



EXHIBIT KK 1.1

AFFIDAVIT & ANNEXURES

OF

**DHANAJAYA GANGULU
NAIDOO**



**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

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SWORN AFFIDAVIT

I, the undersigned,

DHANAJAYA GANGULU NAIDOO

do hereby state under oath:

1. The facts deposed to herein are true and correct and, save where the context indicates otherwise, within my personal knowledge.
2. I have been approached by investigators from the Commission of Inquiry into State Capture ("**the Commission**") and requested to give evidence at the hearings in so far as my disclosures made to Colonel Kobus Roelofse ("**Colonel Roelofse**") from the Directorate for Priority Crime Investigation ("**DPCI**" – also known as "**the Hawks**"), during his criminal investigations. This related to fraud and corruption perpetrated by members of the Crime Intelligence ("**CI**") division of the South African Police Services ("**SAPS**") and the abuse of funds from the Secret Services Account ("**SSA**").
3. This affidavit is submitted for purposes of placing before the Commission evidence relating to my knowledge of the illegal activities of a number of highly placed officers in the CI department of the SAPS.
4. In order to assist the Commission in understanding the chain of command at CI and the relationship between the parties referred to in this affidavit, I annex an Organogram hereto Annexure "**DGN 1.**"
5. I understand that in this affidavit I may incriminate myself in respect of potentially serious offences, including fraud and contraventions of the Prevention and Combating of Corrupt Activities Act, 12 of 2004. I give this evidence freely and voluntarily. I have not been offered an incentive or reward to depose to this affidavit.



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A. OVERVIEW

6. I was employed in the SAPS as a member stationed at CI Head Office where my duties and responsibilities entailed, *inter-alia*, administrative duties.
 - 6.1. During my term of service, I, and others, were involved in the looting of the funds from the SSA. This we did, in the main, on the instructions and with the consent and approval of Major General Solomon Lazarus ("**General Lazarus**"). Major General Richard Mdluli ("**General Mdluli**") and Colonel Hein J Barnard ("**Colonel Barnard**").
 - 6.2. During September to October 2011, I was interviewed by Colonel Roelofse and at times, by other members attached to his team, relating to the alleged criminal activities involving the misuse of funds from the SSA. It soon became apparent to me that they had accumulated sufficient evidence to implicate several members at CI with fraud and corruption.
 - 6.3. During my interrogations, I made a number of admissions to Colonel Roelofse and disclosed further information to him regarding the extent of the fraud and corruption at CI and the involvement of senior members in corruption, including myself.
 - 6.4. Word got out to CI that I had revealed some information to the investigating team and I was confronted by my seniors, demanding that I let them know the extent of my disclosure. Although I denied that I had cooperated with the Hawks, I was not convinced that they believed me and became extremely nervous.
 - 6.5. Due to the perceived threat to my family and me, Colonel Roelofse and General Hankel arranged that my family and I be placed in the Witness Protection Programme ("**WPP**"). The circumstances under which this occurred will be dealt with by me in detail below.
 - 6.6. My family and I are still in the WPP, some 7 years later.

A handwritten signature, possibly 'S. B.', followed by the initials 'TB'.

B. THE SECRET SERVICES ACCOUNT ("SSA")

7. The SSA is a covert fund received from National Treasury which is allocated to the CI Division within the SAPS. It is utilised by CI to pay for services rendered and the purchase of all assets, equipment and vehicles required for undercover operations. It is also utilised to fund undercover operations, the renting of safe houses and covert premises, the recruitment and payment of informers and any other *ad-hoc* intelligence related expenses.
8. Briefly the procedure to acquire funding occurs as follows:
 - 8.1. In order to obtain funds from the SSA, the member completes an application form in which they motivate their application for the advancement of the funds;
 - 8.2. The forms are then sent to the members' Commander, or designated person appointed to approve the advancement of the funds;
 - 8.3. On approval, the application is sent to the SSA Finance section within CI where it is captured on their system;
 - 8.4. If successful, the funds are paid to the member;
 - 8.5. The member will utilise the funds for the intended purpose and thereafter reconcile the expenses incurred with the receipts obtained;
 - 8.6. The receipts are then attached to a claim form and submitted to the Financial office who will capture the claims onto the system;
 - 8.7. In instances where receipts have either been lost or were not able to be obtained, a form titled: "*Certificate of incomplete receipts*" is completed by the member and attached to the claim form; and
 - 8.8. If there is an over-spend, the money will be paid back to the member, and if there is an under-spend, the member returns the balance to the Finance section.



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The Open Account

9. The open account is a financial account used in the SAPS to finance the general running of the police on a daily basis. This includes the payment of salaries and the usual expenses incurred during overt operations of the police.

C. MY HISTORY IN THE SOUTH AFRICAN POLICE SERVICES

10. I joined the South African Police ("SAPS") on 24 June 2002 as a clerk and was posted to the CI Head Office in Pretoria.
11. On 14 November 2002 I was transferred to Crime Intelligence ("CI"), in KwaZulu Natal ("KZN") as a Clerk. Here I mainly conducted administration duties.
12. If I recall correctly, on January 2004 I was transferred to CI, Head Office in Pretoria as a Clerk where I worked under the command of Colonel Vincent S Malaza. Here I also conducted administrative duties, such as ensuring that the expenses for the covert office were paid, and I was in charge of members advances, operational expenses and the collection of informer rewards at Head Office, as operatives were not allowed to go to CI Head Office due to the risk of them or their vehicles being exposed, as they were covert operatives. I also attended to the subsistence and travel ("S&T") claims for the open account for the operatives.
13. On 1 February 2006 I was promoted to the functional arm of CI as a Warrant Officer and was placed for a short period under the command of Colonel Marnie Victor ("Colonel Victor"). Colonel Victor was in charge of the Drugs and Vehicles Unit, situated within Crime Intelligence Gathering ("CIG"). At that stage General Willie J Els ("General Els") was in charge of CIG. Here I was employed as an undercover operative concentrating on drug syndicates. I was only employed at Colonel Victor's office for a period of about 6 months.



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D. MY RELATIONSHIP WITH GENERAL LAZARUS AND GENERAL MDLULI

14. I became acquainted with Major General Solomon Lazarus ("**General Lazarus**") through volley-ball in the late 1990's, when we used to play in the same league in Tongaat, near Durban. General Lazarus is married to my mother's cousin.
15. In or about 2006 or 2007, General Lazarus was busy with renovations to his private home in Edenvale, where he had virtually gutted the existing building.
16. I was 'appointed' the 'project manager' for the renovations being conducted at General Lazarus' private home and was tasked with ensuring that builders were supplied with the necessary building equipment and material, paying suppliers and attending to all matters relating to the construction. I performed many of these functions whilst I was employed in the SAPS during office hours when I was supposed to be performing my duties for CI.
17. Often, whilst performing my official duties at Colonel Victor's office, I would get phone calls from General Lazarus relating to the building at his home. I would have to drop what I was doing and rush off to attend to the construction. This was obviously interfering with my work at Colonel Victor's office. I mentioned this to General Lazarus and he subsequently made arrangements with General Els for me to be transferred to the Operational Support Component of CI headed by General Lazarus. General Lazarus was the Chief Financial Officer ("**CFO**") for the SSA.
18. Supply Chain Management ("**SCM**") is a sub-component within Operational Support, headed by Colonel Heine Johannes Barnard ("**Colonel Barnard**"). I was tasked with managing the CI vehicle fleet. My duties would entail, *inter alia*, administrative work to ensure that the vehicle files were kept in good order, the purchasing of new vehicles, capturing new vehicles on the system and managing the existing fleet.
19. However, the reason for me being transferred to this component was to allow me the time to continue managing the construction taking place at General Lazarus'



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house, without having to be accountable to another party for my police work. Indeed, most of my time was spent managing the building works at General Lazarus' house and I did the absolute bare minimum of genuine police work.

20. This continued for about 1 year, during which time I spent most of my time at the construction site. Because General Lazarus and I lived in the same area, I would often pick him up in my state (SR) vehicle and drop him off at work in Pretoria and then go back to the site in Edenvale to attend to the builders.
21. During July 2009, General Richard Naggie Mdluli ("**General Mdluli**") was appointed as the Divisional Commissioner of CI. In the chain of command, General Lazarus reported to him. I suspect that General Mdluli was, or became aware of the corrupt activities and misuse of the SSA, as soon after his appointment, General Mdluli indicated that he was going to transfer General Lazarus from SSA to one of the other components in CI. General Lazarus was reluctant to accept this transfer.

The involvement of General Bheki Cele

22. At the time that General Mdluli was appointed, General Bheki Cele ("**General Cele**") was the National Commissioner of the SAPS and it was rumoured that whilst he had been a Member of the Executive Committee ("**MEC**") of Transport in KwaZulu-Natal, he had been involved in the awarding of large tenders to a local businessman, Mr Panganathan (AKA Timmy) Marimuthu ("**Mr Marimuthu**"). Mr Marimuthu was a former police officer, who I am informed was convicted of drug dealing. However, as far as I am aware, he never served any custodial sentence for this conviction and as a result of the tenders he obtained through General Cele, he became extremely wealthy.
23. General Lazarus was aware of the alleged association between General Cele and Mr Marimuthu and ultimately made contact with Mr Marimuthu in order to set up a meeting with General Cele, who he wished to ask to intervene and ensure that he was not transferred by General Mdluli.



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24. After this, several meetings took place between General Lazarus and General Cele in Durban to which I was not privy. I know this because General Lazarus told me that he was going to Durban to meet General Cele. However, on one occasion I accompanied General Lazarus to Mr Marimuthu's house in Umhlanga Rocks in order for him to have a meeting with General Cele. Before General Cele arrived, General Lazarus told me that *'it was not easy to organise a meeting with Bheki Cele'*, and he made a call to another CI member, Lieutenant Colonel _____, to organise cash, which I assumed was needed to be paid to General Cele.
25. At the time, General Lazarus was unaware that I had R40 000.00 in cash with me which I had taken from Head Office for some other purpose, which I cannot recall. I then informed General Lazarus about the cash and handed him the money.
26. General Lazarus did not want me to be part of the meeting with General Cele, and I thus, remained in another room in the house when the meeting took place between him and General Cele. Although I did not see the cash being handed to General Cele or hear what was said at the meeting, I can say that the money was not returned to me by General Lazarus and I can only assume that the money I had given General Lazarus was given to General Cele.
27. I might add that General Lazarus was never transferred from his position as CFO of the SSA.

Private trip to China by General Mdluli

28. A few months later, General Lazarus informed me that General Mdluli had told him that he wanted to take his wife to China. General Lazarus said to me that *"the larnie (General Mdluli) wants to take his vrou (wife) to China and we must see how we can make a plan to help"*. Thereafter, General Lazarus instructed me to start making enquiries with regard to flight tickets.
29. On 3 November 2009, I was called into General Lazarus' office. He informed me that there was an envelope on his table and that I must take the envelope and I



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must keep it with me. General Lazarus said that he would discuss the envelope later with me as he was going into a meeting with Colonel Heine.

30. On 3 November 2009, I was called by General Lazarus to his office where I found Colonel Barnard also present. General Lazarus informed me that they (General Lazarus and Colonel Barnard) had secured a R50 000.00 loan from Mr Jan Venter ("Mr Venter") of Nissan Atlantis on General Mdluli's behalf. (Their relationship with this company and its involvement in their fraudulent activities is dealt with by me below.) General Lazarus said that the R50 000.00 was for an air ticket for General Mdluli's wife, Vusiwane Lilly Mdluli ("Ms VL Mdluli"), who would be accompanying him on a trip to China.
31. General Lazarus instructed me to get an advance of R50 000.00 from the SSA for General Mdluli's ticket in my name. I then put in an application for an advance of R50 000.00, in my name. The R50 000.00 was approved by either General Lazarus or Colonel Barnard.
32. Later that day I went to 'Flight Centre' where I purchased two tickets in the amount of R86 152.00. I attach copies of the E-ticket receipts of payments to Flight Centre as **Annexure "DGN 2."**
33. This transaction made me feel uncomfortable as it appeared to be a private trip for which SSA funds were used by General Mdluli, which I knew was not allowed. This particularly concerned me as the advance was in my name, was substantial and I feared that may be held responsible for the repayment thereof.
34. Accordingly, in order to protect my position, on that same day, 3 November 2009, I wrote out a note of what had transpired, which my wife typed the following day, (4 November 2009) and I kept a copy of the flight tickets I had bought. I annex a copy of my note and that typed by my wife hereto marked **Annexure "DGN 3."** I kept all of these documents at my home and subsequently handed them over to Colonel Roelofse.



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35. On 7 November 2009, General Lazarus instructed me to apply for a further R10 000.00 advance in my name to be provided to General Mdluli for his spending money on his trip. This advance was approved by General Lazarus.
36. On 7 November 2009, I met General Mdluli at the airport and gave him a further R20 000.00 when he and his wife were due to fly to China. General Mdluli then informed me that he and his wife were going to China to visit their daughter who lived there and I realised that my earlier suspicion that the funds were for a private trip and not official CI business was well founded.
37. I point out that I paid General Mdluli R20 000 for spending money from the further R10 000.00 advance taken by me and from the remainder of the R100 000.00 I had left after paying for the two tickets, which was an amount of R13 848.00. This left a balance of R3 848.00 in cash, which I kept in my bag for several weeks. When no-one enquired about it, I spent it for my personal use.
38. I confirm that the receipts attached to the claim form were reconciled by me. I did not pay any attention to whether the receipts attached to this claim were for legitimate expenses or not. In any event I would not have been able to ascertain same as seventeen (17) of the twenty-one (21) receipts attached to the claims were in a foreign language which I did not understand. Copies of these receipts are attached as **Annexure "DGN 4."**
39. I point out that in order to reconcile the advance of R50 000.00 taken for the purchase of General Mdluli's ticket, I had to go to Flight Centre on 18 November 2009 to ask them to provide me with an invoice for a single ticket, as the invoice that had been generated on 3 November 2009 reflected the two tickets that had been purchased by me. I annex hereto a copy of the first invoice issued on 3 November 2009 and that subsequently issued by them on 18 November 2009 hereto marked as **Annexure "DGN 5."**
40. Both claims made by me for the expenses incurred for General Mdluli's trip, which I would have handed to someone from the finance section to capture the



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claim on the system, were approved by General Lazarus. I am unable to annex these claims as they are classified as secret.

Private trip to Singapore

41. About 2 weeks after his return from China, and over the period 20 November 2009 to 29 November 2009, Colonel Barnard, Colonel Barnard's wife (Juanita), General Lazarus, General Lazarus wife (Sandra), Colonel Miranda Venter ("Colonel Venter"), General Mdluli, General Mdluli's wife ("Ms T. Lyons"), and Warrant Officer Godfrey Mahwayi ("Warrant Officer Mahwayi") and I travelled to Singapore. The reason given to me for accompanying them on this trip was that we were going to buy equipment for CI.
42. I was informed by General Lazarus that my and Colonel Venter's tickets would be paid out of the SSA.
43. This concerned me as I knew that the others would all be travelling on the open account. I, accordingly, informed General Lazarus that I was not comfortable with this arrangement and that I would rather fly out using the SAPS open account. General Lazarus told me the instruction had come from General Mdluli, so I did not argue the matter any further.
44. In November 2009, I made the bookings (air tickets) at African Imprint Travel for Ms T Lyons, Colonel Venter and myself. I also made a booking for Sandra Lazarus (General Lazarus' wife) and I think that of Juanita Barnard (Colonel Barnard's wife) at African Imprint Travel. See attached **Annexure "DGN 6."** I point out that Ms T Lyons was General Mdluli's girlfriend at the time, whose ticket I was told by General Lazarus would also be paid out of the SSA.
45. At the time, I remember that as I was out of the province, I had asked Warrant Officer Mahwayi, to go and make the actual payments, as we had to secure the air tickets before an increase in the air fare occurred.
46. In respect of the payments for the air tickets I can state that:



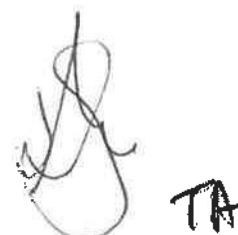
TA

- 46.1. The air tickets for Colonel Venter and I were paid in cash from the SSA. The cost of our tickets was approximately R10 000.00 each.
- 46.2. At that time Ms T Lyons was working at the Department of Home Affairs in Cape Town, and her air ticket was paid out of the SSA as well. She flew business class with General Mdluli. Her ticket cost approximately R46 000.00; and
- 46.3. I cannot say how payment was made for Sandra Lazarus and Juanita Barnard's tickets.
47. When flying to Singapore, Colonel Barnard, Colonel Barnard's wife, General Lazarus' wife, Colonel Venter, Warrant Officer Mahayi and I sat in the economy section of the aircraft and General Lazarus, General Mdluli and Ms T Lyons sat in business class.
48. In Singapore, Ms T Lyons shared a room with General Mdluli and as far as I am concerned they went to Singapore as a couple. Ms T Lyons did not do anything to justify her presence on this trip. There was similarly, no reason for Colonel Venter and me to have accompanied them on the trip.
49. We only spent two days buying equipment, the rest of the time we were sightseeing and doing personal shopping. Indeed, there was absolutely no need for CI to have travelled to Singapore to purchase the equipment as it was purchased from a general mall selling electronic equipment available to the general public. I informed General Lazarus that I wanted to buy a camera for my sister. He indicated that we would purchase it using SSA funds.
50. I purchased the camera, valued at about R5 000.00, and on my return to South Africa I gave it to my sister. General Lazarus and Colonel Barnard approved the funding for the purchase.
51. General Lazarus and General Mdluli did not want customs to know what equipment we were bringing into the country so General Mdluli asked his contact



at the airport to assist us on our return to Oliver Tambo airport in by-passing customs. As a result, nothing that we had purchased was declared.

52. The equipment was purchased via two credit cards and I recall that Colonel Barnard and I went to the ABSA branch where Colonel Barnard's wife worked to arrange for the credit cards. Two credit cards were issued, one to Colonel Barnard and the other to me, respectively. Each credit card had a prepaid amount from the SSA available on the card. I think it was an amount of R100 000.00 (one hundred thousand rand) that was loaded on each card.
53. After returning from Singapore I gave the card back to Colonel Barnard. General Lazarus instructed Colonel Venter and me to claim subsistence and travel (SNT) from the SSA, which amounted to approximately R4 000.00 each. These claims were approved by General Lazarus.
54. I was later shown a copy of two credit card statements by Colonel Roelofse, and can confirm that credit card number as it appears on the statement (729x) was issued to me. The statement is a fair reflection of the transactions I was responsible for in Singapore. I am however not sure whether the dates reflected next to the transactions are the actual dates of the transactions. A copy of the transaction history is annexed marked **Annexure "DGN 7."**
55. Hereafter, General Mdluli became involved in further corrupt activities with General Lazarus involving the SSA. As I had a close relationship with General Lazarus, he trusted me to assist them in the furtherance of these activities. Consequently, I interacted with General Mdluli and General Lazarus on a regular basis performing both legitimate and illegitimate administrative functions for CI.
56. I became their "lackey" and was required to be at their beck and call and to attend to most of their official and personal requirements including *inter alia*, the acquiring of vehicles, their use of safe houses, including purchasing groceries, ensuring that the safe houses were cleaned, purchasing of flight tickets, having their cars washed, transporting family members, etc.

A handwritten signature in black ink, appearing to be 'TA', is located in the bottom right corner of the page. The signature is stylized and somewhat illegible.

57. As a result of my association with General Lazarus, I was promoted, skipping a rank from a Warrant Officer to a Lieutenant Colonel through a covert advertisement process.

E. NEPOTISM IN APPOINTMENTS AND PROMOTIONS IN CRIME INTELLIGENCE

58. During the period January or February 2010, 250 posts were made available for positions within CI. Most of these positions were utilised to provide employment for family and friends of General Mdluli and General Lazarus as well as those close to them. At this time, General Mdluli was the National Head of CI and General Lazarus was the CFO of the SSA and was based at Head Office.
59. General Lazarus was instrumental in this process and individuals were earmarked by him for the posts to be filled by his family and friends.
60. General Mdluli also secured the appointment of his family members and friends via this process, but these persons were subsequently placed into the Agent Programme, notwithstanding that most of them had no prior police experience. I believe that this was to hide their connection with General Mdluli.
61. This was most irregular as normally, when an Agent is appointed, there must be an 'operation' which is being investigated which it is sought to infiltrate. In order to appoint an Agent:

61.1.

61.2.

61.3.



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62. As far as I am aware, none of these procedures were followed in the appointment of Mdluli's family and friends as Agents.
63. Apart from the appointment of Agents, those already in the police force, like myself, also benefitted from the 'generosity' of General Mdluli and General Lazarus by receiving promotions, and often skipping ranks.

The Mdluli family

64. Around January or February 2010, if I remember correctly, I was with General Lazarus in his office when General Mdluli arrived there. I greeted General Mdluli and excused myself, but either General Mdluli or General Lazarus asked me to stay. General Mdluli produced a piece of paper and handed it to General Lazarus. He told General Lazarus that he wanted the persons listed on the piece of paper to be appointed in CI. General Lazarus asked General Mdluli what would be the best way to appoint them. I cannot remember their exact conversation, but what I can say is that eventually, General Lazarus and General Mdluli agreed that those individuals should be placed in the CI Agent Programme.
65. When General Lazarus asked General Mdluli who the person was that was going to handle them, General Mdluli looked in my direction and said "*this man (referring to me) can do it, I trust him.*" General Lazarus then instructed me to fetch some "*Application for Employment in SAPS*" forms from Lieutenant Colonel Furstenburg's office. I cannot recall exactly how many I fetched, but I do remember it was a stack of about 15 to 20. I took the forms back upstairs to General Lazarus' office and handed the forms over to General Mdluli.



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66. After General Mdluli left, General Lazarus looked at the piece of paper that General Mdluli had handed to him earlier and told me that General Mdluli wanted his family members appointed, referring to the list. General Lazarus' exact words were, "The larnie wants to appoint FM24 + FM28 ". General Lazarus was referring to FM 24 and FM28 I cannot recall if General Lazarus mentioned the other individuals on the list at the time.
67. The following individuals associated with the "General Mdluli family" were subsequently appointed as Agents within CI, following the aforementioned discussion:
- 67.1. FM 24
 - 67.2. FM 29
 - 67.3. FM 26
 - 67.4. FM 28
 - 67.5. FM 27
68. Although I am uncertain of the relationship between General Mdluli and the following two individuals, they formed part of the appointments following the discussion between General Lazarus and General Mdluli; hence I have included them as part of the "General Mdluli family":
- 68.1. FM 25
 - 68.2. FM 30



The Lazarus family and friends

69. General Lazarus also secured the undue appointment and promotion of his own family, friends or associates as follows:
- 69.1. FM 01 was appointed as Warrant Officer, without any prior appointment in the SAPS or CI;
- 69.2. FM 02 was appointed to Warrant Officer without any prior appointment in the SAPS or CI, and a few months later to Captain;
- 69.3. FM 03 was appointed as Captain, without any prior appointment in the SAPS or CI;
- 69.4. FM 04 was appointed as a Lieutenant Colonel, without any prior appointment in the SAPS or CI;
- 69.5. FM 05 was appointed as a Clerk;
- 69.6. FM 06 was appointed as a Captain coming from the SAPS in Pietermaritzburg at a lower rank and as a Clerk;
- 69.7. FM 31 was appointed as a Constable, also without any prior police experience;
- 69.8. FM 32 a relative of the owner of a preferred supplier, was appointed as a Captain without any prior appointment in SAPS or CI;



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- 69.9. FM33 was employed as a Colonel under General Lazarus. Her husband was appointed as a Colonel at Crime Intelligence (CI) without any prior appointment in SAPS or CI ;
- 69.10. FM34 who was stationed at Tongaat SAPS in the Uniformed Branch to the rank of Lieutenant Colonel. General Lazarus was previously stationed at SAPS in Tongaat where he and FM34 were friends; and
- 69.11. FM34's 3 daughters were also employed through General Lazarus due to his friendship with FM34. I cannot recall their names or the ranks or posts into which they were placed .
70. Those of us who were within Gen Lazarus' inner circle, received promotions, often skipping a rank. Those of us who benefitted were as follows :
- 70.1. I was promoted from Warrant Officer to Lieutenant Colonel;
- 70.2. FM07 a close confidant of General Lazarus, was appointed from the rank of Captain to Colonel. I am convinced that his promotion needed to be concealed, as shortly thereafter, he was placed into the Agent programme;
- 70.3. FM08 a close confidant of General Lazarus and the son of a deceased member from CI, was promoted from Constable to Captain, and a few months later to Lieutenant Colonel;
- 70.4. FM09 who is related to General Lazarus' wife, was appointed to Colonel from the rank of Captain. I am convinced that his promotion also needed to be concealed, as shortly thereafter he was placed in the agent programme; and



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70.5. FM10 a confidant and possible business partner to General Lazarus, was promoted from Lieutenant Colonel to a full Colonel.

The Marimuthu family

71. The Marimuthu family and friends also benefited from their association with General Lazarus. Under the umbrella of the 250 posts, General Lazarus appointed the following persons from the Mr Marimuthu family. These were:

- 71.1. Mr Marimuthu, was registered either as a contact person or an informer, in CI and received a salary in the amount of R50 000.00 per month. This was told to me by his handler in CI, FM08. Claims from the SSA would prove this. FM13 was appointed as a Colonel, without any prior appointment in the SAPS or CI;
- 71.2. FM35 was appointed as a Lieutenant Colonel, without any prior appointment in the SAPS or CI ;
- 71.3. FM16 was appointed as a Captain or Lieutenant Colonel, without any prior appointment in the SAPS or CI;
- 71.4. FM36 was appointed as a Colonel, after having left the SAPS at a lower rank some years prior to this appointment;
- 71.5. FM17 was appointed as Captain, without any prior appointment in the SAPS or CI ;
- 71.6. FM18 was appointed as a Clerk;
and
- 71.7. FM19 was appointed as a Clerk.



72. General Lazarus told me that he wished to repay Mr Marimutu for arranging for him to meet with National Commissioner, General Cele. His exact words were: *"Timmy did a lot for me and I am going to return the favour"*.

Colonel Heine Barnard (Colonel Barnard - AKA Barries)

73. Colonel Barnard was a Colonel in the Procurement Unit of CI and had dealings with the SS Account. He secured the appointment of his family members as follows:
- 73.1. Colonel Barnard's relative was appointed as a Sergeant or Warrant Officer at one of the operational teams; and another of
- 73.2. Colonel Barnard's relatives was appointed as a clerk at the Technical Support Unit ("TSU").

Major General Willie Els

74. Major General Willie Els ("General Els") was the National Head of Crime Intelligence Gathering. General Els' family who were appointed to positions within CI were:
- One of
- 74.1. his relatives whose name I don't know, was appointed as a Lieutenant Colonel, without any prior appointment in SAPS or CI; and
- Another
- 74.2. of his relatives was appointed as a Captain, without any prior appointment in the SAPS or CI, and has subsequently left the Police.

Former Lieutenant General Raymond General Lalla

75. General Lalla was the former Divisional Commissioner in CI. *FM37*
was appointed to a rank unknown to me, without any prior appointment in the SAPS or CI.

*TA*

Lieutenant General Stander

76. Lieutenant General Stander, who was stationed at CI Head Office, had a relative appointed at the Information Technology ("IT") section of CI.

Brigadier Drina Bellingham


77. General Bellingham was the Head of Human Resources (HR) at CI. Her relative was appointed to the position from a lower rank to the position of Colonel. This was told to me by Colonel FM09.

The appointment of persons to CI with criminal convictions

78. In addition to the aforementioned appointments and promotions, there were various members appointed to the 250 posts made available at CI who had previous criminal convictions. Brigadier Drina Bellingham would have dealt with the condonation of the appointments of staff who had previous convictions.

Appointment of FM41 into the Agent Programme

79. Colonel FM41 was a Colonel in CI who was found guilty of vehicle related fraud. General Lazarus told me that he wanted 'to help the old man'. FM41 was never disciplined and instead he was placed into the Agent Programme. His Agent number was "XYZ" and I was his handler. Captain FM43 was his co-handler.
80. He remained in the program until he 'retired' in around 2009, when he 'resurfaced' and I believe that his benefits, such as his pension, were provided to him, as is normal practice.
81. I believe that Colonel FM41 was not disciplined and was instead, placed in the Agent programme as he knew too much about Lieutenant General Raymond General Lalla ("General Lalla") and General Mulangi Mphego, also known as 'Marshal' ("General Mphego"). Colonel FM41



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informed me that he was paying General Lalla and General Mphego R100 000 per month. He told me this out of frustration after one of them had asked for more money from him. I believe that this money would have been generated from the money Colonel FM41 made from the submission of false informer claims.

82. At that stage General Lalla was the Divisional Commissioner at CI and General Mphego was the Assistant Commissioner at CI. I believe that General Lazarus, General Lalla, General Mphego concocted this plan to place Colonel FM41 into the Agent programme for fear of him exposing them; and
83. General Lalla later moved to the Detective Services and after leaving the SAPS, moved to SARS. General Mphego has since left the SAPS.

Appointment of FM42 and FM44 as informants

84. Colonel FM09 informed me that FM42, a relative of Colonel FM04 and General Lazarus' was a policeman stationed at Tongaat until he was found guilty of corruption and dismissed from the SAPS. After his dismissal he was 'recruited' as an informant by CI and paid R50 000 per month.
85. FM44, a relative of General Lazarus, was also taken up as an informant by CI. He was also an ex-policeman who was previously stationed at Tongaat SAPS until he retired. I was told this by Colonel FM34

F. PAYMENTS AND CLAIMS TO AGENTS

86. I was tasked with handling the claims for salaries, operational expenses, vehicles etc, of those Agents appointed from General Mdluli's family as well Colonel FM25 and FM30 .
87. As previously indicated, the individuals associated with General Mdluli that were placed in the Agent programme were:

87.1. FM24

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87.2. Warrant Officer FM29

87.3. Captain FM26

87.4. FM28

87.5. FM27

87.6. FM25

87.7. FM30

88. FM24, FM29, FM25 and FM30

were appointed into the programme as part of the Cyber Crime Unit ("CCU"). At the time I was handling them, they were supposed to report operationally to Colonel Beau Grobler ("Mr Grobler") and therefore, I do not know exactly what their duties would have been. I also did not keep an operational file in respect of their duties and thus had no idea what they did.

89. I know that Colonel FM24, Warrant Officer FM29, Colonel FM25 and Sergeant FM30 were supposed to set up and operate an undercover internet café in the Cape Town area in 2010. I was responsible for setting up the front company. The cost involved in setting up the front company amounted to approximately R75 000.00. I cannot remember the exact date as I currently do not have access to the actual claims.

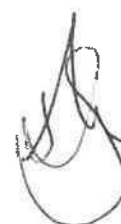
90. It is absurd that Colonel FM24, Warrant Officer FM29, Colonel FM25 and Sergeant FM30 were placed in the CCU as they had very limited computer skills and I had to arrange basic computer training for them. The cost of the training was approximately R20 000.00 paid out of the SSA. They also did not have the basic knowledge to run an internet café.

91. Captain FM26 was also appointed as an Agent, also within CCU, under the command of Colonel Beau Grobler ("Colonel Grobler"). Apart from handling his administration, I do not know what work FM26 did at

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the CCU as I do not have an operational file in respect of his duties. I do know from the perusal of his petrol slips that he would travel to Mpumalanga on a regular basis, where I know he has family residing. He would also leave the province without permission, and would absent himself from work for extended periods. On occasion I received calls from Colonel Grobler enquiring about the whereabouts of FM26 as he had not reported to work. I also brought this to the attention of General Lazarus. However, FM26 did what he wanted to and I do not know if he was ever disciplined for this.

92. FM28 and FM27 worked from covert premises in Johannesburg. They fell directly under Colonel Barnard's command and they were employed in a covert division of the Loss Management Unit. However, there was no need for the establishment of such a unit as there was already a Loss Management unit at Company X and this position was created simply to create employment for them.
93. Company X was a front company run by CI which was utilised as a procurement company responsible for the purchase of furniture and equipment used by CI. In order to protect the integrity of the company, I have referred to it as "Company X". Colonel Barnard was the head of Company X and therefore responsible for all acquisitions in respect of CI.
94. I do not know what FM28 and FM27 actually did at these premises, which were leased through Daez Trading, dealt with by me below but in most of my dealings with them, they were either at home or were shopping. I relayed my concerns about the Mdluli family to General Lazarus but I do not know if anything was ever done about this.
95. FM24, FM25, FM29 and FM28 received advances on their monthly salary. These payments were made on instruction from General Lazarus with the knowledge of General Mdluli.
96. I estimate that the expenditure incurred on these seven 'Mdluli Agents' in respect of vehicles (which will be detailed below), salaries, cell phones, hiring of premises



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and the set-up of the front company from March 2010 to October 2011 (when I was placed in the WWP), exceeded 5 million rand.

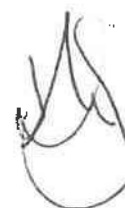
97. I believe that all of General Mdluli's family and friends as dealt with above, were placed in the Agent Programme to secure employment for them and to hide their identities and their relationship with General Mdluli.

G. INVESTIGATION CONDUCTED INTO APPOINTMENTS AND PROMOTIONS

98. General Godfrey Lebeya ("General Lebeya"), the current head of the Hawks, was appointed to investigate the various 250 appointments and promotions around the time that the promotions and appointments were made.
99. General Lazarus informed me that he and General Mdluli were considering placing General Lebeya's wife's name on the list of people to be appointed or promoted, without General Lebeya or his wife knowing about it. I believe that this was because they wished to make it appear as if he was also complicit in the nepotism at CI, which could be utilised, if required, to get him to desist with the investigation. I am not sure whether this occurred or what transpired with the investigation as I was placed in the WPP.

H. THE PAYMENT OF INFORMER REWARDS

100. Apart from Agents, who were policemen placed under-cover in covert operations, CI utilised and paid for the services of two types of civilian individuals in return for information, namely:
- 100.1. a "Contact Person", which is a person who assists with a certain aspect or provides information on an *ad hoc* basis; and
- 100.2. an "Informant", which is a person who would be registered on the CI payroll and remunerated on a monthly basis.
101. Generally, the informants were provided with a set remuneration per month, similar to a 'basic salary', on top of which, based on their productivity, the informer would be paid additional amounts as informer rewards, similar to a



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- bonus. Informers were also paid for operational expenses such as meals, cellular phone expenses, etc, on the production of supporting receipts.
102. CI retained a personnel file on each informer and progress reports were maintained monthly in order to track the productivity of the informer to determine whether the informer was entitled to receive any informer rewards.
103. This system was utilised by certain senior members at CI to generate huge amounts of cash through the submission of false informer rewards.
104. An example of such is from Colonel FM41's office, relating to the success on a platinum investigation, where metal and platinum was recovered to the value of R500.00. However, the reward paid to an 'informer' for this success was generated on a recovery value in the amount of R5 million.
105. FM45 informed me that Colonel FM41 had a contact in the Organised Crime Head Office in Pretoria. He devised a scheme whereby SAPS case numbers (CAS) and exhibit numbers (SAP 13) numbers were obtained from Organised Crime Head Office in Pretoria to be used as motivation for the payment of informer rewards and operational expenses.
106. I believe that so-called informers were registered as informers, although they did not do any work as an informer for CI. A report would then be submitted by their so-called handler alleging that they worked on a successful investigation carried out under the case numbers provided by Organised Crime to legitimise claims for informer rewards and operational expenses. This was done although neither CI, nor the 'informer' ever worked on these investigations.
107. I do not think that the informers under whose names the claims were submitted, were even aware that the claims were being made. I say this because on one occasion I was with Colonel FM41 when we met with a so-called informant, whose details are unknown to me, outside the Blue Crane Restaurant in Pretoria. Colonel FM41 got the informant to sign six blank receipts in my presence. In this manner, claims of informers rewards and for operational expenses could be



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submitted by Colonel Malaza in any amount and the person whose name was used would not even know that the claims had been made. The claim would then be processed and once authorised on the strength of the false documentation attached thereto in support of the claim, the claim would be paid out to the handler, who would keep the money supposedly claimed on behalf of the informant.

108. Just by utilising 6 blank receipts a handler could keep himself in funds for a period of 3 months, submitting 2 receipts per month, one for operational expenses and one for informer rewards.

I. COVERT OFFICES AND SAFE HOUSES.

The acquisition of safe houses

109. There was an equal abuse of the systems in place at CI relating to the procurement and utilisation of safe houses.
110. A safe house is a term used by CI for a house, flat or other dwelling, which is leased by CI, under the name of a private individual or company, to be utilised for covert members' meetings, planning of operations and administrative duties, such as updating informer files and holding private or secret meetings.
111. In respect of every property leased, an application for the lease and approval thereof is required. Thereafter an SR number is allocated to the property. Without an SR number, funds cannot be generated and/ or payments made to the owner.
112. The motivation for the lease would normally come from the head of a project or covert group which wishing to carry out a project/ operation, to justify the lease. The motivation/ application would have to include:
- 112.1. Background to the project/ operation;
- 112.2. The reason why the property was required and the purpose thereof;
- 112.3. The estimated expenses; and



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112.4. The duration for which it would be required.

Safe house at Gordon's Bay CI rented from General Mdluli

113. I was instructed by General Lazarus to get General Mdluli's private dwelling situated at Gordon's Bay in the Western Cape registered on the books at CI as a safe house.
114. I was informed by General Lazarus that a friend of his, Mr John Appalsami ("Mr Appalsami") of Daez Trading would accompany me on a pre-assessment of the said property to enable CI to rent Mdluli's house as a safe house. I believe that as a favour to his friend, Mr Appalsami, General Lazarus employed his company, Daez Trading to assist, for a fee, in the acquisition of safe houses.
115. Mr Appalsami flew with me to Cape Town and on instructions from General Lazarus, I drew an advance from SSA to pay for Mr Appalsami's air ticket. On our return I had to reconcile the advance by putting in a claim. I obtained the ticket from Mr Appalsami in order to put in this claim, but, because his name appeared on the ticket, General Lazarus instructed me to erase his name which I did, using a permanent marker. This was done purely to hide the identity of Mr Appalsami.
116. On our arrival in Cape Town we drove to the property to conduct an assessment. The property consisted of a ground floor apartment with two bedrooms, an open plan lounge/kitchen, bathroom and a small outside yard, leading from the lounge.
117. The assessment was not done to see whether the property met any of CI's requirements, but to see what furniture should be bought for the premises. The reason Mr Appalsami accompanied me to the premises was because it was necessary for him to acquaint himself with the premises as he was going to sign the lease for the premises (as 'owner') in order to disguise the fact that it was General Mdluli's house that was being rented.
118. On 31 January 2010, I signed as a witness to the lease in respect of this property between CI and Mr Appalsami. Colonel Rolobile signed the contract on behalf of



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CI as the lessee. See Annexure "DGN 8." The lease agreement was for a fixed period of three (3) years, from 01 February 2010 to 31 January 2013. The SR number allocated to this premises was SR! The agreed monthly rental on the premises was R8 500.00 + Vat (R9 690.00) with a 10% annual increment.

119. Thereafter, CI paid the rent and amenities to Mr Appalsami for the rental of the premises on a monthly basis. Mr Applesami would then pay the money back to me. Upon receipt of the cash (rent) I handed the cash to General Mdluli and informed him that it was for the rent of his premises in Gordon's Bay. From January 2010 to January 2011, I received R7 000.00 in cash from Mr Appalsami on a monthly basis. I am of the opinion that the difference of R2 690.00 would have been retained by Mr Applesami as a commission, otherwise he would have returned the entire amount to me, to hand over to General Mdluli. When the rent increased by 10% in January 2011, I received R7 700.00.
120. At times I had to use this money to clear advances on my name in respect of claims I had submitted on General Mdluli's behalf. I informed General Mdluli every instance when this occurred and he was satisfied with that arrangement.
121. I have access to the invoices from Daez Trading to CI but have not annexed them as they reveal the identity of Company X. I can confirm that these invoices relate to services and rent in respect of SR . (General Mdluli's premises in Gordon's Bay).
122. I personally also ordered the furniture, on the instructions of General Lazarus, for the premises of General Lalla and General Mdluli from Masons furniture in Benoni. The payment of the furniture was made from the SSA, through a bank account in the name of company X. I recall buying two (2) beds, a television, lounge suite and kitchen appliances. If my memory serves me correctly (I have not had sight of the claim), CI spent between R50 000.00 and R60 000.00 on furniture and appliances. I cannot recall if this was for one or two premises.



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123. The furniture was transported on a truck belonging to the CI vehicle fleet by "Japie" whose surname I cannot remember and two other casual labourers. I informed Japie of the delivery addresses as well as what furniture was to be placed in which premises. I cannot recall whether or not I told him who the owner of the premises were. Either he or Colonel Barnard would have signed off on the purchases.

Lease of Residential Property situated at Clearwater Estate, Atlas Road, Boksburg

124. General Mdluli had the exclusive use of a safe house situated at Clearwater Estate, Boksburg from the day it was acquired and leased as a safe house by CI. As with the Gordons Bay property of General Mdluli, the premises were leased from Mr Appalsami through Daez Trading.
125. I was shown copy of a letter dated 16 November 2009 by Colonel Roelofse or Viljoen, which sets out the motivation for the leasing of the property. I do not have any independent recollection of this document. However, I suspect that I would have assisted with the motivation as my name, together with Colonel Rolobile is listed in the enquiries column. This document is marked secret and is thus, not attached to this affidavit.
126. On 10 November 2009, I signed as a witness on the lease agreement, which was entered into between CI and Deaz Trading for a fixed period of one year from 01 December 2009 to 30 November 2010, with the option to renew the lease for a further year. The rental amount was fixed at R17 500.00 + VAT and an escalation fee of 10% per annum, for the rental period. See **Annexure "DGN 9."** The lease agreement was signed by Mr Appalsami, as the lessor, and Colonel Rolobile on behalf of CI, as the lessee.
127. The house was furnished as a residence and I was responsible for the acquisition of the said furniture. I also ordered the furniture for the safe house through Masons in Benoni and if I recall correctly, we purchased a lounge suite, second



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lounge suite with a big screen TV, surround sound and DSTV, fridge, washing machine, small kitchen appliances, crockery, dining room set, and everything else that would be required to furnish a 4 bedroomed house, from scratch. I estimate that we spent more than R100 000.00 on these furnishings. The actual claim against the SR number would confirm the actual amount. All of these expenses were drawn from funds in the SSA.

128. I was also responsible for the upkeep, maintenance and cleaning of the premises, all paid for through the SSA. I was also required to ensure that the house was stocked with groceries, also paid for from funds in the SSA.
129. Although this property was leased for the use of General Mdluli, General Lazarus and I also had access to the premises. I went there on a few occasions to collect a Lexus vehicle used by General Mdluli, on General Mdluli's request.
130. I also had to pick General Lazarus up from his home and take him to General Mdluli at this house over weekends. They then had their discussions and General Lazarus and I would then leave once their discussions had been concluded.
131. I also recall seeing FM24 , FM29 and

General Mdluli's two (2) children at this safe house in Clearwater Estate.

132. At some stage FM24 stayed at the premises for the duration of a training course that she attended in Silverton. I know this as I had to take her to the course from this premises in the morning, and take her back in the afternoon.

General Raymond General Lalla's flat in Rondebosch Cape Town

133. A flat owned by General Lalla, situated in Rondebosch, Cape Town, was also rented by CI as a safe house. This was also rented through Daez trading.
134. As in the case with the Gordons Bay property of General Mdluli, the same scenario existed with General Lalla, where:



- 134.1. the premise was leased from Mr Appalsami through Daez Trading;
- 134.2. CI paid the rent to Daez Trading; and
- 134.3. Mr Appelsami would then pay me R6 000 per month on a monthly basis, which I then handed personally to General Lalla informing him that this was in respect of his rental of the property.
135. There could be no mistaking that the source of this money was the alleged rental of this property. I do not know how much CI paid Applesami for the rental.

J. OTHER CONTROVERSIAL PREMISES LEASED AS SAFE HOUSES BY CI

136. The following are but a few controversial properties rented by CI which were paid from the SSA.

Morgan Ridge Boksburg

137. CI also leased a residential property in Morgan Ridge Boksburg from CL Dicks, the daughter of Mr Joe Marques ("Mr Marques") of New World Motors. I negotiated an agreement with Marques on instruction by General Lazarus for the monthly rental to be inflated by R2 000.00. The funds were accumulated over a 12-month period and I collected R24 000.00 minus an advance of R10 000.00 from Mr Marques at the end of the year, which we divided equally between General Lazarus and myself.
138. The advance of R10 000 was collected by me during January or February 2011 from Mr Marques for General Lazarus who needed the money for an overseas trip with Mr Marimuthu. This inflated arrangement of R2 000.00 went on for about two years.

"X" Business Park

139. The office of Colonel Govender who deals with agent administration was based at "X" business park in Gauteng. This corporate business premises was leased by CI through Daez Trading.



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140. General Lazarus instructed me to inform Mr Appelsami to inflate the rental and to my knowledge, as with the other lease agreements, Mr Appelsami retained the difference between the inflated amount and the actual rental, which accumulated on a monthly basis, to be utilised, less his commission, for the use of General Lazarus. On one occasion, General Lazarus instructed me to collect R6 000.00 from Mr Appelsami, which I did, and I handed the cash to General Lazarus. This was a once-off collection for General Lazarus' trip with Mr Marimuthu during about 2010. I assumed that the funds were provided by Mr Appelsami from the additional funds retained by him in respect of this monthly rental.

Marimuthu's premises

141. Various premises are/ were being rented from Mr Marimuthu, which amounted to approximately R200 000.00 to R250 000.00 in rental being paid from SSA, per month. This was told to me by Colonel fM10 who was in charge of these premises.
142. I am not certain of the exact number of properties leased from Mr Marimuthu. However, I know of two of these premises situated in Umhlanga Rocks in Kwa Zulu Natal. I personally inspected these properties and found that they were unsuitable for occupation. I brought this to the attention of General Lazarus, who said he would deal with it further.
143. A house was rented by CI as a safe house in the Boksburg area through Daez Trading, which was earmarked for the exclusive use of Mr Marimuthu's girlfriend, fM18 who was appointed as a clerk in CI. This was on the instruction of General Lazarus.
144. General Lazarus then instructed me to facilitate the installation of cameras at the premises to obtain evidence of Mr Marimuthu and his girlfriend together, I assume to be used against him in the event that he did not play ball with General Lazarus. The cameras were installed by Colonel fM11 and the carpentry where the cameras were to be concealed, was undertaken by Captain fM03 who I know as. fM11 is General Lazarus'



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and Captain fM03 is married to a relative of Lazarus. Both were known to me personally.

Island Rock Covert Facility

145. I am also aware of a covert facility belonging to the State, called Island Rock, situated in Kwa-Zulu Natal. It is in a totally secluded area on the beach and access to civilians is prohibited. General Lazarus, together with certain members in Kwa-Zulu Natal, had exclusive use of this facility. General Lazarus and I went there on holiday on various occasions with our families. We used our state vehicles for these holidays and all expenses were claimed from the SSA as operational expenses.
146. I do not have the documentation relating to the claims. However, the claims will reflect that we went on official duties, although hardly any work was ever performed. Most of the time, family members and friends of General Lazarus accompanied him on these visits. These trips would conveniently take place over long weekends or school holidays (Christmas / Easter).
147. The Camp Commander, Captain Piet Nel can confirm these visits.

Various other suppliers to CI also had access to this property at the behest of General Lazarus. I personally know of Mr Joe Marques of New World Motors and Mr Jan Venter of Atlantis Nissan who were involved in corrupt schemes with Colonel Barnard and General Lazarus dealt with by me below.

Thompsons Bay in Ballito

148. This facility is privately owned and was utilised solely by General Lazarus and his inner-circle of family and friends. CI rented these premises for a year or two as a safe house and a SR number was allocated to the premises in order for it to be funded through CI.
149. The premises contain a number of self catering 4 bedroomed houses situated within a complex, and is very upmarket.



150. I have also been there on a few occasions with my family whilst on holiday, especially over long weekends and school holidays. Although we never had to pay any money for using the premises, we had to supply our own food. We would utilise SR vehicles to go on holiday to these and other places.
151. I will easily be able to point the premises out, and although the house "number 9" springs to mind, I cannot say for sure if this is the correct number.

"X" Estates Greenstone Johannesburg

152. During the year 2005 or 2006, there was an attempted hijacking on General Lazarus outside of his house, which was in the process of being renovated. General Lazarus and his family had been staying in the house while it was being renovated. General Lazarus used this hijacking as an excuse to acquire alternative accommodation at state expense, whilst his house was being renovated. He said to me: "*We can piggy-back on this thing, if you know what I mean*", and he would talk to General Lalla about it.
153. I presume that he did get the necessary approval from General Lalla as he instructed me to secure a safe house for him. I eventually found one situated in "X" Estates , Greenstone in Johannesburg, in which he and his family stayed whilst his own house was being renovated. This was for period just over a year and the rent was approximately R6 000.00 per month. I paid this rent from the SSA. However, the residence was rented solely for the period General Lazarus and his family made use of it and it was not rented by CI after that. It was also exclusively furnished from monies out of the SSA.
154. After the lease period, the furniture from the house was 'boarded'. The furniture was still in excellent condition:
- 154.1. The three seater beige fabric lounge suit was given to Colonel Marinda Venter (second in-charge to General Lazarus);
- 154.2. I received a dishwasher and a television stand; and

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154.3. Some other items were taken by General Lazarus to his own house.

Properties owned by Colonel FM10

155. Colonel FM10a policemen and prominent businessman owned some properties which were leased to CI as safe houses. I know of at least one property in Bedfordview which was rented from him by CI. I know this because this was told to me by Colonel FM08

Sheffield beach property

156. This was a private property not leased by CI which I believe was purchased by a group (consortium) of CI members, namely:-

156.1. General Deena Moodley ("**General Moodley**") (the Commander of CIG in Durban who then promoted to the Assistant Commissioner and became the Provincial Head for CI in Kwa-Zulu Natal);

156.2. General Lazarus;

156.3. Colonel FM07 (CI member based in Kwa-Zulu Natal; and

156.4. Colonel FM09 (CI member based in Kwa-Zulu Natal).

157. I am not certain if Colonel Bamard formed part of this consortium, or not.

158. They purchased the land and built a house on the property, which was later sold for over R4 million.

159. Most of the funds to develop the property and build the house came from the SSA. This was facilitated by Colonel FM09 and others. I assume that the money was generated through the submission of false informer claims. Colonel FM09 informed me that to keep the project running he would require R250 000.00 every fortnight.

160. Furniture, beds, bedding, lounge suites, television sets and other items were purchased via the SSA and were placed as an asset against one of the safe



houses. I know this as the instruction to purchase the furniture from SSA funds came from General Lazarus. I was with General Lazarus and Colonel FMO7 when this was discussed. Colonel FMO7 had a list of the furniture and thereafter General Lazarus, Colonel FMO7 and I purchased the furniture from New World in Menlyn in Pretoria, through Company X and paid for it from the SSA. The furniture was top of the range. New World is a preferred supplier to Company X.

161. A large portion of the items were later stolen which was problematical as the theft did not occur at the safe house these items were supposed to have been situated. General Lazarus informed Colonel Barnard to keep the stolen items on the asset register of the safe house to whom the assets were allocated for a few months and then thereafter, to remove them from the asset register.
162. I know where the property is and will be able to point it out should this be necessary.

Karin Hanekom Attorneys

163. Karin Hanekom Attorneys were the conveyancing attorneys dealing with the transfer of a property purchased by General Mdluli. I was requested by General Lazarus to deposit a cheque which was given to him by General Mdluli for the transfer costs of the property in the amount of R 40 000.00 into the trust account of Karin Hanekom Attorneys. General Lazarus also requested me to deposit an additional R 30 000.00 into Karin Hanekom Attorneys' trust account and told me to take an advance from the SSA in order to generate this additional amount. The advance was registered in my name and General Lazarus approved the advance. Although I cannot remember the content of the motivation on the advance form, I am quite certain that it did not refer to the transfer cost of General Mdluli's property.
164. A copy of a deposit slip dated 25 May 2010, attached as Annexure "DGN 10." is the deposit slip completed by me when I deposited the R70 000.00 into the account of Karin Hanekom Attorneys.



165. If I recall correctly, I deposited the cash and cheque at ABSA, in Pretoria. I cannot recall the specific branch, but I think it was Monument Park. The details on the deposit slip with the name Karin Hanekom Attorneys and Account number were provided to me by General Lazarus.
166. I reminded General Mdluli of the outstanding R30 000.00 advance and suggested to him that he allows me to take the monthly rental income generated by the Gordons Bay rental to offset the advance. I also informed General Lazarus of this payback arrangement. He agreed to this arrangement and I recall using at least four (4) monthly rental income payments of R7 000.00 per month, to clear the advance of R30 000.00. I think I made a fifth (5) payment to cover the balance. I would, however, need the actual advance to be certain.

K. UPGRADING OF CI MEMBERS PROPERTIES

167. I believe that renovations and upgrades were done to various CI members' and family member's properties utilising funds from the SS Account, namely:
- 167.1. General Lazarus' sister's flat in Tongaat was renovated in the amount of R150 000.00. This was related to me via general conversation with an agent from KZN whose name I am able to supply should this be necessary.
- 167.2. The same agent informed me that Lazarus' uncle's premises in Richards Bay were also renovated. I cannot recall how much was allegedly spent on the renovations;
- 167.3. A property owned by Colonel FM09's mother-in-law in Shaka's Rock. Colonel FM09 lived in a granny flat on the property. However not only the granny flat, but the entire property was renovated. General Lazarus was extremely upset with Colonel FM09 with the level of extravagance of the renovations and appliances as a lifestyle audit would have easily revealed that he would not have been able to

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afford it. This made me believe that the funds had been secured through the submission of false claims;

- 167.4. Colonel ~~FM07~~ house in Durban;
- 167.5. General Deena Moodley's properties in Pinetown and Belair;
- 167.6. A property associated with Colonel ~~FM08~~(his or his fathers house); and
- 167.7. My own property. When General Lazarus' house was being renovated there was some downtime for the builders and he gave me a cheque for R20 000 to build a front boundary wall and replace my driveway gate. He said that he would 'sort it out' with 'Deena', referring to General Moodley. At a later stage, I used a further amount of R20 000.00 which I obtained by inflating the price of a VW Golf, paid for with funds from the SSA, to convert my garage into a kitchen as my wife was going to start a catering business.

L. ACQUISITION OF (SR) STATE VEHICLES

168. State vehicles were also acquired for several of the General's notwithstanding that they were not entitled to them as a motor vehicle allowance was already included in their salary package. The was orchestrated by General Lazarus to justify his acquisition of a state vehicle, and I believe to ensure that the other General's were complicit.
169. As with the process of acquiring safe houses described above, a similar motivation was required for the acquisition of state vehicles. Once purchased, the vehicle would be allocated an asset number and an SR number. All SR vehicles, their registration, licencing, repairs and all other running costs are all paid for from the SSA.
170. For security purposes, the vehicles are purchased by Company X and subsequently registered in the individual's name to whom the vehicle had been allocated, and not in the name of the State.



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171. If a vehicle needs to be rented by CI, then this money would be paid through Company X's account.
172. With regards to the operation of the vehicles:
- 172.1. Normally, an advance of cash was taken by the person allocated the vehicle, as there was no petrol card provided. The member would then either use the cash to pay for fuel, or put the amount into their personal petrol card to use, when filling up the SR vehicle;
- 172.2. Members would have to retain the receipts (where possible) and keep an updated log book (where possible) of the km travelled. I say "where possible", as although this was a requirement, the situation may occur where the risk of obtaining a receipt under circumstances may raise suspicion, which could blow a member's cover. In these instances, a receipt would not be obtained. Where the member had either lost the receipt or was unable to obtain one, a motivation had to be supplied on a document referred to as a "certificate of incomplete receipts";
- 172.3. These receipts were required to claim against the advance and the odometer reading was required to be recorded on the receipt. The expenses would be reconciled at the end of the month, and if there was a shortfall of funds used, the member would be required to pay in any difference from his private funds;
- 172.4. The log book for the vehicle had to be retained by the driver for each trip reflecting the start kilometre ("KM") reading, end KM and description of travel; and
- 172.5. If an Agent used the vehicle no details of travel would be recorded for security reasons. The logbook would still reflect that the agent utilised the vehicle for the specific month and only the opening and closing mileage would be reflected. Operationally, I do not know whether or not the agent's handler or the agent himself would have to keep a separate

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logbook confirming these daily log entries for the month. From my administrative perspective, as long as the vehicle return was completed, the documentation could be processed.

SR Vehicles for the General Mdluli "family"

173. I was shown documentation by Colonel Roelofse regarding State vehicles that were delivered to the General Mdluli 'family' members and can comment on them as follows:
- 173.1. **BMW E90 330d Sedan:** The vehicle was purchased from Leo Haese BMW, Hatfield, Pretoria ("**Leo Haese**") in the total amount of R487 313.00, by Company X. In July 2010, I accompanied other members to deliver this and a number of other vehicles to the Mdluli's in Cape Town. This vehicle was delivered to ~~FM20~~ **FM2u** for her to use as her SR vehicle. At the time she had been driving a BMW 320D which was only a few months old. Once the new vehicle had been purchased, the BMW 320D was redirected to the CI office in Cape Town;
- 173.2. **Nissan Micra 1.4 VISIA:** This vehicle was bought from Nissan Atlantis, Centurion ("**Nissan Atlantis**") in the amount of R127 000.00 by Company X, and was delivered to Sergeant ~~FM30~~ in Cape Town;
- 173.3. **VW Golf 6 1.4 TSI Trendline:** This vehicle was bought from Barons Bruma, Johannesburg ("**Barons Bruma**") in the amount of R220 365.00 by Company X, and was delivered to ~~FM25~~ **FM25** in Cape Town;
- 173.4. **Honda Jazz 1.5 EX:** This vehicle was bought from Nissan Atlantis in the amount of R172 000.00 by Company X, and was delivered to ~~FM29~~ **FM29** in Cape Town;

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- These vehicles were delivered to Cape Town by Lieutenant Colonel FM04, Lieutenant Colonel FM11,

Lieutenant Colonel FM08, Warrant Officer FM38, Captain FM02 and myself

- 173.5. **Audi A4 2.0 T FSI:** This vehicle was bought from Barons Bruma in the amount of R352 309.10 by Company X, and was delivered to FM 28 in Gauteng;
- 173.6. **VW Golf 6 1.4 TSI Trendline:** This vehicle was bought from Barons Bruma in the amount of R221 376.00 by Company X, and was delivered to FM 27 in Gauteng; and
- 173.7. **VW Golf 6 GTI:** This vehicle was bought from Barons Bruma at an unknown amount, by Company X, and was delivered to FM26 in Gauteng.
174. The vehicles in question were delivered on the instruction of General Lazarus, who informed me that I would be responsible for the submission of the petrol claims in respect of the aforementioned vehicles. On a monthly basis, I would receive petrol slips and toll slips from the respective drivers and I would complete the claim forms. I would also complete the monthly log sheets pertaining to the vehicles. None of the logbooks were completed in detail to reflect daily trips, and only reflected the opening and closing mileage. I therefore had no idea of how, when and where the vehicles were being used, or whether they were utilised for private or official business.
175. At the time I delivered the above mentioned vehicles, each individual had to sign for the vehicle in question and I gave them instructions on how the vehicle was supposed to be utilized. I currently do not have access to these files. I could be more accurate in respect of delivery dates if I have access to these files.



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General Mdluli's vehicles

176. Whilst appointed as the Divisional Commissioner at CI, General Mdluli had 7 vehicles allocated to him over a period of time, of which 6 were SR vehicles, for his exclusive use. At anyone time, he had 3 SR vehicles for his use. Of the three, the Mercedes E Class and the BMW 530 were parked at his house at Dawn Park and the Lexus was parked at the safe house in Clear Water.
177. I will deal with each vehicle separately:
- 177.1. **Audi Q7:** This vehicle was utilised by General Mdluli as his official vehicle which had been purchased from the open account, and not the SSA, as he was entitled to a state vehicle, being the Divisional Commissioner. Consequently, he had the authority to use this vehicle with an official driver;
- 177.2. **Mercedez Benz E 350 CDI.** This vehicle was bought from Mercedez Benz Lifestyle Centre, Menlyn in the amount of R636 950.00 by Company X using SSA funds. Initially General Mdluli was content with the vehicle, but a few months later General Mdluli expressed his dissatisfaction in that the vehicle did not contain all of the available extras that he wanted. He then instructed General Lazarus to ensure that the vehicle be traded in for the same type of vehicle, but one which was fitted with his requirements. The SSA suffered a substantial loss due to the depreciation of the vehicle and replacement of the vehicle;
- 177.3. **Mercedez Benz E. Class Sedan E 350 CDI.** This vehicle was also bought from Mercedez Benz Lifestyle Centre, Menlyn in the amount of R826 780.01 by Company X using SSA funds. This vehicle was bought as a replacement on the previous Mercedes as it came from the factory fitted with the extras General Mdluli required. The extras cost in the region of R200 000.00, as can be noted from the difference in price of the identical vehicles;



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- 177.4. **BMW 530D Sedan:** This vehicle was bought from Leo Haese in the amount of R706 150.00 by Company X. With regards to this vehicle, I am aware that a discussion was held between General Lazarus and General Mdluli regarding the acquisition of this BMW for General Mdluli's use;
- 177.5. **Black Jeep:** General Mdluli also made use of a black Jeep, previously utilised by General Mphego, when he was the Divisional Commissioner, but General Mdluli did not like the vehicle, so the vehicle was redirected for use by CI in KwaZulu Natal; and
- 177.6. **Lexus:** The Lexus SUV was initially purchased by Company X for General Nchwe for her to use, but according to General Lazarus, she did not like the vehicle and refused to take possession of it and so it was allocated to General Mdluli for his use. Although the vehicle was registered in my name, the only time that I would drive it was to take it to a car wash to be cleaned and thereafter, I would return it to the safe house occupied by General Mdluli. This vehicle was used by General Mdluli up until his arrest in March 2011.
178. I was informed by General Lazarus that I would be personally responsible for the petrol claims for these vehicles. However, I did not deal with the claims regarding his C-Class Mercedes and had no dealings with this vehicle as he received the vehicle on his appointment and I was not involved in acquiring it for him.
179. General Mdluli handed me petrol slips and I would complete the claim forms on his behalf. I would then complete the vehicle log book, petrol returns and sign the claim form. The log book would only reflect the opening and closing mileage and no details of the daily trips. When the vehicles were not being used by General Mdluli for that particular month, they would be parked and no one else made use of them.



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Vehicle purchased for use by Minister Mthethwa

180. **ML 350:** This vehicle was purchased at Mercedes Benz, Umhlanga in the amount of R373 850.00 by Company X. In respect of this vehicle I can state that:
- 180.1. It was specifically purchased for the use by the then Minister of Police, Minister Nathi Mthethwa and Colonel FM II and I delivered the vehicle to Minister Mthethwa's residence in Pretoria. The vehicle was registered in Colonel FM II name and had a "NJ" registration;
- 180.2. The Minister utilised the vehicle for a few months when General Mdluli informed me that Minister Mthethwa no longer wanted to make use of the vehicle as journalists were following him. I was instructed by General Mdluli to collect the vehicle from Minister Mthethwa's residence, which Colonel FM II did; and
- 180.3. After the vehicle was collected by Colonel FM II it was parked at the CI vehicle store. During this period, General Lazarus occasionally used the vehicle. On instruction of General Lazarus, the vehicle was taken to Cape Town for General Mdluli to use whenever he was in Cape Town. This vehicle was subsequently registered in the name of "FM24"

Vehicle purchased for Lieutenant General Nchwe

181. Lieutenant General Manoko Nchwe ("**General Nchwe**") was employed in the SAPS as Head of Human Resources and she was not entitled to be allocated a vehicle from CI.
182. General Lazarus informed me that General Mdluli had suggested that we purchase a vehicle for General Nchwe as there was bad blood between her and General Lazarus. I understood this to be due to the appointments and promotions made by General Lazarus without her prior consent.



183. Initially General Lazarus purchased a Lexus SUV for General Nchwe, but before the vehicle was even delivered to her, she apparently indicated her dissatisfaction with this vehicle, so the vehicle was allocated to General Mdluli to use as one of his personal SR vehicles.
184. General Lazarus then arranged for the purchasing of a white Audi Q5 3.0 TDI, from Audi Centre in Bruma, Johannesburg.
185. On a date which I cannot recall, General Lazarus telephoned me requesting me to come to his home. After arriving at his residence, General Lazarus told me that Mr FM02 and I must deliver the Audi Q5 3.0 TDI to General Nchwe at her residence.
186. The vehicle was parked at General Lazarus' residence and as Mr FM02 was staying with General Lazarus at the time, Mr FM02 drove the vehicle from General Lazarus' house to General Nchwe's home in Essexwold, Bedfordview, whilst I followed him in my vehicle. General Nchwe personally took possession of the vehicle. At that stage the vehicle was still fitted with temporary number plates.
187. Although I cannot recall the exact date on which we delivered the vehicle to General Nchwe, the date of 2 August 2010 as indicated on the purchase order suggests that I would have delivered the vehicle around the same time.
188. Although I did not register the vehicle, I did assist with the registration process. I requested certain documentation from General Mdluli regarding the registration of the vehicle into General Nchwe's name. I initially received a copy of General Nchwe's identity document from General Mdluli in order to register the vehicle in General Nchwe's name. I also required a utility bill in the name of General Nchwe, which was also provided to me by General Mdluli.
189. Having obtained the relevant documentation, I handed the documents to the designated person at our office, who at the time dealt with the registration of the vehicles. I have perused an e-natis printout indicating that the vehicle was registered in General Nchwe's name on 13 August 2010.

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190. The vehicle was captured in my name on our CI asset register system, and not as an Audi Q5 but as an Audi A4. This was done intentionally so as not to attract the attention of the Auditor General ("AGSA") or any other auditors, as I would not have qualified for a vehicle of that value.
191. Although the vehicle was allocated to me on the CI asset register system and I was responsible for the monthly returns to be submitted in respect of the vehicle expenses:
- 191.1. Whilst being registered and utilised by General Nchwe, up until the day I was placed in the WPP, I had not received any petrol slips for this vehicle;
- 191.2. I did not submit any claims on this vehicle for running costs;
- 191.3. I never received any documentation supporting any expenses relating to the said vehicle; and
- 191.4. I did not keep a log book as required by the police standing orders and regulations as I did not receive any information regarding the use of the vehicle.
192. At some stage later I discussed this with General Lazarus and informed him that I could not reconcile the vehicle expenses with the kilometers travelled as I had not been receiving any documents (claims) from General Nchwe. General Lazarus told me that I had to contact General Nchwe to enquire from her whether or not she had any petrol receipts. I did not get round to doing that, and the only time I saw General Nchwe after having delivered the vehicle to her, was when I had accompanied Colonel FMU to deliver an I-pad to her, which was also sourced through CI and the SSA. General Nchwe did not give me any documents regarding the vehicle and neither did we discuss the vehicle.

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Mr "Timmy" Marimuthoo

193. Mr Marimuthoo also received a white BMW X5 as a SR vehicle that was paid for from the SSA. The vehicle was also fitted with blue lights. The claims for this vehicle were administered by Colonel FM 08 who was handling Mr Marimuthoo. This information was relayed to me by Colonel FM 08

General Lazarus

194. General Lazarus kept a pool of SR vehicles, namely; a Mercedes Viano, VW Caravelle, Nissan Path Finder and a Nissan King Cab, which were used exclusively by him and members at CI closely associated with him. These vehicles were also used to travel to and from Island Rock with his family. I also had access to these vehicles and whoever used the vehicles would record the daily trips in the logbook.

M. SALE OF SR VEHICLES**New World Motors**

195. Most of the SR vehicles that were due for replacement (boarded) by CI, were purchased by New World Motors. The process for selling the vehicles was as follows:
- 195.1. The vehicles to be sold were kept in a store room until the date of the auction;
 - 195.2. The service providers had been appointed in a closed auction and were allowed to inspect the vehicles prior to the bidding process commencing;
 - 195.3. If I recall, there were between 3 and 5 service providers who could place a bid on each vehicle;
 - 195.4. Mr Marques from New World Motors was one of the bidders and I know that his son would also bid as he had a separate company;

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- 195.5. The individual bids would go into a tender / bidding box which would be opened by Colonel Barnard and either General Lazarus or another member from CI, after the bidding process had been concluded; and
- 195.6. Colonel Barnard would then inform the respective bidders as to who had successfully bid for which vehicle.
196. I suspect that Colonel Barnard and Mr Marques colluded in order for Mr Marques to be able to purchase the vehicle that had already been earmarked for purchasing, where a profit could be made. Colonel Barnard informed me that Mr Marques had wanted to purchase a Blue BMW 330 which was to be auctioned. Colonel Barnard informed me that he would tell *fMOU* who at that stage was in charge of the vehicle store to remove a spark plug from the engine, so that when started, it would seem like the vehicle's engine was faulty. Mr Marques successfully bid for the vehicle and thereafter, the spark plug was replaced and the engine ran perfectly. This allowed Mr Marques to make a large profit on the resale of this vehicle. This was just one of the ways I am aware of where funds could be generated through the sale by CI of cars at the auction.
197. I suspect that Colonel Barnard also opened the tender box before the successful bidders were identified and that he would give the details of the highest bid to Mr Marques, who would then enter a slightly higher bid. I say this as I was present at one such occasion when I was asked to sit in when the bid box was opened. Later General Lazarus told me that he was furious with Colonel Barnard when he saw how close the winning bids of New World Motors were in relation to those supplied by the other bidders, I assume, as this would have raised suspicion.
198. In some instances, boarded vehicles that were successfully purchased on auction by New World Motors were sold back to CI. After minor repairs had been carried out, these vehicles were sold back to CI via Company X at inflated prices, paid for from the SSA. The profit would then be retained by Mr Marques. This money would then be collected to be used to offset advances in CI, where legitimate receipts could not be obtained, or for other nefarious purposes.

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199. I know this for a fact as on two occasions Colonel Barnard sent me to collect R30 000.00 and on another occasion R40 000.00 in cash from Mr Marques. The R40 000.00 I either gave to Colonel FM08 or Colonel FM07 to offset some of their outstanding advances. General Lazarus also told me that Colonel Barnard had been busy with this kind of practice for a long time.
200. The R30 000.00 I handed to Colonel FM07 was to repay Colonel FM10 for the tickets he had purchased for the inner circle at CI to attend the 2010 soccer world cup.
201. Members from CI also purchased SR vehicles back from New World Motors which they registered in their private names. These vehicles would be identified beforehand and purchased at the same price that New World Motors would pay for them, when purchasing them from an auction. In this way members benefited financially in that they received vehicles at a much cheaper price. This was done as a favour to certain members at CI. I know that General Lazarus' relative FM39 received about 4 vehicles from New World Motors that he later resold. General Lazarus' uncle in Richards bay also received 2 vehicles via the auction. Colonel FM09 received a Nissan Sentra. I am not sure who paid for these vehicles.

Nissan Atlantis

Trade in of General Mdluli's private BMW

202. On 2010-05-31, General Mdluli traded in his personal vehicle, a 2009 BMW 730D with registration number XWT 151 GP and engine number 24426875 on two vehicles, namely a:
- 202.1. 2010 BMW 330d Sedan with engine number 21537366; and
- 202.2. 2010 BMW 530d Sedan with engine number 23567507.
203. There was no need for CI to purchase these vehicles and the only reason for them doing so was in order to generate a discount to finance the shortfall on

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General Mdluli's finance contract with BMW, South Africa, in the amount of R90 526.01.

204. What had occurred in respect of the sale of General Mdluli's BMW is that General Lazarus had instructed me to take the BMW 730D to Nissan Atlantis where I handed the vehicle over to Mr Jan Venter ("Mr Venter"). As part of my functions within CI, I regularly came into contact with Mr Venter at Nissan Atlantis.
205. After about one to two weeks I was asked by Colonel Barnard to collect the BMW from Nissan Atlantis and take it to Leo Haese, where I left it with Mr Nico Visser. Colonel Barnard informed me that the reason for me taking the vehicle to Leo Haese was that they were struggling to get a decent price at Nissan Atlantis. Mr Visser did the appraisal and informed me that the windscreen was cracked and suggested that the windscreen be replaced as this would help increase the value of the vehicle. I do not recall whether or not this was ever done.
206. General Mdluli's private BMW was eventually sold and Colonel Barnard asked me to contact General Mdluli to ask General Mdluli where the spare key to vehicle was as it was required by BMW. When I collected the key from General Mdluli he jokingly remarked that he was giving me the key and getting nothing in return. I relayed this message to General Lazarus who then remarked, something to the effect of: "Does he know how much we spent to sort out his car?" General Lazarus showed me a note setting out precisely what had been spent which he asked me to show to General Mdluli. However, I did not show it to him and instead shredded the document.
207. After I collected the spare key from General Mdluli, I handed it to Mr Visser.
208. General Lazarus told me that General Mdluli had a shortfall of R50 000.00 on the sale of his BMW and that I had to make arrangements for a loan agreement to be drawn up between Mr Venter and General Mdluli. I went to Mr Venter to have the loan agreement drawn up which he did. However, the document was never signed, and I had it in my bag which I carried to work, for some months.

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209. During late 2010, when CI got wind of the Hawks investigation into General Mdluli's activities, General Lazarus reminded me of the loan agreement. By this time I had forgotten about the loan agreement. However, after going through the papers in my bag, I found the loan agreement which I showed to General Lazarus who instructed me to get it signed by both parties. This was done and I kept the document in my bag. I cannot recall if I handed this first loan agreement to Mr Venter, or not.
210. Subsequent to General Mdluli's suspension, on the instruction of General Lazarus, I went to General Mdluli who handed me a hand written document to take to Mr Venter. Mr Venter drew up a new typed agreement based on the information contained in the handwritten document that General Mdluli handed to me.
211. I took this document back to General Mdluli to have it signed and met General Mdluli at the Nandos car park in Bokskburg. After it was signed by General Mdluli I took it back to Mr Venter and he gave me a copy to give to General Mdluli. I handed this copy to General Mdluli's son, Clement, at a Total Garage in Centurion.
212. This "Acknowledgement of Debt" by General Mdluli in favor of Atlantis Motors is attached hereto as **Annexure "DGN 11."** Although the document is dated 14 July 2010, it was only signed in 2011 and not on 14 July 2010.
213. In April 2011, I was approached by the Asset Forfeiture Unit ("AFU") regarding General Mdluli's vehicles. After this I had a discussion with either Colonel Barnard or General Lazarus who informed me that General Mdluli's private BMW had eventually being sold or traded in when CI purchased the two BMW's ("the 330 and a 530") to offset the shortfall on General Mdluli's private vehicle. This was told to me by General Lazarus.

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Discounts from Nissan Atlantis

214. Mr Venter of Nissan Atlantis has given many members of CI big discounts on private vehicles, due to the amount of money spent by SSA at his company. Some of these discounts are dealt with below:

- 214.1. In about 2007 or 2008 I needed a vehicle for my wife so I approached General Lazarus and told him that I wanted to buy her a car. General Lazarus said that I should speak to Colonel Barnard to see what he could arrange. I made contact with Colonel Barnard and told him that I had spoken to General Lazarus as I wanted to buy a new Honda Civic, and that General Lazarus had suggested that I speak to him to see if he arrange a vehicle through Mr Venter. Colonel Barnard said that he would speak to Mr Venter to see what he could do;
- 214.2. My wife and I went to the Honda dealership situated across the road from Atlantis Nissan, who fell under the same group as Atlantis Nissan. Here we identified a blue Honda Civic which we both liked. I spoke to Mr Venter about our choice of motor vehicle and he agreed to assist in arranging a good price for me. I also had a Nissan Almera which I traded in on the new Civic and the deal was done through Mr Venter;
- 214.3. The total discount I received on this deal was approximately R30 000.00;
- 214.4. My wife's niece wanted to purchase a Mini Cooper so I followed the same process of approaching General Lazarus, then being referred to Colonel Barnard and then to Mr Venter who arranged for the sale of the vehicle. She received a discount of approximately R30 000.00 on her deal;
- 214.5. General Lazarus purchased 2 VW Golfs, Kai Picanto, Honda CRV, Nissan Murano , two quad bikes, a scooter and a motorbike all through Nissan Atlantis. His total discount amounted to more than R300 000.00.



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The Golfs and Kai Picanto were purchased from the second hand lot at Atlantis Nissan, whilst the Nissan Murano was new. The Honda CRV, two quad bikes, a scooter and a motorbike were purchased from the Honda dealership from which I had purchased the Civic; and

214.6. Colonel Barnard purchased a Nissan Navara from Atlantis Nissan. I do not know what discount he may have received.

Purchase of a 2.2 CDTi Grey Honda Civic

215. I am aware of the 'purchase' of a 2.2 CDTi Grey Honda Civic by General Mdluli on 30 October 2010, from Atlantis Motors t/a Honda Auto Centurion, for his wife.
216. The brand new vehicle was initially provided by Mr Venter through Atlantis to General Mdluli for his wife to test drive for a while. However, the vehicle was utilised by General Mdluli's wife for several months without any payment being made for it. I remember having a conversation with Colonel Barnard who told me that he was getting a lot of pressure from Mr Venter due to the fact that General Mdluli had not paid for the vehicle.
217. On 30 October 2010, after having the vehicle in his possession for approximately 1 year, General Mdluli eventually purchased the vehicle.
218. I recall an incident where I was asked by General Mdluli to take the vehicle for a service at Nissan Atlantis. I collected the vehicle from General Mdluli's house in Dawn Park, where either his ex-wife, Lilly, or his daughter Bonny Mdluli handed me the keys to the vehicle. Thereafter I took the vehicle to Nissan Atlantis to be serviced.
219. I recall that the vehicle had a flat tyre, a damaged rim and the front brake pads had to be replaced. The total amount came to R2 485.00. Although I do have the invoices which were signed by me, I cannot annex them as they refer to Company X.

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220. Due to the fact that additional costs were due which were not covered by the vehicle's service plan, I contacted Colonel Barnard about payment. Colonel Barnard said he would deal with it. I do not know how the amount was paid for, or if the money was actually paid; but I never heard of the transaction again.

Purchase of a E Class Mercedes Benz by Marimuthu for General Lazarus

221. During late 2010 or early 2011 I was told by General Lazarus that Mr Marimuthu wanted General Lazarus to upgrade his (General Lazarus) private vehicle. General Lazarus informed me that Mr Marimuthu, through a contact in Durban, managed to secure an E Class Mercedes Benz vehicle on his behalf.
222. Mr Marimuthu purchased, and provided, the E class Mercedes Benz vehicle to General Lazarus and General Lazarus's vehicle at the time, a Nissan Murano, was taken to Mr Venter of Atlantis Nissan to sell on his behalf.
223. I was informed by General Lazarus that after his Nissan Murano was sold, he wrote out a cheque for R150 000.00 and paid it into Mr Marimuthu's bank account.

The private purchase of a VW golf R32

224. During 2011, I was making use of a silver Golf 6 GTI state issued vehicle with about 40 000 km on the speedometer. The vehicle was still fairly new and in a good condition.
225. Around the period of April or May 2011, I was in the company of Lieutenant Colonel FM II _____ when we were driving past a car dealership named 'S4 Auto' situated in Boksburg, when I noticed that they had a Golf R32 for sale. I subsequently informed General Lazarus about the vehicle and indicated I wanted to purchase it through CI for my use as I liked the vehicle. General Lazarus, agreed to view the vehicle.
226. I am not sure if it was on the same day or a few days later that Colonel FM II _____ and I drove to 'S4 Auto' where we met General Lazarus and Colonel

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- FM12 We did not buy that particular vehicle as it was not in a very good condition and if I recall correctly, the price was in the vicinity of R280 000 to R290 000. Colonel FM 11 then informed me that he would speak to his contact in Durban to see if he could source one there for me.
227. I am not sure of the time period that elapsed, but some time later Colonel FM 11 informed me that his contact in Durban had managed to locate a Golf R32 that was for sale. I informed General Lazarus of the development and General Lazarus gave Colonel FM 11 and I the go ahead to travel to Durban to view the vehicle.
228. In Durban we met 'Lalu' (surname unknown) whom I know to be Colonel FM 11 contact. Lalu arranged with the owner of the vehicle for us to view the vehicle. After driving and inspecting the vehicle, we agreed that the vehicle would be a good buy. I am not certain if it was at that meeting or prior to that, that Lalu had informed us that the owner wanted R240 000.00 for the Golf R32.
229. We informed Lalu that we were interested in buying the vehicle and that he should tell the owner not to sell the vehicle to anyone else.
230. On my return to Pretoria I informed General Lazarus that Colonel FM 11 and I had seen the Golf R32 vehicle, that it was in good condition, and that I wanted it. General Lazarus gave me the go ahead to purchase the vehicle and he told me that I should speak to Colonel Barnard to see what would be the best way to procure the vehicle.
231. Before engaging Colonel Barnard, I met with Colonel FM 11 and I suggested to him that we inflate the price of the vehicle by R40 000.00, seeing that the previous Golf R32 we had viewed at S4 Auto had been advertised for R280 000 to R290 000. The vehicle in Durban had lower mileage and was in a better condition than the one we had seen in Boksburg. I told Colonel FM 11 that I needed the extra R40 000 to pay for some of the renovations to my house.

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232. Colonel FM 11 agreed to check with Lalu to establish whether or not Lalu could negotiate this deal with the owner. Colonel FM 11 subsequently informed me that he had communicated this new arrangement with Lalu and that it was fine with the owner. Colonel FM 11 told me that after the owner had been paid, Lalu would arrange that the R40 000 be re-directed to us in the form of cash from the owner's account.
233. Colonel Barnard informed me that we should do the deal through Atlantis Motors, who were supplying vehicles to Company X. The arrangement was that Atlantis Motors would pay for the Golf R32 and that Company X would then buy the vehicle from Atlantis Nissan.
234. Colonel FM 11 arranged with Lalu while the vehicle was still in Durban, to re-upholster the seats and door panels, to upgrade the software on the engine, to replace the exhaust system and have new Mag wheels fitted. Colonel FM 11 and I agreed that we would use the R40 000 to cover some of these costs and the balance I would use for the renovations at my house.
235. Whilst this whole process was going on, I had also started renovations at my house as my wife was going to resign from her job to start a catering company which she was going to run from home. One afternoon, whilst we were travelling home, General Lazarus asked me how the renovations were progressing and whether I had enough money. I told General Lazarus that I was going to use the money from the sale of the Golf R32 to sort out the renovations. My exact words to General Lazarus were "I jacked up the price of the 32 by 40", meaning that I inflated the price of the Golf R32 by R40 000.00. When I told General Lazarus this he was not angry or upset, nor did he reprimand me in anyway. In fact he nodded his head, which indicated to me that he was fine with what I had just told him.
236. At a later stage Colonel FM 11 and I went to Durban and met Lalu at a shopping centre, whose name I can't recall. When we arrived at the shopping centre I sat in the car and told Colonel FM 11 to go ahead and to meet with



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Lalu. On his return to the car, Colonel FM 11 handed me a money bag, and said "it's sorted". I didn't open or count the money and I told Colonel Veerasamy that he must keep the money as he still had to settle the outstanding modifications done to the car by Lalu.

237. After reconciling what Colonel FM 11 needed to pay with regards to the vehicle and the money from the claims, Colonel FM 11 informed me that he had R25 000.00 left over from the R40 000 that he had collected from Lalu in Durban. Colonel FM 11 told me that his washing machine had 'packed up', and that he needed to buy another. I told him to take R5 000 and the balance of R20 000 Colonel FM 11 handed to me, which I used for the renovations to my house.

238. I must also emphasise that it is not normal office practice to purchase second hand vehicles from private individuals.

N. PURCHASING OF AIRLINE TICKETS

239. I was responsible for various flights undertaken by the Mdluli family. The flights were booked and paid for from the SSA.

240. I cannot recall exactly how many flights I booked as I currently do not have insight in the actual records. What I can remember is that I made several bookings for Ms T Lyons as well as EK Lyons and General Mdluli's two children to fly up to Gauteng for a vacation. I also made bookings for General Mdluli to fly to Cape Town. General Mdluli used to fly from Gauteng to Cape Town almost every weekend to visit his family. All of these flights were funded from the SSA.

241. At first the bookings were made by me directly with the airline. However, due to the frequent flights taken by General Mdluli to Cape Town, I started making the bookings through Mahesh (telephonically). Mahesh is the contact of Colonel FM 08 who works for Westville Travel Agency ("WTA") in Kwa-Zulu Natal. To make a booking I phoned Mahesh and he would then make the arrangements. This was normally on the verbal instructions of General Mdluli, via General

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Lazarus and I did not fill out any paperwork regarding the bookings. Company X paid WTA from the SSA.

242. Although, initially only General Mdluli would fly at the expense of the SSA, later other CI members flew using this account with WTA. I even travelled using this account and I know that others including General Lazarus, Colonel FM09 and, I heard, Mr Marimuthu.
243. The CI members who utilised this account with WTA were those close to General Lazarus and this was often for private purposes, or when they wished to conceal their destinations.
244. I have already dealt with the plans to destroy the WTA records at General Lazarus' residence, after he and Colonel FM10, Colonel FM09 and Colonel FM08 had become aware that I had been interrogated by Colonel Roelofse.

O. OTHER CLAIMS

245. Other irregular claims and payments made from the SSA, are described as follows:

Renovations to private residences

246. I know of the following renovations that were carried out with SSA money on instruction of General Lazarus.
247. General Nchwe had a burglary at her house situated in Essex World so we did a security upgrade at her home by installing an electric fence, security beams and an alarm system. I personally put in a claim of approximately R40 000.00 which was paid from the SSA.
248. General Mdluli's house at Dawn Park in Vosloorus also had a security overhaul by installing electric fencing, security beams and an alarm system. New electronic gates, cameras and burglar bars were also purchased. This was paid out of the SSA, and I personally put in the two claims totalling ± R200 000.00.

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249. The burglar bars at General Mdluli's house were made up, or sourced by an individual known to me as "Aboo" and an invoice was submitted in the name of Akbro Steel and Hardware in the amount of R41 330.00 for these services. A copy of the motivation for this expense is attached as **Annexure "DGN 12."** I have not attached the invoice as it refers to Company X. The other security upgrading at General Mdluli's premises were carried out by a person known to me as 'Dino' and the invoice submitted for these services was in the region of R150 000.00.

FM46

250. I was informed by the Agent in the Durban office, whose name I do not wish to disclose, that he had received an instruction from either Colonel FM09 or General Lazarus that air conditioners which needed to be installed at General Bheki Cele's house in Umhlanga Rocks. I do not know if the air conditioners were in fact eventually installed, or not.

251. Approximately R200 000.00 was used from the SSA for the building of a fence or wall at the private residence of the then Minister of Police, Minister Nathi Mthethwa. General Lazarus informed me that he had received an instruction from General Mdluli, who had received an instruction from Minister Mthethwa, for arrangements to be made for the erection of a boundary wall on the perimeter of his private residence at Kwa Mbonambi in Kwa Zulu Natal.

251.1. General Lazarus approved a trip for myself, and if I recall correctly Colonel FM09, to travel to Minister Mthethwa's property to meet with the Agent, who was to oversee the project. We flew to Durban and thereafter drove to Kwa Mbonambi where I pointed out the Ministers' house to the Agent. I have previously driven General Mdluli from Durban International to Kwa Mbonambi to attend a meeting with the Minister at his house, so I was aware of where the house was situated;

251.2. It was either on this occasion, or on the second occasion that General Lazarus accompanied us to the Ministers house. After the initial visit to the Ministers house, a few months passed and I remember having a

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conversation with General Mdluli where he informed me that the Minister had complained to him that the project was taking too long. If I recall correctly it was on this occasion when Colonel fMO9 , General Lazarus and I flew down to Durban and drove to the Minister's residence at Kwa Mbonambi where we met with the Agent at the premises. It was clear from our observations that the Minister was correct in his assertions, as apart from a few trenches having been dug, noting more had been done on the project; and

- 251.3. General Lazarus put pressure on the Agent to expedite the project. The arrangement was that I would either take advances or, when the Agent would send me the receipts, I would put the claim in and send the money to reimburse the Agent. I recall having submitted 2 or 3 claims totalling almost R200 000.00 for the construction of the wall. Nevertheless, the money was paid from the SSA account.
252. As far as I am concerned, an application to build the wall should have been processed through the Department of Public Works and if granted, payment for the construction would have been effected through the department and should not have come out of the SSA. I have been interviewed by officials from the Auditor General South Africa ("AGSA") regarding this issue.

Miscellaneous

253. The Agent referred to above, whose name I do not wish to disclose (a relative of Colonel fMO9), undertook the preparations and costs of Mr Marimutu's birthday party. He complained to me that the demands for the party from Mr Marimuthu were increasing and the bill was escalating.
254. Knowing how the 'system' worked, it is unlikely the Agent would have paid for the function from his own pocket, and I assume that the cost was ultimately covered through the SSA by the submission of false claims and he would have been reimbursed.



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255. Lieutenant Colonel FM 40 told me that Mr Marimuthu paid for the honeymoon of Colonel FM 08 who was Mr Marimuthu handler, and that Colonel FM 02 had used Mr Marimuthu's Bentley for his wedding.
256. Colonel FM 08 also told me that Colonel FM 10 was driving 3 SR vehicles, namely a Subaru, Audi S3 and a Range Rover. His wife used the Range Rover as if it was her own vehicle.
257. Colonel FM 08 also informed me that Colonel FM 10 had an outstanding advance for R200 000.00, which had purportedly been taken for a project by General Cele at a school in the Midlands in Kwa-Zulu Natal. The problem arose when CI was attempting to reconcile the claim as they could not record what the funds had been utilised for.
258. General Lazarus informed me that General Cele allowed him to use money from the SSA to pay for his attorney's fees when the Hawks started investigating him. At that stage General Mdluli had been suspended.

P. SSA MONIES FOR MY BENEFIT

259. During my tenure at CI I have also submitted false claims for my own benefit. General Lazarus was aware of some of these false claims and did not have a problem with it.
260. Although I cannot recall all of the false claims that I submitted, I can recall the following;
- 260.1. I submitted a number of false claims indicating the replacement of windscreens at New World Motors, where I obtained a receipt from New World Motors, although the services were not rendered; and
- 260.2. I submitted false receipts from Masons Furniture for furniture not purchased.



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261. Although there are many more, I will only be able to identify these ones once I have had sight of the claim documentation. The false claims submitted by me are likely to be in excess of R100 000.00.

Q. INVESTIGATION CONDUCTED BY DPCI

262. In 2011, I became aware that the Directorate for Priority Crime Investigation ("DPCI") were busy conducting a criminal investigation into the activities of General Mdluli and Colonel Barnard.
263. General Mdluli was arrested around March 2011 and I was subsequently approached by members attached to the Asset Forfeiture Unit to submit an affidavit regarding a state vehicle driven by Theresa Lyons, the current wife of General Mdluli. After getting the consent of General Lazarus to provide the requested affidavit, I did so and explained how it was that the 4 vehicles utilised by General Mdluli's family in Cape Town had been registered under my name, as explained above.
264. I was again approached to submit a further affidavit in which I was requested to indicate who instructed me to reregister the vehicles in question in Ms Lyons' name. I again reverted to General Lazarus who said that he will take the matter up with National Commissioner, General Cele, and that I must not submit a further affidavit. General Lazarus called General Cele in my presence regarding this matter.
265. I was approached by Major General Hankel ("General Hankel") of CI to provide the Agent files pertaining to General Mdluli's family. I obtained the requested files which I was required to explain to Colonel Kobus Roelofse.
266. Hereafter, on 18 October 2011 at 10h00 I was interviewed by Colonel Roelofse and Colonel Viljoen at DPCI Head Office at Silverton in Pretoria.
267. After this interview General Lazarus asked me exactly what I had told the investigators and also what they wanted to know. I gave General Lazarus a

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watered down version of my discussions with Colonel Roelofse as I had answered all questions put to me, truthfully, and knew that General Lazarus would not have been very happy about this.

268. On 19 October 2011, I again met with the Hawks investigators, and decided to come clean and I decided to cooperate fully with the investigation. and told them everything that I knew about the criminality of members of CI, myself included.
269. After the interview General Lazarus again asked me what had transpired and I again gave him a watered down version of events.

Intimidation by Crime Intelligence Members

270. On Thursday 20 October 2011, I decided to confide in Colonel Barnard and told him that the investigators had a lot of information, and that I had confirmed some of the information when I was confronted with it. I also informed Colonel Barnard that I told the investigators that I had benefited to the value of approximately R100 000.00 by submitting false claims. Colonel FM 00 was present when I told him this. Colonel Barnard said that he was worried about me and that I must take care of myself. I had the impression that Colonel Barnard was genuinely concerned about my wellbeing when I left them and went home.
271. That same evening between 18H00 and 19H00 my wife and I went for a walk, accompanied by my youngest son on his bicycle. My eldest son was at home asleep. As I approached my house I saw a colleague of mine, Colonel FM 08 scaling the gate, exiting my property. My youngest son, who at that stage was very near to my house, told me afterwards that Colonel FM 08 wanted to know where I was, and he told Colonel FM 08 that I was on my way.
272. I saw Colonel FM 08 get into his car and he drove towards me. When he stopped next to me, I saw General Lazarus and Colonel FM 09 also in the car. General Lazarus told me that it was very difficult to get hold of me and that he was looking for me and he told me to get into the car. I then gave the house keys to my wife and she continued on home, whilst I got into the vehicle with them.

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273. Whilst we were driving, General Lazarus asked me how I was and I informed him that I was fine. He repeated the question and I again replied that I was fine. General Lazarus then asked, "You don't want to tell me anything?", and I said that I did not. General Lazarus then said that he heard that I had made some admissions to the Hawks. I said that he got it wrong and General Lazarus then asked, "Then why is Colonel Barnard saying that you are admitting to putting in false claims to the value of R100 000.00?" I admitted to him that I had spoken to Colonel Barnard and Colonel FM09, but denied that I had told Colonel Barnard that I had admitted to putting in any false claims. General Lazarus then told me that he had spoken to Pastor Jonathan (an associate of Mr Marimuthu) and that this whole thing would be over very soon, so I had to be strong. By this, I understood him to have referred to the investigation.
274. By this stage we had circled the block and arrived back at my house and Colonel FM08 drove into my drive-way and up to the front gate. Before I could get out of the car, General Lazarus told him to reverse and to carry on driving and from there, we went to General Lazarus' house at Isandovale in Edenvale. As we all got out of the car, Colonel FM10 also arrived at General Lazarus' house and we all went to the braai area adjacent to his house.
275. Colonel FM10 said that his contact at the Hawks had informed him that I had admitted to certain things, and that I was now on the Hawks side. I again denied what was being said and I started to feel uncomfortable as all these questions were now being directed at me, but I kept calm.
276. Hereafter, the Westville Travel air tickets was discussed and Colonel FM08 said that General Hankel had requested certain documentation from him regarding the air tickets. Colonel FM10 said that Colonel FM08 must speak to his contact, who I know to be Mahesh, and that they must destroy the evidence of the air tickets. Colonel FM08 said that he would speak to Mahesh to get rid of the evidence. Everyone present was in agreement with this suggestion.

Handwritten signature and initials, possibly "TA".

277. Colonel F1M08 said that Mahesh worked off a laptop and that he would speak to him to ensure that the laptop was either destroyed or damaged, so that the evidence would be lost. This was apparently not done in time, as I was later informed that the investigators managed to obtain certain records from Mahesh, prior to them being destroyed.
278. After the conversation about the destruction of evidence relating to the air tickets and travel, Colonel F1M09 asked General Lazarus if he should 'spin a story'? General Lazarus did not say anything, but nodded his head.
279. Colonel F1M09 suggested that he, Colonel F1M08 and I go for a drink. I agreed as by this stage I was extremely stressed. We then went for drinks at the bar at the Holiday Inn opposite OR Tambo International Airport.
280. During the time that we spent there, Colonel F1M09 showed me a text message, or a Black Berry Message ("BBM"), on his phone. I do not recall the actual content, but Colonel F1M09 told me that we must stay away from the Hawks and that General Dramat (who was the National Head of the Hawks) and General Sibiya (who was the Provincial Head of the Hawks in Gauteng) who were investigating General Mduli, were going to be arrested.
281. On Friday 21 October 2011, the morning after the discussion at General Lazarus' house, I called Colonel Roelofse and told him that I needed to see him urgently as I wanted to tell him what had transpired during the previous evening. I told him to come to my house. Whilst waiting for Colonel Roelofse, Colonel F1M10 arrived at my house and informed me that "the General" (General Lazarus) wanted to see me. I tried to get out of it but he insisted that I must go with him so I told him that I would follow him in my Navara bakkie to General Lazarus' office.
282. I parked the bakkie in the basement of the building and walked up to the reception. When I got to the reception, I noticed Colonel F1M07 and Colonel FM40 standing outside with Colonel F1M10. When I got outside, I also saw Colonel Barnard and Colonel Johan Furstenburgh speaking to each other. I then realized that I was



going to be questioned again. I asked Colonel FM40 why 'Barries' (Colonel Barnard) couldn't keep his mouth shut, but Colonel FM40 did not reply.

283. Colonel FM40 told me that General Lazarus was not there as he had gone to the Inspector General and that they were waiting for him to return. I realized that I had to get out of the situation and deliberately became emotional and started swearing at them. I told them I had been interrogated by the Hawks and now I was also being interrogated by my colleagues and could not take it. This was all part of my plan to get away from them. I immediately began walking towards my bakkie in order to get away. Colonel FM07 followed me and I heard him say I must hold on as they just wanted to clear the situation. I continued to my bakkie and as I passed the door leading into the basement I kicked the door and I got into the bakkie and drove off.
284. I went home and during that same morning, Colonel FM09 came to my house looking for me, but my wife told him that I was stressed and was asleep, and thereafter he left.
285. At this stage I was scared and felt that my family and I were in danger. I contacted Colonel Roelofse and arranged to meet him at Romans Pizza in Edenvale. Because I was worried that CI may have been watching my house, I asked my wife to drive me there in her car whilst I concealed myself on the floor behind the front seat. I asked my wife to keep checking in the rear view mirror to see if we were being followed. When I was satisfied that we were not being followed, I asked her to drop me off at a shop across the way from Romans Pizza, so that I could be absolutely sure that I was not being followed, before I went to meet Colonel Roelofse. Once satisfied, I went to Romans Pizza and met Colonel Roelofse who was with Colonel Viljoen. I informed them what had happened to me the night before and during that morning. Colonel Roelofse asked me if I could meet him at the Hawks offices that Friday evening.
286. That Friday evening, I again used my wife's car to travel to the Hawks offices in Silverton as I was concerned I may be followed when going to meet Colonel

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Roelofse. General Hankel, who had been briefed by Colonel Roelfse about my situation, was also present. General Hankel believed that my life was in danger, and suggested that I go into the WPP, to which I agreed. I telephoned my wife and told her to pack a bag for us and the children as we needed to leave.

287. I went home, accompanied by a tactical team of the SAP which had been arranged, to fetch my family. We were taken back to Pretoria by the tactical team and were subsequently placed in the WPP.

R. THE ROLE OF THE PRESS

288. On Sunday 23 October 2011, I bought the Sunday Times newspaper and I saw that the front page article was about 'renditions' and the names of Generals Dramat and Sibiya were mentioned. After I read the article, I knew what Colonel FM09 had said about '*spinning a story*' at General Lazarus' house, and the text message that he had shown me at the bar that Generals Dramat and Sibiya would be arrested, was true, and that he must have had a hand in the publishing of this article.

289. I knew of other instances where reporters had been paid by CI to publish or not to publish articles in the newspaper. I recall that:

289.1. Between late 2009 and early 2010, General Mdluli asked for R25 000.00 as he needed to pay a journalist who had information about CI. I do not know what the information was, but General Mdluli needed the money to pay the journalist to get the information and ensure that the article was not printed;

289.2. The cash was obtained via an advance put in by Colonel FM08 and approved by General Lazarus. The R25 000.00 was given to me by Colonel FM08 and I handed the money to General Mdluli in an envelope. I am not sure what General Mdluli did with the cash or how Colonel FM08 reconciled the advance; and



289.3. I also know of a female journalist by the name of Ranjeni Munsamy (**Ms Munsamy**), who is a former Sunday Times reporter and Daily Maverick reporter, who benefitted from being paid from the SSA. She is a confidant of ex-CI Head, General Mulangi Mphego (AKA Marshall). There was a claim put in to repair Ms Munsamy's silver BMW 3.30CI convertible to the tune of R40 000.00. New tyres were fitted to the vehicle, the radio was repaired and the vehicle was serviced. To cover the expenses, Colonel Barnard put in a claim under the name of New World Motors. I know that the vehicle belongs to Ms Munsamy as I would personally pick up the vehicle from her and deliver it back to her once the repairs had been carried out. This happened on three or four occasions.

S. THE EVENTS SUBSEQUENT TO MY BEING PLACED IN WPP

290. On 25 October 2011, I deposed to an affidavit prepared by Colonel Viljoen giving an overview of the criminal activities of members of CI, including myself. I annex a copy of this affidavit hereto, marked **Annexure "DGN 13."** As is apparent from that affidavit, I deposed to this affidavit not having been threatened or promised any deal by the investigation team. I did, however, say that I would like to be treated as a Section 204 witness, if possible.
291. Hereafter, I had discussions with and subsequently submitted affidavits to Colonel Kobus Roelofse, Colonel Peter Viljoen, Captain Kenneth Speed (**"Captain Speed"**) and Warrant Officer Mark Mclean (**"Warrant Officer Mclean"**) providing further detail. All in all, I deposed to 10 affidavits. This notwithstanding, I have not been called to testify in any criminal proceedings against those implicated by me.
292. The delay in the criminal proceedings has meant that I and my family have had to remain in witness protection. When I was first placed in the WPP I thought that it would be for few days. Indeed, we only packed a small overnight bag, leaving all



our personal belongings behind. In a space of 3 months, we were moved to different locations a total of 7 times.

293. After we eventually settled, my eldest son, who was then a teenager, battled to adapt and integrate himself into the new life foisted upon him and having to leave all of his friends behind, who he was not allowed to contact.
294. Being in the WPP has affected my and my family's life greatly and has prevented us from leading a normal life. It has impacted greatly on our social lives, and I am also unable to make any plans for my family as we do not know what is going to happen in the future.
295. As I have said, we have now been in the WPP for a period of 7 years where we will have to remain until the criminal proceedings against those implicated by me, are finally proceeded with, and concluded. This has left me and my family in a period of limbo with no control as to when we can return to a normal life.
296. During March 2013 I testified in the disciplinary proceedings brought by the SAPS against General Lazarus, which was one of the hardest things that I have ever had to do. At the commencement of the proceedings General Lazarus was seated two seats away from me. The following day he changed position to sit almost next to me. I can only assume that this was done to intimidate me. It will be similarly extremely difficult for me to testify at the Commission, but I believe that it is something I have to do.

T. CONCLUSION

297. In retrospect, I realise that most of us implicated in fraud and corruption at CI were designedly brought into the web of corruption by General Lazarus, who knew that should he ensure that we all benefitted, we would be indebted to him and unlikely to expose him. I verily believe that this was also the case with General Mdluli, who, although I believe was tasked with dealing with the allegations of corruption against General Lazarus at CI, was himself corrupted, when General Lazarus arranged for the payment of overseas trips for his wife and his girlfriend from the



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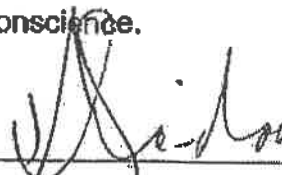
SSA, from which point on, he became party to the endemic fraud and corruption at CI.

298. Similarly, I believe that Minister Mthethwa (who received a luxury vehicle and a boundary wall), General Cele (who I believe received cash), General Lalla (who received cash and the rental of his flat as a safe house), General Mphego (who I believe received cash) as well as General Nchwe (who received a luxury vehicle, an i- pad and security upgrades to her private home) were captured in order to ensure that no investigations were carried out at CI and that the wholesale looting of funds from the SSA could continue unabated.

I know and understand the contents of this declaration.

I have no objection to taking the prescribed oath.

I consider the prescribed oath to be binding on my conscience.

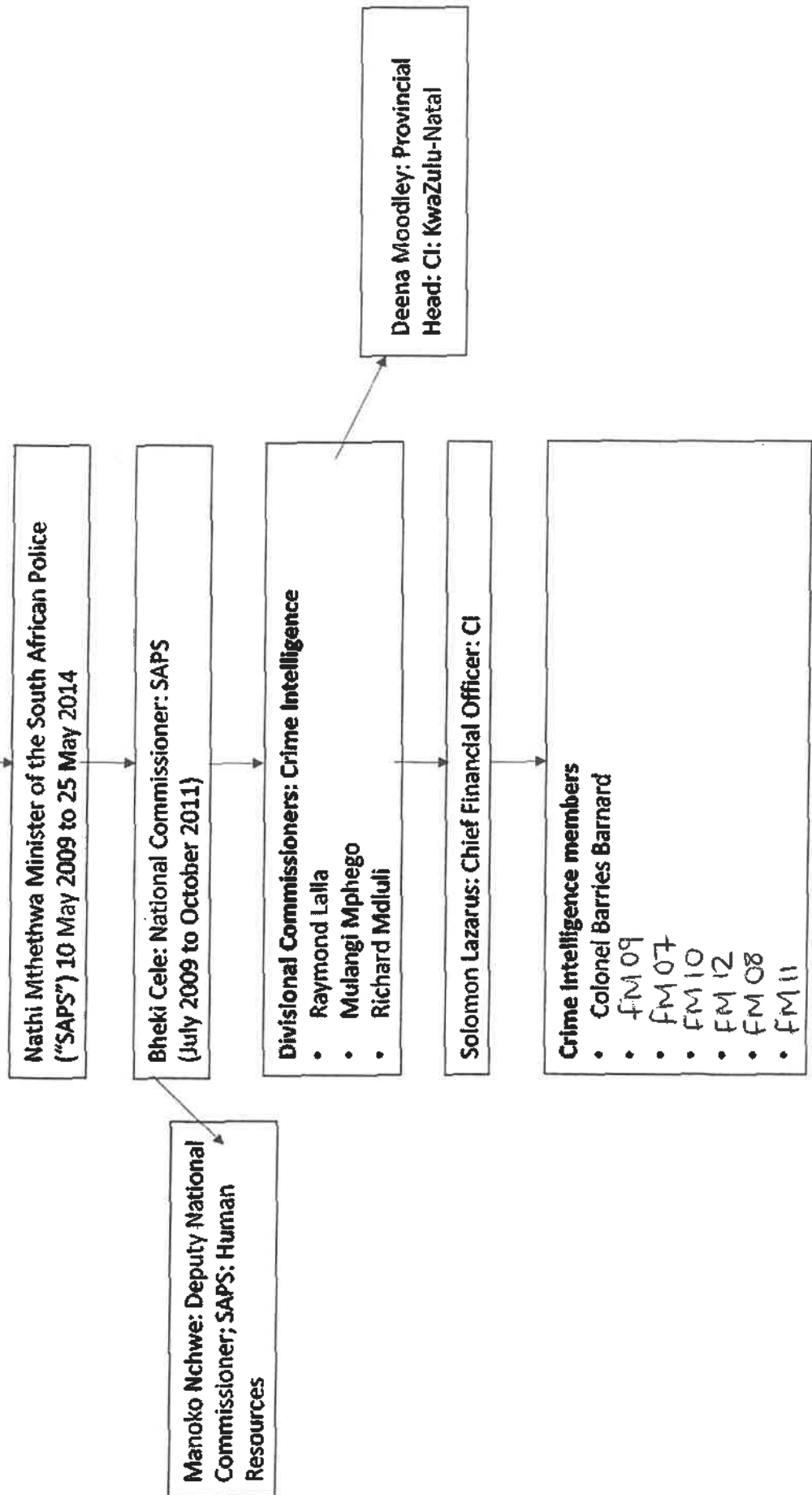


DHANAJAYA GANGULU NAIDOO

I certify that the deponent has acknowledged that he knows and understands the contents of this statement. This statement was sworn to before me and the deponent's signature was placed thereon in my presence

ANNEXURE DGN 1.”

ORGANOGRAM OF THE CHAIN OF COMMAND



ANNEXURE DGN 2.”

Travelport ViewTrip
Electronic Ticket Receipt

Passenger Name: **MDEULT, RICHARD MR** Billing Address: **No Address On Record** Delivery Address: **No Address On Record**

Agency Information
 FLIGHT CENTER MENLON
 Cap Attentury And Merlon Drive Marico
 Pretoria TBA
 SOUTH AFRICA
 Agency IATA Number: 96038982

Ticket Receipt: 180367478310 - CX 748 - 8 Nov 2009 - JNB Today's Date: 3 Nov 2009

Ticket Number: 180367478310 Galleo Reservation Number: VLPYKW Ticket Issue Date: 3 Nov 2009

Flight Information
 6 Nov 2009
 Cathay Pacific Airways (CX) 748 Business (J) Cathay Pacific Airways Confirmation Number: L528G
 Depart: O R Tambo International Apt (JNB) 12:45 Baggage: 30 Kilo
 Terminal A Johannesburg Fare Basis:
 Arrive: Hong Kong Intl (HKG) Terminal 1 07:00 Not Valid After: 8 May
 7 Nov 2009 Status: Confirmed

7 Nov 2009
 Hong Kong Dragon Airlines (KA) 818 Business Class Discounted (J)
 Depart: Hong Kong Intl (HKG) Terminal 1 08:00 Baggage: 30 Kilo
 Arrive: Nanjing Apt (NKG) 18:00 Fare Basis:
 Not Valid After: 8 May
 Status: Confirmed

14 Nov 2009
 Hong Kong Dragon Airlines (KA) 818 Business (D)
 Depart: Nanjing Apt (NKG) 14:10 Baggage: 30 Kilo
 Arrive: Hong Kong Intl (HKG) Terminal 1 08:45 Fare Basis:
 Not Valid After: 8 May
 Status: Confirmed

14 Nov 2009
 Cathay Pacific Airways (CX) 748 Business (D) Cathay Pacific Airways Confirmation Number: L528G
 Depart: Hong Kong Intl (HKG) Terminal 1 23:45 Baggage: 30 Kilo
 Arrive: O R Tambo International Apt (JNB) 06:35 Fare Basis:
 Terminal A Johannesburg 18 Nov 2009 Not Valid After: 8 May
 Status: Confirmed

Fare Information
 Fare Calculation: JNB CX HKG KA NKG OR 25 2345 09 CX HKG CX JNB OR 2345 09 (664326) Form of Payment: Cash
 ENDORSE: 0017 57/09 XT 150W09A0170000
 Fare: ZAR 30000
 Taxes/Fees/Charges: ZAR 153 00 EA
 ZAR 11 00 EV
 ZAR 1034 00 XT
 Total: ZAR 31687
 Endorsement Information:
 N/NEND/NR/RER/DN/REP/DTE/CHG/POG
 NOSHGW/PENALTY APPLIES/SDT

IMPORTANT INFORMATION FOR TRAVELLERS WITH ELECTRONIC TICKETS: PLEASE READ
 Carriage and other services provided by the carrier are subject to conditions of carriage which are hereby incorporated by reference.
 These conditions may be obtained from the issuing carrier.

Travelport ViewTrip
Electronic Ticket Receipt

Passenger Name: MDLULI, YUSIWANEMRS Billing Address: No Address On Record Delivery Address: No Address On Record

Agency Information:
 TRAVEL CENTRE MENLON
 501 Aberdeen Road, Menlton, Cape Town
 Pretoria, 785
 SOUTH AFRICA
 Agency IATA Number: 96038902

1 Ticket Receipt: 1603624761912 - CX 748 - 6 Nov 2009 - JNE Today's Date: 3 Nov 2009

2 Ticket Number: 1603674281312 Global Reservation Number: YLPYKWE Ticket Issue Date: 3 Nov 2009

Flight Information:
 6 Nov 2009
 Cathay Pacific Airways (CX) 748 Business (B) Cathay Pacific Airways Confirmation Number: L5268
 Depart: Q/B Tanga International Airport (TNG) 12:35 Baggage: 30 Kilos
 Terminal A Johannesburg Fare Basis: Not Valid After: 7 May
 Arrive: Hong Kong Intl (HKG) Terminal 1 07:00
 Status: Confirmed

7 Nov 2009
 Hong Kong Dragon Airlines (KA) 810 Business Class Discounted (B)
 Depart: Hong Kong Intl (HKG) Terminal 1 06:45 Baggage: 30 Kilos
 Arrive: Nanning Apt (NKG) 08:10 Fare Basis: Not Valid After: 6 May
 Status: Confirmed

14 Nov 2009
 Hong Kong Dragon Airlines (KA) 811 Business (D)
 Depart: Nanning Apt (NKG) 08:10 Baggage: 30 Kilos
 Arrive: Hong Kong Intl (HKG) Terminal 1 08:45 Fare Basis: Not Valid After: 6 May
 Status: Confirmed

14 Nov 2009
 Cathay Pacific Airways (CX) 749 Business (D) Cathay Pacific Airways Confirmation Number: L526G
 Depart: Hong Kong Intl (HKG) Terminal 1 06:45 Baggage: 30 Kilos
 Arrive: Q/B Tanga International Airport (TNG) Terminal A Johannesburg 13 Nov 2009 Fare Basis: Not Valid After: 6 May
 Status: Confirmed

Fare Information:
 Fare Calculation: JNB CX NNG KA NKG CX 25 235 CX KA HKG CX JNB Q/B 748 79 810 811 810 811
 34END ROE7 07/09 30 180MCA9 CNT80YR Form of Payment: Cash
 Fare: 2500
 Taxes/ Fees/ Charges: CAN 158.00 ZF
 ZAR 1.00 ZY
 ZAR 109.00 XT
 Total: 2868.00
 End of ticket information.
 NNEND>NNEN>NNREFOFE CND FOR
 NOSHOW PENALTY APPROBES780Y

IMPORTANT INFORMATION FOR TRAVELLERS WITH ELECTRONIC TICKETS - PLEASE READ
 Carriage and other services provided by the carrier are subject to conditions of carriage, which are hereby incorporated by reference.
 These conditions may be obtained from the issuing carrier.

[Handwritten signatures and stamps]

FLIGHT CENTRE *Unbeatable*

BOOKING FORM

Passenger details as per passport

Title	First Name	Surname	ID/Passport Number	Nationality
MR	RICHARD	NAGBIE	M DL 411	S A
MS	VUSIWANE	LILLY	M DL 411	S A

It is the responsibility of the customer to check passports are valid for at least 6 months after your return as stated in your itinerary. The name on the ticket must match the name on the passport. Any changes that incur costs will be the responsibility of the customer. Please note that some countries require a machine-readable passport. It is the responsibility of the customer to check this.

Postal Address: _____

Tel Home: _____ Work: _____

Cell: _____ Fax: _____

Destination: _____ Stopovers: _____ Transit: _____

Visas are required for entry into many countries. It is the responsibility of the customer to check with the consulate of each country to be visited what their visa requirements are, including stopovers and transit. Flight Centre will not accept responsibility for visas or refusal of entry into any country, but will gladly assist with applications where possible, in reasonable time. Most countries do not accept temporary passports. It is the responsibility of the customer to check with the relevant embassy.

Visas: Visa required Visa not required

Would you like Flight Centre to assist in attending your visa? YES NO

Travel Insurance: Insurance required Insurance Declined

Travel insurance is essential for all overseas destinations. Flight Centre accepts no liability for any claims made. This includes medical costs, accident and cancellation penalties.

Would you like to be contacted in future for special offers? YES NO

Payment: EFT Cash Cheque Credit Card _____

Credit Card Number: _____ Exp. Date: _____

Type of card: _____ See Page _____

Amount: _____ Name of cardholder: _____

Your ticket is: E-ticket (your itinerary with attached e-ticket label, is required with appropriate ID to the relevant airline check-in counter. Please note: No paper ticket will be issued).

Please note: Prices are subject to change until paid in full.
I have read, understood and familiarised myself with the content of the terms and conditions on the overleaf of this form.

Signature: _____ Date: 2009-11-23





TA

ANNEXURE DGN 3.”

I, D5457104 Inspector [redacted] with identity number [redacted] residing at 41 Marie Lane Road, attached to the Division Crime Intelligence, Component Secret Service Account, Sub-Component Facility Management under the direct command of Supt. Supt. J. W. Rolobole hereby states:

On 2009-11-03, I was called into the office of Asst. Comm. Lazarus (Secret Service Account). He informed me that there was an envelope on his table and that I must take the said envelope and I must keep it with me and that he will see me a little later to discuss the said envelope as he was still in a meeting with Supt. Supt. Henric. I was excused and was later called by Asst. Comm. Lazarus to discuss the contents of the envelope. Supt. Supt. Barnard was also there in the meeting when I was recalled by Comm. Lazarus. They informed me that there was R50 000 (fifty thousand rand) in the envelope. They said that it was a loan that they had secured from Mr. Jan Venter for the Divisional Commissioner Crime Intelligence (Comm. Mdlali). The money was to be utilized to pay for 2 tickets for Comm. Mdlali's wife who was accompanying him on a trip to China (Nanjing). A loan agreement between the two parties (Comm. Mdlali and Mr. Venter) was to be drawn up. No such agreement was shown to me. I was then instructed by Asst. Comm. Lazarus to take an advance of R50 000 (fifty thousand rand) from the Secret Service Account. The advance form was recommended by Supt. Supt. Rolobole and approved by Supt. Supt. Barnard. I managed to get the funds from the advance office and informed Asst. Comm. Lazarus that I have the funds with me. He then instructed me to make the booking for the Commissioner and his wife (Mdlali). I then proceeded to Mendlin Shopping Centre with the R100 000 (one hundred thousand rand) in my bag to Flight Centre where I made the bookings and paid for the tickets for the Commissioner and his wife (Mdlali). Both tickets amounted to R36 152.00 which was paid in cash from the R100 000 that I had with me. I dealt with a white female, Loryda Erasmus at Flight Centre. Once I had all the relevant documentation with me, I returned to the office of Asst. Comm. Lazarus. I informed him that the tickets were booked and paid for, and handed him all the documentation. I enquired from him about what should I do with the remaining cash from the R100 000 as the tickets only amounted to R36 152.00. He informed me that I must keep the money with me until further notice. This is all I can say.

2009-11-04



TA

agreement was shown to me. I was instructed
 by Asst. Loan Snyans to take an advance of
 \$50000 (fifty thousand ^{thousand} rands) from the Secret
 Service Account. The advance form was recommended
 by Sr Lt Kolohle and approved by Sr Lt
 Barrow. I managed to get the funds from the
 advance office and informed Asst. Loan Snyans that
 I have the funds with me. He informed then
 instructed me to make the bookings for the
 loan and his wife (Ndleli). I then proceeded
 to Menlyn Shopping Centre to make the
 with the \$100000 (one hundred thousand rands)
 in my bag to Flight Centre where I made the
 bookings and paid for the tickets for the
 loan and his wife (Ndleli). Both tickets amount to
 \$86152.00 which was paid in cash from
 the \$100000 that I had with me. That I
 dealt with a white female, Sonya
 Erasmus at Flight Centre. Once I had all
 the relevant documentation with me, I returned
 to the office of Asst. Loan Snyans. I
 informed him that the tickets were booked
 and paid for and handed him all the
 documentation. I enquired from him about the
 remaining cash from the \$100000 as the
 tickets only amount to \$86152. He informed
 me that I must keep the money with me
 until further notice.
 This is all I can say.

2009-1-08

David

SEARCHED
 SERIALIZED
 INDEXED
 FILED
 JAN 10 2009
 PORT KAITUMA
 SOUTH AFRICA
 FA

I, 0545110, Inspector V. C. Naidu, with identity number [redacted], residing at [redacted], which to the Director, Home Intelligence, Sub Component, Secret Service Account, Sub Component, Security Management under the direct command of Sr Supt T.W. Kolshale hereby states



On 2007-11-03, I was called into the office of Sr Supt. Loan Sagarus (Secret Service Account) Sub Component. He informed me that there was an envelope on his table and that I must take the said envelope and I must keep it with me and that he will see me ^{in office} later to discuss the said envelope as he was still in a meeting with Sr Supt. Heine. I was excused and was later called by Sr Supt. Loan Sagarus to discuss the contents of the envelope. Sr Supt. Barnard was also there in the meeting when I was called by Sr Supt. Sagarus. They informed me that there was Rs 50000 (fifty thousand rupees) in the envelope. They said that it was a loan that they had secured from Mr. Jagan Venker for the Director, Home Intelligence (Sr Supt. Madhuk). The money was to be utilized to pay for a ticket for Sr Supt. Madhuk's wife who was accompanying him on a trip to Chennai (paying the loan amount between the two parties (Sr Supt. Madhuk and Mr. Venker) was to be drawn up. I have never seen any such agreement.

[Handwritten signatures and stamps at the bottom right corner, including a circular stamp with the number 100 and the letters TA.]

ANNEXURE DGN 4.”



Handwritten text, likely a receipt or order form, including fields for date, time, and amount. The text is mostly illegible due to the heavy noise and grain of the scan.

Thank you for shopping at MUJI
Please keep this receipt for
proof of purchase and for
any returns or exchanges at
our retail stores only.
See us at MUJI to GO.

Handwritten signature or initials in the bottom right corner.

10200011040

10200011040

10200011040

10200011040

中華民國九十一年十一月三十日

日期: 2002/11/30 14:00

日期: 2002/11/30 14:00

金額: 10000.00

金額: 10000.00

金額: 10000.00

金額: 10000.00

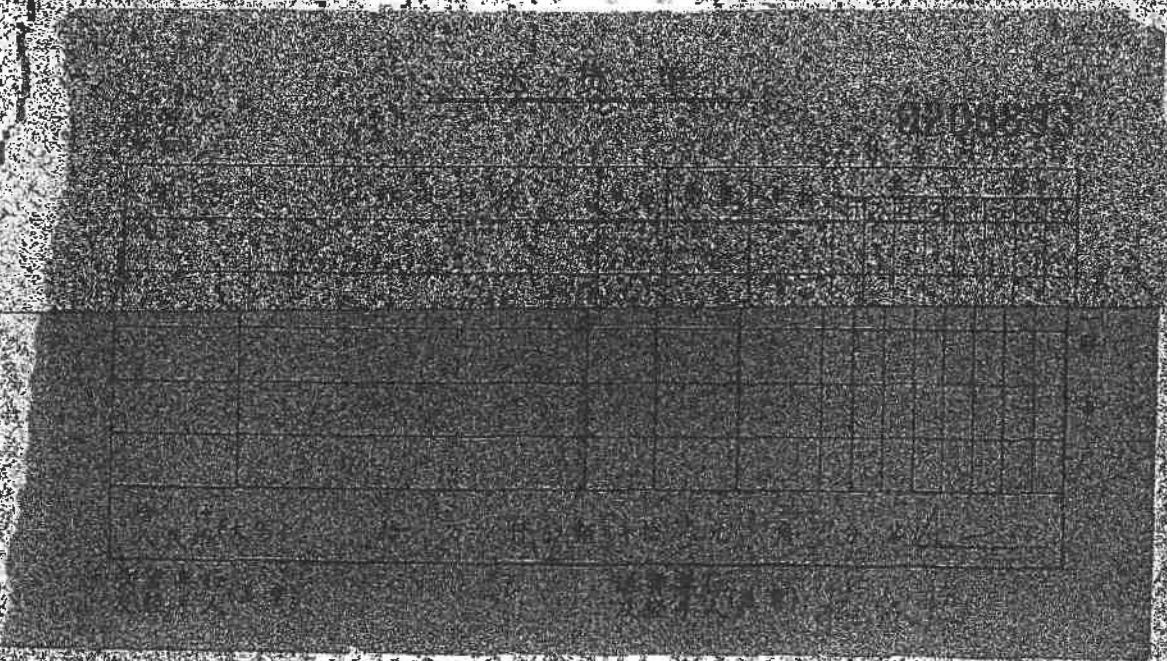
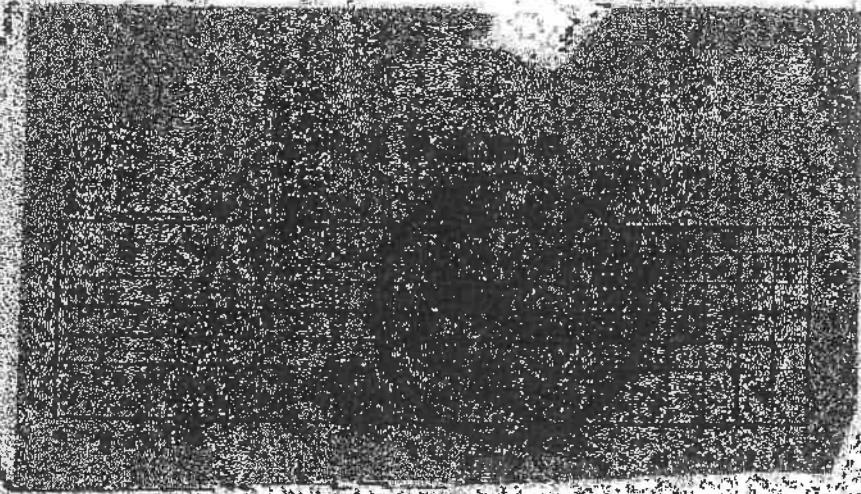
金額: 10000.00

金額: 10000.00

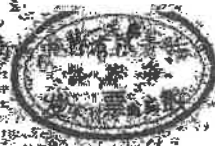
金額: 10000.00

金額: 10000.00

Handwritten signatures and initials at the bottom right corner.



BRB
TA



132000911243

132000911243

No. 22501164

No. 44829179

時間: 2009/11/13 12:00

時間: 2009/11/13 12:00

177234年... (faded text)

177234年... (faded text)

金額: 200.00 (faded text)

金額: 200.00 (faded text)



132000911243

No. 22501164

金額: 200.00 (faded text)



132000911243

No. 22501164

Handwritten signature and initials TA

日期: 2009/11/13-12:54
 票号: 00505
 票面金额: 100.00
 实际支付: 100.00



江苏银行股份有限公司
 南京分行
 地址: 南京市...
 电话: 025-...
 No. 46619176

日期: 2009/11/13-12:54
 票号: 00505
 票面金额: 100.00
 实际支付: 100.00



江苏银行股份有限公司
 南京分行
 地址: 南京市...
 电话: 025-...
 No. 46623337

日期: 2009/11/13-12:54
 票号: 00505
 票面金额: 100.00
 实际支付: 100.00



江苏银行股份有限公司
 南京分行
 地址: 南京市...
 电话: 025-...
 No. 46623337

日期: 2009/11/13-12:54
 票号: 00505
 票面金额: 100.00
 实际支付: 100.00



江苏银行股份有限公司
 南京分行
 地址: 南京市...
 电话: 025-...
 No. 46623337

Handwritten signature and initials, including 'TA' at the bottom right.



時間: 2007/11/13 15:31

時間: 2007/11/13 15:32

金額: 15,800
金額: 15,800
金額: 10,000



金額: 15,800
金額: 10,000



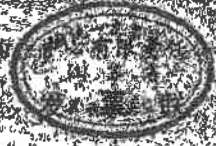
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金額: 15,800
金額: 10,000

No. 671344
金額: 15,800
金額: 10,000



No. 4680964
金額: 15,800
金額: 10,000

No. 4680964
金額: 15,800
金額: 10,000



No. 4680964
金額: 15,800
金額: 10,000

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金額: 15,800
金額: 10,000



No. 4680964
金額: 15,800
金額: 10,000

No. 4680964
金額: 15,800
金額: 10,000

Handwritten signature and initials



PLAZA

by Japan's No. 1

6500 Level 6 Airport Near Hall
Passenger Terminal Building
Hong Kong International Airport
Tel: 2700011

SALES MENU

MUJI STORE
CUSTY: 15522 ACN

HONG KONG INTERNATIONAL AIRPORT

ITEM	QTY	PRICE	AMOUNT
001	1	150.00	150.00
002	1	150.00	150.00
003	1	150.00	150.00
004	1	150.00	150.00
005	1	150.00	150.00
006	1	150.00	150.00
007	1	150.00	150.00
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011	1	150.00	150.00
012	1	150.00	150.00
013	1	150.00	150.00
014	1	150.00	150.00
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017	1	150.00	150.00
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020	1	150.00	150.00
021	1	150.00	150.00
022	1	150.00	150.00
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048	1	150.00	150.00
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096	1	150.00	150.00
097	1	150.00	150.00
098	1	150.00	150.00
099	1	150.00	150.00
100	1	150.00	150.00

ITEM	PRICE	QTY	TOTAL
001	150.00	1	150.00
002	150.00	1	150.00
003	150.00	1	150.00
004	150.00	1	150.00
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093	150.00	1	150.00
094	150.00	1	150.00
095	150.00	1	150.00
096	150.00	1	150.00
097	150.00	1	150.00
098	150.00	1	150.00
099	150.00	1	150.00
100	150.00	1	150.00

Thank you for shopping at MUJI.
Please keep this receipt for
proof of purchase within 30 days
of purchase for any returns or
exchange. Receipts are not valid
for cash back.

SALES PERSON: [Name]
CASHIER: [Name]
SALES MANAGER: [Name]
SALES ASSISTANT: [Name]

Thank you for shopping at MUJI.
Please keep this receipt for
proof of purchase within 30 days
of purchase for any returns or
exchange. Receipts are not valid
for cash back.

Handwritten signature and initials.

MUJI

1. 姓名: *[Signature]*
 2. 地址: *[Illegible]*
 3. 电话: *[Illegible]*
 4. 邮编: *[Illegible]*

5. 商品名称: *[Illegible]*
 6. 规格: *[Illegible]*
 7. 数量: *[Illegible]*
 8. 单价: *[Illegible]*
 9. 总价: *[Illegible]*
 10. 日期: *[Illegible]*

11. 备注: *[Illegible]*
 12. 其他: *[Illegible]*
NO REFUND



[Handwritten signature]
 4-A

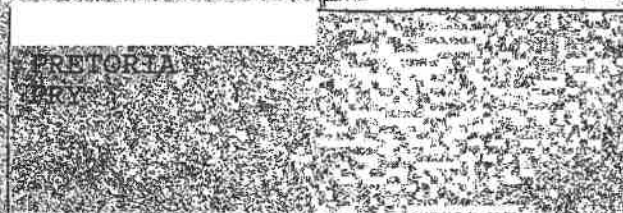
ANNEXURE DGN 5.”

FLIGHT CENTRE *Unbeatable*

MENLYN PARK FLIGHT CENTRE

Shop LF65 Menlyn Park Shopping Centre Cnr. Aterbury & Menlyn Drive Menlyn Park Pretoria 0002 Ph: 012 368 1710 Fax: 012 368 1141
 VAT: 437 015 9909

ENQUIRY DETAILS



Date: 3 NOV 09

Your Consultant is: LORYDA ERASMUS
 Reference: 7S0TNAID0058
 Phone No: 0824131852
 Fax No:

Origin: JOHANNESBURG	Date of Travel: 6 NOV 09
Destination: NANJING	No. Passengers: 2
Airline: CATHAY PACIFIC	Booking ref:

Airfare/Tour/Accommodation Details:

Credit Card Amount Cash Amount

*** AIRFARE DETAILS - INTERNATIONAL RETURN TICKET ***			
business class : Cathay Pacific			
Departing on: 6 NOV 09 Returning on: 14 NOV 09			
Johannesburg - Nanjing			
via: Hong Kong			
Adult fares at R42741.00 per person			
plus taxes of R0.00 per person			
Total airfare (based on cash price) is:			
R85482.00 plus taxes of R0.00			
Taxes subject to change			
Total price including all PREPAID taxes, charges & fees		R 85 482.00	
Insurance			
Sold : 8 day policy family			R 5702.00
Total Amount Payable:		R 0.00	R 91 054.00
Quoted Credit Card / Cash price:			
Credit Card Type: Unknown			

TERMS AND CONDITIONS - QUOTATION

DEFINITIONS

Customer means any person and/or recipients and/or users of the product sold by Flight Centre on behalf of a third party supplier.
 Product means whatsoever services and/or products Flight Centre sold on behalf of a third party to a customer e.g. travel, holiday packages etc.

Flight Centre means the entity and its directors, employees, agents, officers or assigns acting in the scope of their employment.

QUOTATION

The quotation is only an invitation to do business and is subject to whatsoever price increases. An agreement is only concluded once the product price is paid in full.

FLIGHT CENTRE (AGENT) AND ITS SUPPLIERS

Flight Centre is a company trading under the name of Flight Centre (SA) (Pty) Ltd with registration number 1994/00263/07. Flight Centre is a travel agency and acts as a disclosed agent for third party suppliers, such as, but not limited to, airlines, tour operators, providers of accommodation or any other services, hotels, car rental companies, insurers or adventure experiences etc. All Flight Centre packages or tickets bought by a customer, whether a product or service, is supplied by a single principal. The supplier is solely responsible for the supply of the products. Flight Centre only assist in the booking of such products and shall

FLIGHT CENTRE *Unbeatable*

MENLYN PARK FLIGHT CENTRE
Shop UEG5 Menlyn Park Shopping Centre Off Assembly Highway Drive Menlyn Park Pretoria 0092 Tel: 012 388 1200 Fax: 012 388 1111
FLIGHT CENTRE
VAT: 437 815 2204

TAX INVOICE/STATEMENT

MR RICHARD MHLILI
PRETORIA
PTY

Date: 12 NOV 09

YOUR Consultant is: VORTDA BRASBUR
Reference: 790FMD120003
Phone No: 0824152852
Fax No:

Origin: JOHANNESBURG
Destination: HANGKONG
Airline: CATHAY PACIFIC

Date Of Travel: 5NOV09
No Passengers: 2
Booking ref:

Airfare/Travel/Accommodation Details

Quoted Amount Cash Amount

FARE DETAILS: INTERNATIONAL RETURN TICKET
Business Class Airfare flying Cathay Pacific
Departing on 5 NOV 09 Returning on 12 NOV 09
Johannesburg Hangkong
That Hong Kong

Total Price: R 22,711.00 per person

Taxes subject to change

Total price including all charges: R 22,711.00

R 22,711.00

INSURANCE

Travel insurance cover: R 250.00

R 250.00

Total Amount Payable:

Quoted Credit Card / Cash price:
Credit Card Type: Unknown

R 0.00 R 22,961.00

Payment by Credit Card / Cash:
Amount Due by Credit Card / Cash:

R 0.00 R 0.00
R 0.00 R 22,961.00

ANNEXURE DGN 6.”

African Imprint Travel

Absa Pretoria North - Type: Savings Account - Acc Nr: 907 023 7838 - Branch Code: 632 005
 Po Box 59767 Karen Park, 0118 Cnr Rachel De Beer & Grafenholm Str, Ninapark
 Tel: 012 542 1911 Fax: 086 532 1025 Contact: Jana Muller Email: jnmuller@africantravel.co.za



Co Reg: 199905531023

Vat Reg No: 4430190944

COMPUTER GENERATED TAX INVOICE

Document No	Hof.0099069
Page Number	1
Date	12/11/2009
Account No	A02935
Order No	NAVEN
Consultant	Sn
Year Vat No	

Fax

AIR TICKETS

Prn	Ticket No	Passenger/DepDate/Route/Class	Excl Amt	Vat	Incl Amt
160	3638301661	Lyons Theresa Ms 21/11/2009-29/11/2009 Jnb/Hkg/Sin/Hkg/Jnb (16470 miles) Cathay Pacific Cls DDDD	44,490.00	0.00	44,490.00
		Airport Taxes	1,246.00	0.00	1,246.00
		Ticket Totals	45,736.00	0.00	45,736.00
		Published Fare 88,980. Saving 44,490 50% Special Fare (001)			

PROFESSIONAL SERVICES FEES

Typ	Source Ref	Details			
Sfe	3638301661	Lyons Theresa Ms - Professional Fee International (Professional Fee In) 21/11/2009	140.00	0.00	140.00

Invoice Totals	R 45,876.00	R 0.00	R 45,876.00
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001: DC36135836906117

Total Published Fare Saving = R 44,490

01/12/2014 13:06 #1



Sure African Imprint Travel Absa Pretoria Acc nr: 9070237838 Branch code 632005

SATA

TR

African Imprint Travel

Absa Pretoria North - Type: Savings Account - Acc Nr: 907 023 7838 - Branch Code: 632 005
 Po Box 59767 Karen Park, 0118 Cnr Rachel De Beer & Grafenhein Str, Ninapark
 Tel: 012 542 1911 Fax: 086 532 1025 Contact: Jane Muller Email: jmuller@saitravel.co.za



Co Reg: 1999066310/23

Vat Reg No: 4490190844

COMPUTER GENERATED TAX INVOICE

Document No	Hof.0099067
Page Number	1
Date	12/11/2009
Account No	A02935
Order No	NAVEN
Consultant	SN
Your Vat No	

Fax

AIR TICKETS

Prn	Ticket No	Passenger/Dep Date/Route/Class	Excl Amt	Vat	Incl Amt
160	3658301662	Naidoo Mr 21/11/2009-29/11/2009 Jnb/Hkg/Sin/Hkg/Jnb (16470 miles) Cathay Pacific Cls LLLL	7,980.00	0.00	7,980.00
		Airport Taxes	1,246.00	0.00	1,246.00
		Ticket Totals	9,226.00	0.00	9,226.00
		Published Fare 15,960, Saving 7,980 50% Special Fare (001)			

PROFESSIONAL SERVICES FEES

Typ	Source Ref	Details			
Sfe	3658301662	Naidoo Mr - Professional Fee International (Professional Fee In) 21/11/2009	624.00	0.00	624.00

Invoice Totals	R 9,850.00	R 0.00	R 9,850.00
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001: DC36135836906117

Total Published Fare Saving = R 7,980

01/10/2014 13:05 01



Sure African Imprint Travel Absa Pretoria Acc nr: 9070237838 Branch code 632005



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African Imprint Travel

Absa Pretoria North - Type: Savings Account - Acc Nr: 907 023 7838 - Branch Code: 632 005
 Po Box 99787 Karen Park, 0118 Cnr Rachel De Beer & Grafenheim Str, Ninapark
 Tel: 012 542 1911 Fax: 086 532 1025 Contact: Jane Muller Email: jrmuller@saitravel.co.za



Co Reg: 199905531023

Val Reg No: 4430190944

COMPUTER GENERATED TAX INVOICE

Document No	Hof:0099063
Page Number	1
Date	12/11/2009
Account No	A02935
Order No	NAVEN
Consultant	Su
Your Vat No	

Fax

AIR TICKETS

Prn	Ticket No	Passenger/DepDate/Route/Class	Excl Amt	Vat	Incl Amt
160	3658301664	Venter Marinda Ms 21/11/2009-29/11/2009 Jnb/Hkg/Sin/Hkg/Jnb (16470 miles) Cathay Pacific Cls LLLL	7,980.00	0.00	7,980.00
		Airport Taxes	1,246.00	0.00	1,246.00
		Ticket Totals	9,226.00	0.00	9,226.00
		Published Fare 15,960, Saving 7,980 50% Special Fare (001)			

PROFESSIONAL SERVICES FEES

Typ	Source Ref	Details			
Sfe	3658301664	Venter Marinda Ms - Professional Fee International (Professional Fee In) 21/11/2009	624.00	0.00	624.00

Invoice Totals	R 9,850.00	R 0.00	R 9,850.00
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001: DC36135836906117

Total Published Fare Saving = R 7,980

01/10/2014 13:05:01



Sure African Imprint Travel Absa Pretoria Acc nr: 9070237838 Branch code 632005

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African Imprint Travel

Abse Pretoria North - Type: Savings Account - Acc Nr: 907 023 7838 - Branch Code: 632 005
 Po Box 59787 Karen Park, 0118 Carr Rachel De Beer & Grafenhelm Str, Ninapark
 Tel: 012 542 1911 Fax: 086 532 1025 Contact: Jana Muller Email: jmuller@aitravel.co.za



Co Reg: 1998065310/23

Vat Reg Nr: 4430190944

COMPUTER GENERATED TAX INVOICE

Document No	Hof.0099065
Page Number	1
Date	12/11/2009
Account No	A02935
Order No	NAVEN
Consultant	Su
Year Vat No	

Fax

AIR TICKETS

Prn	Ticket No	Passenger/DepDate/Route/Class	Excl Amt	Vat	Incl Amt
160	3658301663	Lazarus Sandra Ms 21/11/2009-29/11/2009 Jnb/Hkg/Sin/Hkg/Jnb (16470 miles) Cathay Pacific Cts LLLL	7,980.00	0.00	7,980.00
		Airport Taxes	1,246.00	0.00	1,246.00
		Ticket Totals	9,226.00	0.00	9,226.00
		Published Fare 15,960, Saving 7,980 50% Special Fare (001)			

PROFESSIONAL SERVICES FEES

Typ	Source Ref	Details			
Sfe	3658301663	Lazarus Sandra Ms - Professional Fee International (Professional Fee In) 21/11/2009	624.00	0.00	624.00

Invoice Totals	R 9,850.00	R 0.00	R 9,850.00
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001: DC36135836906117

Total Published Fare Saving = R 7,980

01/18/2014 13:05 01



Sure African Imprint Travel Abse Pretoria Acc nr: 9070237838 Branch code 632005

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African Imprint Travel

Absa Pretoria North - Type: Savings Account - Acc Nr: 907 023 7838 - Branch Code: 632 005
 Po Box 59767 Karen Park, 0118 Cnr Rachel De Beer & Grafenhelm Str, Ninapark
 Tel: 012 542 1911 Fax: 086 532 1025 Contact: Jana Muller Email: jmuller@sastravel.co.za



Co Reg: 1999055318/23

Vat Reg No: 4430190944

COMPUTER GENERATED TAX INVOICE

Document No	Hof.0099125
Page Number	1
Date	13/11/2009
Account No	A02935
Order No	MRS BARNARD
Consultant	Sn
Your Vat No	

Fax

AIR TICKETS

Prn	Ticket No	Passenger/DepDate/Route/Class	Excl Amt	Vat	Incl Amt
160	3833383063	Barnard Juanita Ms 20/11/2009-29/11/2009 Job/Hkg/Sin/Hkg/Job (16137 miles) Cathay Pacific CIs LLLL	7,980.00	0.00	7,980.00
		Airport Taxes	1,246.00	0.00	1,246.00
		Ticket Totals	9,226.00	0.00	9,226.00
		Published Fare 14,000, Saving 6,020 43% Special Fare (001)			

PROFESSIONAL SERVICES FEES

Typ	Source Ref	Details			
Ser	3833383063	Barnard Juanita Ms - Professional Fee Domestic Tix (Professional Fee Do) 20/11/2009	624.00	0.00	624.00

Invoice Totals R 9,850.00 R 0.00 R 9,850.00

Total Published Fare Saving = R 6,020

01/10/2014 13:05:01



Sure African Imprint Travel Absa Pretoria Acc nr: 9070237838 Branch code 632006



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 DGN09
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ANNEXURE DGN 7."

CASH PASSPORT
PREPAID CREDIT CARD



SECURE
CONVENIENT
RELOADABLE

My Account

Transaction History

Logout

Japanese
Korean
普通话

Account Information

Cardholder Heine Johannes Barnard	Balance USD 2,230.35	
Card Number XXXX-XXXX-XXXX-730X	Exp. Date 07/2012	Status ACTIVE

Transaction Details

Date Range To View: (Most recent 30 days by default)
The date range you choose will display a transaction history for 30 days prior to that date.

Current Balance
USD 2,230.35

Show me All Transactions Select Date * 2 December 2009

Currently Viewing: November 02 - December 02

Trans Date / Post Date	Reference	Local Currency	Exchange Rate	Amount
27/11/2009 / 27/11/2009	933101615220	SGD 1,000.00	1.31471694144	USD (760.62)
ATM Cash - 000000017888801 OCBC-SINGAPOR SINGAPORE SG 6011				
27/11/2009 / 27/11/2009	933101615220	USD 2.00	1	USD (2.00)
ATM Transaction Fee - 000000017888801 OCBC-SINGAPOR SINGAPORE SG 6011				
27/11/2009 / 27/11/2009	933105019024	USD 2.00	1	USD (2.00)
ATM Transaction Fee - SG FLYER THE ROYAL BAN D SINGAPORE SG 6011				
27/11/2009 / 27/11/2009	933105019024	SGD 2,000.00	1.31471694144	USD (1,521.24)
ATM Cash - SG FLYER THE ROYAL BAN D SINGAPORE SG 6011				
26/11/2009 / 26/11/2009	933008032915	USD 2.00	1	USD (2.00)
ATM Transaction Fee - CITIBANK SINGAP Citibank City Singapore S SG 6011				
26/11/2009 / 26/11/2009	933008032915 ALL	SGD 200.00	1.31397411471	USD (152.21) ①-?
ATM Cash - CITIBANK SINGAP Citibank City Singapore S SG 6011				
26/11/2009 / 26/11/2009	933008032867 ALL	SGD 3,000.00	1.31403166818	USD (2,283.05) ①
ATM Cash - CITIBANK SINGAP Citibank City Singapore S SG 6011				
26/11/2009 / 26/11/2009	933008032867	USD 2.00	1	USD (2.00)
ATM Transaction Fee - CITIBANK SINGAP Citibank City Singapore S SG 6011				

Handwritten signatures and initials: JEN, JEN, TR

My Account

23/11/2009 / 24/11/2009	74622489327698784407566	SGD 193.70	1.31795604545	USD (146.97)
Purchase - PVR FOODS PTE LTD SINGAPORE SG			5812	
23/11/2009 / 24/11/2009	74556229327021023670011	SGD 6,000.00	1.31793400665	USD (4,552.58)
Purchase - CAMERA TALK PTE LTD SINGAPORE SG			5732	
22/11/2009 / 23/11/2009	74622489326698784156685	SGD 213.65	1.32102887529	USD (161.73)
Purchase - PVR FOODS PTE LTD SINGAPORE SG			5812	
22/11/2009 / 24/11/2009	74544159327091233400040	SGD 1,800.00	1.31792821694	USD (1,365.78)
Purchase - CAM VISION CAMERA SINGAPORE SG			5732	
19/11/2009 / 19/11/2009	CC00E5A7B614	USD 30.00	1	USD 30.00
Value Load - TRAVELEX RETAIL CARDWIZ				
19/11/2009 / 19/11/2009	CC00D1F04A02	USD 13,152.53	1	USD 13,152.53
Value Load - TRAVELEX RETAIL CARDWIZ				
<< Previous 30 Days				

View Printable Version

My Account

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Handwritten signatures and initials: SW, JG, N11, and A7.

Transaction History

This page is formatted to appear correctly on your printer. If you wish to print your Transaction History for the date range you selected, click the "Print This Page" link below or select the "Print" item from your browser's File menu. Once you are finished, click the "X" in the top right corner of this window to close it.

NAID00

Card Number: 729X | Date Range: 07/11/2009 - 07/12/2009 | [Print This Page](#)

Trans. Date	Card Num.	Description	Transaction Location	Trans. Amount	Local Currency	Exchange Rate	Ref. Number
27/11/2009	729X	ATM Cash	DBSBANK RAFFLES C B1/ SINGAPORE SG	USD (646.53)	SGD 850.00	1.31471084095	780005
27/11/2009	729X	ATM Transaction Fee	DBSBANK RAFFLES C B1/ SINGAPORE SG	USD (2.00)	USD 2.00		-1 780005
26/11/2009	729X	ATM Transaction Fee	DBSBANK RAFFLES C B1/ SINGAPORE SG	USD (2.00)	USD 2.00		-1 778363
26/11/2009	729X	ATM Cash	DBSBANK RAFFLES C B1/ SINGAPORE SG	USD (1,522.03)	SGD 2,000.00	1.31403454597	778363 (1)
26/11/2009	729X	Purchase	MOHAMED MUSTAFA & SAM- SINGAPORE SG	USD (398.57)	SGD 524.00	1.31470005269	861510
26/11/2009	729X	ATM Cash	UOB SINGAPORE UOB A3670101 SINGAPORE SG	USD (761.02)	1,000.00	1.31402591259	367316 (1)
26/11/2009	729X	ATM Transaction Fee	UOB SINGAPORE UOB A3670101 SINGAPORE SG	USD (2.00)	USD 2.00		-1 367316
26/11/2009	729X	Purchase	PERFECT PIX CAMERA & VIDEO SINGAPORE SG	USD (1,178.96)	SGD 1,550.00	1.31471805659	800027 (2)
25/11/2009	729X	Purchase	JASONS MARKET PLACE SINGAPORE SG	USD (39.53)	SGD 51.95	-1.3141917531	740059
24/11/2009	729X	Purchase	SENTOSA LEISURE MANAGEMT SINGAPORE SG	USD (121.60)	SGD 160.35	1.31866776316	110040
24/11/2009	729X	Purchase	SENTOSA DEVELOPMENT COR SINGAPORE SG	USD (251.83)	SGD 332.10	1.31874677362	010043
23/11/2009	729X	Purchase	PERFECT PIX CAMERA & VIDEO SINGAPORE SG	USD (2,109.36)	SGD 2,780.00	1.31793529791	600022 (2)
23/11/2009	729X	Purchase	CAMERA TALK PTE LTD SINGAPORE SG	USD (455.26)	SGD 600.00	1.31792821684	670037 (4)
23/11/2009	729X	Purchase	CAMERA TALK PTE LTD SINGAPORE SG	USD (5,690.72)	SGD 7,500.00	1.31793516462	670029 (4)
18/11/2009	729X	Value Load	TRAVELEX RETAIL CARDWIZ	USD 13,182.53	USD 13,182.53		1 D7FA60

[Handwritten signatures and initials]

ANNEXURE DGN 8.”

Lease

(for Residential Accommodation)

Memorandum of Agreement

THIS MEMORANDUM OF AGREEMENT is made and entered into by and between the LESSOR, whose details are as follows: (State full names and identity number, or in the case of a juristic person, the name of the juristic person as well as the name of the person or agent on behalf of the juristic person and the registration number thereof)

DAEZ TRADING CC

Address of the LESSOR: (State physical and postal address as well as telephone and cell numbers)

AND

the LESSEE whose details are as follows: (State full names and identity number, or in the case of a juristic person, the name of the juristic person as well as the name of the person or agent acting on behalf of the juristic person and the registration number thereof)

TELFORD WAVE LA ROLOBING

Address of the LESSEE: (State physical and postal address as well as telephone and cell numbers)

1. The LESSOR lets to the LESSEE who hires the following property (hereafter referred to as "the property") (state the physical address of the property):

GORDANS VILLA

CAPE TOWN



6 0071 75 046790

[Handwritten signature]



[Handwritten signature]



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2. The lease is for a fixed period of 3 YEARS (THREE) reckoned from the 1ST FEBRUARY 2010 and terminating on 31 JANUARY 2013 on which date the LESSEE undertakes to vacate the property.
3. The LESSEE has the option to renew the lease for a further period of 3 YEARS (THREE) reckoned from the date of termination provided that notice to the LESSOR of the LESSEE'S intention to exercise this option is given in writing at least 1 MONTH (30 days) calendar months before the date of termination.

During the renewal period the lease shall be on all the conditions contained herein save that the LESSEE shall have no right of further renewal.

- 4a. The rent for the fixed period is R. 8,500.00 + VAT + 10% ANNUAL INCREASE per month payable monthly in advance on the first day of each month, without any deduction whatsoever, and the parties expressly agree that no set-off shall be deducted from the rent amount, either in full or partial deduction, to be paid to the LESSOR at: (state physical address where payment will be accepted). If the payment is to be made directly into the LESSOR'S bank account state the banking details and the fax number or physical address where the proof of payment is to be submitted by the LESSEE.

or to such other place as the LESSOR in writing from time to time directs.

- 4b. Should the option be exercised in terms of the provisions hereof, the rent for such further period, payable similarly, shall be R. NEGOTIATED.
- 4c. A deposit of an amount of R. N/A is payable by the LESSEE to the LESSOR at signature or the commencement of this agreement. (Which deposit will not exceed an amount of two months rental).
5. If during the currency of this lease the Levy imposed by the Body Corporate or the Rates and / or Taxes and / or services charges by the local authority in respect of the property should be increased above the amount payable in respect thereof as at date of signature hereof, then the LESSEE shall pay to the LESSOR such additional Levies or Rates and / or Taxes pro rata which shall be paid together with the rent.

6. THE LESSEE SHALL:

- (a) Pay all charges for electricity and water supplied to the property.
- (b) Pay all amounts due in terms of this lease free of exchange.
- (c) Not cede or assign the lease.
- (d) Not sub-let the whole or any part of the property to anyone other than his immediate family in occupation thereof without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld.
- (e) Use the lease property only for residential purposes unless the LESSOR'S written consent to use the property for other purposes is obtained. The maximum number of persons entitled to occupy the property is 6 (SIX).
- (f) Keep the property clean, habitable and tidy and care for and maintain the garden and swimming pool.
- (g) Not make any structural or other alterations, additions to or improvements in the property without the prior written consent of the LESSOR.
- (h) Permit the LESSOR or his duly authorised Agent to inspect the property at all reasonable times.
- (i) Not do or allow to be done either by commission or omission anything which would increase the premiums of or vitiate the Policies of Insurance on the property.

- (j) Be responsible for the maintenance, repair, upkeep and/or decoration, as the case may be, of the interior of the property including all ceilings, all wall and floor coverings, all doors and windows, all cooking, heating, cooling, lighting, plumbing and airconditioning installations (and any part of any such doors, windows and installations) all other fixtures, fittings, furnishing and any machinery and equipment in or on the property.
- (k) Not cause any noise or nuisance which would in any way disturb the quiet and peaceful occupation of his neighbours.

7. THE LESSOR SHALL:

- (a) Be responsible for the maintenance, and upkeep of the exterior of the property including the roof.
 - (b) Not be responsible for any damage caused by the LESSEE by leakage, rain, hail, snow, fire or interruption of water or electricity supplies or any cause whatever.
 - (c) Be responsible for payment of Rates and/or Taxes and/or service charges presently assessed on the property, as at the date of signature hereof.
 - (d) Be entitled at any time during the currency of the lease to require the LESSEE to reinstate the property at the LESSEE'S expense to the same condition as it was at date hereof.
 - (e) Forthwith repair any structural defects which appear in the property.
8. In the event of the total or partial destruction of the property or any portion by any cause the LESSOR shall be entitled to terminate the lease falling which it shall continue, but the LESSEE shall during the period during which the property or part thereof is unfit for occupation be entitled to a proportionate abatement of rent. The LESSEE shall have no claim for compensation against the LESSOR, but should the destruction be due to the default or negligence of the LESSEE, his family, servants or persons occupying the property under him, the LESSOR shall under these circumstances be entitled to claim payment of such damages as the LESSOR may have suffered.
9. Should the LESSEE fail to pay the rent or any portion thereof on its due date, or breach any other condition of this Lease, and remain in default for seven days after receipt of notice to the LESSEE requiring payment of the rent or the remedy of the breach, as the case may be, or if the LESSEE shall become insolvent, the LESSOR shall have the right forthwith to cancel this lease and to re-enter upon and take possession of the leased property, without prejudice to any claim which the LESSOR may have against the LESSEE for the rent already due or damages for breach of contract or otherwise. If the LESSOR cancels this Lease and the LESSEE disputes the right to cancel and remains in occupation of the property the LESSEE shall pending settlement or resolution of any dispute either by negotiation or litigation continue to pay an amount equivalent to the monthly rental provided in this lease monthly in advance on the first day of each month and the LESSOR shall be entitled to accept and recover such payment the acceptance of which shall be without prejudice to and shall not in any way affect the LESSOR'S claim to cancellation then in dispute. If the dispute is resolved in favour of the LESSOR the payments made and received in terms of this clause shall be deemed to be amounts paid by the LESSEE on account of damages suffered by the LESSOR by reason of the cancellation of this lease and/or the unlawful holding over by the LESSEE.
10. Any relaxation, indulgence or waiver which the LESSOR or his Agents may grant to the LESSEE or any condonation by the LESSOR of any breach of the terms of this lease shall not become binding on the LESSOR who shall at all times be entitled to claim due and prompt performance by the LESSEE of all obligations.
11. Any notice which the LESSOR requires to give to the LESSEE shall be deemed to have been validly given if sent by pre-paid registered letter to the LESSEE at the property or left by the LESSOR or his Agent at such address, which notice shall be deemed to have been received 4 days after posting by registered post, or on the day the notice was delivered by hand in terms of these presents.

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12. The LESSOR choose the physical address contained in the preamble hereto and the LESSEE choose "the property" as their respective *domicilium citandi et executandi* addresses for the service of all notices and court processes and they also hereby consent to the jurisdiction of the Magistrate's Court in respect of any legal proceedings arising out of this lease.

13. No variation of the terms of this lease shall be of any effect unless reduced to writing and signed by the LESSOR and LESSEE or their duly appointed Agent or Agents.

14. The cost of this lease together with the Stamp Duty thereon shall be paid by the LESSEE.

15. SPECIAL CONDITIONS:

THE LESSOR RESERVE THE RIGHT TO USE THE PREMISES FOR A ONE MONTH PERIOD, GIVING THE LESSEE NOTICE THEREOF. DURING OCCUPATION THE LESSEE IS NOT RESPONSIBLE FOR ANY RENTAL

IN WITNESS WHEREOF the parties have hereunto set their hands in the presence of the undersigned witnesses;

By the LESSOR at _____ (Place)
On the 31 day of JANUARY 20 10.

AS WITNESSES:

1. [Signature]
2. _____

[Signature]
LESSOR

LESSOR'S SPOUSE
(If married in community of property the spouse must sign)

By the LESSEE at _____ (Place)
On the 31 day of JANUARY 20 10

AS WITNESSES:

1. [Signature]
2. _____

[Signature]
LESSEE

LESSEE'S SPOUSE
(If married in community of property the spouse must sign)

[Signature]

TA

- (j) Be responsible for the maintenance, repair, upkeep and/or decoration, as the case may be, of the interior of the property including all ceilings, all wall and floor coverings, all doors and windows, all cooking, heating, cooling, lighting, plumbing and airconditioning installations (and any part of any such doors, windows and installations) all other fixtures, fittings, furnishing and any machinery and equipment in or on the property.
- (k) Not cause any noise or nuisance which would in any way disturb the quiet and peaceful occupation of his neighbours.
7. **THE LESSOR SHALL:**
- (a) Be responsible for the maintenance, and upkeep of the exterior of the property including the roof.
- (b) Not be responsible for any damage caused by the LESSEE by leakage, rain, hail, snow, fire or interruption of water or electricity supplies or any cause whatever.
- (c) Be responsible for payment of Rates and/or Taxes and/or service charges presently assessed on the property, as at the date of signature hereof.
- (d) Be entitled at any time during the currency of the lease to require the LESSEE to reinstate the property at the LESSEE'S expense to the same condition as it was at date hereof.
- (e) Forthwith repair any structural defects which appear in the property.
8. In the event of the total or partial destruction of the property or any portion by any cause the LESSOR shall be entitled to terminate the lease failing which it shall continue, but the LESSEE shall during the period during which the property or part thereof is unfit for occupation be entitled to a proportionate abatement of rent. The LESSEE shall have no claim for compensation against the LESSOR, but should the destruction be due to the default or negligence of the LESSEE, his family, servants or persons occupying the property under him, the LESSOR shall under these circumstances be entitled to claim payment of such damages as the LESSOR may have suffered.
9. Should the LESSEE fail to pay the rent or any portion thereof on its due date, or breach any other condition of this Lease, and remain in default for seven days after receipt of notice to the LESSEE requiring payment of the rent or the remedy of the breach, as the case may be, or if the LESSEE shall become insolvent; the LESSOR shall have the right forthwith to cancel this lease and to re-enter upon and take possession of the leased property, without prejudice to any claim which the LESSOR may have against the LESSEE for the rent already due or damages for breach of contract or otherwise. If the LESSOR cancels this Lease and the LESSEE disputes the right to cancel and remains in occupation of the property the LESSEE shall pending settlement or resolution of any dispute either by negotiation or litigation continue to pay an amount equivalent to the monthly rental provided in this lease monthly in advance on the first day of each month and the LESSOR shall be entitled to accept and recover such payment the acceptance of which shall be without prejudice to and shall not in any way affect the LESSOR'S claim to cancellation then in dispute. If the dispute is resolved in favour of the LESSOR the payments made and received in terms of this clause shall be deemed to be amounts paid by the LESSEE on account of damages suffered by the LESSOR by reason of the cancellation of this lease and/or the unlawful holding over by the LESSEE.
10. Any relaxation, indulgence or waiver which the LESSOR or his Agents may grant to the LESSEE or any condonation by the LESSOR of any breach of the terms of this lease shall not become binding on the LESSOR who shall at all times be entitled to claim due and prompt performance by the LESSEE of all obligations.
11. Any notice which the LESSOR requires to give to the LESSEE shall be deemed to have been validly given if sent by pre-paid registered letter to the LESSEE at the property or left by the LESSOR or his Agent at such address, which notice shall be deemed to have been received 4 days after posting by registered post, or on the day the notice was delivered by hand in terms of these presents.

TA

12. The LESSOR choose the physical address contained in the preamble hereto and the LESSEE choose "the property" as their respective *domicilium citandi et executandi* addresses for the service of all notices and court processes and they also hereby consent to the jurisdiction of the Magistrate's Court in respect of any legal proceedings arising out of this lease.

13. No variation of the terms of this lease shall be of any effect unless reduced to writing and signed by the LESSOR and LESSEE or their duly appointed Agent or Agents.

14. The cost of this lease together with the Stamp Duty thereon shall be paid by the LESSEE.

15. SPECIAL CONDITIONS:

THE LESSEE RESERVE THE RIGHT TO USE THE PREMISES FOR A ONE MONTH PERIOD, GIVING THE LESSEE NOTICE THEREOF. DURING OCCUPATION, THE LESSEE IS NOT RESPONSIBLE FOR ANY RENTAL

IN WITNESS WHEREOF the parties have hereunto set their hands in the presence of the undersigned witnesses:

By the LESSOR at BENONI (Place)
On the 31 day of JANUARY 20 10

AS WITNESSES:

1. [Signature] LESSOR

2. _____ LESSOR'S SPOUSE
(If married in community of property the spouse must sign)

By the LESSEE at PRETORIA (Place)
On the 31 day of JANUARY 20 09/10

AS WITNESSES:

1. [Signature] LESSEE

2. _____ LESSEE'S SPOUSE
(If married in community of property the spouse must sign)

TA

ANNEXURE DGN 9.”

Lease

(for Residential Accommodation)

Memorandum of Agreement

THIS MEMORANDUM OF AGREEMENT is made and entered into by and between the LESSOR, whose details are as follows: (State full names and identity number, or in the case of a juristic person, the name of the juristic person as well as the name of the person or agent on behalf of the juristic person and the registration number thereof)

DAEZ TRADING cc

Address of the LESSOR: (State physical and postal address as well as telephone and cell numbers)

AND

the LESSEE whose details are as follows: (State full names and identity number, or in the case of a juristic person, the name of the juristic person as well as the name of the person or agent acting on behalf of the juristic person and the registration number thereof)

TELFORD WAZLA ROLIBICE

Address of the LESSEE: (State physical and postal address as well as telephone and cell numbers)

1. The LESSOR lets to the LESSEE who hires the following property (hereafter referred to as "the property") (state the physical address of the property)

CLEARWATER ESTATE,
JOHANNESBURG, GAUTENG.



[Handwritten signature]
GNOI
T.F

2. The lease is for a fixed period of 1 YEAR (ONE) reckoned from the 1st DECEMBER 2009 and terminating on 30 NOVEMBER 2010 on which date the LESSEE undertakes to vacate the property.
3. The LESSEE has the option to renew the lease for a further period of 1 YEAR ONE reckoned from the date of termination provided that notice to the LESSOR of the LESSEE'S intention to exercise this option is given in writing at least ONE MONTH (1) calendar months before the date of termination.

During the renewal period the lease shall be on all the conditions contained herein save that the LESSEE shall have no right of further renewal.

- 4a. The rent for the fixed period is R. 17500 + VAT per per month payable monthly in advance on the first day of each month, without any deduction whatsoever, and the parties expressly agree that no set-off shall be deducted from the rent amount, either in full or partial deduction, to be paid to the LESSOR at: (state physical address where payment will be accepted). If the payment is to be made directly into the LESSOR'S bank account state the banking details and the fax number or physical address where the proof of payment is to be submitted by the LESSEE.

or to such other place as the LESSOR in writing from time to time directs.

- 4b. Should the option be exercised in terms of the provisions hereof, the rent for such further period, payable similarly, shall be R. 17500 + 10%.
- 4c. A deposit of an amount of R. 17500.00 + VAT. is payable by the LESSEE to the LESSOR at signature or the commencement of this agreement. (Which deposit will not exceed an amount of two months rental).
5. If during the currency of this lease the Levy imposed by the Body Corporate or the Rates and / or Taxes and /or services charges by the local authority in respect of the property should be increased above the amount payable in respect thereof as at date of signature hereof, then the LESSEE shall pay to the LESSOR such additional Levies or Rates and /or Taxes pro rata which shall be paid together with the rent.
6. THE LESSEE SHALL:
- Pay all charges for electricity and water supplied to the property.
 - Pay all amounts due in terms of this lease free of exchanges.
 - Not cede or assign the lease.
 - Not sub-let the whole or any part of the property to anyone other than his immediate family in occupation thereof without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld.
 - Use the lease property only for residential purposes unless the LESSOR'S written consent to use the property for other purposes is obtained. The maximum number of persons entitled to occupy the property is 10 (PEOPLE).
 - Keep the property clean, habitable and tidy and care for and maintain the garden and swimming pool.
 - Not make any structural or other alterations, additions to or improvements in the property without the prior written consent of the LESSOR.
 - Permit the LESSOR or his duly authorised Agent to inspect the property at all reasonable times.
 - Not do or allow to be done either by commission or omission anything which would increase the premiums of or vitiate the Policies of Insurance on the property.

DGN 112
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- (j) Be responsible for the maintenance, repair, upkeep and/or decoration, as the case may be, of the interior of the property including all ceilings, all wall and floor coverings, all doors and windows, all cooking, heating, cooling, lighting, plumbing and airconditioning installations (and any part of any such doors, windows and installations) all other fixtures, fittings, furnishing and any machinery and equipment in or on the property.
- (k) Not cause any noise or nuisance which would in any way disturb the quiet and peaceful occupation of his neighbours.

7. THE LESSOR SHALL:

- (a) Be responsible for the maintenance, and upkeep of the exterior of the property including the roof.
 - (b) Not be responsible for any damage caused by the LESSEE by leakage, rain, hail, snow, fire or interruption of water or electricity supplies or any cause whatever.
 - (c) Be responsible for payment of Rates and/or Taxes and/or service charges presently assessed on the property, as at the date of signature hereof.
 - (d) Be entitled at any time during the currency of the lease to require the LESSEE to reinstate the property at the LESSEE'S expense to the same condition as it was at date hereof.
 - (e) Forthwith repair any structural defects which appear in the property.
8. In the event of the total or partial destruction of the property or any portion by any cause the LESSOR shall be entitled to terminate the lease failing which it shall continue, but the LESSEE shall during the period during which the property or part thereof is unfit for occupation be entitled to a proportionate abatement of rent. The LESSEE shall have no claim for compensation against the LESSOR, but should the destruction be due to the default or negligence of the LESSEE, his family, servants or persons occupying the property under him, the LESSOR shall under these circumstances be entitled to claim payment of such damages as the LESSOR may have suffered.
9. Should the LESSEE fail to pay the rent or any portion thereof on its due date, or breach any other condition of this Lease, and remain in default for seven days after receipt of notice to the LESSEE requiring payment of the rent or the remedy of the breach, as the case may be, or if the LESSEE shall become insolvent, the LESSOR shall have the right forthwith to cancel this lease and to re-enter upon and take possession of the leased property, without prejudice to any claim which the LESSOR may have against the LESSEE for the rent already due or damages for breach of contract or otherwise. If the LESSOR cancels this Lease and the LESSEE disputes the right to cancel and remains in occupation of the property the LESSEE shall pending settlement or resolution of any dispute either by negotiation or litigation continue to pay an amount equivalent to the monthly rental provided in this lease monthly in advance on the first day of each month and the LESSOR shall be entitled to accept and recover such payment the acceptance of which shall be without prejudice to and shall not in any way affect the LESSOR'S claim to cancellation then in dispute. If the dispute is resolved in favour of the LESSOR the payments made and received in terms of this clause shall be deemed to be amounts paid by the LESSEE on account of damages suffered by the LESSOR by reason of the cancellation of this lease and/or the unlawful holding over by the LESSEE.
10. Any relaxation, indulgence or waiver which the LESSOR or his Agents may grant to the LESSEE or any condonation by the LESSOR of any breach of the terms of this lease shall not become binding on the LESSOR who shall at all times be entitled to claim due and prompt performance by the LESSEE of all obligations.
11. Any notice which the LESSOR requires to give to the LESSEE shall be deemed to have been validly given if sent by pre-paid registered letter to the LESSEE at the property or left by the LESSOR or his Agent at such address, which notice shall be deemed to have been received 4 days after posting by registered post, or on the day the notice was delivered by hand in terms of these presents.


DGN 01.

12. The LESSOR choose the physical address contained in the preamble hereto and the LESSEE choose "the property" as their respective *domicilium citandi et executandi* addresses for the service of all notices and court processes and they also hereby consent to the jurisdiction of the Magistrate's Court in respect of any legal proceedings arising out of this lease.

13. No variation of the terms of this lease shall be of any effect unless reduced to writing and signed by the LESSOR and LESSEE or their duly appointed Agent or Agents.

14. The cost of this lease together with the Stamp Duty thereon shall be paid by the LESSEE.

15. SPECIAL CONDITIONS:

Multiple horizontal lines for special conditions, currently blank.

IN WITNESS WHEREOF the parties have hereunto set their hands in the presence of the undersigned witnesses:

By the LESSOR at _____ (Place)
On the 10 day of NOVEMBER 2009

AS WITNESSES:

1. [Signature]
2. _____

[Signature]
LESSOR

LESSOR'S SPOUSE
(If married in community of property the spouse must sign)

By the LESSEE at _____ (Place)
[Signature] On the 31st day of NOVEMBER 2009

AS WITNESSES:

1. [Signature]
2. _____

[Signature]
LESSEE

LESSEE'S SPOUSE
(If married in community of property the spouse must sign)

[Signatures]
DGN01
T

ANNEXURE DGN 10.”



ABSA Bank Limited/Deposito No. 2205/09/04/00



DEPOSIT SLIP/DEPOSITOSTROKIE

Credit Krediet **PEKARIN HAN EKONOMI TORNEYS**

Date Datum **2010-05-25**

<p>No cheque over R3 million can be cashed at any branch. Cash can be withdrawn from any branch. ABSA 2010-05-25</p> <p>TELLER'S STAMP / KASSIER STEMPSEL</p>	Signature Handtekening	Handwritten COPY	Notes/Note	30 000 00	
	Bankers' Order No. / Bankiers' Order No.	022 433 123 0010	Coins/Munties		
	Bank	ABSA	MO/PW and/or PO		
	Branch name/Clearing code / Taksonom/Verslaan kode	630641	Subtotal/Subtotal	30 000 00	
					4 000 00

Total Totaal **R 70 000 00**

Dep reference / Dep-verwysing **R N MDLULI 11275**

70

DGN02
TOTAL P.00

TA

ANNEXURE DGN 11.”

ACKNOWLEDGEMENT FOR AGREEMENT OF DEBT.

7406

DGN 118

"JV06"

I Richard & Maggie Malli ID 5805235316086 request to extend the Acknowledge ment for the agreement of debt made between you and me on 2010-07-14.

Due to the financial constraints which I am currently in, I request to begin paying my debt of R50000.00 (Fifty thousand rands) as from December 2011 with all interests.

It is my believe that by then I will be on stable condition financially.

This undertaking was made by me on 2011-08-01 at Roetoria.

Debtor: Murray

Agree / ~~Do not Agree~~

Creditor:

J.A. Nenter

- 1. Witness
- 2. Witness

DGN pa

Jv07

3

"Jv07"

Acknowledgement of Debt

I, the undersigned R. N. Maluli id 5805235816086

do hereby acknowledge that;

1. I am truly and lawfully indebted to Attank's Motors (Pty) Ltd.
in the sum of R50000, arising in respect of loan
to settle the bill at Rep. House

I will be repaying the outstanding balance plus interest at 10% per annum totalling R55000.00 from 1 December 2011 and on the first working day of every month for 12 months at R4684.00 per month.

2. I furthermore acknowledge that if goods were involved that all purchases were made "voetstoots"

3. I hereby renounce the benefits of a legal exception of "non numeratae pecunias," "non causa debiti" and "errore calculi" with the full meaning and effect whereof I declare myself to be fully acquainted.

4. I choose my domicilium citandi et executandi.....
.....

5. I furthermore agree that in the event to my failure to pay any one instalment on the due date, the total outstanding amount, together with any interest, will become due and payable forthwith without notice to me.

Thus done and signed at Pretoria on this the 04
day of September 2011

Debtor: [Signature] Witness: [Signature]

[Signature]
[Signature]
DGN 03
TA

ANNEXURE DGN 12.”

Private/Privat 854 M 201 PRETORIA 0801
Postbus/Post Office 804

Verrekening Reference	871/24
Waarde Reference	LI 001/10/00
Telefoon Telephone	083-412-1882
Fakselnummer Fax number	(012) 421-4888

OFFICE OF THE COMMANDER
FACILITY MANAGEMENT
COVERT INTELLIGENCE SUPPORT
CRIME INTELLIGENCE
PRETORIA.

2010-06-02

THE SECTION COMMANDER
ASSET MANAGEMENT
COVERT INTELLIGENCE SUPPORT
CRIME INTELLIGENCE
PRETORIA

ATTN: COL BARWARD

APPLICATION FOR THE PROVISION OF SECURITY UPGRADES AT THE RESIDENCE OF
THE HEAD, CRIME INTELLIGENCE

1. Conversation between Maj Gen Lazarus and
2. Application is hereby made for security upgrades to be installed at the residence of the Head, Crime Intelligence.
3. The upgrades are necessary and should be carried out as a matter of urgency for the following reasons.
 - 3.1 Criminal activity has been taking place in the vicinity of the residence
 - 3.2 Matt died in balaciyas have been seen in the area at odd times of the night.
 - 3.3 There were reasons to believe that there is a threat to the Head, Crime Intelligence
 - 3.4 In light of the above, Covert Intelligence were tasked to carry out a threat assessment. The threat proved to be positive.
4. It is therefore recommended that the security upgrades be installed, in order to foil any further threats.
5. Hoping this application receives your favorable attention

Kind regards

TA

[Handwritten signature]
 FACILITY MANAGEMENT COVERT INTELLIGENCE SUPPORT
 COVERT INTELLIGENCE SUPPORT

[Handwritten signature]
 COLONEL
 SECTION COMMANDER, FACILITY MANAGEMENT
 COVERT INTELLIGENCE SUPPORT
 T.M. ROLOBILE

T.M. ROLOBILE COLONEL

[Handwritten signature]
 MAJOR GENERAL
 THE HEAD, COVERT INTELLIGENCE SUPPORT
 S. LAZARUS

[Handwritten signature]

[Handwritten mark]

[Handwritten signature]

TA

ANNEXURE DGN 13.”

SWORN AFFIDAVIT

I, the undersigned,

do hereby make oath and state:

1. The facts deposed to herein are true and correct and, save where the context indicates otherwise, fall within my personal knowledge.
2. I am a adult male with identity number _____ residing at _____, with telephone number _____ I am currently employed in Crime Intelligence ("CI") of the South African Police Service (SAPS).
3. I was interviewed by the DPCI Colonel K.D.Roelofse and Lt/Colonel Viljoen in the week of 2011-10-18 regarding certain claims I submitted. On Friday 2011-10-21 I decided out of my own accord to inform the DPCI investigation team of irregularities and alleged criminal conduct of myself and certain members from CI. I also informed Colonel Roelofse that I want my family and I put into the witness protection unit as I fear for my life and that of my family. I am also prepared to submit a statement of what I know. I would like to be treated as a section 204 witness if possible. My rights were explained to me by Lt/Colonel P.J.Viljoen and I fully understand it. I was not threatened or promised any deal by the investigation team. I understand that this statement can be used against me in any court or other proceedings.
4. I want to make it clear that this statement will be a broad statement of incidents that I can recall. This statement will also inform the investigation team to find specific claims which I then can comment on in detail. The reason for this is that I have been submitting claims to the secret fund since 2004. It is not possible for me to recall all the finer details of these

^h
Lt/Colonel P.J.Viljoen



TA

claims. For the period 2009-04-07 till 2011-10-24 I submitted 424 claims on my name totalling a sum of R2 804 655-80. See annexure "DGN 01".

5. I am aware that the Directorate for Priority Crime Investigation ("DPCI") arrested Lieutenant General Richard Naggie Mdluli ("Mdluli") and Colonel Heine Johannes Barnard ("Barnard") through an investigation into the secret fund of Crime Intelligence. I was also made aware that the DPCI were investigating other role players at CI in connection with secret service account monies.
6. I became aware on 2011-04-21 about this investigation when I was approached to submit a statement regarding a BMW 330d with registration number CF168-385 and a Mercedes Benz ML350odi with registration number CF 171-881. See my statement dated 2011-04-21 marked as "DGN 02"
7. I joined the SAPS on 2002-08-24 as a clerk and was posted at National Inspectorate, Pretoria.
 - On 2003-11-14 I was transferred CI, Kwazulu Natal (Clerk)
 - On 2004-07-29 I was transferred to CI, Head Office, Pretoria (Clerk) and worked under the command of Colonel Malaza
 - On 2006-02-01 I was promoted to the functional leg of Crime Intelligence as a Warrant Officer and placed for a short while under the command of Colonel Victor
 - I was later placed with Colonel Barnard managing CI vehicle fleet
 - On 2010-02-12 I was promoted to the rank of Lieutenant Colonel as part of the 250 posts. I was then placed at Supply Chain Management under Barnard. I am currently still in that post. My main function is the administration of covert premises and assets held within the Secret Service Account (SSA).

^r
Lt/Colonel P.J. Viljoen



TA

- I got to know Major-General Solomon Lazarus through volley ball in the late 1990's. We used to play in the same league in Tongaat. He is married to my mother's cousin. I was appointed by Lazarus as Lieutenant Colonel through covert advertisement process (250 posts). Lazarus is appointed as the Chief Financial Officer of the SSA. The events as described in this affidavit were done by me on instruction of Lazarus and/or Mdluli except where I would explicitly state otherwise.

8. I will deal with each incident / Information under a subheading.

9. PROMOTIONS WITHIN THE AGENT PROGRAM:

During January / February 2010 CI advertised through covert advertisement process (250 posts) post for Crime Intelligence.

Most of these posts were filled by friends or family of high ranking Police officials. Lazarus was driving this process and before these posts were even advertised, individuals were already earmarked for the above posts.

Family and friends I personally know gained by these promotions including myself;

Lazarus family or friends.

FM01

appointed as Warrant Officer.

FM02
to Captain.

appointed to Warrant Officer and few months later

FM03

appointed as Captain.

FM04

of Lazarus appointed as Lt-Colonel.

FM05

Mark Sobramoney appointed as Clerk.

FM06

appointed as Captain.

Lt/Colonel P.J. Viljoen

TA

FM31 Lazarus appointed as Constable.

FM07 - close confidant of Lazarus appointed to Colonel.

FM08 - close confidant of Lazarus appointed from Constable to Captain few months later to Lt-Colonel. (also the son of from CI).

FM09 - related to Lazarus wife appointed to Colonel.

FM10 - confidant / possible business partner promoted to Colonel.

FM32 appointed as Captain.

At a later stage but still under the umbrella of the 250 posts Lazarus appointed the following persons from the Marimuthoo family. Lazarus informed me that these family members were appointed by him as a favour to Marimuthoo senior for getting him a direct link with the National Commissioner General Cele. These members were,

Panganathan (Timmy) Marimuthoo was registered as a contact person in crime intelligence and received an amount of R50 000-00 a month. This was told to me by his handler FM08
Claims of SSA fund would prove this.

Marimuthoo FM13 who goes under the surname was appointed as a Colonel.

FM35 of Marimuthoo senior was appointed as a Lt/Colonel.

FM15 Marimuthoo senior appointed as a Captain or Lt/Colonel.

FM36 Marimuthoo senior appointed as Colonel.

FM17 Marimuthoo senior appointed as Captain.

FM18 Marimuthoo senior appointed as Clerk.

FM19 Marimuthoo senior appointed as a clerk.

Lt/Colonel P.J. Viljoen

TA

Marinda Venter's husband appointed as a Colonel at Brigadier Pitkie van Vuurens office.

Heine Barnard family.

Barnard stepson appointed as a Sergeant or Warrant Officer at one of the operational teams.

Barnard daughter appointed as a clerk at TSU.

Major General Els family.

His wife appointed as Lt-Colonel.

His daughter appointed as Captain has left the Police recently.

Ex Lieutenant General R.Lalla

fm 37 rank unknown to me.

Lieutenant -General Stander

Her nephew Johan appointed at the IT section of Ct.

Brigadier Bellingham

Her brother Everson to Colonel.

Lieutenant General Mdluli friends and family.

Apart from my normal functions as described above I was also responsible for administration of the following agents ("Mdluli family"):

- FM24
- FM25

Lt Colonel P.J. Viljoen




TA

- FM 29
- FM 30
- FM 26
- FM 28
- FM 27

The above-mentioned individuals were all appointed as agents during a recruitment process in January / February 2010. I know that Mdluli gave a list of names containing the above mentioned individuals to Lazarus for appointment into the agent program. Lazarus subsequently appointed them into the agent program.

10. PAYMENTS AND CLAIMS TO AGENTS

11. The administration I referred to above consisted of handling claims (salary, operational expenses, cars, etc) relating to the Mdluli family.

FM24, FM29, FM25 and FM30 were appointed into the program as part of the Cyber Crime Unit ("CCU"). They are supposed to report operationally to Colonel Beau Grobler ("Grobler") and therefore I do not know exactly what their taskings would be. I also do not keep an operational file in respect of their taskings.

I know that FM24, FM29, FM25 and FM30 were supposed to open and run an undercover internet café in the Cape Town area. I was responsible for the set-up of the front company. The cost involved to set up the front company amounted to approximately R 75 000.00. This was done in 2010. I cannot remember the exact date as I currently do not have access to the actual claims. The SR number for the actual premises in Cape Town is

¹
Lt/Colonel P.J. Viljoen




TA

I know that FM24, FM29, FM25 and FM30 had limited computer skills as I had to arrange basic training for them in respect of computers. The training cost approximately R20 000-00. They did not have the basic knowledge to run an internet café.

FM26 was appointed as an agent also within CCU under the command of Beau Grobber Gauteng office. Apart from handling his administration I do not know what FM26 did at the CCU. I do not have an operational file in respect of his tasking.

FM28 and FM27 works in Johannesburg. They fall directly under Barnard's command and they are employed in the loss management unit. I do not know what they actually did at this premise. This premise is leased through Daez trading.

Out of the agents I handled, the following got advances on their salary monthly namely FM24, FM29, FM25 and FM28. All these payments to them was made on instruction from Mdluli, and Lazarus would have known about it.

12. I was shown the following documentation regarding the state vehicles that was delivered to the Mdluli family:

- BMW E90 330d Sedan:** FM24 had a BMW 320 prior to this vehicle for a few months. This is her second vehicle. This vehicle was purchased from Leo Haese BMW, Hatfield, Pretoria ("Leo Haese") for a total amount of R467 313.00 by I delivered this vehicle in July 2010 to FM24 for usage. At that time she was using a SR vehicle BMW 320D which was subsequently redirected to SSA Cape Town office. This vehicle together with Exhibit 7, Exhibit 8 and Exhibit 10 were delivered in Cape Town by Lieutenant Colonel FM04 (Lazarus's), FM11 (Lazarus's), Lieutenant Colonel FM08 who accompanied us in a Mercedes Viano to transport us back to Gauteng, Warrant Officer FM38 FM02 (Currently a Captain but in the agent program and he is Lazarus's) and myself. The vehicles in question were delivered on the instruction of Lazarus. I was informed by Lazarus that I will be responsible for the petrol claims. I would receive petrol slips and toll slips on a monthly basis and I would complete the claim forms. I would also complete the monthly log sheets pertaining to the vehicle.

Lt/Colonel P.J. Viljoen

TA

- Nissan Micra 1.4 VISIA:** This vehicle was delivered to FM 30 The vehicle was bought from Nissan Atlantis, Centurion ("Nissan Atlantis") in the amount of R127 000.00 by I would receive petrol slips and toll slips on a monthly basis and I would complete the claim forms. I would also complete the monthly log sheets pertaining to the vehicle.
- VW Golf 6 1.4 TSI Trendline:** This vehicle was delivered to FM 25 This vehicle was bought from Barons Bruma, Johannesburg ("Barons Bruma") in the amount of R220 365.00 by I would receive petrol slips and toll slips on a monthly basis and I would complete the claim forms. I would also complete the monthly log sheets pertaining to the vehicle.
- Honda Jazz 1.5 EX:** This vehicle was delivered to FM 29 The vehicle was bought from Nissan Atlantis, Centurion ("Nissan Atlantis") in the amount of R172 000.00 by I would receive petrol slips and toll slips on a monthly basis and I would complete the claim forms. I would also complete the monthly log sheets pertaining to the vehicle.
- Audi A4 2.0 T FSI:** This vehicle was delivered to FM 28 The vehicle was bought from Barons Bruma in the amount of R352 309.10 by I would receive petrol slips and toll slips on a monthly basis and I would complete the claim forms. I would also complete the monthly log sheets pertaining to the vehicle.
- VW Golf 6 1.4 TSI Trendline:** This vehicle was delivered to This vehicle was bought from Barons Bruma in the amount of R221 376.00 by FM 27 I would receive petrol slips and toll slips on a monthly basis and I would complete the claim forms. I would also complete the monthly log sheets pertaining to the vehicle.
- VW Golf 6 GTI:** This vehicle was delivered to FM 26 This vehicle was bought from Barons Bruma the amount unknown to me at this stage by I would receive petrol slips and toll slips on a monthly basis and I would complete the claim forms. I would also complete the monthly log sheets pertaining to the vehicle.

✓
Lt Colonel P.J. Viljoen

TA

13. At the time I delivered the above mentioned vehicles each individual had to sign for the vehicle in question and I gave them instructions on how the vehicle is supposed to be utilized. I currently do not have access to these files. I would be more accurate in respect of delivery dates when I have access to these files.

14. The expenditure on these seven agents (vehicles, salary, cell phones, hiring of premise and set up of frontal company from March 2010 exceeds 5 million rand.

15. COVERT OFFICES AND SAFE HOUSES.

Mdluli had the exclusive use of a safe house since the day it was acquired which is situated at _____, Clearwater Estate, Boksburg. This premise is leased as a safe house by CI. The premise is leased from John Appalsami ("Appalsamf") through a close corporation called Daez trading. Appalsami is a friend of Lazarus and acts as a middle man in respect of various premises leased by CI as safe houses. I will also deal with this matter in detail when the documentation relating to the transactions is shown to me.

16. I can however state that Mdluli is the owner of a premise called _____ in Gordons Bay. CI had rented this said property as a safe house from Mdluli till end of September 2011. This premise was also leased through Daez trading.

17. I am also aware of a covert facility/camp _____ belonging to the state, in Kwazulu Natal called Island Rock. Lazarus together with certain members in Kwazulu Natal has exclusive use of this facility. Lazarus and I went there on holiday on various occasions with our families. We used our state vehicles for these holidays and all expenses were claimed from the SSA as operational expenses. I will also deal with this matter in detail when the documentation relating to the transactions is shown to me. This facility is for Lazarus friends and family exclusive use. The claims will state that we went on official duties, but hardly any work was done and most of the time family members and friends of Lazarus accompanied him on these visits. These trips will fit into long weekends or school holidays (Christmas / Easter).

18. We also leased _____ Morgan Ridge Boksburg from CL Dicks – daughter of Joe Marques of New World Motors. The monthly tariff was inflated by R2000-00. I will then

✓
Lt/Colonel P.J. Viljoen

TA

collect from Joe Marques at end year the R24 000-00 which I will split with Lazarus. This has been going on for about two years. During February/March 2011 I collected R10 000-00 from Joe as Lazarus needed it for a overseas trip with Marimuthoo senior. The arrangement with Joe was negotiated by me on Lazarus instruction.

19. The office of Colonel [redacted] who deals with agent administration at Corporate the same deal was negotiated by me on Lazarus instruction with Appelsami of Daez trading. I also collected R6000-00 from him for Lazarus trip with Marimuthoo senior this year.
20. Lalla flat in Rondebosch Cape Town was also rented by CI. This was also rented through Daez trading.
21. Both premises of Mdluli and Lalla the rent was collected on a monthly basis by myself from Appelsami and handed to the said individuals. In the case of Mdluli he seldom got this money I would use this money to pay back Mdluli advances taken on my name.
22. Various premises is being rented from Marimuthoo senior which amount to about R250 000-00 a month. Payments for these premises can be confirmed by Lt-Colonel [redacted] as he was in charge of these premises. Two of these premises situated in Kwe Zulu Natal which I personally inspected were in no state for occupation. I brought this to Lazarus intention, and he said he would deal with it further.
23. Lazarus and his family also stayed in a safe house situated in Johannesburg while his own house was being renovated. This was for period just over a year and the rent was +-R6000-00. I paid this rent from the SSA account monthly. This premise was rented only for the period Lazarus and his family made use of it and exclusively furnished from monies out of the SSA account. The year was 2005 or 2006. After the lease period the furniture from this premise was boarded. The furniture was still in excellent condition. I know the lounge suit three seater beige fabrics were given to Colonel Marinda Venter. I received a dishwasher and a television stand. Some other items were taken by Lazarus to his own house.


Lt/Colonel P.J. Viljoen



TA

24. In Boksburg we are renting through Daez exclusively for the use of Marimuthoo senior girlfriend who is a clerk in CI a safe house. Marimuthoo makes use of this premise whenever he is in Gauteng. This arrangement was Lazarus instruction to me.

25. STATE VEHICLES.

Lazarus is known to further his own agendas within CI and the broader Police structure by handing senior personnel luxury state vehicles (SR).

26. Mdluli had seven of which six were SR cars over a period in Gauteng exclusive for himself.

27. I also delivered and administered these state vehicles on behalf of Mdluli. I will deal with them separately:

- Exhibit 264 Audi Q7: This vehicle was utilized by Mdluli as his official vehicle and had permission to use this vehicle with an official driver.
- Exhibit 5 Mercedes Benz E Class Sedan E 350 CDI. This vehicle was bought from Mercedes Benz Lifestyle Centre, Menlyn in the amount of R826 780.01 by
- Exhibit 13 Mercedes Benz E 350 CDI. This vehicle was bought from Mercedes Benz Lifestyle Centre, Menlyn in the amount of R 636 950.00 by
- Exhibit 14 BMW 530D Sedan: This vehicle was bought from Leo Haese in the amount of R706 150.00 by I am aware that a discussion was held between Lazarus and Mdluli regarding the acquisition of a BMW for Mdluli's use. I was informed by Lazarus that I will be responsible for the petrol claims. I got that vehicle from our store at CI and I delivered it to Mdluli's house at Mdluli handed me petrol slips on a monthly basis and I would complete the claim forms. I would also complete the monthly log sheets pertaining to the vehicle. The information that I recorded on the log sheet is information I put in myself as the vehicle were utilized by Mdluli. I cannot however state that the information recorded on the log sheet is true and correct.


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- Exhibit 15 ML 350 – 22667: This vehicle was bought at Mercedes Benz , Umhlanga in the amount of R373 850.00 by [redacted] It was in the beginning not ment for Mdluli but for the use by the Minister of Police Nathi Mhetetwa for a short period after which Lazarus also made use of this vehicle. The vehicle was later taken to Mdluli house in Brackenfell Cape Town and put on [redacted] name. I know the vehicle was used by Mdluli when he visited Cape Town.

Mdluli also made use of a black Jeep which he did not like so a Lexus was purchased. I know that Mdluli used this vehicle before his suspension. This car is now parked at a safe house in Clear water and the keys are still with me. The car has not been driven since Mdluli arrest in March 2011. This car was taken to Mdluli on instruction of Lazarus.

28. Lieutenant General Nchwe got a vehicle a white Q5 from Lazarus. The vehicle is captured as Audi on my name. I have delivered it personally to her house with FM02 . I have not received any petrol slip for this vehicle and have not submitted claims on this vehicle for running cost. Lazarus informed me that Mdluli suggested that we purchase a vehicle for the General as there was bad blood between her and Lazarus.

29. Marimuthoo senior got a BMW X5 as a SR vehicle which claims is administered by FM08

30. Lazarus also keeps a pool of vehicles namely, Mercedes Viano, VW Caravelle. Nissan Path Finder, Nissan King Cab exclusive for members at CI close to him. These vehicles are also used to Island Rock.

31. AIRLINE TICKETS

I was also responsible for flights undertaken by the Mdluli family. The flights were booked and paid for by the SSA. I cannot recall exactly how many flights I booked as I currently do not have insight to the actual records. What I however can remember is that I made several bookings for Lyons and her and Mdluli's two (2) children to fly up to Gauteng for vacation. I made also bookings for Mdluli to fly to Cape Town.

32. The bookings were done through Mahesh (telephonically). As far as I know he works for Westville Travel Agency in Durban. To make a booking I phone him on [redacted] and he


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would then take it further. I do not fill in any paperwork regarding the bookings. I also know that Mahesh is the contact of FM 08 who is a colleague of mine. I will also deal with this in more detail when I have sight of the documents in question as the Mdluli family is not the only individuals that make use of this facility. I can also state that I know that [redacted] is paying Westville Travel Agency from the SSA.

33. [redacted] is a front company run by Crime Intelligence ("CI"). [redacted] is utilized as a procurement company who is responsible for the purchase of equipment used by CI. Barnard is the head of [redacted] and therefore responsible for all acquisitions in respect of CI. This account is open to fraud as I can fly a private person by making a booking and [redacted] won't know who the person is.

34. RENOVATIONS

I know personally of the following renovations that were done with SSA monies on instruction of Lazarus.

35. Nchwe had a burglary at her house situated in Essex wold we did a security upgrade at her home by putting up electric fencing security beams and alarm system. I personally put in an claim that was +- R40 000-00 from the SSA,
36. Mdluli house at [redacted] also had a security overall by putting electric fencing, security beams and alarm system. Also new electronic gates, cameras and burglar bars. This was paid out of the SSA, and I personally put in the claims which was two claims totalling +- R150 000-00.

37. OVERSEAS TRIPS

From 2009-11-20 to 2009-11-29 myself, Barnard, Barnard wife, Lazarus, Lazarus wife, Verter, T.Lyons, Mdluli and G.Matwayl. The reason given to me for accompanying them was that we were going to buy equipment for CI. I was informed by Lazarus that I am going on this trip and my trip will be paid out of the SSA. I informed him I am not comfortable with this arrangement and would rather fly out of the open account. Lazarus told me this was Mdluli instruction. Colonel FM 09 was present when this conversation took place. I

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knew at the time that T.Lyons was working for Home Affairs. I know that Lyons airticket was paid out of the SSA and she flew business class. Her ticket was +- R46 000-00 were my ticket was +- R10 000-00. We only spent two days buying equipment the rest of the time we were sightseeing and personal shopping. I don't know what equipment bought with state money during this trip was for private use except for a camera which I wanted to buy for my sister and Lazarus said don't worry we will get it with the SSA monies. That camera was bought and I gave it to my sister on my return to RSA. The value in SA rands of the camera was +- R5000-00. I also used +- 1000\$ USA from the monies that were ment for equipment. Lazarus had knowledge of this as well as Barnard. We did not want customs to know what equipment we were bringing into the country so Mdluli asked his contact at the airport to assist us. My accommodation, flight was paid out of the SSA. I also know that Lyons and Venter expenses were paid out of the SSA. On my return I was also paid SNT as well as Venter from funds from the SSA account which amounted to +- R4000-00 each. These claims were approved by Lazarus.

38. On 2009-11-03 I was called into Lazarus office. He informed me that there was an envelope on his table and that I must take the said envelope and I must keep it with me. Lazarus said he will discuss the envelope later with me as he was in a meeting with Colonel Heinne. When I was later called by Lazarus I found Barnard also present. Lazarus informed me that they secured a R50 000-00 loan from Mr Venter of Nissan Atlantic. The loan was secured on Mdluli behalf. Lazarus said the R50 000-00 was for a air ticket for Mdluli wife V.L.Mdluli who will be accompany him on a trip to China. Lazarus further informed me to get R50 000-00 from the SSA for Mdluli ticket. I put in an advance which Barnard approved. I later went to flight centre where I bought two tickets. The change I kept on Lazarus instruction and can recall that I handed some of these monies to Mdluli at the airport before his departure on this trip. Mdluli informed me this trip was to visit his daughter which was studying in China.

39. This transaction made me feel uncomfortable as it seems it was a private trip where SSA funds were used by Mdluli and the advanced was against my name. I therefore kept a type note of what transpired as well as the flight tickets I bought. This was only done to cover myself on the advance against my name. I attached this typed note and copies of the E-ticket receipts of payments to flight centre as "DGN 03". I cannot recall how the advance claim was reconciled.

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40. MDLULI PRIVATE BMW TRANSACTION

Mdluli private vehicle was a BMW 730D registration XWT151GP. Lazarus instructed me to take the BMW of Mdluli to Nissan Atlantis. I handed the said vehicle to Mr. Jan Venter and I left it there. After about one to two weeks I was asked by Mr Barnard to take the BMW to Leo Hasee and I left it with Nico Visser. Barnard said to me the reason for me taking the vehicle to Leo Hasee is that they struggling to get a decent price at Nissan Atlantis.

41. I know about a deficit of about R50.000.00 on Mdluli BMW, because Lazarus told me that. I was told that Mdluli had a shortfall of R50 000-00 and a loan agreement were drawn up between Jan Venter of Nissan Atlantis and Mdluli. I went to Jan Venter to have the loan agreement drawn up between Jan Venter and Mdluli. I took it to Mdluli on instruction of Gen Lazarus to have it signed and after it was signed by Mdluli in his office I took it back at a later stage when this investigation started to Jan Venter.

42. I saw Mdluli two months ago but I do not know if he has contact with the office. On instruction of Gen Lazarus I went to Gen Mdluli. Mdluli handed me a written document to take to Jan Venter. Mr Venter drew up a new agreement base the first loan. I took it back to Mdluli to have it signed. I met Mdluli at Nando car park in Bokskburg. After it was signed by Mdluli I took it back to Jan Venter and he gave me a copy to give to Mdluli. I handed this copy to Mdluli son Clement.

43. In April 2011 when I was approached by AFU as mentioned in paragraph 6 of this statement, I had a discussion with either Barnard or Lazarus who informed me that Mdluli BMW were part of a deal with Leo Hasee were two vehicles were bought with SSA funds. I was not told which two vehicles were bought.

44. Also during that period AFU approached me for a second statement relating on whose instruction I took the vehicles mentioned in paragraph 6 to Cape Town. I went to Lazarus who in my presence phoned Nascom (Cele) and informed him about AFU enquiry. After Lazarus finished with the call he informed me to do nothing as Nascom will take it further with the necessary persons.

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46. SSA MONIES FOR MY BENEFIT

During my tenure at CI I have also submitted false claims to my own benefit. Lazarus was aware of some of these false claims and did not have a problem with it.

At this stage I cannot recall all of these false claims but the following I can recall;

False windscreen claims at New World Motors which will work by my getting a receipt from New World Motors for services not rendered.

False receipts obtained from Masons furniture by getting a receipt for items not bought.

There is much more but would only be able to point them out once I have the claims in front of me.

I am pretty sure that my own false claims is in excess of R100 000-00.

46. AUCTIONS OF SR VEHICLES

Most of the SR vehicles that are boarded get bought by New World Motors. Some of these vehicles then get minor repairs done and then sold back to SSA at inflated prices. Also members of CI buys SR vehicles back from New World Motors as private vehicles at a same price what he would pay from the auction. I know for fact this also gets done so that kickback from New World Motors goes to Barnard to cover shortfalls on claims that were used for other purposes. I have collected on numerous occasions monies from New World Motors for this purpose. I know that Lazarus nephew also benefitted by these auctions.

47. NISSAN ATLANTIS

Jan Venter of Nissan Atlantis has given many members of CI big discounts on private vehicles due to the amount of money spent by SSA at his company. I myself got a civic Honda for my wife which I received +-R30 000-00 benefit to what a normal person would have to pay. Lazarus bought Golf, Golf, Kai Picanto, Honda crv, Nissan Murano, two quad

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bikes, scooter and a motorbike. His discount amounts more than R300 000-00. My wife's niece bought a mini cooper which I got a discount of +-R30 000-00. Barnard also got a Navara at a big discount.

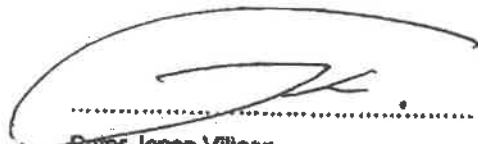
48. I have started 10:00 this morning with this statement and have not touched on all criminal acts that I have knowledge of happening at the SSA office head office and SSA office Durban. I have just given a broad overview off what is happening in the SSA since 2004. I will have to deal on a later stage with other incidents. I know that the following close confidants like I was with Lazarus are doing the same as me. They are FM07, FM08, FM10 and FM09.

49. I know and understand the contents of this declaration.

I have no objection to taking the prescribed oath.

I consider the prescribed oath to be binding on my conscience.

I certify that the deponent has acknowledged that he knows and understands the contents of this declaration, which was sworn to before me and the deponent's signature was placed thereon in my presence at on 2011-10-25 at 17:25



Peter Janse Viljoen
Directorate Priority Crime Investigations
South African Police Services

Rank :

Ex - officio : Republic of South Africa

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Lt/Colonel P.J. Viljoen

