozambican authorities (the “Team”) travelled to Abu Dhabi and had a meeting with the executive management of the Credit Suisse bank to firm up the terms and conditions of the Project.

On September 13, 2012, we sent a proposal to the Mozambican Ministry of Finances, informing them that we enlisted the Credit Suisse bank as a potential financing partner for the Mozambican authorities with recently negotiated parameters (length of the grace period, reduction of interest rates by up to 50%).

There has been no formal communication since then. However, the Team requested of the Credit Suisse bank, based on its discussions with the Ministry of Finances, to extend the financing to a securitization vehicle (SPV) co-held by various Mozambican institutions, instead of it being only the Ministry of Finances. Credit Suisse accepted the request and sent a final Term Sheet (“Term Sheet”) to the Team on October 13, 2012.

As Your Excellency must know, our greatest objective is to establish a strategic relationship—initially in the industry of naval construction—between the Republic of Mozambique and Prinvest Shipbuilding (Abu Dhabi Mar is a subsidiary of Prinvest), that we could also expand to other infrastructure and strategic sectors.

It’s evident that the dynamic nature of the elements of the Project organized by the Mozambican Team, the Credit Suisse bank and we need to be instructed as to the conclusion and the execution phase as soon as possible, so as to avoid the constraints of a new fiscal year.

Given the work done by the teams, we are confident that the project documents can be concluded before the end of the year, and we can go to the above-mentioned phase so that we can develop our investments in the Republic of Mozambique, as long as we work with effort and celerity.

Privinvest Shipbuilding and the executives of Credit Suisse can present themselves immediately in Maputo to finalize all of the remaining details and the Project documentation with the Mozambican Team and the staff of the Ministry of Finances.

Once these details are concluded, I would be honored to travel to Mozambique and meet with the competent authorities to close the Project and discuss the path to follow in order to best serve the Mozambican economy.

Sincerely,

Iskandar Safa

President”

163.

In effect, Manuel Chang defended that the credit conditions offered by Credit Suisse were practically commercial, and since at that time the country had already exceeded the limit agreed upon with the International Monetary Fund to accept credits, the financier should make credit conditions more attractive so as to meet the concession parameters agreed on by the State with the IMF and the World Bank.

164.

Also according to the defendant Manuel Chang, one of the possible ways to obtain financing without violating the agreements with the IMF and the World Bank was to implement the project through an SPV—a Special Purpose Vehicle—that is, through a State entity especially created to implement the project.

This is how ProÍndicus arose. (p. 7387 – Vol. XXXI of the document from the Ministry of Finances, dated December 14, 2012, addressed to Abu Dhabi Mar LCC of the Privinvest Group).

165.

Also, it was decided that the entity responsible for the implementation should be constituted by companies linked to the defense and security forces (p. 7377 to 7378 Vol. XXXI).

166.

Thus, in a public deed of December 21, 2012, drafted in the Private Notary Public of the Ministry of Finances, ProÍndicus, SA was constituted, whose company purpose, among other activities, was the conception, financing, implementation and management of integrated air, spatial, maritime, lake, river and land security systems (p. 304 to 308, Vol. III of attachment 15/PGR/2015 and Annex I—public deed of ProÍndicus, SA)

167.

ProÍndicus, SA has the following companies as partners: Gestão de Investimentos, Participações e Serviços, Lda – GIPS (linked to the SISE) and Monte Binga (linked to the Ministry of Defense), with 50% of the company capital each. (p. 304 to 308, of Process no. 15/PGR/2016).

168.

At the time of its constitution, it was assumed that ProÍndicus, SA would be a part of DALO CONSTRUÇÕES, linked to the Ministry of the Interior, which did not happen because it was in the process of legal reorganization and restructuring. (p. 7377 and 7378, Vol. XXXI).

169.

In order to achieve its objectives, ProÍndicus, SA resorted to a global loan of USD 622,000,000.00 (six hundred twenty two million United States dollars), with guarantees from the State of Mozambique issued by the Minister of Finances at the time, the defendant Manuel Chang, to Credit Suisse.

170.

The initial financing contract of ProÍndicus was initialed on February 28, 2013, (approximately 2 months after the company was constituted).

171.

The following people signed the contract in representation of ProÍndicus: Eugénio Henrique Zitha Matlaba and António Carlos do Rosário, in the capacity of President of the Board of Directors and administrator, respectively, and in representation of the financing agent and the promoter, Credit Suisse, by Surjan Singh (managing Director) and Chris Chapman (Director), in the value of USD 372,000.00 (three hundred seventy two million dollars) (p. 448 to 551, Vol. IV of Process No. 15/PGR/2016).

172.

On February 28, 2013, the Ministry of Finances Manuel Chang issued a guarantee for the loan assumed by ProÍndicus for a total value of USD 372,000,000.00 (three hundred seventy two million dollars), ensuring “*irrevocably and unconditionally... the timely fulfillment by the borrower of all of its payment obligations under the Financial Documents (whether on the scheduled or the rescheduled payment dates, on the indicated maturity date, due to early termination or otherwise), so that whenever the borrower does not pay any amount owed and payable by it under the Financial Documents, the Guarantor (the State/Government of Mozambique) will pay the amount, within a term of three business days of the Guarantor having received a request for payment from the Financing Agent... in the terms of a form named Draft Request for Payment.*” (p. 427 to 447 of Vol. IV of Process 15/PGR/2016 – Portuguese version and p. 144 to 155 Vol. II of the same Process 15/PGR/2016 – English version).

173.

In a letter on March 8, 2013, Re.: 001/CA/PR0/2013, Eugénio Henrique Zitha Matlaba, in his capacity as President of the Board of Directors of ProÍndicus, asked the Banco de Moçambique to ratify the Loan Agreement, pointing out that the loan amount should be transferred to the Privinvest Group.

174.

The Banco de Moçambique, in an official letter with reference no. 832/DES/SLCD/TBG/2013, of March 14, 2013, signed by director Silvina

de Abreu, communicated to ProÍndicus the authorization to contract the financing (Reference Document: 2013-03-14 – BoM Letter to ProÍndicus – Loan Authorization) preceded by the competent dispatch from the governor of Banco de Moçambique and internal opinions (Reference Document: 2013-03-12 – BoM Opinion – ProÍndicus Request for Loan Approval).

175.

The initial financing contract of February 28, 2013, was later amended twice, in June 14 of 2013, where the amount of the loan was increased by USD 250,000,000 (two hundred fifty million United States dollars) and on December 17, 2014, increasing by USD 278,000,000 (two hundred seventy eight million United States dollars), thus allowing a maximum financing of USD 900,000,000 (nine hundred million United States dollars).

176.

The two amendment contracts benefited equally from the guarantees issued by the Ministry of Finance, Manuel Chang, namely on June 14, 2013 to increase by USD 250,000,000.00 (two hundred fifty million United States dollars), at the request of the General Director of the SISE, Gregório Leão José, via the letter with Ref. 378/A/NE/Gab/DG/13, of May 10, 2013, and on December 17, 2014, for the increase of USD 278,000,000.00 (two hundred seventy eight million United States dollars) at the request of the General Director of the SISE, via the letter with Ref. 949/A/NE/Gab/DG/14, of November 13, 2014 (p. 215 and 216 of Process 15/PGR/2016), p. 421 to 413 of VOL IV, of Process 15/PGR/2016) (p. 293 to 295 of Process 15/PGR/2016 translated in the annex in question), (p. 411 of Process 15/PGR/2016).

177.

On June 11, 2013, via the letter with Ref. 033/CA/PR0/2013, ProÍndicus asked the Banco de Moçambique to ratify the increase of USD 250,000,000 (two hundred fifty million United States dollars) in two tranches, one of 100 million dollars and another of 50 million dollars. Reference Document: 2013-06-11 - ProÍndicus Request to BoM – Loan Increase Approval.

178.

On June 12 of 2013, the Banco de Moçambique issued a favorable opinion on the increase in the loan agreement, referring to the “strategic nature” of the project, and via the letter with Ref. 1941/DES/SLCD/tbg/13, signed by Silvina de Abreu, of June 13, 2013, the Banco de Moçambique informed ProIndicus that it had approved the increase. Reference Document: *2013-06-12 – BoM Opinion – ProIndicus Request for Loan Increase Approval* and Reference Document: *2013-06-13 – BoM Letter to ProIndicus – Loan Increase Authorization*.

179.

No proof was made available that the Banco de Moçambique approved the second change, on December 17, 2014, to increase the loan from 622 million United States dollars to 900 million United States dollars.

180.

In the scope of using the sum of the loans, on January 18 of 2013, ProIndicus signed a contractor agreement with Privinvest Shipbuilding SAL (the contracted company) for the construction and supply of “*the assets of the Exclusive Economic Zone Monitoring and Protection Solution as a turn-key solution,*” in other words, “*the goods of the Exclusive Economic Zone Monitoring and Protection Solution as a turn-key solution*” for the total price of 366 million United States dollars.

181.

Under this kind of agreement, the contracted company is obligated to provide the client with a complete product in accordance with the established conditions, but is not obligated to provide a detailed invoice indicating the prices per unit of the goods and services acquired.

182.

By the effect of this contract structure, ProIndicus did not know who was going to produce the goods and services established in the agreement, did not have permission to

contact the subcontracted companies, and did not have the right to audit the subcontracted companies. Since, as explained above, the Contracted Company was not obligated to provide any supporting invoices in the scope of the contract, ProIndicus would get very little documentation to prove how its loan was being spent by the Contracted Company.

183.

ProIndicus' Supply Contract was signed by Raúlfo Irá, in the capacity of president of the Board of Directors of ProÍndicus, and by Jean Boustany, in the capacity of administrator, on behalf of the Contracted Company, and was not subjected to any oversight by the Administrative Tribunal.

184.

The supply contract established the early payment of the full price of the contract, in addition to specifying that the guarantee would be provided by Abu Dhabi Mar LLC ("Abu Dhabi Mar") for an amount equal to the value of the contract. (Reference Document: 2013-01-18 – *Supply Contract – Prinvest Shipbuilding (Section II, page 4)* pages 702 to 862 of Process 15/PGR/2016, translated in its annex).

185.

Between April of 2013 and June of 2013, the contract was amended four times through "Amendment Instructions" which changed the price, the quantity, and the specifications of the goods and services to be received by ProÍndicus. The total price and scope of the contract was increased due to additional financing made available by Credit Suisse.

186.

Consequently, the price of the initial contract of USD 366,000,000.00 (three hundred sixty six million United States dollars) was increased to USD 616,000,000.00 (six hundred sixteen million United States dollars), through Amendment Instructions (pages 863 to 872 and 873 to 883 of Process 15/PGR/2016 and translated in the respective annexes).

187.

Between March 21, 2013, and November 15, 2013, ProÍndicus used the loan amount up to USD 622,000,000.00 (six hundred twenty two million United States dollars), according to the following table:

Date of Use	Amount Used (USD)	Intermediation Fee (USD)	Portion of the Contracted Company (USD)	Contracted Company's Fee (USD)	Amount sent to Contracted Company (USD)
03/21/2013	372,000,000	6,100,000	365,900,000	38,000,000	327,900,000
06/25/2013	100,000,000	1,610,000	98,390,000	8,200,000	90,190,000
08/14/2013	32,000,000	515,200	31,484,800	2,624,000	28,860,800
11/15/2013	118,000,000	1,888,000	116,112,000	15,599,600	100,512,400
Total	622,000,000	10,113,200	611,886,800	64,423,600	547,463,200

188.

During the negotiations, the defendant Ant3nio do Ros3rio and Jean Boustany agreed to divert some of the supply contract amount to Mozambique through ProÍndicus.

189.

In effect, on January 18, 2013, the Contracted Company sent a letter to ProÍndicus in which it stated that "within the spirit of cooperation and partnership" between the two companies, the Contracted Company was irrevocably obligated to provide USD 13,000,000.00 (thirteen million United States dollars) to ProÍndicus.

190.

The letter, signed by Jean Boustany on behalf of the Contracted Company, was sent on the same date as the signing of the Supply Contract of ProÍndicus.

191.

The letter did not specify the purpose of the transfer of funds, but stated that "*Prinvest Shipbuilding SAL is confident that its partnership with ProIndicus SA will lead to more ventures which will in the future make up for this contribution.*", in

other words, Prinvest is confident that the partnership with ProÍndicus will lead to other business that in the future will compensate for this contribution.

192.

An analysis of bank records confirms that on March 25, 2013, four days after the first payment to the Contracted Company, the sum of USD 12,999,958.00 (twelve million nine hundred ninety nine thousand nine hundred fifty eight United States dollars) was received in the bank account held by ProÍndicus with the Banco Comercial e de Investimentos in Mozambique, coming from a bank account in the United Arab Emirates held by the Prinvest Group.

193.

This sum was essentially used to buy vehicles for the company Entrepoto de Moçambique, and the payment of salaries, among other expenses.

194.

By Decree no. 91/2013, of December 31, the Council of Ministers created the Integrated Monitoring and Protection System (Sistema Integrado de Monitoria e Protecção – SIMP), with a view to ensuring, from observation, the obtainment of reliable real-time information that would allow the prompt intervention by the Defense and Security Forces (FDS) with a view to defending the national sovereignty, upholding the law and order, and protecting people, resources, and economic assets.

195.

The SIMP forms a group composed of many levels of monitoring and protection, made up of a technological solution, observation satellites, radars, vehicles, intercepting motorboats, patrol boats and manned and unmanned aircraft.

196.

By Resolution no. 7/2014, of February 26, the Council of Ministers authorized the negotiation to implement the Integrated Monitoring and Protection System, in the form of a Public-Private Partnership, to, in a concession regime, carry

out the actions in the project to install, explore and maintain said system.

197.

By the same Resolution, the Council of Ministers authorized the Ministers with superintendence over the areas of National Defense, the Interior and Finances to create a Technical Team to negotiate the terms of the concession to be established by the Government of the Republic of Mozambique and the concessionaire company, as well as to sign the respective contract on behalf and in representation of the Government of the Republic of Mozambique.

198.

Following the above-mentioned Decree and Resolution, on February 17, 2014, the government of Mozambique, represented by Mr. Filipe Jacinto Nyusi, Minister of National Defense, Alberto Ricardo Mondlane, Minister of the Interior, and Manuel Chang, Minister of Finances, signed with ProÍndicus, SA, represented by Mr. Eugénio Henrique Zitha Matlaba and Mr. ANtónio Carlos do Rosário, in the capacities of President of the Board of Directors and Executive Administrator, respectively, the SIMP concession contract viewed by the Administrative Tribunal on November 17, 2014. (p. 706 to 739, Vol. V).

199.

In order for the legal text that approved the SIMP to be effective, it was supposed to have been published, but that did not happen. (Article 23 of Law no. 15/2011, August 10).

G – Context of the creation of EMATUM, SA

200.

The Empresa Moçambicana de Atum, SA (EMATUM), was constituted by means of a public deed on August 2, 2013, drafted in the Private Notarial Office of the Ministry of Finances and whose main activity was tuna fishing activity and other fishery resources, including fishing and the receipt, processing,

storage, handling, transportation, marketing, import and export of these products (p. 450 to 470, Vol. III).

201.

The partners of this company are the Instituto de Gestão das Participações do Estado (IGEPE), with 34% of the company capital, the Empresa Moçambicana de Pesca SA (EMOPESCA), with 33% of the company capital, and Gestão de Investimentos, Participações e Serviços Lda. (GIPS), with 33% of the company capital (p. 15 to 18, Vol. I).

202.

With EMATUM, the plan was to acquire the capability to develop a domestic and self-sustaining fishing industry in Mozambique, including the supply of a fleet of modern vessels, equipment, associated training services, intellectual property license and transfer of technology.

203.

According to the feasibility study “*Mozambique Fishing Feasibility Study*,” created under the direction of the defendant António Carlos do Rosário in July of 2013, EMATUM was to generate an estimated operating revenue of 224 million USD until December of 2016, which, after operating costs of USD 32.1 million, would leave a “*cashflow [sic] available for debt service*” of USD 192 million. (p. 639 to 657 – translated in Annex XXIX).

204.

In both the company purpose and the feasibility study and various documentation in regards to this company, no allusion is made to aspects inherent to the State defense and security.

205.

However, in order to obtain the financing of this company, the co-defendants Gregório Leão José, António Carlos do Rosário and Manuel Chang treated it as if its object were the security of the State, specifically the implementation of the Exclusive Economic Zone Protection Project.

206.

With the exception of the very defendant Gregório Leão José, all of the other members of the Joint Defense and Security Command, where the decision was made to create the company ProÍndicus, state categorically that they do not know the reason for the creation of the company EMATUM (as well as the company MAM).

207.

The creation of that company was never discussed in that forum and they do not know to what extent it is said that the creation of these two companies (EMATUM and MAM) is linked to the State's defense and security. (p. 4743 to 4747 and 4790, Vol. XXI).

208.

In order to carry out its activities, EMATUM resorted to a loan whose contract was granted, on August 30, 2013, by António Carlos do Rosário, in the capacity of President of the Board of Directors, and Henrique Álvaro Cepeda Gamito, in the capacity of Executive Director of EMATUM, on the one hand, and by Surjan Singh, Chris Chapman and Madthav Pathki, on behalf of Credit Suisse International and Credit Suisse AG, with an upper limit of USD 850,000,000.00 (eight hundred fifty million United States dollars), with a maturity of seven years, counted from its first use (p. 173 to 223, Vol. II, and p. 327 to 428, Vol. III).

209.

The Loan in question was distributed as syndicated loans through a Dutch entity, Mozambique EMATUM Finance 2020 B.V. The full amount of the loan was used in two tranches: the first tranche, of USD 500,000,000.00 (five hundred million United States dollars), which was raised by Credit Suisse; and the second tranche, of USD 350,000,000.00 (three hundred fifty million United States dollars), which was raised by VTB Capital (Reference Document: 2013-09-11 – Mozambique – Offering Circular_Informative Memorandum, Kroll Report).

210.

The purpose of the EMATUM Loan Agreement was to finance the *acquisition of fishing infrastructure, composed of 27 vessels, an operation center and related training*, as well as the financing of “*general corporate effects*” of EMATUM. (Reference Document: 2013-08-30 EMATUM – Facility Agreement – EN page 16 and 21).

211.

The defendant Gregório José Leão, in his capacity as General Director of SISE, produced and sent to the Ministry of Finance letter Ref: 694/A/NE/Gab/DG/13, of August 16, 2013, requesting the issuance of a guarantee in the amount of USD 850,000,000.00 (eight hundred fifty million United States dollars) in favor of the credit contracted by EMATUM.

212.

The document in question states that:

“With a view to covering the growing and sophisticated challenges to national security, the State Information and Security Service (Serviço de Informações e Segurança do Estado – SISE), through the company GIPS, the Instituto de Gestão das Participações do Estado (IGEPE), and the Ministry of Fishing, through EMOPECA, created the Empresa Moçambicana de Atum (EMATUM) for the purpose of fishing and selling tuna (emphasis added). To that effect, the company intends to take out a loan of eight hundred fifty million United States dollars (US\$ 850,000,000.00) to pay for the equipment and services needed, by means of the guarantee provided by Your Excellency. In this context, we came to request that Your Excellency grant the guarantee in question, in the terms of the attached documents, as well as exempt the value of the loan from stamp tax.”

213.

On August 30, 2013, the defendant Manuel Chang issued the guarantee for a total amount of USD 850,000,000.00 (eight hundred fifty million United States

dollars) for EMATUM's loan from Credit Suisse (p. 224 to 241 Vol. II).

214.

The Guarantee issued by the defendant Manuel Chang at the request of the defendant Gregório José Leão does not refer to the amount of the loan agreement, to its purpose, or to any other contract details.

215.

The government's Guarantee for EMATUM's loan is very similar, in terms of content, to the government's Guarantee for the loan of ProÍndicus. However, the commitments under the government's guarantee to EMATUM do not force this company to provide Credit Suisse with a copy of documents rendering information created in the terms of the financial support agreements with the IMF. However, the reason for the differences in the information requirements between the two contracts is not stated.

216.

On August 16 of 2013, the same date on which the government's guarantee was requested, in a letter signed by António Carlos do Rosário and Henrique Álvaro Cepeda Gamito, EMATUM requested approval from Banco de Moçambique for EMATUM's Loan Agreement in the value of USD 850,000,000.00 (eight hundred fifty million United States dollars).

217.

The letter of request indicated that USD 785.4 million dollars would be transferred directly to the Contracted Company. (Reference Document: 2013-08-16 – EMATUM Request to BoM – Loan Approval).

218.

By means of an official letter signed by director Silvina de Abreu Ref. 2526/DES/SLCD/TBG/2013, of August 21, 2013, the Banco de Moçambique informed EMATUM of the authorization to contract the financing (Reference

Document: 2013-08-21 – BoM Letter to EMATUM – Loan Authorization) preceded by a competent dispatch from the governor of the Banco de Moçambique and internal opinions (Reference Document: 2013-08-21 – BoM Opinion – EMATUM Request for Loan Approval).

219.

The use of the credit amount, including bank fees retained as Intermediation Fees, the available Portion of the Contracted Company, the Contracted Company’s Fee, and the sum effectively paid to the Contracted Company, are described as follows:

Date of Use	Amount Used (USD)	Intermediation Fees (USD)	Portion of the Contracted Company (USD)	Contracted Company’s Fee (USD)	Amount sent to Contracted Company (USD)
09/05/2013	500,000,000	8,100,000	492,000,000	45,000,000	446,900,000
09/30/2013	350,000,000	5,600,000	344,300,000	31,500,000	312,900,000
Total	850,000,000	13,700,000	836,300,000	76,500,000	759,800,000

220.

In the scope of use of the loan amount, on August 2, 2013, EMATUM, represented by the President of the Board of Directors António Carlos do Rosário and by Executive Director Henrique Álvaro Cepeda Gamito, signed a supply contract of USD 785.4 million with Abu Dhabi Mar LLC, represented by Naji Allam, in the capacity of Financial Director of the Contracted Company, to build and supply twenty four fishing vessels, three Ocean Eagle vessels, equipment for a Land Operations Coordination Center, training, intellectual property and assistance to allow the company to build vessels ordered in the future, outstanding orders and for training, in the sum of USD 785.4 million (p. 429 to 440, Vol. III).

221.

On September 26, 2013, Abu Dhabi Mar LLC and EMATUM agreed, in a one-page document, to increase the total price of the supply contract by 51 million United States dollars, to 836.4 million United States dollars.

222.

The change of EMATUM's Supply Contract did not specify any changes in scope, supply or terms of the original contract. (Reference Document: 2013-09-26 – Abu Dhabi Mar Letter – Confirmation Payment and Loan Increase Notice).

223.

According to the contract, the goods were provided at the prices indicated in the following picture, in accordance with the global invoice provided in the audit process:

No.	Description	Quantities	Price per Unit (USD)	Total price (USD)
01	Longliner	21	22,302,000.00	468,342,000.00
02	Drag nets	3	22,302,000.00	66,906,000.00
03	Trimarans / Ocean Eagle	3	73,410,000.00	220,230,000.00
04	Equipment center	1	Not stated	80,822,000.00
05	Intellectual property	1	Not stated	
06	Outstanding fishing	1	Not stated	
07	Training	1	Not stated	
08	Total			836,300,000.00

224.

From the verification that was done, it was certified that the goods provided in the scope of the EMATUM Supply Contract existed, and the existence of twenty one Longliner fishing vessels was confirmed, as well as three drag nets in Maputo, and three Ocean Eagle vessels in Pemba (p. 297 to 304, Annex 10 of the Kroll Report).

225.

The existence of a place reserved for the Land Operations Coordination Centre was not verified, nor of the equipment for the center.

226.

According to Privinvest, this equipment had been delivered, but the installation and commissioning of the equipment had not occurred due to the failure by the defendant António Carlos do Rosário in the capacity of President of the Board of Directors to provide a location for the Coordination Center, or to provide personnel to receive the appropriate training.

227.

All of the vessels acquired by EMATUM were considered unsuitable for the practice of fishing by the Directorate of Maritime Security and Administration Services of the National Institute of the Navy (INAMAR), because they lacked work to adapt them, a condition essential to the issuance of their certificates of navigability (p. 1693 to 1696; p. 1697 to 1700 and p. 1704 to 1715, Vol. VIII, Vessel inspection reports; p. 1723 to 1929, Vol. IX, Report of the Fishing Inspection Institute, p. 1934 to 2057 – Report on the inspection of the vessels produced by INAMAR).

228.

It was also found that, of the vessels received, the 3 drag netters, in practical terms, were not viable for the pre-established objectives due to the high cost of making it operational and the scarcity of bait in Mozambican waters. (p. 571, Vol. IV).

229.

EMATUM's lack of viability also has to do with the high cost of insurance, since it was about USD 44,000.00 (forty four thousand United States dollars) per vessel per quarter, in addition to the costs inherent to docking them at the commercial port, which were USD 258.00 (two hundred fifty eight United States dollars) daily per boat.

230.

Add to all of this the lack of infrastructure adequate to the company's main activity and the lack of trained technical personnel for this model of fishing (p. 568 to 573, Vol. IV).

231.

The amounts attributed to the vessels of EMATUM are visibly very high, above USD 20,000,000.00 (twenty million United States dollars) per vessel, versus the approximately USD 5,000,000.00 (five million United States dollars) that they could cost (p. 4858, Vol. XXI).

232.

The Privinvest Group transferred USD 4,200,000.00 (four million two hundred thousand United States dollars) to EMATUM without any basis in the terms of the contract, a sum essentially spent to pay salaries.

233.

The supply and financing contracts entered into by EMATUM with Abu Dhabi Mar LLC and Credit Suisse International, respectively, were personally negotiated by the co-defendant António Carlos do Rosário with the representatives of the Privinvest Group and of Credit Suisse, before the very creation of EMATUM itself.

234.

At this point, the representatives of EMOPESCA and of IGEPE, two of the partners of EMATUM, did not know of the negotiations, or even that this company would be made, that is, the representatives of EMOPESCA and IGEPE were invited to subscribe to the capital of EMATUM, in representation of their companies, when everything had already been negotiated, arranged and forwarded by the defendants (p. 4853 to 4859, 4860 to 4865, and 4866 to 4871, Vol. XXI).

H. Context of the creation of MAM, SA and its financing

235.

Mozambique Assets Management, SA (MAM) was constituted by a public deed on April 3, 2014, created in the Private Notary Public of the Ministry of Finances, and whose main purpose was the provision of multiform services to the oil, mining, naval, port and railway-port areas, including hydrocarbons, exploration, representation, marketing, agency and import (p. 397 to 400, Vol. III of the attached Process 15/PGR/2016 and Annex III).

236.

The partners of MAM, SA are: Gestão de Investimentos, Participações e Serviços, Lda (GIPS), with 98% of the company capital, ProÍndicus, SA, with 1% of the company capital, and EMATUM, SA, with 1% of the company capital (p. 397 to 400 of Process no. 15/PGR/2016).

237.

The bylaws and feasibility study for this company, like with EMATUM, make no mention of matters related to the defense and security of the State.

238.

The plan for MAM was to acquire the infrastructure and facilities needed to allow Mozambique to offer fixed and mobile services of maintenance and repair for the vessels of ProÍndicus and EMATUM, as well as to the vessels used in the scope of the oil and gas industry of Mozambique.

239.

MAM's project *“also included the licensing of intellectual property rights, supported by the transfer of technology to MAM, to allow the assembly and sale of government vessels to third parties, in Mozambique and anywhere in the world.”*

240.

The MAM Activity Plan stated that the company expected to generate an operating revenue of 63.7 million dollars by the end of year 1, and after deducting the payment of interest in the sum of 48.6 million dollars, “the cash flow available for debt service” would be 15.9 million US dollars (p. 607 to 638, Vol. IV, with a translation in Annex XVIII).

241.

On May 20, 2014, MAM and VTB Capital entered into a loan agreement with an upper limit of 540 million US dollars with the intervention of Palomar and of VTB Capital itself, both as promoters of the loan.

242.

The following persons signed the agreement, in representation of MAM, António Carlos de Rosário; in the capacity of President of the Board of Directors and [sic] Raúfo Ismael Irá, in the capacity of administrator and Makram Abboud and Cicely Leemhuis, in representation of the lender and promoter VTB CAPITAL PLC, and Markus Kroll in representation of the promoter Palomar Capital Advisors LTD. (p. 323 to 382, Vol. III, of the Attachment 15/PGR/2016).

243.

The loan agreement designated Privinvest Shipbuilding Investments as “Contracted Company” and determined that VTB Capital should apply all of the sums under the loan agreement directly to the Contracted Company.

244.

The amortization of the loan capital was owed in four annual tranches of equal value, beginning two years after the first use of the loan. The interest rate for the loan was set at LIBOR plus 7%, and interest payments would begin twelve months after the first use of the loan.

Details	Fees (USD)	Amount (USD)
Total used of the loan from VTB Capital		535,000,000
Intermediation fee payable by MAM to VTB Capital	(35,000,000)	
Total payments to Prinvest Investments		500,000,000

245.

On April 25, 2014, by means of official letter 340/A/NE/Gab/DG/2014, the General Director of SISE, the defendant Gregório Leão José, requested the issuance of a Government guarantee in the amount of USD 750,000,000 (seven hundred fifty million United States dollars) for the MAM Loan Agreement, despite the respective Loan Agreement that was signed establishing an upper limit of USD 540,000,000 (five hundred forty million United States dollars) and the guarantee to be issued was in favor of Palomar (the institution responsible for the mobilization of the funds) and no explanation was provided for these two facts (p. 518 to 519, Vol. IV of the Attachment 15/PGR/2016).

246.

In this document, the General Director of SISE writes that:

With a view to covering the growing and sophisticated challenges to national security, the National Ministry of Defense, through the company Monte Binga, and the State Information and Security Service (Serviço de Informações e Segurança do Estado – SISE), through the company GIPS, created the company ProIndicus SA, which was given the responsibility of managing the Integrated Monitoring and Protection System (Sistema Integrado de Monitoria e Protecção – SIMP), which requires the use of various technical and naval means.

Taking into account that the resources have already begun to arrive in Mozambique and are already being operated by the competent branches of the Defense and Security Forces (FDS), we feel the need to accelerate the process of establishment of modern shipyards in the city of Pemba and Maputo, as well as the creation of

infrastructural conditions, along the Mozambican naval coast, to provide support and maintenance to the resources and equipment of the FDS.

As such, we come hereby to request that Your Excellency grant a guarantee to Palomar Capital Advisors to mobilize financing, in the maximum amount of seven hundred fifty million United States dollars (US\$ 750,000,000.00), so the Project can be implemented by our company named Mozambique Asset Management (MAM) SA, in the terms of the attached documents.

247.

On April 30, 2014, (p. 514 to 515, Vol. IV) the National Director of the Treasury, Maria Isaltina Lucas, issued an opinion with the following content:

“ ...

1. *Through official letter no. 340/AINE/Gab/14, of April 25, His Excellency Mr. General Director of the SISE requests the issuance of a guarantee, in the value of USD 750.0 million, in favor of Palomar Capital Advisors, an institution that will mobilize funds for the company MAM, SA, whose shareholders are GIPS with 98%, EMATUM and PROINDICUS with 1% each.*
2. *Regarding the information raised on this matter, the letter of April 28 of His Excellency the Minister of Finances was on this matter, recommending that other forms of financing be explored that have no impact on the public debt.*
3. *Following the above letter, the signatory maintained a meeting with Mr. Jean (PALOMAR) and Mr. António do Rosario (National Director for the SISE), proponents, which resulted in the following:*
 - a. *The proponents informed that, of the contacts made with the financier, no other solution is seen that does not include the State issuing a guarantee.*
 - b. *In the perspective of guaranteeing the required confidentiality, the financing that should be in meticais was withdrawn, and the value was transferred to USD*

515.0 million (five hundred fifteen million United States dollars), with recourse to only one institution (VTB Capital).

- c. *The proponents were informed that, since the mobilization of the financing would be beyond the limit for the issuance of guarantees approved by the Budgetary Act and the indebtedness limit agreed to with the IMF, it would require obtaining the due authorizations. On this matter, the National Director of the SISE informed that, as it was a matter linked to the security of the State and of a strictly confidential nature, it was not recommendable to share information, and the same question was made regarding the Administrative Tribunal.*

Analysis and Opinion

1. *Having analyzed the feasibility study, it was found that enough gross revenue is expected to guarantee the payment of the debt and support all of the company's operating costs, including the payment of interest in the first years. On the financing conditions, state that the interest rate is indexed to the LIBOR, plus a margin of 7.0%; the maturity period is 5 years, including 2 years' grace.*
2. *Thus, (i) as the request was presented by the General Director of the SISE; (ii) as it is a project that aims to guarantee the sustainability of existing projects, as well as prevent the outflow of currency from the country to maintain vessels previously acquired; (iii) as there is information that it is a project also linked to the country's sovereignty, and (iv) considering that the feasibility study shows financial sustainability for the project, I propose that the requested guarantee be issued."*

248.

In the opinion in question, there is a handwritten order, in the "Order" field, made by the Minister of Finance Manuel Chang, approving the issuance of the guarantee in the value of 515 million dollars (p. 514-5, Vol. IV).

249.

However, on May 20, 2014, the Minister of Finances issued a Government guarantee in the value of USD 540,000,000.00 (five hundred forty million United States dollars), in other words, USD 25,000,000.00 (twenty five million United States dollars) above the value stated in the opinion (Reference Document: 2014-05-20 – MAM Gov Guarantee, p. 383 to 395 of Process 15/PGR/2016).

250.

The Government Guarantee for MAM refers to the loan granted by VTB Capital to MAM, and states that the Republic of Mozambique agreed to be guarantor for the loan, but does not refer to the loan amount, the purpose of the loan, or any other details of the loan agreement. However, the loan agreement on the same date signed by MAM with VTB Capital was for maximum amount of USD 540,000,000.00 (five hundred forty million United States dollars).

251.

On May 20, 2014, the same day in which the government's guarantee was signed, in the place of MAM's representatives, the Finance Minister himself, through official letter no. -410 /GMIMF/2014, asked the Banco de Moçambique to approve the MAM Loan Agreement, stating that "*The government of Mozambique intends to create the infrastructural conditions to assist and maintain the resources and equipment of the Security Forces.*"

252.

Note that in the cases of ProIndicus and EMATUM were the very companies to request the approval, and not the Ministry of Finances. (*Reference Document: 2014-05-20 – MoF Request to BoM – MAM Loan Approval*).

253.

On the same date, through official letter 1119/DES/SLCD/pam/2014, the Banco de Moçambique informed the President of the Board of Directors of MAM that the request for authorization to contract an external loan from VTB CAPITAL PLC, in the maximum amount of USD 540 million, had been authorized at the Libor rate

plus a margin of 7%. (Reference Document: 2014-05-20 – BoM Letter to MAM – Loan Authorization).

254.

In the scope of use of the loan amount, on May 1, 2014, MAM, SA, represented by António Carlos do Rosário and Raúfo Ismael Irá and Privinvest Shipbuilding Investments LLC, located in Abu Dhabi, represented by Jean Boustany, entered into an agreement in the sum of USD 500,000,000.00 (five hundred million United States dollars) for provision of the following goods and services:

- Construction and equipping of a shipyard in Pemba;
- Construction of eight Interceptor DV15 vessels;
- Renovation of two existing facilities, in Maputo and Beira, for the provision of maintenance and review services for the vessels of ProIndicus and EMATUM, as well as oil and gas vessels;
- Management of the Pemba shipyard and of the facilities in Maputo and Beira, for a term of two years;
- Transfer of intellectual property and technology licenses to allow the construction of Interceptor DV15, Interceptor HSI32 and Interceptor WP18 vessels. The contract also determined the transfer of the copyright on fishing vessels and Ocean Eagle vessels, from EMATUM to MAM (without any payments to the Contracted Company);
- Supply of a Dual-Purpose Ship and its crew, for a term of two years; and
- Training of local personnel, to allow them to provide maintenance and construction services in the future.

255.

On December 22, 2014, MAM and the Contracted Company agreed to change the supply contract to reflect the ongoing challenges faced by the Contracted Company in regards to the fulfillment of the project in Mozambique. The Amended Supply Contract revised the scope of the supply to include:

- Equipment of two maintenance bases and services, located in Pemba and Maputo;
- Updating one of the bases to allow “basic steel works and vessel assembly activities;”
- Supply of a Dual Purpose Ship, the African Storm, and its crew, for a period of two years, at the end of which the vessel would be sold to MAM for USD 1,000. 000,00 (one million US dollars);
- Set up of the Maritime Institute of Mozambique (training facilities), to be located in two existing facilities, the Naval School of Pemba and the Nautical School of Maputo;
- Providing training at the Mozambican Maritime Institute for the maintenance and operation of the vessels provided to EMATUM and MAM; and
- Transfer of intellectual property licenses and technology, as set out in the Original MAM Supply Contract.

256.

MAM’s Amended Supply Contract only required that the Contractor provided an invoice, for the full price of the contract, not being required to provide detailed invoices with the price of each of the goods or services provided.

257.

In short, the amount of the loan was received as follows:

Date	Amount Received (USD)	Bank fees (USD)	Total Payment to the Contractor (USD)
05/23/2014	435,000,000.00	28,457,944.00	406,542,056.00
06/11/2014	100,000,000.00	6,542,056.00	93,457,944.00
Total	535,000,000.00	35,000,000.00	500,000,000.00

258.

It could be ascertained from the check carried out that the Pemba Shipyard is equipped.

259.

The existence of the African Storm, a dual purpose ship, was confirmed in Pemba. The facilities of the Pemba Naval School that were already concluded were visited and training on the vessels was being carried out by Specter, a Swedish company.

260.

According to the Contractor, the training planned suffered considerable delays due to the failure of the formal suspect (*arguido*) Antônio Carlos de Rosário, in his capacity as Chairman of the Board of Directors of MAM to provide suitable candidates (Document 2017.02.21- Privinvest submission).

261.

MAM received from the Privinvest Group USD 1,000,000.00 (one million US dollars) that were spent, essentially on salaries of its 14 employees, including the members of the management.

The irregularities that are being checked under the contracts concluded by the three companies ProÍndicus, SA, Ematum, SA and MAM, SA are summarized as follows:

262.

The negotiations of all contracts for the financing and supply of goods and services concluded by the companies ProÍndicus, Ematum and MAM were conducted by the formal suspects Teófilo Nhangumele and Antônio Carlos do Rosário, in conjunction with the formal suspect Gregorio Leão José, before the incorporation of the companies and always with the prospect of part of the amounts of the financing being diverted to the payment of bribes and other purposes unrelated to the subject matter of the contracts.

263.

In order to achieve this, the formal suspects and the Privinvest Group opted for concluding turnkey contracts for the supply of goods and services, which allows to accommodate situations of over-invoicing with the conviction that they will not be detected given that the Privinvest Group would not be required to submit the itemized prices of each of the goods supplied.

264.

With regard to the Guarantees issued in 2013, in illegal collusion with co-formal suspects Gregorio Leão and Antônio do Rosário, the formal suspect Manuel Chang issued Government Guarantees in favor of the loans taken out by ProÍndicus with Credit Suisse in the total amount of USD 622,000,000.00 (six hundred and twenty-two million US dollars) corresponding to 18,987,300,000.00 MT (eighteen billion, nine hundred and eighty seven million and three hundred thousand meticaís). (Exchange rate as of February 28, 2013 and June 14, 2013, of the Bank of Mozambique, in accordance with bulletin No.º 40 and 114 of 2013).

265.

Also in 2013, at the request of co-formal suspect Gregorio Leão José, for the loan application signed by the co-formal suspect Antônio Carlos de Rosario on behalf of the company EMATUM, SA, with Credit Suisse, he issued a guarantee in the amount of USD 850,000,000 (eight hundred and fifty million dollars) corresponding to 25,457,500,000.00 MT (twenty five billion, four hundred and fifty seven million and five hundred thousand meticaís).

266.

In total, he issued in 2013 in favor of the loans taken out by the two companies (ProÍndicus and MAM) a total amount of USD 1,472,000,000.00 corresponding to 44,444,800,000.00 MT, exceeding the limit imposed by Article 11 of Law no. 1/2013, of January 7 (Law that approved the State Budget for 2013) that allowed the issuance of guarantees up to a maximum of 183,500,000.00 MT (one hundred and eighty-three million and five hundred thousand meticaís).

267.

Then, in the year 2014, the formal suspect Manuel Chang issued Guarantees in favor of the loan taken out by MAM, SA to VTB Capital, in the amount of USD 540,000,000.00 (five hundred and forty million US dollars), corresponding to 16,594.200,000.00 MT (sixteen billion, five hundred and ninety-four million and two hundred thousand meticaís) at the request of co-formal suspect Gregorio Leão José.

268.

In the same year, he issued a Guarantee, although not used, in the amount of USD 278,000,000.00 (two hundred and seventy-eight million US dollars) corresponding to 8,884,880,000.00 MT in favor of the loan taken out by ProÍndicus with Credit Suisse.

269.

In total, Guarantees were issued for a total of USD 818,000,000.00 corresponding to 25,479,080,000.00 MT, exceeding the limit imposed by Article 11 of Law No. 1/2014, of January 24 (Law that approved the State Budget for 2014) that allowed the issuance of guarantees up to a maximum of 15,783,500,000.00 (fifteen billion, seven hundred and eighty-three million and five hundred thousand meticais)

270.

The amounts of the loan do not comply with the agreements undertaken with the International Monetary Fund and the World Bank.

271.

The feasibility studies that served as the basis for taking out the loans are misaligned with the real conditions and capacity of the three companies.

272.

The installation of the Monitoring and Protection System equipment was not completed because, in part they were not thought [*sic*] necessary and because of the fact that the equipment acquired by Ematum was not in working order.

273.

Part of the amount of the loan taken out by Ematum was used for the acquisition of patrolling equipment extraneous to its purpose and which was reoriented to Proindicus.

274.

The three companies did not operate and did not generate the revenues anticipated in the respective feasibility studies.

I.- Involvement of SEN Consultoria e Investimentos E.I. owned by Sérgio Alberto Namburete, Maria Inês Moiane Dove and Elias Moiane

275.

The formal suspect Maria Inês Moiane Dove served as private secretary to the President of the Republic of Mozambique from 2005 to 2014.

276.

In that capacity, in accordance with the provisions in article 19 of the Internal Regulations of the Office of the President of the Republic, approved by Executive Order No. 09/INT/2005 of May 11, it was incumbent upon her to:

- a) Prepare the daily activities program of the President of the Republic in coordination with the Chief of Staff Office and Chief of Staff Office of the Military;
- b) Prepare minutes or summaries of encounters and meetings;
- c) Transmit to the Ministers in the Presidency, the Secretary General of the Presidency of the Republic, the Advisers and other officers or staff, the specific decisions that the President of the Republic wishes were transmitted at any time;
- d) Prepare the issues to be addressed, contained in the summaries or in the file, by means of pre-briefs or by oral communication;
- e) Receive requests for audiences and propose those that are a priority;
- f) To accompany the President of the Republic in his travels and travels inside or outside the country;
- g) Coordinate and direct the Secretariat of the President of the Republic
- h) Perform other works determined by the President of the Republic.

277.

In the performance of her duties, the formal suspect Maria Inês Moiane prepared at least six meetings between the President of the Republic and senior leaders of the Prinvest Group, having established telephone and e-mail contacts with Jean Boustany to that end.

278.

In addition, she maintained contacts with Jean Boustany in the United Arab Emirates and in France during presidential visits to those countries.

279.

Under the pretext of facilitating Jean Boustany's access to the meetings he intended to arrange and establish with the President of the Republic, the formal suspect Maria Inês Moiane accepted an offer of money from the Privinvest Group for a total of €877,500.00 (eight hundred and seventy-seven thousand and five hundred euros).

280.

To conceal the real motivation of the payment, Maria Inês Moiane Dove asked her friend and co-formal suspect Sérgio Alberto Namburete to receive the amount in question and then transfer it to her.

281.

Thus, on November 18, 2014, the formal suspect Sergio Namburete created, in the "One-Stop Shop" Customer Center in the City of Maputo, an individual business enterprise called SEN Consultoria e Investimento, EI. (ff. 1497 Annex 28/5 of the bank information).

282.

On the very same day, the formal suspect Sérgio Namburete opened a bank account at Banco Comercial e de Investimentos, in euros with No. 1111091360001, with the company as the account holder.

283.

In collusion with the formal suspect Maria Inês Moiane, seven days after the company was incorporated, the formal suspect Sérgio Namburete and Logistic Internacional, Abu Dhabi, of the Privinvest Group concluded an alleged contract, dated November 25, 2014, under which SEN Consultoria e Investimentos was to provide consultancy services within the framework of a civil construction project for a term of one year (ff. 5218 to 5223-Vol. XXII).

284.

Thus, the Privinvest Group transferred a total of €877,500.00 (eight hundred and seventy-seven thousand and five euros) in two equal installments of €438,750.00 (four hundred and thirty-eight thousand, seven hundred and fifty euros) from the companies Logistics International, SAL on December 2, 2014 and Privinvest Shipbuilding, on December 18, 2014, to the account opened by SEN. (ff. 1512 and 1513 - Annex 28/5 of the bank information, ff. 5091 to 5127, 5224 to 5227 Vol. - XXII).

285.

In fact, the project included in the contract never existed, that is, SEN never provided any consultancy services to the Privinvest Group just as SEN never provided any services to any entities and never received in that account any other amount than the one originating from the Privinvest Group.

286.

In turn, the formal suspect Sérgio Alberto Namburete transferred to the formal suspect Maria Inês Moiane Dove, a total of €750,000.00 (seven hundred and fifty thousand euros), in two installments of the same amount of €375,000.00 (three hundred and seventy-five thousand euros) each on December 17 and 23, 2014, through her account, held in Standard Bank, No. 1211740501008. (ff. 5097 to 5099 and 5225 Vol. XXII).

287.

Once the amount was received, the formal suspect Maria Inês Moiane Dove set up a term deposit in the same bank, on January 21, 2015.

288.

After the term elapsed, on May 19, 2016, the formal suspect Maria Inês Moiane Dove made a transfer in the amount of €250,000.00 Euros (two hundred and fifty thousand euros), converted into meticais, totaling 15,125,000.00 MT, to her meticais account No. 1131740501004, also held in Standard Bank, maintaining €500,000 (five hundred thousand euros) on a term deposit (ff. 1549, 1572 and 1577 of Annex 28/5 of the bank information)

289.

Out of the aforementioned 15,125,000.00 MT, Maria Inês Moiane Dove purchased from Elónio Alexandre Muiuane, a type three property, located at Rua José Mateus n.º 138, 5º andar esquerdo, in Bairro Polana Cimento “A” - in the City of Maputo, for a price of 14,000,000.00 MT (fourteen million meticaïs), paid in two installments, one of 6,000,000 MT (six million meticaïs), on May 19, 2016 and another of 8,000,000 MT (eight million meticaïs) on May 30, 2016. (ff. 4418 to 4420 and 4421 - Vol. XIX).

290.

The payment of the property was made through transfers to the account No. 1135081621008 held in Standard Bank whose account holder is Empresa Individual Construções Linnea owned by the seller Elónio Alexandre Muiuane.

291.

Subsequently, the formal suspect, Maria Inês Moiane Dove, closed the term deposits in euros by transferring the respective amounts to her account in meticaïs, No. 1131740501004, in Standard Bank.

292.

With the amount of this account, the formal suspect Maria Inês Moiane Dove bought a property from a citizen named Salomão Sebastião Mabjaia, located on Rua de Mukumbura, esquina com a Avenida Armando Tivane, 1.º andar único, in Bairro Polana Cimento, City of Maputo, at a price of 12,000,000.00 MT (twelve million meticaïs) (ff. 4531 to 4534 Vol. XX).

293.

For the payment of this amount, on September 21, 2017, the formal suspect Maria Inês Moiane Dove issued check No. 109155209, in the amount of 5,000,000.00 MT (five million meticaïs) in favor of real estate agent Manuel Aurélio Dove and on the same date transferred 7,000,000.00 MT (seven million meticaïs) to the account of Gilberto da Conceição Alberto Mabjaia, at the request of the seller of the property (ff. 4453 to 4455, ff. 4456 Vol. 4651 to 4656, ff. 4657 to 4661 Vol. XX).

294.

In order to conceal her connection with the properties acquired by her, instead of getting the deeds, the formal suspect Maria Inês Moiane Dove was always represented by her brother, the co-formal suspect Elias Moiane, who was granted powers of attorney by the sellers of the properties (ff. 4446, XIX and 4657-Vol. XX).

295.

The powers of attorney granted by the sellers in favor of the formal suspect Elias Moiane gave him full powers to manage and administer the properties, represent them before any public, private and other institutions, and carry out any acts of registration; mortgage, sale to himself or to third parties for the price and under the terms and conditions he considered appropriate, do business with himself or with a third party, mortgage, sign the respective deed of sale; make verbal or written representation to those who were interested in it and, to that end, to promote, carry out, request, and sign whatever happened to be necessary for the full performance of the powers of attorney conferred upon him (ff. 4446, XIX and 4657 Vol. XX).

296.

Subsequently, the formal suspect Elias Moiane produced a document that entailed a sale of the property acquired from Elônio Muiuane, for 14,000,000.00 MT, to the daughters of the formal suspect Maria Inês Moiane Dove, identified by Carmem da Glória Dove and Gisela Filomena Roberto Dove at the price of 6,650,000.00 MT (ff. 8349-8358 Vol. XXXV).

297.

In fact, the formal suspect Elias Moiane did not sell the property to the daughters of the formal suspect Maria Inês Moiane Dove. He simply transferred the property. Declaring the amount of 6,650.000,00 MT was meant to pay a SISA (*Imposto sobre as Transmissões Onerosas* [Municipal Property Transfer Tax]) tax lower than the one actually due, taking into account that the actual amount of the sale was 14,000,000.00 MT.

298.

In turn, the formal suspect Sérgio Alberto Namburete benefited to the tune of €127,500.00 (one hundred and twenty-seven thousand five hundred euros) because of having assisted the co-formal suspect Inês in receiving the amount from the Privinvest Group.

299.

Out of this amount, the formal suspect Sérgio Namburete transferred, on March 18, 2015, €50,000.00 (fifty thousand euros) to an account whose account holder was the co-formal suspect Márcia Amélia Biosse de Caifaz Namburete, specifically and exclusively opened to that end in the BCI account No 510511110002 (ff. 5093 and 5094 Vol. XXII and f. 1804 Annex 28/5 of the bank information).

300.

Moreover out of the amount originating from the Privinvest Group, the formal suspect Sérgio Namburete, paid for improvements for of a plot of land located in the Laulane neighborhood, in the Municipal District of Ka-Mavota, City of Maputo, at a price of 2,400,000.00 MT from a citizen named Vicente Macóme (ff. 5136-5141 Vol. XXII).

301.

The remainder of the amount was drawn by means of various checks in installments of €4,000.00 (four thousand euros) (ff. 5101 to 5127 Vol. XXII and ff. 1594 to 1608 and 1804/5 Annex 28/5 of the bank information) .

302.

Out of the €50,000.00 (fifty thousand euros) received, the formal suspect Márcia Namburete returned €10,000 (ten thousand euros) to the account of co-formal suspect Sérgio Namburete, and spent the remainder drawing small installments ranging from €1,000.00 to €5,000.00 (five thousand euros) and by means of check issued in their favor and in favor of the co-formal suspect Sérgio Namburete (ff. 5093 and 5094 Vol. XXII and ff. 1083 to 1085 of Annex 28/5 of the information banking).

J. Involvement of M. Moçambique Construções. Lda de Fabião Salvador Mabunda. Ânsela Dinís Buque Leão. Sidónio Shoe. Khessaujee Ishwardas Pulchand, Naimo José Ouimbine and Simone Jaime Maumane.

303.

M. Moçambique Construções, Lda is a joint-stock company owned by the formal suspect Fabião Salvador Mabunda and his minor children Beliy Mabunda and Salvador Fabião Mabunda, aged 17 and 11 years respectively, and managed solely by the formal suspect Fabião Salvador Mabunda. (ff.).

304.

In collusion with and along with the efforts of the co-formal suspects Ângela Dinis Buque Leão and Gregorio Leão José, the co-formal suspect Fabião Salvador Mabunda, through his company M. Moçambique Construções, Lda, received a total of USD 8,999,916.00 (eight million, nine hundred and ninety-nine thousand, nine hundred and sixteen US dollars), equivalent to 277,997,932.69 MT (two hundred and seventy-seven million, nine hundred and ninety-seven thousand, nine hundred and thirty-two meticals and sixty-nine cents) from the Prinvest Group, who invested it in the interest of the Leão couple, relatives and in his own interest.

305.

The amount received by M Moçambique Construções, Lda, and subsequently invested in the interest of the Leão family was as payment of bribes to the formal suspect Gregorio Leão José for his role in designing the projects of the companies ProÍndicus, Ematum and MAM as well as making them feasible through of the request for issuance of State Guarantees to obtain financing credits of the three companies.

306.

To better conceal his involvement, the formal suspect Gregorio Leão José put at the front of all operations in his own interest the formal suspect Ângela Dinis Buque Leão, his wife.

307.

In order to conceal the true purpose of the payments made by the Prinvest Group to M. Moçambique Construções, Lda, the formal suspects Fabião Mabunda and Ângela Leão, in illegal collusion with Jean Boustany, forged two subcontracts referring to alleged infrastructure construction activities of the

Exclusive Economic Zone, one dated August 2, 2013 with Privinvest Shipbuilding and another dated January 2, 2014 with Logistics International Sal. (ff. 6268 to 6275 and 6276 to 6284 Vol. XXVI).

308.

While the subcontract concluded with Privinvest had a price of USD 3,510,000.00 (three million, five hundred and ten thousand US dollars), the second sub-contract does not even indicate its respective amount.

309.

Moreover, instead of the USD 3,510,000.00 related to the contract with Privinvest Shipbuilding, M Moçambique Construções Lda received a total amount of USD 3,999,952.

310.

In fact, the alleged purpose of the two subcontracts never came to fruition.

311.

As mentioned above, the company M Moçambique Construções, Lda. received a total of USD 8,999,916.00 in 7 installments in its bank account No. 200650515, held in Millennium BIM, as follows: (ff. 5236 to 5255-Vol. XXIII).

Date	Amount in MZM	Transfer arranged by
08/28/2013	29,799,018.49	Payment order issued by Privinvest Shipbuilding Sal Holding - AE 310271011001614000028 - USD 999,988 invoice 66
09/05/2013	29,979,015.28	Payment order issued by Privinvest Shipbuilding Sal Holding - AE 310271011001614000028 - USD 999,988 invoice 66
10/16/2013	29,799,015.33	Payment order issued by Privinvest Shipbuilding Sal Holding - AE

		10271011001614000028 - USD 999,988 invoice 66
12/03/2013	29,999,009.77	Prinvest Shipbuilding Sal Holding - AE 310271011001614000028 - USD 999,988 invoice 66
04/30/2014	53,888,955.92	Payment order issued by Logistics Intl Salt (off shore) Auh - AE 490271011201472786027 - USD 1,699,988 invoice 73
05/13/2014	53,973,958.05	Order of payment issued by Logistics - Invoice 66/73
06/03/2014	50,558,959.85	Order of payment issued by Logistics Intl Salt (off shore) Auh - AE 490271011201472786027 - invoice 73 - USD 1,599,988
Total	277,997,932.69	

312.

The first receipt of USD 999,988 corresponding to 29,799,018.49 MT registered on 08/28/2013 took place precisely two weeks after the Prinvest Group received USD 32,000,000.00 from Credit Suisse in connection with the addendum to the contract between ProIndicus and the Prinvest Group dated August 14, 2013.

313.

The second receipt coincides with the date on which Credit Suisse transferred USD 500,000,000.00 to the Prinvest Group under the contract concluded with Ematum on September 5, 2013.

314.

The installment on April 30, 2014 took place one week after the bank VTB Capital transferred USD 435,000,000 to the Prinvest Group under the contract concluded with MAM, SA.

315.

In order to facilitate the investment of the amounts originating from the Privinvest Group, Angela Buque appealed to the formal suspect Sidónio Siteo for him to assist her in the investment of some of those amounts, selling him properties and receiving amounts and later transferring them in small fractions.

316.

In fact, out the amount received by the Privinvest Group, the formal suspect, Fabião Salvador Mabunda, invested the equivalent of USD 1,500,000.00 (one million, five hundred thousand dollars) for the payment of three residential properties sold by the formal suspect Sidónio Siteo to the formal suspect Ângela Dinis Such as:

- A three-story residential building built in Plot No. 808/A9/2, with an area of 600 m², located at Rua 4552, Costa do Sol District, in the area called Cândida Cossa, City of Maputo at a price of USD 900,000.00 (nine hundred thousand dollars); (ff. 5320 and 5321 Vol. XXIII and ff. 5543 to 5559 Vol. XXIV).
- Two residential properties, semi-detached, two-story each, built in Plot No. 131A of Rua A, in Ponta D'Ouro in the District of Matutuine, Maputo Province, at a price of USD 300,000.00 three hundred thousand dollars) each, totaling USD 600,000.00 (six hundred thousand dollars) (ff. 5407 and 5408 Vol. XXIII external proceedings and ff. 5534 to 5542 Vol. XXIV).

317.

For the payment of the first property, the formal suspect Fabião Mabunda transferred from account No. 200650515 of M. Moçambique Construções, held in Millennium BIM, to account No. 52190075 of the formal suspect Sidónio Siteo in the same banking establishment, in two installments, the first in the amount of 11,520,000.00 MT, on August 29, 2013 and the second one, in the amount of 15,189,475.00 MT on September 6, 2013 (ff. 6614, 6615 and 6622 Vol. XXVIII and ff. 19 to 28 Annex 28/1 of the bank information).

318.

The formal suspect Fabião Mabunda paid the two semidetached properties in Ponta D'Ouro in two installments, the first one by means of a transfer from the account no. 200650515 of M. Moçambique Construções, held in Millennium BIM, to account No. 52190075 of Sidónio Siteo in the same banking establishment, in the amount of 9,000,000.00 MT, on May 19, 2014 and the second installment paid in cash in the amount of 12,959,632.00 MT (ff. 6515 Vol. XXVIII and f. 220 Annex 28/1).

319.

Ângela Dinis Buque Leão rented the three-story residential building built in Plot No. 808/A9/2, with an area of 600 m², located at Rua n.º 4552, Bairro Costa do Sol, to a citizen whose name was Elcy Cebyl Tholecy Venichand for a monthly rent of 160,000.00 MT paid through a deposit in her BIM account No. 7792255 from January 26, 2018 (ff. 8427 to 8442 Vol. XXXIV, [ff.] 9095 to 9098 Vol. XXXVIII, ff. 9105 to 9107 Vol. XXXVIII).

320.

She also rented the 2 semi-detached properties located in Ponta D 'Ouro to a South African citizen whose name was Desmond Wayne de Lange for a monthly rent of ZAR 10,000.00 (ten thousand rands) each, deposited in the account of the company named Leão Investimentos South Africa held in FNB No. 625484081 (ff. 8765 to 8777 Vol. XXXVIII).

321.

The formal suspect Fabião Mabunda transferred 29,600,000.00 MT, of the amount received from the Privinvest Group, to the account of the formal suspect Sidónio Siteo and the latter, in turn transferred it in small portions to the formal suspect Angela Diniz Ship Leão, issuing checks and delivering it in cash, (ff. 5560 to 5564 Vol XXIV).

322.

In the interest of the formal suspect Angela and Gregorio Leão, the formal suspect Fabião Mabunda transferred a total of 11,182,522.23 MT to Arktek, Lda a company devoted

to consultancy services in the field of civil construction, specialized in the preparation of architecture, engineering and inspection of works projects (ff. 131, 152, 439, 455 and 463 Annex 28/3 and ff. 1102, 1121, 1124 and 1125 Annex 28/4 all of the bank information).

323.

The amount sent by the formal suspect Fabio Mabunda to Arktek was as follows: (ff. 5239 to 5241 Vol. XXIII).

1. Amounts transferred from the M Moçambique Construções accounts:

- Two installments totaling 3,922,799.70 MT to the BIM account number 262735171 on September 5, 2013 and May 16, 2014;
- Two installments totaling 2. 755,000.00 MT to the BCI account No. 6953251110001 on April 14, 2015 and June 3, 2015;

2 Amount deposited in cash in the Arktek account by Fabião Mabunda: 2,284,722.53 MT on June 11;

3. Amount deposited in the personal account of Italma Pereira No. 6093007 in the Banco Único: 2,220,000.00 MT on July 10, 2015.

324.

These amounts were intended to pay the services contracted by Ângela Leão to Arktek company namely: preparation of projects related to 4 similar houses in the Costa do Sol area; disco in the area of the Belo Horizonte; residential house in Marracuene; commercial space project São Roque Kamaga, residential house in the City of Quelimane; revision of the project of a residential property in the area of Jonasse and supervision of the works for the implementation of the projects, (ff. 2272 to 2279 Vol. XXIII, ff. 5282 to 5289 Vol. XXIII, ff. 6441 to 6613 Vol. XXVII).

325.

In addition to the amounts sent by M Moçambique Constructions, Arktek received directly from the formal suspect Ângela Leão a total of 3,750,000.00 MT and USD 78,000.00 (seventy-eight thousand dollars) in her BCI accounts. (ff. 5241 Vol. XXIII).

326

Part of the amount of the multi-million bribe that the Leão couple received from the Privinvest Group through the company owned by defendant Fabião Mabunda and co-defendants Ângela and Gregório was used to purchase assets and carry out improvements amounting to a total of MT 36,325,127.98 to their residence, located in the Province of Maputo, District of Boane, Matola-Rio Administrative Post in the area known as Jonasse. (pp. 5364 to 5365, Vol. XXIII) distributed as follows:

327

Defendant Ângela Leão hired services to the company ICOMO, Ltda., described as various carpentry-related services, amounting to MT 1,170,000.00 MT paid to the personal account of this company's manager, Fernando Jorge de Carvalho Pacheco Pereira, by defendant Fabião Mabunda through M Moçambique Construções Lda. (pp. 5818, 5824, and 5825 Vol. XXV).

328

Defendant Ângela Leão hired services to the company Mozago Lda, described as finishing works to the Matola-Rio house, namely: tiles, painting, staircases, doors, windows, roofing, plaster walls, amounting to MT 20,365,000.00 paid by defendant Fabião Mabunda through M Moçambique Construções Lda. (pp. 5754 to 5761 and subsequent pages, Vol. XXV, pp.139, Annex 28/1 and 392, 444, 417, and 450 of Annex 28/2 of the banking information).

329

Defendant Ângela Leão also hired the company Mercury Comercial Lda, through Arktek, to supply construction material intended for the construction works, namely tiles and sanitary ware, amounting to USD 50,000.00 (fifty thousand US Dollars) and MT 2,859,125.99 paid by defendant Fabião Mabunda through M Moçambique Construções Lda. (pp. 5272 to 5279 Vol. XXIII, 5476 to 5478 Vol. XXIII and 5481 to 5498 Vol. XXIII and 5500 to 5501 Vol. XXIII, 6671 to 6756 Vol. XVIII)

330

Defendant Ângela Leão hired the company Trifásica, Lda, to supply and assemble a substation, air conditioning units, and to provide other expert services amounting to MT 8,181,001.99 paid by defendant Fabião Mabunda through M Mozambique Construções Lda (pp. 5432 to 5440 Vol. XXIII).

331

In order to expand the area where the residence of co-defendants Gregório and Ângela is located in the Jonasse area, they bought an outbuilding which is still under construction and implemented in a 45x90 meter plot of defendant Crimildo Jossias Manjate with the price of MT 3,750,000.00 (pp.5915 to 5919 Vol. XXV).

332

In order to receive the amount from the sale of the outbuilding at issue, defendant Crimildo Manjate provided instructions for such amount to be transferred from the banking account of M Moçambique Construções Lda to the account of his brother, Naldo Adércio Jossias Manjate, at BIM, with the No. 132770788, in order to conceal its links with the deal, since he was aware of the illegal origin of the sum (pp. 4475 Vol. XIX).

333

In 2013, defendant Mbanda Anabela Buque Henning in her capacity as owner of a real estate company named HIGHT hired the company Arktek to prepare a project for 14 townhouses amounting to USD 33,000,00 (thirty-three thousand Dollars), to be implemented in Bairro Costa do Sol. Meanwhile, in 2014, the project at issue was undertaken by her sister, co-defendant Ângela Leão (pp. 5932 to 5936 Vol. XV and pp. 6757 and subsequent pages Vol. XXIX).

334

From the 14 houses planned, the Project was rescaled to 10 houses and the implementation was budgeted at MT 65,176,500.50, distributed as follows (pp. 349 to 414 of Annex 29/2 of the documents seized from defendant Fabião Mabunda).

- Architecture - MT 17,037,319.30;

- Structures - MT 20,947,269.03;
- Hydraulics - MT 3,576,514.69
- Electric Power - MT 14,145,307.66
- Total VAT - MT 9,470,089.82

335

For the implementation of the project with 10 houses, defendant Fabião Mabunda received the total amount of MT 28,589,888.11 (pp. 971 Annex 29/3 of the documents seized from defendant Fabião Mabunda).

336

Defendant Fabião Mabunda at the behest of defendant Ângela Leão transferred from the M Moçambique Construções account the total amount of MT 12,865,000.00 (twelve million eight hundred sixty-five thousand MT) from the money originating from the Privinvest Group to defendant Mbanda Henning in two installments, the first of which amounted to MT 4,725,000.00 (four million seven hundred twenty-five MT) on September 6, 2013 and the second amounted to MT 8,140,000.00 (eight million one hundred forty thousand MT) on June 20, 2014, and the latter knew that such amount came from the Privinvest Group (pp. 806 to 826 of Annex 28/3 of the banking information)

337

Then, on April 14, 2015, at the behest of defendant Ângela Leão, defendant Fabião Mabunda transferred MT 3,000,000.00 (three million MT) from the M Moçambique Construções Lda account to the Torre Catering account held by defendant Ângela Leão's sister named Olga Dinis Buque, at the BCI bank with the Bank Identifier Code No. 00080000210638581095 (pp. 5885 to 5893 Vol. XXV and pp. 472 to 474 of Annex 28/2 of the banking information).

338

In addition to the amounts that defendant Fabião Mabunda transferred to several individuals and companies to hire their services in the interest of Ângela and Gregório Leão, he also earned amounts in his capacity as contractor building two houses for defendants Ângela and Gregório Leão located in Bairro Costa do Sol behind the Open building; (pp. 5364 Vol. XXIII).

To build the properties in question, defendant Fabião Mabunda received MT 17,528,593.00 (seventeen million five hundred twenty-eight thousand five hundred nine-three MT) deducted from the sum received from the Privinvest Group (pp. 971 Annex 29/3 of the documents seized from defendant Fabião Mabunda).

Moreover, regarding the sum that M. Moçambique Construções, Lda received from the Privinvest Group, defendant Fabião Salvador Mabunda bought a JCB backhoe loader, engine SA320/40343U0188614 from the company Máquina e Tractores de Moçambique priced at MT 2,750,000.00 (two million, seven hundred fifty thousand MT) through a bank transaction from the buyer's account to the seller's account (pp. 140 Annex 28/1 of the banking information).

Part of the money moved in account No. 200650515, in MT, was kept by Fabião Salvador Mabunda, who withdrew it by cashing checks (pp.120 to 123, 130, 148, 150, 151, 156, 159, 167, 178, 176, 185, 188, 191, 212, 213, 214, 217, 218, 220, and 222 Annex 28/1 of the banking information).

In addition to defendant Fabião Salvador Mabunda, the entities listed below also benefited from that money, as specified in the following table:

Order	Entities	Total (MT)	Bank account
1.	Inayat Mohamed Nasser	6,360,000.00	6331209510001- BCI Bank
2.	Moonwha G En Co	3,060,000.00	272969932 - Millennium BIM
3.	Daejoo Energy Innovation Technology [sic]	1,530,000.00	271867624 - Millennium BIM
4.	Khessaujee Ishwards Pulchand	13,480,000.00	228605236 - Millennium BIM

5.	Woolim Engineering Construction [sic] Co Lda	1,530,000.00	265191696 - Millennium BIM
6.	Berta Célia Fragoso Mandlate Noa	1,240,000.00	Check deposited at FNB
7.	CIMAC Imobiliária Lda	9,250,000.00	465 2106 - Banco Único
8.	Torre Catering Lda	3,000,000.00	000800002106385810195 - BCI
9.	Alberto João Wate	3,966,105.52	FNB account No. 4425810

343

From the sum received from the Privinvest Group, defendant Fabião Salvador Mabunda transferred the overall amount of MT 13,480,000.00 (thirteen million four hundred eighty thousand MT), to his friend and accomplice, defendant Khessaujee Ishwards Pulchand, between May 7 and July 31, 2014 through bank account No. 228605236, at Millennium BIM, held by the latter (pp. 155, 174, 201, 207, and 219 Annex 28/1 of the banking information).

344

Amounts were transferred as follows:

Date	Sum (MZM)	Transfer method
05/07/2014	4,920,000.00	Transfer to Khessaujee Pulchand
05/13/2014	6,560,000.00	Transfer to Khessaujee Pulchand
07/31/2014	500,000.00	check No. 6659640
07/31/2014	500,000.00	Check No. 6659683
07/31/2014	500,000.00	Check No. 6659675
07/31/2014	500,000.00	Check No. 6659640
Total	13,480,000.00	

345

Defendant Fabião Mabunda also transferred part of the sum arising from the Privinvest Group to defendant Naimo José Quimbine, amounting to MT 5,682,907.38 (five million six hundred eighty-two thousand nine hundred and seven MT and thirty-eight cents) issuing checks to this defendant (pp. 190, of Annex 28/1 and 512 to 553 of Annex 28/2, both of them are annexes to the banking information).

346

The amount was transferred as follows:

Date	Sum (MZM)	Transfer method
09/06/2013	617,907.38	check No. 4384881
06/29/2015	245,000.00	check No. 185
05/15/2015	500,000.00	Check No. 64
05/15/2015	500,000.00	Check No. 65
05/08/2015	500,000.00	Check No. 30
05/08/2015	500,000.00	Check No. 28
05/08/2015	500,000.00	Check No. 29
05/08/2015	500,000.00	Check No. 31
05/08/2015	500,000.00	Check No. 32
05/08/2015	352,500.00	Check No. 24
05/08/2015	500,000.00	Check No. 33
05/08/2015	467,500.00	Check No. 53
Total	5,682,907.38	

347

On August 3, 2015, defendant Fabião Mabunda transferred part of the money coming from the Privinvest Group to defendant Simione Jaime Mahumane, by issuing check No. 230, held by the company M Moçambique Construções Lda. amounting to MT 872,500.00 (eight hundred seventy-two thousand five hundred MT) (pp. 515 of Annex 28/2 of the banking information).

K - Involvement of defendant Manuel Renato Matusse

348

Defendant Manuel Renato Matusse served as Political Affairs Advisor to the President of the Republic between 2005 and 2014.

349

Pursuant to the provisions in Article 8 of the Internal Regulation of the Office of the President of the Republic, approved by Presidential Order No. 09/INT/2005 dated May 11, such capacity entailed the following activities:

- a) Assisting and advising the President of the Republic with regard to political affairs;
- b) Providing the appropriate processing to documentation and correspondence of political nature entering or leaving the Office of the President of the Republic;
- c) Preparing reports and information that help the President of the Republic carrying out his activities in political contexts;
- d) Supporting the President of the Republic in his relationship with political parties and other sectors of civil society;
- e) Supporting the President of the Republic in following up the domestic and international political environment;
- f) Initiating studies and issuing expert reports on political affairs, drawing attention to possible and necessary measures that must be taken by the President of the Republic;
- g) Drafting the speeches and interventions of the President of the Republic in coordination with the Studies Office;
- h) Performing other functions determined by the President of the Republic.

350

In performing his duties, the defendant knew Jean Boustany and Iskandar Safa, Privinvest Group managers, who went to the Office of the President of the Republic to meet with the Head of State.

351

From that moment on, the defendant took on the role of facilitator in softening and brokering the interests of the Privinvest Group in Mozambique.

352

Some of the interests of the Privinvest Group that would get the defendant's support in their follow up and implementation included the construction of a shipyard, the creation of a sovereign wealth fund with the participation of royal families from Arab countries and members of the Privinvest Group, the production and financing of a book on the legacy of the President of the Republic, the purchase of Televisão Independente de Moçambique - TIM [TV network], and the supply of communication technology (pp. 2071 to 2146 Vol. X).

353

In that respect, the defendant organized the visit of the President of the Republic to the Privinvest shipyards in Abu Dhabi in March 2013, as well as the visit of the President of the Republic to France, in September 2013, which included the visit to the shipyards of Constructions Mécaniques de Normandie of the Privinvest Group, where the EMATUM boats were being built (pp. 2069 to 2070 and 2153 to 2159 Vol. X).

354

Taking advantage of his capacity as Advisor to the President of the Republic, and under the pretext of using his influence to soften and broker the interests of the Privinvest Group in Mozambique, the defendant received the overall amount of USD 2,000,000.00 (two million US Dollars) from this group.

355

In order to hide his connection to this sum and particularly its origin, instead of receiving the sum directly into his accounts, the defendant pinpointed the assets he intended to buy and sent the details of the sellers' accounts to the Privinvest Group which, in turn, transferred the corresponding purchase sums to their accounts.

356

This is how the defendant bought an apartment from private citizen Neusa Cristina Meneses de Matos located at Avenida Julius Nyerere, No. 794, 5th floor, right side, City of Maputo, for a price of USD 450.000,00 (four hundred fifty thousand US Dollars).

357

To pay for the apartment, the Privinvest Group transferred the total of € 234,872.61 (two hundred thirty-four thousand eight hundred seventy-two thousand Euros and sixty-one cents), corresponding to USD 300,000.00 (three hundred thousand US Dollars), in two installments, on August 5, 2013 and September 5, 2013, from its Abu Dhabi account to account No. 0260002710900, at Caixa Geral de Depósitos in Portugal, held by Neusa Matos. (pp. 2371 to 2387; 2390 to 2392, and 2345 to 2346 Vol. XI).

358

To pay the missing amount, the Privinvest Group made the transfer to account No. 139996318 USD held by Neusa Matos, at Millennium BIM in Mozambique.

359

To receive part of the money, while hiding his connection to the sum, the defendant instructed the Privinvest Group to transfer an additional amount of USD 150,000.00 (one hundred fifty thousand US Dollars) to Neusa Matos' bank account.

360

In other words, instead of Privinvest transferring only the amount of USD 150,000.00 (one hundred fifty thousand US Dollars) required to complete the payment for the property bought on September 26, 2013, Privinvest transferred USD 300,000.00 (three hundred thousand US Dollars), so that the difference of USD

150,000.00 would be transferred to defendant Renato Matusse who would then be able to take possession of the amount (pp. 2346 Vol. XI).

361

Indeed, Neusa Matos transferred to the BIM account No. 56688838 held by defendant Renato Matusse, on October 9, 2013, the additional USD 150,000.00 (one hundred fifty thousand US Dollars) sent on purpose (pp. 2347 Vol. XI).

362

For legal purposes, defendant Renato Matusse, instead of declaring the USD 450,000.00 (four hundred fifty thousand US Dollars), which was the actual amount paid for the acquisition of Neusa Matos' property, declared that such property cost only USD 150,000.00 (one hundred fifty thousand US Dollars), an amount which was also taken into account to pay for the SISA (Real Estate Transfer Tax). (pp. 2348 Vol. XI).

363

Subsequently, Renato Matusse sold the property bought from Neusa Matos to a company named Okanga Representações, Lda, for a price of MT 9,000,000.00. (pp. 2153 to 2159- Vol. XI).

364

The money resulting from this sale was used by defendant Renato Matusse for several purposes, such as:

- Building a fencing wall in a two-hectare lot with approximately 1 km and one and a half meter of height for his residence in Muzingane, District of Limpopo, Province of Gaza;
- Installing a mill at his residence in Muzingane, District of Gaza;
- Restoring a house in Muzingane;
- Purchasing birthday and wedding gifts;
- Charitable activities for friends, sports organizations in Muzingane, District of Limpopo - Gaza;

- Organizing soccer tournaments in Muzingane, District of Limpopo - Gaza;
- Trips and parties.

365

Defendant Renato Matusse applied the remainder of the sum coming from the Privinvest Group in deposits in bank account No. 0014201015120, at Barclays (pp. 2283/4. Vol. XI), in bank account No. 100131021012 at Banco ABC (pp. 2285/6. Vol. XI) and other expenses.

366

Using the amount from the Privinvest Group's bribe, defendant Renato Matusse bought a property from Isidora da Esperança Faztudo located at the so-called "Coca-Cola Condominium", at Avenida Julius Nyerere, No. 4182, house No. 1, City of Maputo, priced at USD 1,100,000.00 (one million one hundred thousand US Dollars) (pp. 2126 to 2134 Vol. XI).

367

In order to hide the ownership of the property bought, the corresponding public deed was signed by his companion Guilhermina Ernesto Langa. (pp. 2126 to 2134. Vol. XI).

368

To pay for this property, the Privinvest Group transferred USD 950,000.00 (nine hundred fifty thousand US Dollars) to Isidora Faztudo's account at Millennium BIM and the remaining USD 150,000.00 (one hundred fifty thousand US Dollars) were paid by defendant Renato Matusse himself using the surplus amount that the Privinvest Group had transferred to Neusa Matos' account (pp. 2261. Vol. XI).

369

Under the instructions of defendant Renato Matusse, pursuant to an agreement dated May 11, 2016, Guilhermina Ernesto Langa subsequently exchanged this property for two apartments located in the Serafim building, Avenida Julius Nyerere No. 106, one of which was on the 1st floor, right side, and other was on the 2nd floor, left side, and a 2-story house with 4 bedrooms, at Rua dos Cavalos, City of Maputo,

all of which were owned by Tânia Margaret Piris da Conceição Finocchi. (pp. 2135 to 2141; 2153 to 2159 Vol. X and 7363/4 Vol. XXXI).

370

Furthermore, defendant Renato Matusse bought:

- At Toyota Mozambique, a Toyota Hilux vehicle, model KUN26R-PR-3.0D, with the license plate ADF - 042-MP, grey color, for USD 65,000.00. (pp. 2268 to 2271 - Vol. X).
- At Somotor, a Hyundai vehicle, model IX355L, with the license plate ADG-251MP, for USD 53,000.00. (pp. 2272 to 2275-Vol. X).

371

Those vehicles were paid through transfers made by the Privinvest Group directly to the aforesaid car stands.

372

In order to hide his connection to the vehicles, the defendant resorted to an individual named Fanuel Samuel Paunde to take care of the entire paperwork process, including getting quotes (pp. 2265 to 2267 - Vol. X).

L - Involvement of Zulficar Ali Esmail Ahmad

373

Defendant Zulficar Ali Esmail Ahmad is the holder of bank account No. 80558610002 USD at BCI. (pp. 1341 Annex 28/4 of banking information).

374

Even though he never provided any service to the Privinvest Group, on May 29, 2013, defendant Zulficar Ahmad received USD 100,000.00 from that business group through the above-mentioned account.

375

In order to disguise the use of the money received, defendant Zulficar Ahmad then withdrew the money in amounts of up to USD 5,000.00, issuing several checks to himself and his wife Nádia Hanif Mahomed Bhikha, his friends, and partners at the company EPS - ZON (services provider owned by Zulficar Osman and Nordin), Osman Mahomed and Nordin Issufo Amade Aboobacar (pp. 1340 to 1362 of Annex No. 28/4 of banking information).

376

Further, in order to disguise the actual use of the amounts, whenever the defendant made a withdrawal, he would report to the bank that such amounts were intended for travelling and tourism.

M - Additional involvement of defendant Antônio Carlos do Rosário

377

On an unspecified date, in the year 2013, defendant Carlos do Rosário decided to buy residential real estate property in the City of Quelimane, Province of Zambezia, using the money coming from the Privinvest Group for such purpose.

378

Hence, he identified a 3-bedroom 2-story property located at Rua Patrice Lumumba, behind the debtors' prison, City of Quelimane, Province of Zambezia, owned by Carlos Alexandre Reis, Carolina Reis' father.

379

In order not to be personally involved in the negotiations for the acquisition of the property, defendant Antônio Carlos do Rosário was represented by João Carlos Abreu dos Santos Fortes (pp. 9435 of Vol. XL).

Thus, in order to hide his participation in the transaction, defendant Antônio do Rosário, in coordination with Jean Boustany, instructed the latter to make a transfer from the Privinvest Group's bank account to bank account No. 3180028710001 in MT, at BCI, held by Carolina da Piedade dos Reis.

381

In implementing the plan outlined by both, the Privinvest Group transferred the overall amount of USD 249,972.00 corresponding to MT 7,311,681.00 in two installments, the first of which on August 28, 2013, amounting to USD 179,986.00 corresponding to MT 5,264,590.50 and the second on September 17, 2013, amounting to USD 69,986.00 corresponding to MT 2,047,090.50 MT. (pp. 9325 to 9330 Vol. XXXIX and pp. 1260 to 1303, Annex 28/4 of the banking information).

382

Subsequently, defendant Antônio Carlos do Rosário entered into a public title of property for said property with Carlos Alexandre Reis and registered such property in his name. (pp. 9435, 9437 XL).

N - Other facts involving defendant Bruno Evans Tandane Langa

383

In compliance with the respective court orders, on February 14, 2019 legal authorities carried out search and seizure proceedings at the residence of defendant Bruno Evans Tandane Langa, in the City of Matola, Avenida Samora Machel, Condomínio Garden Park No. 125, house No. 10.

384

Two firearms were found inside the house, one of which was an Italian-made Pietro Beretta Gardone, V.T, 7.65 mm Cal. gun, serial number G58846W CAT5585, with its 12-shot loader. The other firearm was a Chinese-made Luger Air Hawk, 4.5 mm Cal., serial number 00183846, with a telescopic sight with number CZ394E130373 (pp. 8154 to 8158 Vol. XXXV).

380

The firearms in question are a property of, and were owned by defendant Bruno Evans Tandane Langa. Following their ballistic testing, it was concluded that they had been fired before, are in good condition and fit for use.

386

The defendant has no legal authorization to own and use those firearms N -
The subjective element of criminal offenses and legal subsumption of the facts

387

All defendants acted deliberately, freely and aware of their decisions.

388

Therefore, due to his conduct, defendant Teófilo Francisco Pedro Nhangumele caused a material injury to the Mozambican Government amounting to [USD] 8,500,000.00 (eight million five hundred thousand US Dollars) which he integrated into his estate.

389

Defendant Bruno Evans Tandane Langa caused a material injury to the Mozambican Government amounting to [USD] 8,500,000.00 (eight million five hundred thousand US Dollars) which he integrated into his estate.

390

In turn, Armando Ndambi Guebuza caused a material injury to the Mozambican Government amounting to USD 33,000,000.00 (thirty-three million US Dollars) which he integrated into his estate.

391

Defendants Gregório Leão José and Ângela Leão caused a material injury to the Mozambican Government amounting to MT 110,481,657.21 (one hundred ten million four hundred eighty-one thousand six hundred fifty-seven MT and twenty-one cents) which they integrated into their estates.

392

Defendant Fabião Salvador Mabunda caused a material injury to the Mozambican Government amounting to MT 101,496,189.37 (one hundred one million four hundred ninety-six thousand one hundred eighty-nine MT thirty-seven cents) which he integrated into his estate.

393

Defendant Mbanda Anabela Buque Henning caused a material injury to the Mozambican Government amounting to MT 12,865,000.00 (twelve million eight hundred sixty-five thousand MT) which she integrated into her estate.

394

Due to his conduct, defendant Khessaujee Ishwards Pulchand caused a material injury to the Mozambican Government amounting to MT 13,480,000.00 (thirteen million four hundred eighty thousand MT).

395

Defendant Naimo José Quimbine integrated into his estate MT 5,682,907.38 (five million six hundred eighty-two thousand nine hundred and seven MT and thirty-eight cents) thereby causing a material injury to the Mozambican Government.

396

Defendant Zulficar Ali Esmail Ahmad caused a material injury to the Mozambican Government amounting to USD 100,000.00 (one hundred thousand US Dollars) which he integrated into his estate.

397

Defendant Antônio Carlos do Rosário caused a material injury to the Mozambican Government amounting to USD 249,972.00 (two hundred forty-nine thousand nine hundred seventy-two US Dollars) which he integrated into his estate.

398

Defendant Simone Jaime Mahumane caused a material injury to the Mozambican Government amounting to MT 872,500.00 (eight hundred seventy-two thousand five hundred MT) which he integrated into his estate.

399

Defendant Manuel Renato Matusse caused a material injury to the Mozambican Government amounting to USD 2,000,000.00 (two million US Dollars) which he integrated into his estate.

400

Defendant Maria Inês Dove Moiane caused a material injury to the Mozambican Government amounting to EUR 750,000.00 (seven hundred fifty thousand Euro) which she integrated into her estate.

401

Defendant Sérgio Alberto Namburete, EUR 87,500.00 (eighty-seven thousand five hundred Euro) which he integrated into his estate.

402

Defendant Márcia Amélia Biosse de Caifaz Namburete caused a material injury to the Mozambican Government amounting to EUR 40,000.00 (forty thousand Euro) which she integrated into her estate.

403

All defendants acted through joint efforts and with common purposes, placing their individual interests above the greater interest of the Government.

404

Defendants Gregório, Antônio, Cipriano, Teófilo, Ndambi, and Bruno by directly or indirectly creating terms for the engagement of debts by the three companies, while breaching legal criteria and limits, undermined the Government's credibility thereby affecting the country's economy.

405

All defendants, by taking and receiving money from the Prinvest Group and integrating it in their estates, intended to squander the assets of the Mozambican Government.

406

Due to the defendants' conduct, the Mozambican Government was placed in a difficult economic position.

407

They acted with a firm commitment to convert, conceal and disguise the criminal origin of the money.

408

All defendants acted deliberately, freely and aware of their decisions.

409

They knew that such conduct was not allowed.

For all these reasons, the defendants were accessories and perpetrators, in accumulation, of the following crimes:

1. Bruno Evans Tandane Langa

- a) *Blackmail*, provided for, and sanctioned by Article 452, 2nd § of the Criminal Code in effect on the date of the events and Article 301, No. 3 of the Criminal Code currently in effect;
- b) *4 Other Document Frauds*, provided for, and sanctioned by the joint provisions in Articles 219, No. 1 of the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, and 218, No. 1 of the same code; currently provided for, and sanctioned by Article 538, in conjunction with Article 537, No. 1, subparagraph a) of the current Code;

- c) *Using a False Document*, provided for, and sanctioned by Article 222 of the applicable Criminal Code on the date of the events, currently provided for, and sanctioned by Article 542 of the Criminal Code;
- d) *Defalcation*, provided for, and sanctioned by the joint provisions in Article 453 and 421, No. 5, both of the applicable Criminal Code on the date of the events and No. 1 of Article 302, in conjunction with subparagraph a) of Article 270, both of the Criminal Code in effect;
- e) *Possession of Prohibited Firearms* provided for, and sanctioned by the provisions in No. 2 of Article 358 of the Criminal Code;
- f) *Criminal Conspiracy*, provided for, and sanctioned by No. 1 of Article 263 the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, currently provided for, and sanctioned by No. 1 of Article 458 of the Criminal Code;
- g) *Passive Bribery for Illicit Act* provided for, and sanctioned by No. 1 of Article 7 and No. 3 of Article 2, of Law No. 6/2004 of June 17, applicable on the date of the events and Article 502, No. 1 and 2 of the Criminal Code.
- h) *Money Laundering*, provided for, and sanctioned by Article 4, No. 1, subparagraph a) of Law No. 7/2002, of February 5 (Law establishing the legal framework for preventing and reproaching the use of the financial system to carry out activities involving the laundering of money, assets, products, or rights originating from criminal activities) applicable to all acts taking place prior to November 12, 2013, and Articles 4, No. 1, subparagraph a; 7, No. 1 subparagraphs a), i), k), and t), and 75, No. 1, subparagraph a) of Law No. 14/2013, dated August 12 (Law for the Prevention of and the Fight Against Money Laundering and Terrorism Financing) applicable to all acts taking place following the entry into force of this law on November 12, 2013;

2. Teófilo Francisco Pedro Nhangumele

- a) *Blackmail*, provided for, and sanctioned by Article 452, 2nd § of the Criminal Code that applies on the date of the events and Article 301, No. 3 of the Criminal Code in effect;
- b) *4 Other Document Frauds*, provided for, and sanctioned by the joint provisions in Articles 219, No. 1 of the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, and 218, No. 1 of the same code; currently provided for, and sanctioned by Article 538, in conjunction with Article 537, No. 1, subparagraph a) of the current Code;
- c) *Using a False Document*, provided for, and sanctioned by Article 222 of the applicable Criminal Code on the date of the events, currently provided for, and sanctioned by Article 542 of the Criminal Code;
- d) *Defalcation*, provided for, and sanctioned by the joint provisions in Article 453 and 421, No. 5, both of the applicable Criminal Code on the date of the events and No. 1 of Article 302, in conjunction with subparagraph a) of Article 270, both of the Criminal Code in effect;
- e) *Passive Bribery for Illicit Act* provided for, and sanctioned by No. 1 of Article 7 and No. 3 of Article 2, of Law No. 6/2004 of June 17, applicable on the date of the events and Article 502, No. 1 and 2 of the Criminal Code in effect.
- f) *Criminal Conspiracy*, provided for, and sanctioned by No. 1 of Article 263 the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, currently provided for, and sanctioned by No. 1 of Article 458 of the Criminal Code.
- g) *Money Laundering*, provided for, and sanctioned by Article 4, No. 1, subparagraph a) of Law No. 7/2002, of February 5 (Law establishing the legal framework for preventing and reproaching the use of the financial

system to carry out activities involving the laundering of money, assets, products, or rights originating from criminal activities) applicable to all acts taking place prior to November 12, 2013, and Articles 4, No. 1, subparagraph a; 7, No. 1 subparagraphs a), i), k), and t), and 75, No. 1, subparagraph a) of Law No. 14/2013, dated August 12 (Law for the Prevention of and the Fight Against Money Laundering and Terrorism Financing) applicable to all acts taking place following the entry into force of this law on November 12, 2013;

3. **Cipriano Sisínio Mutota**

- a) *Defalcation*, provided for, and sanctioned by the joint provisions in Article 453 and 421, No. 5, both of the applicable Criminal Code on the date of the events and No. 1 of Article 302, in conjunction with subparagraph a) of Article 270, both of the Criminal Code in effect;
- b) *Money Laundering*, provided for, and sanctioned by Article 4, No. 1, subparagraph a) of Law No. 7/2002, of February 5 (Law establishing the legal framework for preventing and reproaching the use of the financial system to carry out activities involving the laundering of money, assets, products, or rights originating from criminal activities) applicable to all acts taking place prior to November 12, 2013, and Articles 4, No. 1, subparagraph a; 7, No. 1 subparagraphs a), i), k), and t), and 75, No. 1, subparagraph a) of Law No. 14/2013, dated August 12 (Law for the Prevention of and the Fight Against Money Laundering and Terrorism Financing) applicable to all acts taking place following the entry into force of this law on November 12, 2013;
- c) *Passive Bribery for Illicit Act* provided for, and sanctioned by the provision in No. 1 of Article 7 of Law No. 6/2004 of June 17, applicable on the date of the events and Article 502, No. 1 and 2 of the Criminal Code currently in effect.
- d) *Criminal Conspiracy*, provided for, and sanctioned by No. 1 of Article 263 the Criminal Code in effect on the date of the events, as amended by Law

No. 10/87, dated September 19, currently provided for, and sanctioned by No. 1 of Article 458 of the Criminal Code.

4. Armando Ndambi Guebuza

- a) *Blackmail*, provided for, and sanctioned by Article 452, 2nd § of the Criminal Code in effect on the date of the events and Article 301, No. 3 of the Criminal Code currently in effect;
- b) *Criminal Conspiracy*, provided for, and sanctioned by No. 1 of Article 263 the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, currently provided for, and sanctioned by No. 1 and 3 of Article 458 of the Criminal Code;
- c) *4 Other Document Frauds*, provided for, and sanctioned by the joint provisions in Articles 219, No. 1 of the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, and 218, No. 1 of the same code; currently provided for, and sanctioned by Article 538, in conjunction with Article 1, No. 1, subparagraph a) of the current Criminal Code;
- d) *Using a False Document*, provided for, and sanctioned by Article 222 of the applicable Criminal Code on the date of the events, currently provided for, and sanctioned by Article 542 of the Criminal Code;
- e) *Passive Bribery for Illicit Act* provided for, and sanctioned by the provision in No. 1 of Article 7 of Law No. 6/2004 of June 17, applicable on the date of the events and Article 502, No. 1 and 2 of the Criminal Code currently in effect.
- f) *Defalcation*, provided for, and sanctioned by the joint provisions in Article 453 and 421, No. 5, both of the applicable Criminal Code on the date of the events and No. 1 of Article 302, in conjunction with subparagraph a) of Article 270, both of the Criminal Code in effect;
- g) *Money Laundering*, provided for, and sanctioned by Article 4, No. 1, subparagraph a) of Law No. 7/2002, of February 5 (Law establishing the legal framework for preventing and reproaching the use of the financial system to carry out activities involving the laundering of money, assets, products, or rights originating from criminal activities) applicable to all acts taking place prior to November 12, 2013, and Articles 4, No. 1, subparagraph a; 7, No. 1 subparagraphs a), i), k), and t), and 75, No. 1,

subparagraph a) of Law No. 14/2013, dated August 12 (Law for the Prevention of and the Fight Against Money Laundering and Terrorism Financing) applicable to all acts taking place following the entry into force of this law on November 12, 2013;

5. **Gregório Leão José**

- a) *Abuse of Office or function*, provided for, and sanctioned by Article 16 of Law No. 9/87 of September 19, (Economy Defense Law), applicable on the date of the events, and Article 507 of the Criminal Code currently in effect;
- b) *Embezzlement*, provided for, and sanctioned by the joint provisions in Articles 313 and 437, 421 No. 5, and 55 No. 3, all of which are Articles of the applicable Criminal Code on the date of the events, provided for, and sanctioned by subparagraph d) of Article 514 of the Criminal Code.
- c) *Criminal Conspiracy*, provided for, and sanctioned by No. 1 of Article 263 the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, currently provided for, and sanctioned by No. 1 and 3 of Article 458 of the Criminal Code;
- d) *Passive Bribery for Illicit Act* provided for, and sanctioned by the provision in No. 1 of Article 7 of Law No. 6/2004 of June 17, applicable on the date of the events and Article 502, No. 1 and 2 of the Criminal Code in effect;
- e) *Other Document Fraud*, provided for, and sanctioned by the joint provisions in Articles 219, No. 1 of the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, and 218, No. 1 of the same code; currently provided for, and sanctioned by Article 538, in conjunction with Article 1, No. 1, subparagraph a) of the Criminal Code in effect;

- f) *Defalcation*, provided for, and sanctioned by the joint provisions in Article 453 and 421, No. 5, both of the applicable Criminal Code on the date of the events and No. 1 of Article 302, in conjunction with subparagraph a) of Article 270, both of the Criminal Code in effect;
- g) *Money Laundering*, provided for, and sanctioned by Article 4, No. 1, subparagraph a) of Law No. 7/2002, of February 5 (Law establishing the legal framework for preventing and reproaching the use of the financial system to carry out activities involving the laundering of money, assets, products, or rights originating from criminal activities) applicable to all acts taking place prior to November 12, 2013, and Articles 4, No. 1, subparagraph a; 7, No. 1 subparagraphs a), i), k), and t), and 75, No. 1, subparagraph a) of Law No. 14/2013, dated August 12 (Law for the Prevention of and the Fight Against Money Laundering and Terrorism Financing) applicable to all acts taking place following the entry into force of this law on November 12, 2013.

6. Antônio Carlos do Rosário

- a) *Abuse of Office or function*, provided for, and sanctioned by Article 16 of Law No. 9/87 of September 19, (Economy Defense Law), valid on the date of the events, and Article 507 of the Criminal Code currently in effect;
- b) *Passive Bribery for Illicit Act* provided for, and sanctioned by the provision in No. 1 of Article 7 of Law No. 6/2004 of June 17, valid on the date of the events and Article 502, No. 1 and 2 of the Criminal Code in effect;
- c) *Criminal Conspiracy*, provided for, and sanctioned by No. 1 of Article 263 the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, currently provided for, and sanctioned by No. 1 and 3 of Article 458 of the Criminal Code currently in effect.
- d) *Money Laundering*, provided for, and sanctioned by Article 4, No. 1, subparagraph a) of Law No. 7/2002, of February 5 (Law establishing the legal framework for preventing and reproaching the use of the financial

system to carry out activities involving the laundering of money, assets, products, or rights originating from criminal activities) applicable to all acts taking place prior to November 12, 2013, and Articles 4, No. 1, subparagraph a; 7, No. 1 subparagraphs a), i), k), and t), and 75, No. 1, subparagraph a) of Law No. 14/2013, dated August 12 (Law for the Prevention of and the Fight Against Money Laundering and Terrorism Financing) applicable to all acts taking place following the entry into force of this law on November 12, 2013.

7. **Ângela Diniz Buque Leão**

- a) *Document Fraud*, provided for, and sanctioned by the joint provisions in Articles 219, No. 1 of the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, and 218, No. 1 of the same code; currently provided for, and sanctioned by Article 538, in conjunction with Article 1, No. 1, subparagraph a) of the Criminal Code;
- b) *Defalcation*, provided for, and sanctioned by the joint provisions in Article 453 and 421, No. 5, both of the applicable Criminal Code on the date of the events and No. 1 of Article 302, in conjunction with subparagraph a) of Article 270, both of the Criminal Code;
- c) *Criminal Conspiracy*, provided for, and sanctioned by No. 1 of Article 263 the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, currently provided for, and sanctioned by No. 1 of Article 458 of the Criminal Code;
- d) *Money Laundering*, provided for, and sanctioned by Article 4, No. 1, subparagraph a) of Law No. 7/2002, of February 5 (Law establishing the legal framework for preventing and reproaching the use of the financial system to carry out activities involving the laundering of money, assets, products, or rights originating from criminal activities) applicable to all acts taking place prior to November 12, 2013, and Articles 4, No. 1, subparagraph a; 7, No. 1 subparagraphs a), i), k), and t), and 75, No. 1, subparagraph a) of Law No. 14/2013, dated August 12 (Law for the

Prevention of and the Fight Against Money Laundering and Terrorism Financing) applicable to all acts taking place following the entry into force of this law on November 12, 2013.

8. Fabião Salvador Mabunda

- a) *Document Fraud*, provided for, and sanctioned by the joint provisions in Articles 219, No. 1 of the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, and 218, No. 1 of the same code; currently provided for, and sanctioned by Article 538, in conjunction with Article 1, No. 1, subparagraph a) of the Criminal Code;
- b) *Defalcation*, provided for, and sanctioned by the joint provisions in Article 453 and 421, No. 5, both of the applicable Criminal Code on the date of the events and No. 1 of Article 302, in conjunction with subparagraph a) of Article 270, both of the Criminal Code;
- c) *Criminal Conspiracy*, provided for, and sanctioned by No. 1 of Article 263 the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, currently provided for, and sanctioned by No. 1 of Article 458 of the Criminal Code.
- d) *Money Laundering*, provided for, and sanctioned by Article 4, No. 1, subparagraph a) of Law No. 7/2002, of February 5 (Law establishing the legal framework for preventing and reproaching the use of the financial system to carry out activities involving the laundering of money, assets, products, or rights originating from criminal activities) applicable to all acts taking place prior to November 12, 2013, and Articles 4, No. 1, subparagraph a; 7, No. 1 subparagraphs a), i), k), and t), and 75, No. 1, subparagraph a) of Law No. 14/2013, dated August 12 (Law for the Prevention of and the Fight Against Money Laundering and Terrorism Financing) applicable to all acts taking place following the entry into force of this law on November 12, 2013.

9. Sidónio Siteo

- a) *Criminal Conspiracy*, provided for, and sanctioned by No. 1 of Article 263 the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, currently provided for, and sanctioned by No. 1 of Article 458 of the Criminal Code.

- b) *Defalcation*, provided for, and sanctioned by the joint provisions in Article 453 and 421, No. 5, both of the applicable Criminal Code on the date of the events and No. 1 of Article 302, in conjunction with subparagraph a) of Article 270, both of the Criminal Code in effect.

- c) *Money Laundering*, provided for, and sanctioned by Article 4, No. 1, subparagraph a) of Law No. 7/2002, of February 5 (Law establishing the legal framework for preventing and reproaching the use of the financial system to carry out activities involving the laundering of money, assets, products, or rights originating from criminal activities) applicable to all acts taking place prior to November 12, 2013, and Articles 4, No. 1, subparagraph a; 7, No. 1 subparagraphs a), i), k), and t), and 75, No. 1, subparagraph a) of Law No. 14/2013, dated August 12 (Law for the Prevention of and the Fight Against Money Laundering and Terrorism Financing) applicable to all acts taking place following the entry into force of this law on November 12, 2013.

10. Crimildo Jossias Manjate

- a) *Criminal Conspiracy*, provided for, and sanctioned by No. 1 of Article 263 the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, currently provided for, and sanctioned by No. 1 of Article 458 of the Criminal Code.

- b) *Defalcation*, provided for, and sanctioned by the joint provisions in Article 453 and 421, No. 5, both of the applicable Criminal Code on the date of the events and No. 1 of Article 302, in conjunction with subparagraph a) of Article 270, both of the Criminal Code in effect.

- c) *Money Laundering*, provided for, and sanctioned by Article 4, No. 1, subparagraph a) of Law No. 7/2002, of February 5 (Law establishing the legal framework for preventing and reproaching the use of the financial system to carry out activities involving the laundering of money, assets, products, or rights originating from criminal activities) applicable to all acts taking place prior to November 12, 2013, and Articles 4, No. 1, subparagraph a; 7, No. 1 subparagraphs a), i), k), and t), and 75, No. 1, subparagraph a) of Law No. 14/2013, dated August 12 (Law for the Prevention of and the Fight Against Money Laundering and Terrorism Financing) applicable to all acts taking place following the entry into force of this law on November 12, 2013.

11. Mbanda Anabela Duque Henning

- a) *Criminal Conspiracy*, provided for, and sanctioned by No. 1 of Article 263 the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, currently provided for, and sanctioned by No. 1 of Article 458 of the Criminal Code.

- b) *Defalcation*, provided for, and sanctioned by the joint provisions in Article 453 and 421, No. 5, both of the applicable Criminal Code on the date of the events and No. 1 of Article 302, in conjunction with subparagraph a) of Article 270, both of the Criminal Code in effect.

- c) *Money Laundering*, provided for, and sanctioned by Article 4, No. 1, subparagraph a) of Law No. 7/2002, of February 5 (Law establishing the legal framework for preventing and reproaching the use of the financial system to carry out activities involving the laundering of money, assets,

products, or rights originating from criminal activities) applicable to all acts taking place prior to November 12, 2013, and Articles 4, No. 1, subparagraph a; 7, No. 1 subparagraphs a), i), k), and t), and 75, No. 1, subparagraph a) of Law No. 14/2013, dated August 12 (Law for the Prevention of and the Fight Against Money Laundering and Terrorism Financing) applicable to all acts taking place following the entry into force of this law on November 12, 2013.

12. **Khessaujee Ishwardas Pulchand**

- a) *Criminal Conspiracy*, provided for, and sanctioned by No. 1 of Article 263 the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, currently provided for, and sanctioned by No. 1 of Article 458 of the Criminal Code.
- b) *Defalcation*, provided for, and sanctioned by the joint provisions in Article 453 and 421, No. 5, both of the applicable Criminal Code on the date of the events and No. 1 of Article 302, in conjunction with subparagraph a) of Article 270, both of the Criminal Code in effect.
- c) *Money Laundering*, provided for, and sanctioned by Article 4, No. 1, subparagraph a) of Law No. 7/2002, of February 5 (Law establishing the legal framework for preventing and reproaching the use of the financial system to carry out activities involving the laundering of money, assets, products, or rights originating from criminal activities) applicable to all acts taking place prior to November 12, 2013, and Articles 4, No. 1, subparagraph a; 7, No. 1 subparagraphs a), i), k), and t), and 75, No. 1, subparagraph a) of Law No. 14/2013, dated August 12 (Law for the Prevention of and the Fight Against Money Laundering and Terrorism Financing) applicable to all acts taking place following the entry into force of this law on November 12, 2013.

13. **Simione Jaime Mahumane**

- a. *Criminal Conspiracy*, provided for, and sanctioned by No. 1 of Article 263 the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, currently provided for, and sanctioned by No. 1 of Article 458 of the Criminal Code.
- b. *Defalcation*, provided for, and sanctioned by the joint provisions in Article 453 and 421, No. 5, both of the applicable Criminal Code on the date of the events and No. 1 of Article 302, in conjunction with subparagraph a) of Article 270, both of the Criminal Code in effect.
- c. *Money Laundering*, provided for, and sanctioned by Article 4, No. 1, subparagraph a) of Law No. 7/2002, of February 5 (Law establishing the legal framework for preventing and reproaching the use of the financial system to carry out activities involving the laundering of money, assets, products, or rights originating from criminal activities) applicable to all acts taking place prior to November 12, 2013, and Articles 4, No. 1, subparagraph a; 7, No. 1 subparagraphs a), i), k), and t), and 75, No. 1, subparagraph a) of Law No. 14/2013, dated August 12 (Law for the Prevention of and the Fight Against Money Laundering and Terrorism Financing) applicable to all acts taking place following the entry into force of this law on November 12, 2013;

14. **Naimo José Quimbine**

- a. *Criminal Conspiracy*, provided for, and sanctioned by No. 1 of Article 263 the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, currently provided for, and sanctioned by No. 1 of Article 458 of the Criminal Code.
- b. *Defalcation*, provided for, and sanctioned by the joint provisions in Article 453 and 421, No. 5, both of the applicable Criminal Code on the date of the events and No. 1 of Article 302, in conjunction with subparagraph a) of Article 270, both of the Criminal Code in effect.
- c. *Money Laundering*, provided for, and sanctioned by Article 4, No. 1, subparagraph a) of Law No. 7/2002, of February 5 (Law establishing the legal framework for preventing and reproaching the use of the financial

system to carry out activities involving the laundering of money, assets, products, or rights originating from criminal activities) applicable to all acts taking place prior to November 12, 2013, and Articles 4, No. 1, subparagraph a; 7, No. 1 subparagraphs a), i), k), and t), and 75, No. 1, subparagraph a) of Law No. 14/2013, dated August 12 (Law for the Prevention of and the Fight Against Money Laundering and Terrorism Financing) applicable to all acts taking place following the entry into force of this law on November 12, 2013;

15. **Sérgio Alberto Namburete**

- a) *Other Document Fraud*, provided for, and sanctioned by the joint provisions in Articles 219, No. 1 of the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, and 218, No. 1 of the same code; currently provided for, and sanctioned by Article 538, in conjunction with Article 1, No. 1, subparagraph a) of the Criminal Code;
- b) *Criminal Conspiracy*, provided for, and sanctioned by No. 1 of Article 263 the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, currently provided for, and sanctioned by No. 1 of Article 458 of the Criminal Code;
- c) *Defalcation*, provided for, and sanctioned by the joint provisions in Article 453 and 421, No. 5, both of the applicable Criminal Code on the date of the events and No. 1 of Article 302, in conjunction with subparagraph a) of Article 270, both of the Criminal Code in effect;
- d) *Money Laundering*, provided for, and sanctioned by Article 4, No. 1, subparagraph a) of Law No. 7/2002, of February 5 (Law establishing the legal framework for preventing and reproaching the use of the financial system to carry out activities involving the laundering of money, assets, products, or rights originating from criminal activities) applicable to all acts taking place prior to November 12, 2013, and Articles 4, No. 1,

subparagraph a; 7, No. 1 subparagraphs a), i), k), and t), and 75, No. 1, subparagraph a) of Law No. 14/2013, dated August 12 (Law for the Prevention of and the Fight Against Money Laundering and Terrorism Financing) applicable to all acts taking place following the entry into force of this law on November 12, 2013.

16. **Márcia Amélia Biosse de Caifaz Namburete**

- a. *Criminal Conspiracy*, provided for, and sanctioned by No. 1 of Article 263 the Criminal Code in effect on the date of the events, as amended by Law No. 10/87, dated September 19, currently provided for, and sanctioned by No. 1 of Article 458 of the Criminal Code;
- b. *Defalcation*, provided for, and sanctioned by the joint provisions in Article 453 and 421, No. 5, both of the applicable Criminal Code on the date of the events and No. 1 of Article 302, in conjunction with subparagraph a) of Article 270, both of the Criminal Code in effect;
- c. *Money Laundering*, provided for, and sanctioned by Article 4, No. 1, subparagraph a) of Law No. 7/2002, of February 5 (Law establishing the legal framework for preventing and reproaching the use of the financial system to carry out activities involving the laundering of money, assets, products, or rights originating from criminal activities) applicable to all acts taking place prior to November 12, 2013, and Articles 4, No. 1, subparagraph a; 7, No. 1 subparagraphs a), i), k), and t), and 75, No. 1, subparagraph a) of Law No. 14/2013, dated August 12 (Law for the Prevention of and the Fight Against Money Laundering and Terrorism Financing) applicable to all acts taking place following the entry into force of this law on November 12, 2013.

17. **Maria Inês Moiane Dove**

- a) *Passive Bribery for Illicit Act* provided for, and sanctioned by the provision in Article 8 of Law No. 6/2004 of June 17, valid on the date of the events and Article 503, No. 3 of the Criminal Code currently in effect;

- b) *Document Falsification*, set forth and punished pursuant to Article 219, No. 1 of the Criminal Code in force on the date of the facts, with the wording introduced by Law No. 10/87, dated September 19, and Article 218, No. 1 of the same code; currently set forth and punished pursuant to Article 538, combined with Article 537, No. 1, paragraph a) of the Criminal Code.
- c) *Crime of Abuse of Trust*, set forth and punished pursuant to the body of Articles 453 and 421 No. 5, both of the Criminal Code in force on the date of the facts and by No. 1 of Article 302 together with paragraph e) of Article 270, both of the Criminal Code in force.
- d) *Crime of Money Laundering*, set forth and punished pursuant to Article 4, No. 1, paragraph a) of Law No. 7/2002, of February 5 (Law which establishes the legal regime of prevention and reprimand of use of the financial system for practicing laundering acts of money, goods, products or rights arising from criminal activities) applicable to all acts occurring up to November 12, 2013 and Articles 4, No. 1, paragraph a); 7, No. 1 paragraphs a) i), k), t) and 75, No. 1, paragraph a) of Law No. 14/2013, of August 12 (Law for the Prevention and Combat of Money Laundering and Terrorism Financing) applicable to all acts occurring after the coming into effect of this Law on November 12, 2013.
- e) *Crime of Association to Commit Criminal Acts*, set forth and punished by No. 1 of Article 263 of the Criminal Code in force on the date of the facts, with the wording introduced by Law No. 10/87, of September 19, currently punished by No. 1 of Article 458 of the Criminal Code in force.

18. Elias Moiane

- a) *Document Falsification*, set forth and punished pursuant to Articles 219, No. 1 of the Criminal Code in force on the date of the facts, with the wording introduced by Law No. 10/87, of September 19, and 218, No. 1 of the same code; currently of Article 538, combined with Article 537, No. 1, paragraph a) of the Code in force;

- b) *Crime of Association to Commit Criminal Acts* set forth and punished by No. 1 of Article 263 of the Criminal Code in force on the date of the facts, with the wording introduced by Law No. 10/87, of September 19, currently punished by No. 1 of Article 458 of the Criminal Code;

- c) *Crime of Money Laundering*, set forth and punished pursuant to Article 4, No. 1, paragraph a) of Law No. 7/2002, of February 5 (Law which establishes the legal regime of prevention and reprimand of use of the financial system for practicing laundering acts of money, goods, products or rights arising from criminal activities) applicable to all acts occurring up to November 12, 2013 and Articles 4, No. 1, paragraph a); 7, No. 1 paragraphs a) i), k), t) and 75, No. 1, paragraph a) of Law No. 14/2013, of August 12, (Law for the Prevention and Combat of Money Laundering and Terrorism Financing) applicable to all acts occurring after the coming into effect of this Law on November 12, 2013.

19. Renato Manuel Matusse

- a) *Passive Corruption for an Illegal Act*, set forth and punished pursuant to Article 8 of Law No. 6/2004, of June 17, applicable to the date of the facts and by Article 503, No. 3 of the Criminal Code in force;

- b) *Crime of Abuse of Trust*, set forth and punished pursuant to the body of Articles 453 and 421, No. 5, both of the Criminal Code applicable on the date of the facts and by No. 1 of Article 302 combined with paragraph e) of Article 270, both of the Criminal Code in force.

- c) *Crime of Association to Commit Criminal Acts*, set forth and punished by No. 1 of Article 263 of the Criminal Code in force on the date of the facts, with the wording introduced by Law No. 10/87, of September 19, currently punished by No. 1 of Article 458 of the Criminal Code.

- d) *Crime of Money Laundering*, of Article 4, No. 1, paragraph a) of Law No. 7/2002, of February 5 (Law which establishes the legal regime of prevention and reprimand of use of the financial system for practicing laundering acts of money, goods, products or rights arising from criminal activities) applicable to all acts occurring up to November 12, 2013 and Articles 4, No. 1, paragraph a); 7, No. 1 paragraphs a) i), k), t) and 75, No. 1, paragraph a) of Law No. 14/2013, of August 12, (Law for the Prevention and Combat of Money Laundering and Terrorism Financing) applicable to all acts occurring after the coming into effect of this Law on November 12, 2013.

20. Zulficar Ali Esmail Ahmad

- a) *Crime of Abuse of Trust*, set forth and punished pursuant to the body of Articles 453 and 421 No. 5, both of the Criminal Code in force on the date of the facts and by No. 1 of Article 302 combined with paragraph e) of Article 270, both of the Criminal Code in force.
- b) *Crime of Money Laundering*, set forth and punished pursuant to Article 4, No. 1, paragraph a) of Law No. 7/2002, of February 5 (Law which establishes the legal regime of prevention and reprimand of use of the financial system for practicing laundering acts of money, goods, products or rights arising from criminal activities) applicable to all acts occurring up to November 12, 2013 and Articles 4, No. 1, paragraph a); 7, No. 1 paragraphs a) i), k), t) and 75, No. 1, paragraph a) of Law No. 14/2013, of August 12, (Law for the Prevention and Combat of Money Laundering and Terrorism Financing) applicable to all acts occurring after the coming into effect of this Law on November 12, 2013.

O- Aggravating and attenuating circumstances

Aggravating the criminal liability of the defendants **António Carlos do Rosário, Cipriano Sisínio Mutota, Gregório Leão José Armando Ndambi Guebuza,**

Teófilo Francisco Nhangumele, Maria Inês Moiane Dove, Bruno Evans Tandane Langa, Ângela Diniz Buque Leão, Crimildo Manjate, Sidónio Siteo, Mbanda Anabela Duque Henning, Elias Moiane, Khessaujee Ishwardas Pulchand, Renato Manuel Matusse, Fabião Salvador Mabunda, Simione Jaime Mahumane, Naimo José Quimbine, Sérgio Alberto Namburete and Márcia Namburete are the aggravating circumstances of paragraphs **g)** pact; **h)** convocation; **j)** two or more persons; **k)** fraud; **ff)** another harm resulting from the crime in addition to the harm from the crime itself **ii)** accumulation of violations all foreseen in Article 37 of the Criminal Code. Working in favor of the defendants are the attenuating circumstances of paragraphs **s)** repairable nature of the damage and **i)** spontaneous confession of the crime, with the latter only communicable to the defendants Teófilo Nhangumele Bruno Langa, Cipriano Mutota, Sérgio Namburete and Márcia Namburete, both set forth in Article 43 of the Criminal Code.

The Public Prosecutor's Office maintains this complaint against them, requesting that once received it applies for the opening of finding of facts, and that the diligences of the attachment be performed.

Prison system

By not having changed the grounds which determine the application of the most serious measure of constraint to the defendants – preventive custody – I request that it be maintained in the precise terms already set by the Honorable Judge of the Criminal Investigation Court.

Proof: contained in the records

By confession:

1. Bruno Evans Tandane Langa, pg. 7707 Vol. XXXII
2. Teófilo Francisco Pedro Nhangumele, pg. 7323 Vol. XXXI
3. Manuel Renato Matusse, pg. 7349 Vol. XXXI
4. Elias Moiane, pg. 7005, Vol. XXX
5. Sidónio Siteo, pg. 5306 Vol. XXIII

6. Cipriano Sisínio Mutota, pg. 8842 Vol. XXXVII
7. Márcia Amélia Biosse de Caifaz Namburete, pg. 5190, Vol. XXII
8. Cremildo Jossias Manjate, pg. 5915 Vol. XXV

By statements

1. Alberto Ricardo Mondiane, pg. 4743 Vol. XXI
2. Filipe Jacinto Nyusi, pg. 4790 Vol. XXI
3. Estevão Leo Mwiya, pg. 4817 Vol. XXI
4. Lucas Jarnete Ponderane, pg. 4821 Vol. XXI
5. Hélder Henriques Pateguane, pg. 4853 Vol. XXI
6. Victor Bernardo, pg. 4922 Vol. XXI
7. Guido M'ponha Machipissa, pg. 4946, Vol. XXI
8. Ivone Delfina Lourenço Tivane Lichucha, pg. 4937 Vol. XXI
9. Armando António Chau, pg. 4860 Vol. XXI
10. Apolinário Aurélia da Costa Panguene, pg. 4866 Vol. XXI
11. Dário Fernão Michonga, pg. 4872 Vol. XXI
12. Isaías Simeão Siteo, pg. 4929 Vol. XXI
13. Miguel António Guimarães Alberty, pg. 5754 Vol. XXV
14. Tomás Sebastião Mabjaia, pg. 4525 Vol. XX
15. Alberto Mateus Mabjaia, pg. 4453 Vol. XIX
16. Romão Isaías Nhamazane, pg. 4460 Vol. XIX
17. Manuel Aurélio Dove, pg. 4651 Vol. XX
18. Leopoldo Dinis Buque, pg. 4681 Vol. XX
19. Arnaldo Julai Matuasa, pg. 4690 Vol. XX
20. Italma Ariane Costa Simões Pereira, pg. 5272 Vol. XXIII
21. Ricardo Taimo Chilengue, pg. 4535 Vol. XX
22. Alexandre Miguel Regado Ferreira, pg. Vol. XXIII

23. Fernando Jorge de Carvalho Pacheco Pereira, pg. 5336 Vol. XXIII
24. Márcio Dinis Morais Pereira, pg. 5432 Vol. XXIII
25. Alberto João Wate, pg. 5448 Vol. XXIII
26. Horácio Domingos Chongo, pg. 5464 Vol. XXIII
27. Glória Laurinda Simione, pg. 5476 Vol. XXIII
28. Sílvia Isabel Cuambe, pg. 4549 Vol. XX
29. Neusa Cristina Meneses de Matos, pg. 2289 Vol. XI
30. Silvestre Suluda, pg. 1697 Vol. VIII
31. Filipe Eugénio Silvestre Januário, pg. 1701 Vol. VIII
32. Adriano Afonso MaLawane, pg. Vol. [sic] 505 Vol. IV
33. Eugénio Henrique Zitha Matlaba, pg. 557 Vol. IV
34. José Manuel Gopo, pg. 563 Vol. IV
35. Felisberto Manuel, pg. 565 Vol. IV
36. Cristina Alice Valente Matavele, pg. 568 Vol. IV
37. Odete da Conceição Jeremias Mondlane Tsamba, pg. 4933 Vol. XXI
38. Hermínio Lima Alberto Tembe, pg. 574 Vol. IV
39. Agi Aniaué, pg. 582 Vol. IV
40. Nazir Felizardo Passades Aboobacar, pg. 584 Vol. IV
41. Elcy Cebyl Tholecy Venichand, pg. 9105 Vol. XXXVIII
42. Naldo Adércio Jossias Manjate, pg. 4473 Vol. XIX
43. Nordin Issufo Amade Aboobacar, pg. 4764, Vol. XXI
44. Osman Mahomedals, 4769 Vol. XXI
45. Elónio Alexandre Muiuane, id pg. 4418 to 4420 Vol. XIX
46. Abílio Tome, pg. 1693 to 1696 Vol. VIII
47. Jóia Haquirene, pg. 1683 to 1685 Vol. VIII

By documents

Attachment Name	Attachment
• Public Deed – Corporation -PROÍNDICUS S.A.	I
• Public Deed – Corporation -EMATUM S.A.	II
• Public Deed – Corporation -MAM – Mozambique Asset Management, Spp.A	III
• Public Deed – Corporation -VIPAS S.A. – VIP And Assents Security	IV
• Public Deed – Corporation -Named Moça Bela S.A.	V
• Public Deed - Corporation - Mozambique Gateway, S.A.	VI
• Public Deed - Corporation MUDEMOL, Lda	VII
• Terms of Reference for the Hiring of an International Auditor (Kroll)	XIII
• Public Deed Establishment of Corporation Now Prepay Mozambique, S.A.	IX
• KROLL Report (three volumes) —Independent Audit related to the loans obtained by Proíndicus S.A, EMATUM, S.A and Mozambique Assent Management S.A.	X
• Terms of Reference for the Hiring of an International Auditor (Kroll) and the Guarantee issued by the Govt of Moz., pg. 215 to 217, vol. II	XI
• Incrise [sic] note, of August 12, 2013, pg. 218 and 219, vol. II	XII
• Parliamentary Investigation Commission Report to Determine Public Debt Situation	XIII
• Incrise [sic] note, of November 15, 2013, pg. 224 to 229, vol. II	XIV
• Govt. of Moz. Guarantee of 17 [sic], 2014, pg. 293 to 295, vol. II	XV
• Equipment Supply Contract between PrivlInvest Shipbuilding Investment LLC and MAM, S.A, pg. 1018 to 1035, vol. VI	XVI
• Amount utilization maps, pg. 689 to 690, 692, 694 to 695 and 699 to 700, vol. V	XVII
• Change Order to Contract: For Providing at EEZ Minitoring [sic] and Protection Solution for Republic of Mozambique, of April 29, 2013, pg. 863 to 867, vol. V	XVIII
• Change Order to Contract: For Providing at EEZ monitoring and Protection Solution for Republic of Mozambique, of September 19, 2013, pg. 868 to 872, vol. V	XIX

- Change Order to Contract: For Providing at EEZ monitoring and Protection Solution for Republic of Mozambique, of May 17, 2013, pg. 873 to 878, vol. V **XX**
- Supply Contract firmmed between PrivlInvest Shipbuilding, S.A and Proindicus, S.A, pg. 702 to 862, vol. V **XXI**
- Change Order to Contract: For Providing at EEZ monitoring and Protection Solution for Republic of Mozambique, of June 28, 2013, pg. 879 to 882, vol. V **XXII**
- Debt restructuring of EMATM, S.A, pg. 247 to 312, vol. II **XXIII**
- Mandate Agreement to act as advisor to debt restructuring of BNI and E&Y, pg. 442 to 449, vol. III **XXIV**
- Govt. of Moz. Guarantee of August 30, 2013, pg. 473 to 489, vol II **XXV**
- Equipment Supply Contract between PrivlInvest Shipbuilding Investment LLC and MAM, S.A, pg. 1018 to 1035, vol. VI **XXVI**
- Tuna Fishing Fleet For Mozambique — Strategic Importance, (Mozambique Fishing Feasibility Study), of July 2013 **XXVII**
- Banking information **XXVIII**
- Documents seized from Fabião Mabunda **XXIX**

Expert Determination

Extraction of electronic devices

XXX

KROLL Report Attachment 10

Ballistic Report on 9523 Vol XL.

City of Maputo, March 19, 2019

[signature: illegible] Magistrate of the Public Prosecutor’s Office