BEFORE THE JUDICIAL COMMISSION OF ENQUIRY INTO STATE CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE

HELD AT PARKTOWN, JOHANNESBURG

In re the application of: -

KEVIN WAKEFORD Applicant/Implicated person

In re the evidence of: -

ANGELO AGRIZZI Evidence giver
FRANS HENDRIK STEYN VORSTER Evidence giver

AFFIDAVIT/STATEMENT: IN REPLY TO THE ANSWERING AFFIDAVITS OF ANGELO AGRIZZI AND FRANS HENDRIK STEYN VORSTER

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A. DEPONENT

I, the undersigned,

KEVIN PETER EDWIN WAKEFORD

do hereby make oath and state that: -

1. I am the applicant herein.

2. The facts and allegations herein contained are within my personal knowledge, save as stated or appears otherwise, and are to the best of my belief both true and correct.

3. My full details are set out in my founding affidavit to my notice of application for leave to give evidence before the learned Commissioner and to cross-examine the witnesses Agrizzi and Vorster.

B. PROLOGUE

4. This is my replying affidavit to the aforementioned witnesses' answering affidavits which fall to be dealt with together, as I do herein.

5. I submit, with respect, Agrizzi's in his answering affidavit Agrizzi does not address the facts and evidence put up in my founding affidavit addressing his allegations before the Commission. Instead he baldly denies same.

6. Not one of his 123 pages including 84 annexures, advances the allegations which I dispute in my founding affidavit. In fact, many of the annexures corroborate my founding affidavit.

7. I submit that all the allegations by Agrizzi and Vorster are bereft of evidential weight, fabricated and calculated to deceive the Commission. I submit same will be rejected once tested under cross-examination.

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8. Before dealing *ad seriatim* with the affidavits of Agrizzi and Vorster, I propose to proceed as follows. I will first deal with annexures, then I make my denial clear, next I will deal, to the extent necessary, with condonation in respect of my replying affidavit to the affidavit of Vorster, and lastly, I will make certain introductory remarks.

C. ANNEXURES

9. Inexplicably, Agrizzi has used my initials to identify the annexures to his answering affidavit. Accordingly, where I refer to the annexures to his affidavit, I say so with words to the effect of "to Agrizzi's affidavit" or similar.

10. I have three separately numbered annexures, namely "KWA", "KWB and "KWR". KWR consists of 236 pages making up various documents many of which are already in the public domain. Where appropriate I have redacted the names of persons not involved in the commission.

D. DENIAL

11. As I did in my founding affidavit I again deny, unequivocally, the allegations made by Agrizzi and Vorster purporting to implicate me in corrupt, fraudulent, unlawful and wrongful conduct in relation to Bosasa or at all.

12. I repeat that Agrizzi's and Vorster's allegations in relation to me are blatant and malicious false allegations calculated to deceive the Commission and to damage me.

13. I have read and considered Agrizzi's and Vorster's answering affidavits and respond thereto as set out further below. Where I inadvertently fail to deny any particular aspect, whether nuanced or otherwise, I submit with respect that with reference to my founding affidavit and what I set out hereinbelow, that apart from concessions and mere noting by Agrizzi or Vorster, there is practically nothing in their version that I concede and do not deny.

K.W.

E. CONDONATION

14. To the extent necessary I hereby seek condonation of the learned Commissioner for the lapse of time between my receipt of Vorster's answering affidavit on 6 June 2019 and my reply thereto as set out herein.

15. While I appreciate that there are no time periods prescribed in the rules for witnesses to file and serve answering affidavits within and that (to my knowledge) neither the learned Commissioner nor the secretariat set any for the witnesses to comply with, the time periods for which I seek condonation are with respect not material when compared to the lapse of time (months at a time) before I received Agrizzi and Vorster's affidavits.

16. I served my application on or about 26 February 2019.

17. I submit that in all the circumstances I brought my application with alacrity and condonation falls to be granted.

18. On 26 March 2019 Agrizzi deposed to a further affidavit and then testified on 29 March 2019 making new and again unsubstantiated allegations against me. For ease of reference and convenience I annex page 48 of Agrizzi's further affidavit marked **"KWA"** and refer to paragraphs 140 and 142 thereof, as well as pages 90 and 91 of the transcript of Agrizzi's evidence on 29 March 2019, marked **"KWB"**.

19. On 6 June 2019, more than three months after service of my application the Secretariat furnished me with Agrizzi's and Vorster's answering affidavits.

20. In the meantime, I called for copies of Agrizzi's further affidavit and transcript of further evidence.

21. On 18 June 2019 I obtained a copy of Agrizzi's further affidavit and the transcript and on 1 July 2019 I served my supplementary founding affidavit.

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22. On 16 September 2019, two and a half months later, the Secretariat furnished me with Agrizzi's supplementary answering affidavit to my supplementary founding affidavit whereupon I could finalise this replying affidavit.

23. As stated above, Agrizzi's and Vorster's answering affidavits fall to be dealt with together.

24. The record of correspondence between the Secretariat and my attorneys demonstrates with respect that I was not supine in communicating with the secretariat, calling for the answering and supplementary affidavits and persisting in my application. The various correspondence and telephonic interactions between my attorneys and the Secretariat ought not, in my respectful submission, to be in dispute between same.

25. My election not to deal with Vorster's answering affidavit immediately upon receipt thereof, but rather together with Agrizzi's, in no way in my respectful submission caused any prejudice to the Commission and its business, Vorster or the interests of justice.

26. On the contrary, the delays in my receipt of Agrizzi's affidavits has redounded to my prejudice.

27. I have *inter alia* endured fake sms's (letters of Urgent demand) allegedly from "SARS" verified as "fake" by my accountant as the contents do not reflect on my SARS profile. The media have carried articles concerning Agrizzi's allegations against me as "Gospel Truth" albeit that none of the allegations have been tested. I have forfeited a significant employment opportunity in the energy sector due to Agrizzi's fabrications. My bank has requested records that I never have been required to provide before. My family has been traumatized and is constantly concerned about my safety after the untimely death of Gavin Watson.

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28. I respectfully submit that for my part I have treated the prosecution of my application before the Commission with alacrity and intent to have same heard by the learned Commissioner.

29. I respectfully submit that it is the tardiness of Agrizzi which has held up this application, caused me prejudice and caused prejudice which the Commission and the interests of justice may have suffered, if any.

F. INTRODUCTORY REMARKS

30. I appreciate that the Commission is not a court of law, and that the learned Commissioner will exercise a discretion. However, I submit that the following is material to my application.

31. The Commission's written application procedure is evidently not to resolve factual disputes and issues arising but to *inter alia* identify the factual disputes and issues arising, and secure the relevant evidence for a decision whether the application, issues and evidence is germane to the business of the Commission. As appears from my founding affidavit, my application is based *inter alia* on:

31.1. the fact that I did not receive notice in terms of Rule 3.3 but had to learn of Agrizzi's fabricated allegations in the media;

31.2. the untested allegations of Agrizzi and Vorster purport to implicate me in the business of the Commission relating to Bosasa;

31.3. my denial of the veracity of their allegations and their lack of evidence;

31.4. my challenge to Agrizzi and Vorster's credibility as witnesses;

31.5. the evidence I put up and can give to show that they intentionally seek to mislead the commission, at least in relation to me; and

31.6. the fact that I am personally knowledgeable to speak to the allegations

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and issues raised by Agrizzi and Vorster against me in relation to Bosasa as an aspect of the business of the Commission, and to vindicate my contentions.

32. If the evidence in relation to me did not fall within the business of the Commission then I have no doubt the legal team would not have led Agrizzi on same.

33. I submit that my application demonstrates issues which include the reliability of Agrizzi and Vorster's evidence and whether they have perjured themselves before the Commission, which substantially advance the business of the Commission.

34. Furthermore, If Agrizzi is to be believed then the learned Commissioner will want to hear my evidence with a view to assessing and making findings on same.

35. Neither Agrizzi nor Vorster in fact oppose my application. They both state that they will abide the decision of the learned commissioner.

36. Both witnesses admit that the facts and allegations contained in my founding and supplementary founding affidavits, are within my personal knowledge, save as stated or appears otherwise, and are to the best of my belief both true and correct.

37. Indeed, they then contradict themselves and deny allegations I make. However, that can, with respect, only be resolved by way of my oral evidence and my cross examination of Agrizzi.

38. I am not a stranger to a Commission such as this. I recall my experience as a key witness at the Commission into the rapid depreciation of the Rand in 2002 (the Rand Commission). It has been both concerting and detrimental to me that Agrizzi has been allowed to adapt and add to his evidence after receiving my application.

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39. Nearly eight months after Agrizzi's televised oral evidence, which falsely implicated me, it remains untested and his is the only *"truth"* in the court of public opinion.

40. My experience in the Rand Commission was that my evidence was thoroughly interrogated and investigated even before I gave oral evidence in the Commission. I was immediately cross-examined and those implicated by my evidence were immediately given the opportunity to put their version to the Commission and cross-examine me.

41. As far as I am aware, there are not many people implicated by Agrizzi who have requested to exercise their rights under rule 3 of the Commission.

42. I have expended significant amounts of money on legal costs and my personal, professional and career life have been severely stunted by Agrizzi's conduct.

G. *AD SERIATIM* RESPONSE TO AGRIZZI'S AND VORSTER'S ANSWERING AFFIDAVITS

G1. Ad Vorster's answering affidavit

43. Save for what I deal with hereinbelow, I deny each and every allegation contained in Vorster's answering affidavit as if specifically traversed, including that the facts contained therein are in Vorster's personal knowledge and true and correct.

44. As demonstrated further below in dealing with Agrizzi's affidavit, Vorster materially adapts his evidence in his paragraph 5. In Vorster's evidence at the Commission on 30 January, he specified that these orders commenced in 2009 and continued for "nearly a year" and thus into 2010. Now Vorster purports that these orders occurred over 2009 to 2011.

45. Furthermore, in paragraph 5, Vorster references new evidence pertaining to him arranging a 4-ton cooling unit truck to travel down to the Eastern Cape. I have

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no knowledge of any involvement he had on the part of Bosasa herein and accordingly deny same.

46. In the last paragraph under '5', Vorster attempts to suggest that I am dishonestly saying that we have not met, by referencing a discussion he "purportedly" had with Angelo Agrizzi and Gavin Watson in 2011 regarding Vorster arranging a truck to travel to the farm of Ronnie Watson. At no point in this paragraph of Vorster's evidence where he is suggesting we have met, does Vorster state how or where we met or that we actually met. The very conversation Vorster references does not even mention my name.

47. I persist in my denial that I have ever met Vorster.

G2. Ad Agrizzi's answering affidavit

48. **AD PARAGRAPH 1**

The allegations herein contained are denied. Agrizzi abuses what is in his personal knowledge to a dishonest and false end.

49. **AD PARAGRAPH 2**

Save to state that Agrizzi does not challenge my application and merely abides the decision of the learned Commissioner, the allegations herein contained are noted.

50. **AD PARAGRAPH 3**

I note that Agrizzi does not dispute my paragraph 2, namely that the facts and allegations in my founding affidavit are within my personal knowledge and are to the best of my belief both true and correct.

51. **AD PARAGRAPH 4.2**

The allegations herein contained are denied.

PM K.G.

52. **AD PARAGRAPH 4.3**

52.1. The allegations herein contained are denied.

52.2. I deal fully with the contents hereof in paragraphs 59 to 65, 67 to 72, 135 and 95 of my founding affidavit dated 25 February 2019.

52.3. In respect of Agrizzi's statement that "*Kevin Wakeford is a long- standing friend of Gavin Watson*" I dealt fully with my relationship with the Watson family in paragraphs 59 – 65 of my statement dated 25 February 2019. Agrizzi simply repeats himself without responding to this part of my statement with the clear objective of canvassing credibility for his unsubstantiated allegations against me.

52.4. In paragraph 4.3 of Agrizzi's answer he goes further by stating that I "*was often consulted on SARS and other issues by Gavin Watson*". I fully explain my working relationship with Bosasa in paragraphs 67 – 72 of my statement dated 25 February 2019. I repeat my statement in paragraph 135: *"I have disclosed my true relationship to Bosasa as a retained consultant at all material times*". I further, in paragraph 94 of my statement state: *"No agreement for the provision of services in relation to SARS investigations between myself and Bosasa ever existed. No agreement between myself and Bosasa for R100 000.00 per month ever existed either."*

53. **AD PARAGRAPHS 4.4 AND 4.5**

53.1. The allegations herein contained are denied.

53.2. I have disproven these allegations in detail in paragraphs 91 to 96 of my statement of 25 February 2019.

53.3. Agrizzi in his response fails to answer my explanation that payment of

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R100 000.00 was in respect of both the monthly retainer and the payment of arrears owing to me.

53.4. From December 2009 to June 2010, as well as from September 2010 to February 2011, Bosasa did not pay my monthly retainer despite numerous requests from myself to Agrizzi, without response. The subsequent *"double payments"* of R100,000.00 per month over the periods June to August 2010 as well as February to October 2011, are merely catch-up payments to pay for those particular months as well as prior unpaid months.

53.5. Annexures KW-004, KW-0010, KW–013, KW-030, and KW-032 to Agrizzi's affidavit in fact corroborate my explanation.

53.6. In Annexure KW-004 (as also **KWR007**) to Agrizzi's affidavit (an email sent to Agrizzi on 21 August 2010), I specifically address that the payment received is a catch-up for previously unpaid invoices: *"Any conclusion on my July 2010 (catch up) payment! If there are any matters that I am unaware of please let me know. No offence!"*

53.7. This is then reiterated in Annexure KW-013 (also **KWR008**) to Agrizzi's affidavit, where I say specifically to Agrizzi in October 2010, *"As you well know, I ceased invoicing the Group of companies at the beginning of 2010 as I sensed there were problems and continued assisting where and when I could add value out of friendship and loyalty to a company that have stood with me since mid-2006. I was then told that the Group wanted to compensate me with R400 000.00 that was due to me. I did nothing. A month later I saw R100 000.00 deposited into my business account. I then rang you and asked whether I should invoice you on a "catch up" basis. You agreed!"*

53.8. It could not be clearer from the above, that the "double payments" in the

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amount of R100,000 (excluding VAT) received were as catch-up payments to compensate me for previously unpaid months, at that time 7 months (December 2009 to June 2010). This amounted to R350,000 ex VAT (R399,000 including VAT) at the time.

53.9. This is also evident from Annexure KW-032 (also **KWR009**) to Agrizzi's affidavit where I write to Agrizzi on 24 July 2011 saying, "*You will remember that I discussed with you and Gavin an amount of around R260 000 that is owing to me about 3 weeks ago. How should I invoice that? Should I add a portion monthly or do you suggest another solution.*"

53.10. As is clear from the schedule annexed marked "**KWR001-004**", at the time of the discussion with Agrizzi and Gavin Watson referred to in my eMail to Agrizzi on 24 July 2011, the monthly payments of the 5 months from October 2010 to February 2011, were still outstanding which would have amounted to R250 000 (excluding VAT).

53.11. Agrizzi has at no stage, provided any proof of the alleged "*agreement for R100,000 per month*". He has also not provided any proof of any "*agreement*" between Bosasa and me for services in relation to any SARS investigation.

53.12. I again refer to the Fullserve report (KW8 to my founding affidavit) annexed hereto for convenience marked **KWR005-006**, which confirms that once all catch-up payments had been paid, my retainer returned to R50,000 per month (excluding VAT).

54. **AD PARAGRAPH 4.6**

54.1. The allegations herein contained are denied.

54.2. In a gratuitous fashion, Agrizzi introduces new allegations not made in his affidavits of 15 January 2019 and 26 March 2019 or in his oral evidence

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before the Commission.

54.3. No doubt, upon reading my statement, Agrizzi realised that his initial allegations have been refuted and embarks on a new campaign of false and fabricated allegations now in relation to the then Minister of Correctional Services.

54.4. With reference to Annexures KW-081 and KW-084 to Agrizzi's affidavit, Agrizzi in an opportunistic fashion attempts to falsely allege that the words *"I am waiting for her to get back to me"* and *"I need to see the lady at 7h30 Friday!"* refer to the Minister of Correctional Services. I deny this.

54.5. KW-082 (annexed marked **KWR010**) to Agrizzi's affidavit was written on the same day but relates to a proposed transaction whereby Bosasa was potentially going to use my brother-in-law's electrical business (of which I was a minority shareholder) as their implementation partner on a number of projects. I had requested Agrizzi as the Operations Chief to prepare a report on the description and extent of services required of the company. In my e mail of 20 June 2019 sent at 12:34 (his annexure KW-082) I state the following: *"For disclosure purposes, I wish to note that I am a minority shareholder in the business"*. My intention was to clearly disclose this information to ensure that I, as consultant to Bosasa, could not be accused of having a conflict of interest.

54.6. Agrizzi has attached an arbitrary email request to meet up in (annexure KW – 083). Given that this is a one-line request to meet from in excess of 8 years ago, I cannot reasonably recall what I wished to discuss with Agrizzi but this would have been in regards to my general functions as a consultant to Bosasa.

55. **AD PARAGRAPHS 4.7 AND 4.8**

55.1. Again, Agrizzi introduces new allegations. While he states in this

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paragraph *"I am attaching copies of emails that he was involved in discussions with Correctional Services on behalf of Bosasa…."*, there are in fact no emails attached which show this.

55.2. Agrizzi attempts to link the abovementioned emails to an email from a month earlier (his KW-001) in relation to a hunting trip on Ronnie Watson's farm and the distribution of the meat therefrom at the time, to persons including Charles Nqakula who is a long standing friend of Ronnie Warson, and where I had assisted in getting the meat delivered in Johannesburg. I deny the alleged link between the emails.

55.3. Save as aforestated the allegations herein contained are denied.

56. **AD PARAGRAPHS 4.9 AND 4.10**

56.1. The allegations herein contained are denied.

56.2. I have no knowledge of the email Agrizzi attaches as KW-035 and I dispute their authenticity.

56.3. I have never called or referred to Mr Mike Ramagoma as "*Smarties*" and deny that I have ever referred to money as *"confectionary"*. These are fabrications of Agrizzi.

56.4. I further deny that I ever paid Mr Mike Ramagoma money to interact with the Minister Mapisa Nqakula, nor is this accusation consistent within Agrizzi's own affidavit. In paragraph 4.9 of his affidavit, Agrizzi says that money was provided to Ramagoma *"for the benefit of interacting on behalf of Bosasa"* with the Minister, however in paragraph 4.7 Agrizzi says Valence Watson and myself were communicating with the Minister directly over the same period.

57. **AD PARAGRAPHS 4.11 AND 4.12**

57.1. The allegations herein contained are denied.

57.2. Agrizzi once again lies here. My email attached to Agrizzi's affidavit as KW-37-1 is a *bona fide* request for a quote for cement. I was doing renovations to my home in Johannesburg at the time. I had consulted for Bosasa since 2006 and I had no reason whatsoever to use code language as a disguise for my consultancy fees. As far as the quote for cement goes, Agrizzi in fact did not respond to my request and I never obtained the cement through Bosasa.

57.3. Furthermore, on his annexure KW-37.1, Agrizzi writes that this was "circa when cement started", yet in paragraph 4.11 he purports this request for a quote for cement was "as a guise" for my "fees" "for the services provided" by myself. As such Agrizzi's affidavit and its attachments completely contradict each other.

58. **AD PARAGRAPHS 4.13 AND 4.14**

58.1. The allegations herein contained are denied.

58.2. I deal fully with these allegations in paragraphs 92, 97 and 99 to 105 of my statement of 25 February 2019.

58.3. Frans Vorster in his affidavit to the Commission, as well as his oral evidence before the Commission, alleged that I would call him, and instruct him to buy and deliver wet and dry cement to Meyerton (which I deny). Vorster said this commenced in 2009 and continued for "*nearly a year*".

58.4. According to Agrizzi's evidence, the affidavits of all the "whistle-blowers" were prepared in conjunction with each other.

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58.5. In paragraph 96 of my founding affidavit, I identified that the only correspondence Bosasa received from SARS over this period was on 18 August 2010, with the subsequent information request from SARS only being drafted on 23 March 2011 (KW9 to my FA). As such it would have been impossible for anyone to have had assisted Bosasa with a "major SARS investigation", by late 2009, as no such investigation occurred until 2011.

58.6. Pursuant to my application, Agrizzi adapts his version in paragraph 4.12, that the initial request for cement was in July 2011 and not in 2009, and that this was not a phone call to Vorster but an email to Agrizzi.

58.7. Vorster in his response affidavit to my affidavit, has also since adapted his evidence now saying in paragraph 5, that "*to the best of my recollection these orders for cement took place between 2009 and 2011*", where Vorster previously told the Commission that this commenced in 2009 and continued for "*nearly a year*".

59. **AD PARAGRAPH 5.1**

I note that Agrizzi does not oppose my application and abides the decision of the learned commissioner.

60. **AD PARAGRAPH 7**

The allegations herein contained are denied.

61. **AD PARAGRAPHS 14.1, 15.2 AND 16.1**

I note that Agrizzi does not in fact oppose my application and abides the decision of the learned commissioner.

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62. **AD PARAGRAPH 15.1**

I specifically deny that Agrizzi has given reliable evidence, at least not in relation to me.

63. **AD PARAGRAPH 17.2**

The allegations herein contained are denied and Agrizzi is put to the proof thereof.

64. **AD PARAGRAPHS 19 AND 21**

64.1. I deny that I ever introduced Agrizzi or Gavin Watson to any SANDF General, and I deny that I attended any such dinner with Agrizzi and Watson.

64.2. It is instructive that Agrizzi remembers all of the details of the purported meeting but cannot remember the name of the so-called "*General in the South African Defence Force*" (sic).

64.3. In spite of Agrizzi attempting to portray me as corrupt and as "an alter ego of the Watson family", Agrizzi himself admits that he cannot demonstrate me exploiting my position, for the benefit of Bosasa, as CEO of ARMSCOR over a period of 4 years.

65. **AD PARAGRAPHS 22 TO 22.1.3**

65.1. Agrizzi's denial is false and largely hearsay.

65.2. I was specifically told by Agrizzi that Giancarlo Agrizzi wished to advise the Department through his advisory company, the Indlala Group of Companies, of which Giancarlo was the Managing Director.

65.3. In an article published by The Citizen on 19 January 2019 (see **KWR016-018**), Giancarlo Agrizzi himself admits that his father Angelo Agrizzi told

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him to start the Indlala Group of Companies in 2014, one year before Giancarlo requested the meeting with me at ARMSCOR (The company was registered as GLZ Group of Companies but traded as Indlala Group of Companies).

65.4. Giancarlo Agrizzi stated that the company would provide "*consultancy services to various government agencies*" (see **KWR017**).

65.5. In paragraph 22.1.3 of his affidavit Agrizzi now suggests that his "*son who was a university student would never have been in any position to advise Armscor nor the Department of Defence on defence and security policies.*" The allegation by me is that Agrizzi was fronting behind his son.

65.6. A perusal of the LinkedIn page of the company goes further to demonstrate the services of the company, being Crises Management, Sophisticated Intelligence, and Public Relations. (see **KWR019**)

65.7. The page purports that "*Indlala's crises management team is strategically comprised of specialists in a variety of fields*", that "*Indlala ensures that when a company or **state department** is met with a crisis, a team of specialists are deployed immediately*", and that "*both private and **public sector** have chosen to work with the Indlala group*".

65.8. Furthermore, on the Indlala webpage from August 2015 (see **KWR020**), which has since been taken down, Ilizwe Defence and Security is one of the Indlala group's companies. The service offering of Ilizwe is defined on the website;

65.8.1. "*Defense and security institutions (defense ministries, military commands, regional and national security organizations, and intelligence agencies) are under intense pressure to maintain a high level of security for citizens while substantially reducing*

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expenditures. At ilizwe we help defense and security institutions meet this challenge. Our work in defense and security covers a wide range of topics. For instance, we help clients develop and execute strategic plans, analyze organizational behavior, explore new methods to improve operational efficiency, and redesign and implement IT infrastructure and systems."

65.8.2. This demonstrates that Giancarlo Agrizzi was indeed purporting to have the capacity to not only be able to advise on security and defense measures at the time, but specifically to the Ministry of Defense, in spite of him still being a university student at the time.

65.9. Per Giancarlo Agrizzi's own statement in the article listed above, he formed this company (under the name GLZ Group of Companies) in 2014, more than a year before requesting any meeting with me. This is confirmed by CIPC records (see **KWR021**), which show that the company was incorporated in August 2014, with the directors on record being Giancarlo Agrizzi and Luyolo Mphithi (see **KWR025**) from 21 August 2014 and who were still the directors on record at the time of the pulling of the CIPC report on 18 July 2019. In addition to the two aforementioned directors, Dikeledi Selowa recognized herself as another director of Indlala Group of Companies from August 2014 to December 2015 (see **KWR022-024**).

65.10. At the time of Giancarlo Agrizzi accepting an appointment to intern with the ANC in May 2015, the other 2 directors he appointed to his company, Luyolo Mphithi (see **KWR025**) and Dikeledi Selowa (see **KWR022-023**), had both been Chairperson of the Democratic Alliance Student Organisation at Wits University, and are both still employed by the

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Democratic Alliance today. Luyolo Mphithi is the DA Youth Federal Leader, and Dikeledi Selowa is a PR Councillor for the DA.

65.11. This is however not surprising, given the Agrizzi families close links to high ranking individuals within the Democratic Alliance, where Angelo Agrizzi himself purports to be close friends with DA Shadow Minister of Justice Glynnis Breytenbach and DA Member of Parliament Werner Horn, where video evidence of both the aforementioned frequenting the home of Agrizzi was released recently as part of the "Bosasa Files" on Biznews website. I have attached those screenshots from the videos of Glynnis Breytenbach and Werner Horn at the home of Agrizzi. (see **KWR026-027**)

65.12. It must be noted that Breytenbach withdrew her candidacy for the position of the National Director of Public Prosecution in 2018 on the belief that the position should be "independent of political influence". However, when Agrizzi wished to "come forth" with purported information on high-ranking members of the ANC, Breytenbach does not appear to have believed that this process should be "independent" of her "political influence".

65.13. I believe that this is a key motivating factor in Agrizzi's submission to the Commission. That Bosasa and myself inter alia, were used as a politically expedient means for Agrizzi, Breytenbach, Horn and and/or the Democratic Alliance to utilise ourselves in electioneering in the lead up to the May 2019 general elections. Breytenbach has however subsequently denied publicly that she; is friend with Agrizzi, is close with Agrizzi, has an understanding of what high-ranking means, or that she is "high-ranking" within the DA herself, in spite of being the shadow minister of justice.

66. **AD PARAGRAPH 22.1.4**

I gave my daughter's CV to Agrizzi as he was a long-standing member of the

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Chef's Association. I requested him to hand it to the Association in the normal course of applying for a learnership for my daughter. Agrizzi's assistance never materialised. Although Agrizzi references my daughter's CV as his Annexure KW – 037.2 it is not attached, and the said annexure refers to Christine Qunta and not to my daughter.

67. **AD PARAGRAPHS 22.1.5, 23.1 AND 23.2**

67.1. The allegations herein contained are denied.

67.2. It appears Agrizzi incorrectly references KW-037.2 of his affidavit, when he means to reference KW-038.

67.3. The emails are irrelevant and demonstrate that on occasion I would forward the detail of individuals who were looking for work and who I could vouch for would be of value to Bosasa through their skillset.

67.4. It is unclear to me why Agrizzi has raised this in his response as the mails clearly do not require him to do me a personal favour or that I would in turn give favour to him or to Bosasa in return for appointing any of these individuals.

67.5. Furthermore, the person mentioned was merely the position of a Personal Assistant that had worked for my company previously, and had absolutely no decision-making power within Home Affairs, as I believe Agrizzi is attempting to deceive the Commission into believing.

68. **AD PARAGRAPH 23.3**

I responded comprehensively to Agrizzi's paragraphs 43.1 to 43.5 in paragraphs 59 – 97 of my statement dated 25 February 2019.

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69. **AD PARAGRAPHS 24 AND 25**

69.1. Agrizzi incorrectly refers to my paragraph 49 as being paragraph 48.

69.2. Save as aforesaid the allegations herein contained are denied.

70. AD PARAGRAPH 26

70.1. When asked by Advocate Pretorius on 16 January 2019 at the Commission, *"it will be put to you in cross-examination in due course, why you took so long to come forward"*, Agrizzi responded, *"I had a near death experience where I was admitted into hospital and I had a tumour on my heart. I was in a coma and when I came out of the coma, myself and my family had made a conscience decision that we will clean up where we had made mistakes before."*

70.2. In his oral evidence to the Commission on 29 January 2019, Agrizzi confirms that he *"walked into Life hospital and they said to me that I have tumour on the heart and they had to do emergency procedure"* on 25 December 2016. Therefore, according to Agrizzi's evidence he decided to come forward with his allegations in December 2016.

70.3. However, in the attached emails from the "Bosasa Files" sent by Agrizzi to the Bosasa Group Legal Advisor on 07 March 2018 (see **KWR028-032**) and 19 March 2018 (see **KWR033-038**), one can see that Agrizzi was still requesting reemployment with Bosasa 15 months after his purported Damascene experience in December 2016.

70.4. Indeed, on 27 August 2019 in a recording made of Andries van Tonder, of which the transcription is attached here (see **KWR039-104**), van Tonder confirmed that Agrizzi wished to be appointed the CEO of Bosasa. In the transcription, van Tonder says, *"let Angelo run it together with you, you*

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know, with, with, with you guys, and the people he wants to do it with". "Let him run it. But he must be, he needs to be the CEO". (see **KWR045**)

70.5. This confirms Agrizzi's desire to return to Bosasa to be CEO on 27 August 2018, almost 2 years subsequent to his purported desire to "come clean".

70.6. Agrizzi then said in his oral evidence at the Commission on 29 January 2019: *"on 31 August 2018 I get a call in the afternoon from City Press. They have just had a meeting with Joe Gumede and Papa Leshabane. They have just had a meeting with Joe Gumede and Papa Leshabane and they want to send me comments, questions. Chair I did not even know that they had opened up a police case against me Joe Gumede and Papa Leshabane at Douglasdale Police Station."*

70.7. This confirms that on 31 August 2018, Agrizzi became aware that Bosasa directors, Leshabane and Gumede, had opened criminal cases against him.

70.8. Thus, it was only subsequent to Agrizzi being informed of criminal charges being opened against him on 31 August 2018, that Agrizzi decided to come forward to the Commission.

70.9. This is confirmed in investigator Frank Dutton's affidavit to the Commission, and recited by Advocate Pretorius to the Commission on 16 January 2019, where Dutton says on page 2 of his affidavit, "Since **September 2018** I have met and interviewed Mr Agrizzi on numerous occasions."

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70.10. Furthermore, as mentioned to the Commission by Petrus Venter under oath, and highlighted previously here, Venter said Agrizzi planned "*to take Bosasa and Mr Watson down if they did not surrender some of the contracts to his grouping; namely Messrs Agrizzi, Andries van Tonder, Leon van Tonder and Frans Vorster*"

70.11. This is confirmed in an email sent by Agrizzi to a Bosasa Group Advisor on 15 March 2018 (see **KWR105-107**), where Agrizzi says: "*we wait till the business is liquidated and pick up the contracts by offering assistance during the process*". Agrizzi then goes further to say, "*that way I am also released from any restraint, something that has kept me from pursuing other ventures in Catering, one of the reasons I wanted to get involved*". (see **KWR106**)

70.12. This shows that it was Agrizzi's intention to force Bosasa into liquidation so that he may benefit personally. Bosasa did indeed file for voluntary liquidation in February 2019, confirming the success of Agrizzi's plan.

70.13. In the same email on 15 March 2018, Agrizzi says, "*Gavin is doomed if he doesn't get in a rescue team such as us, more so than if he does, and chances upsetting the likes of Papa and Jackie,* ***who won't have a job come August 2018 anyway***". (see **KWR106**) This confirms that in March 2018 Agrizzi was already planning to destroy Bosasa in August 2018 if he was not made the CEO of the business. After being rejected, Agrizzi did indeed release a statement to the media to discredit Bosasa on 21 August 2018.

70.14. This plan by Agrizzi was also foreshadowed in an email on 10 March 2018 to Bosasa's Group Legal Advisor where Agrizzi, in proposing himself coming back to Bosasa to run the company, said "*I must mention*

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that the timing is critical, to ensure that the company remains past August 2018" (see **KWR108**).

70.15. In the same email, Agrizzi had said that previous opportunities for the company had fallen away "*because of the Watson name*" and that the parties "*would be interested if they saw the envisaged change and refocus*" of Agrizzi taking control of the company. Agrizzi further stipulated that the banks had said to him "*they know that if I'm involved they will have a restored confidence in the Group of Companies*" (see **KWR109**).

70.16. This shows Agrizzi's intention at the time to manipulate the Board to resign and appoint him as CEO to "restore the name of the company". This is confirmed in the recording made of Andries van Tonder (mentioned above), where van Tonder suggested that if Agrizzi took control of the company "*then at least you can go to the market and say look, it's under new management type of thing*" (see **KWR044**).

70.17. The points above are undeniable, and demonstrate beyond doubt Agrizzi's true motivations.

71. **AD PARAGRAPH 29.1**

71.1. The allegations herein contained are denied.

71.2. KW-048 to KW-062 to Agrizzi's affidavit simply demonstrate that if I, as Bosasa's consultant, ever wanted to make a suggestion, recommendation, or request of Bosasa, Agrizzi required me to deal with him directly. I addressed this in my statement dated 25 February 2019 in paragraphs 80 and 81. Furthermore, Agrizzi's lack of response to any of the emails he references here, confirms my accusation about Agrizzi in paragraph 80 of my founding affidavit where I said "*Agrizzi went about marginalising me in terms of the company's activities*". Furthermore, I

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deny there was ever a "*normal relationship*" between Agrizzi and me. In an e mail dated 10 March 2018, (see **KWR108-109**) Agrizzi even said "*K Wakeford and the likes similar to _ have always ridden the company, yet they haven't delivered a single contract, just used the company*", demonstrating Agrizzi's actual view that I had never been responsible for delivering value to Bosasa, as well as his disdain towards me.

71.3. The emails Agrizzi attaches as KW-048 to KW-062, demonstrate that Agrizzi rarely even responded to my email requests to him, and when I attempted to email Gavin Watson directly, Agrizzi would intercept Gavin's emails and respond to me himself. See attached emails as evidence from April 2009 (see **KWR111-113**). Indeed, Gavin's email account gavin.watson@bosasa.com was in fact then operated exclusively by Agrizzi it would appear.

72. **AD PARAGRAPHS 29.2 AND 29.2.1**

72.1. The allegations herein contained are denied.

72.2. Agrizzi does not identify the emails he refers to, but I suspect he is referring to his annexures KW-042 to KW-048.

72.3. All of the emails he refers to are dated between October 2009 and July 2011. The renegotiation of the Lindela contract between the Department of Home Affairs and Bosasa to which Agrizzi refers, commenced in December 2007 and was concluded in January 2008. The Department of Home Affairs Annual Report for 2008 confirms this (see **KWR125**).

72.4. Further adjustments in favour of the Department were finalised in February 2009, however Bosasa were not awarded any such alleged extension at the time. See "Review of Asset Valuation for Lindela Contract at **KWR126-141**.

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72.5. The emails attached by Agrizzi as KW-042 to KW-044 related to a completely unrelated proposal by Akhile Management and Consulting, of which Radhakrishna is an employee, to provide consulting services to Bosasa in October 2009 (proposal attached as **KWR142-143**), 2 years after the Lindela negotiations were concluded. This proposal related to advisory/consultancy services to Kgwerano Phakisa (a subsidiary of the Bosasa group of companies) in relation to several fleet management contracts with the initial focus being on an Eastern Cape fleet management government tender. No tender however was ever awarded to Bosasa in this regard.

72.6. I was not a part of the email correspondence attached in Agrizzi's affidavit as KW-045 to KW- 047 and cannot comment thereon. However, these appear to relate to matters from May 2011 to March 2012, more than 3 years subsequent to conclusion of the Lindela negotiations referred to above.

72.7. The email attached as KW-048 to Agrizzi's response is an email in the normal course of business where I give advice about food suppliers.

73. **AD PARAGRAPHS 30.1 AND 30.2**

73.1. The allegations herein contained are denied.

73.2. I have no reason or responsibility to be the advocate or "alter ego" of the Watson family and included paragraphs 58 to 65 in my statement dated 25 February 2019 to provide background and context to my consultancy to Bosasa.

74. **AD PARAGRAPH 33.1**

74.1. The e-mails / letter which Agrizzi attaches as KW-073 to KW-080 are not addressed to me and I would not necessarily have read them.

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74.2. Given that the fact that the matters addressed in the letters were given wide publicity, I became aware of them and as I stated in paragraph 14 of my supplementary statement dated 1 July 2019: *"I was aware of the SIU Report and was assured on several occasions by Agrizzi and others including their legal representatives that it had no foundation and would come to naught. I was reminded on several occasions that there was a conspiracy to destroy Bosasa emanating from multiple organisations – I believed this assertion at the time."*

74.3. I believed then and still believe that it was not my responsibility as consultant to attend to the "reportable irregularities' and that it was the responsibility of the internal auditors and management of the company.

75. AD PARAGRAPH 33.2

75.1. Agrizzi has herein contradicted himself in attempting to mislead the commission. Agrizzi says that "*the business of Bosasa as an organization was set up and run by Gavin Watson and the Watson family mainly for their own financial benefit using their so-called struggle credentials and the important political connections*".

75.2. However, in the email sent by Agrizzi on 10 March 2018 to the Group Legal Advisor, Agrizzi himself says, "*no political assistance has ever been forthcoming*" (see **KWR108**). More so, Agrizzi says in an email sent to D'Arcy Herrman, the auditors of Bosasa, on 07 March 2018 that when he left Bosasa in August 2016 he was inundated with request from Gavin Watson, **"to ensure [Agrizzi] retake control of the Bosasa Group of Companies"** (see **KWR146**)

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75.3. This would support Agrizzi's view that in fact Bosasa had no political assistance, and that the business was indeed "*run*" by none other than Agrizzi himself.

76. AD PARAGRAPH 33.3

76.1. Agrzzi has attempted to mischaracterise the ownership structure of Bosasa here. As is a matter of public record, Bosasa is a majority black-owned company. However, concerning Agrizzi's accusations regarding transformation, it would appear indeed the only party guilty of abusing transformation is Agrizzi himself.I If one inspects the organizational hierarchy of Agrizzi's company Crearis (see **KWR152-161**), of which Agrizzi is the CEO, Agrizzi's full board of directors is black, yet all senior management is white. This is a clear warning sign of fronting, particularly given Agrizzi's view that all black people "*steal, they loot, they rape, they destroy*" (see **KWR164**). It would be of interest to see if any of the black board of directors of Crearis have financially benefitted in any way from the company.

76.2. Furthermore, it would appear that the "*main beneficiaries of the financial benefits from tenders and Government work*" as Agrizzi refers to it, was rather Agrizzi himself. Agrizzi self-admittedly in 2018 owned a fleet of 5 Ferrari's (see **KWR149**) as well as numerous other luxury vehicles, mansions in the elite Helderfontein estate in Fourways, in Ballito in Kwazulu Natal, and in Italy. Agrizzi also purports to own various other assets in Italy such as olive farm(s) amongst others. I am not aware of any other party within the Bosasa group who has amassed assets of such value. Gavin Watson on the other hand appears to have died a relatively poor man.

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77. **AD PARAGRAPH 33.6**

77.1. I recommended Mr Laufer to Bosasa who was duly appointed as a media consultant to Bosasa. He is an internationally acclaimed media expert with a number of international clients. Mr Agrizzi seems to want to distance himself from Mr Laufer's appointment and use the derogatory term "spin-doctor" in respect of him. Agrizzi fails to disclose to the Commission that Laufer terminated his involvement with Bosasa mainly because of Agrizzi's style of management and attitude towards consultants and the media.

77.2. Save as aforestated, the allegations herein contained are denied.

78. **AD PARAGRAPH 33.7**

78.1. I specifically deny the completely unfounded allegation that I was aware *"that these tenders had been secured at times even before tenders had been formally issued"*.

78.2. Agrizzi continues, at every opportunity to raise new allegations implicating me falsely without substantiating these allegations in any manner.

78.3. Furthermore, Agrizzi's accusation that Gavin Watson and the directors of Bosasa exploited political connections to obtain contracts is not consistent with Agrizzi's assertion in the annexed email **KWR108**, namely that "*no political assistance has ever been forthcoming, nor do any of the directors have any influence*", as addressed in paragraph 73.2.

78.4. Agrizzi also said on 07 March 2018 that "the board (save for Joe Gumede) are merely in it for themselves" (see **KWR030**), while in the recording made of Agrizzi on 24 August 2018, Agrizzi said of the directors of Bosasa, that "*those k*****s have done nothing for (Gavin Watson)*" (se **KWR170**). This is in stark contrast to what Agrizzi now purports, namely

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that the directors exploited "political connections" to benefit Gavin Watson and Bosasa

79. **AD PARAGRAPH 33.8**

79.1. Agrizzi again introduces new allegations which I deny.

79.2. His KW-063 to KW -068 refer to a position paper which I requested from Dr Gavin Bradshaw which paper on the reading of it, explains in generic fashion the nature and development of Public / Private Partnerships (PPP's) in the construction and management of prisons in South Africa. It is most disingenuous of Agrizzi to suggest that the paper was intended to serve as a "mechanism used to influence the Minister".

79.3. My objective as consultant with commissioning the paper was to sensitize and educate Agrizzi and the bid team to the aspects which needed to be attended to in a bid relating to a PPP which tender was already open at that time.

79.4. The final tender for the Private Prisons, to which Agrizzi refers, was already open for application on 30 September 2008 after the request for qualification to bid was released in October 2007. This can be seen in the attached article from "Engineering News" in October 2011 (see annexure **KWR181-182**). The email to which Agrizzi refers as his annexure KW-063, however was only sent on 09 February 2009. Agrizzi has therefore once more attempted to mislead the Commission and reflect me in a bad light.

79.5. Furthermore, as can be seen in the attached article, it was the very minister Agrizzi accuses of being influenced by Bosasa, Nosiviwe Mapisa-Nqakula (see **KWR182**), who cancelled the Private Prisons tender. I am of the view that by only telling half of the story, Agrizzi demonstrates his malicious intention to use anything in his ability to

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discredit me and harm my reputation.

79.6. Save as aforestated, the allegations herein contained are denied.

80. **AD PARAGRAPH 33.9**

80.1. Part of my brief as consultant for Bosasa was to seek new business opportunities for it. The emails referred to by Agrizzi as "KW-069 to KW-070, relate to a foreign company that wanted local partners in South Africa for their "LG iris / finger print product". I merely recommended Bosasa as a potential partner – there is nothing untoward about these emails.

80.2. I deny that I was ever a consultant to the Department of Correctional Services, nor ever an employee of Correctional Services. I also deny that there was ever any attempt by me to "influence" the Correctional Services Department.

81. **AD PARAGRAPHS 36 AND 37.1**

81.1. The allegations herein contained are denied.

81.2. I do not know how Agrizzi can even begin to claim that he "*was one of the persons who implemented and managed a diverse multicultural balance of competent black management and staff in my role at Bosasa*".

81.3. Agrizzi is on record at the Commission, stating, "*Chair, I am a racist*" to Chairman Zondo on 29 January 2019. In the recording played in the Commission which was made of Agrizzi at his home on 24 August 2018 he said, "*they steal, they loot, they rape, they destroy*" (Transcript annexure **KWR162-180**) in reference to the black community collectively. In the same recording Agrizzi referred to black directors in Bosasa as monkeys (he referred to black director Trevor Mathenjwa as Romeo (see

KWR178), (Agrizzi's pet monkey), and the black directors of Bosasa as "*dysfunctional*" (see **KWR173**).

81.4. Furthermore, in Agrizzi's email on 15 March 2018 addressed previously, Agrizzi refers to the black board members of Bosasa as "*defunct and volatile*". (see **KWR105**)

81.5. It is clearly a lie by Agrizzi if he now suggests that his belief is that these very same people are suddenly "a *competent black management and staff*" in his view.

82. **AD PARAGRAPH 37.2**

82.1. The allegations herein contained are denied.

82.2. I am known to be an advocate of non-racism.

83. **AD PARAGRAPHS 38.1 to 38.4**

83.1. I stand by my assertion as contained in paragraphs 76 to 78 of my statement dated 25 February 2019 and I hold the reasonable view that Agrizzi's belated apology is a calculated and insincere attempt to save his own skin.

83.2. Agrizzi attempts to justify his racism by explaining that he had too little sleep and too much alcohol. As the Latin phrase goes: "*In vino veritas*", in wine lies the truth.

83.3. Agrizzi disregards the "fact-checking" ability of the investigators of the Commission. The full 23m13s recording was also authenticated and published on the website of City Press newspaper in September 2018.

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83.4. The full transcript of the recording is annexed marked "KWR162-180"" and no mention is made in the recording of any "*corrupt activities and laundering of cash*".

83.5. Agrizzi again attempts to mislead the Commission here by suggesting that his racism and hatred for the black board of directors "*does not in any way detract from the facts and truth that (he has) deposed to before the Commission.*"

83.6. From the transcript of the recording (see pages **KWR165-166**) it is clear that Agrizzi was referring to his "*friend*", an accountant by the name of Romano Lorregian, as the person who said he would not "*let a "bloody k***** run*" his business. Agrizzi also says that Lorregian is "*not racist, he's a realist*" for having these views about black economic empowerment.

83.7. Indeed, the recording as well as the numerous emails already referenced, as well as the master plan given by Agrizzi to Petrus Venter, (see KW6 to my statement of 25 February 2019 and attached here as **KWR217-222**), it is clear that Agrizzi's intention in his statement to the Commission was to destroy Bosasa and those connected to it, particularly Gavin Watson and the black board of directors. In my view, this was done out of malice as a result of his exiting from the Bosasa group, as well as his desire for personal financial gain. This is demonstrated in Agrizzi's email to of 15 March 2018, annexed marked "**KWR106**". He said: "*we wait till the business is liquidated and pick up the contracts by offering assistance during the process*".

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84. **AD PARAGRAPH 39**

In my view Agrizzi is not sincere and simply attempting to create a more favourable public image for himself and for the sake of the credibility of his testimony in the Commission. I believe his actual views have not changed and are reflected in what Agrizzi previously said in reference to all black people in the attached emails, that "*they steal, they loot, they rape, they destroy*" and what Agrizzi said of the black directors of Bosasa: to "*take the whip*" to them (see **KWR170**), to "*target them*" (see **KWR176**), "*I see the board as dysfunctional*" (see **KWR173**), and "*Why is (Gavin Watson) holding onto that board?*" (see **KWR173**).

85. **AD PARAGRAPH 40 to 40.4**

85.1. The allegations herein are denied.

85.2. Agrizzi seeks to mislead the Commission.

85.3. I reiterate paragraph 80 in my statement of 25 February 2019 namely that Agrizzi was the *de facto* CEO of Bosasa, and I believe that this will be corroborated by the minutes of the Bosasa board and the directors of Bosasa.

85.4. Agrizzi says that I "*was always interacting directly with Gavin Watson*", however the annexed emails **KWR111-113**, evidence that even when I sent emails to Gavin Watson's email address, these emails were intercepted by Agrizzi and replied to by Agrizzi. Indeed, the email account of Gavin Watson's was in fact an email account administered and controlled by Agrizzi.

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85.5. In an email sent to the auditors of Bosasa on 07 March 2018, Agrizzi says specifically that when he left Bosasa in August 2016 to accept a job at Bosasa's competitor "The Compass Group", an offer was sent to him by Bosasa which he purports was to *"ensure I **retake control** of the Bosasa Group of Companies"* (see **KWR146**).

85.6. This view of Agrizzi's is supported by information published by Agrizzi on his own company's website crearis.com, where Agrizzi says *"Angelo's most recent accomplishments can be noted in the performance of the Bosasa Group, now known as African Global, that **he developed** from a greenfield operational unit employing only 322 people to a multi-national group with 6,515 employees"*. (see **KWR153**)

85.7. Furthermore in Agrizzi's motivations of his responsibilities in the profile of him for the "Italian Businessman of the Year 2014", Agrizzi self-describes himself as commanding the *"loyalty of personnel"* (see **KWR184**) within the company, as a *"captain of industry"* (see **KWR184**) and an *"entrepreneur of note"* (see **KWR185**), as a *"pioneer"* (see **KWR185**) and *"founding"* (see **KWR186**) member within Bosasa, and *"the Group and its functional teams"* being *"under his leadership"* (see **KWR186**). All of these are a clear indication of how Agrizzi viewed himself as the *de facto* leader of Bosasa.

85.8. This evidence drastically contradicts Agrizzi's now "convenient" evidence to the Commission to the effect that he was merely an employee with limited authority following instructions.

85.9. Agrizzi in his oral evidence to the commission on 28 March 2019 went on to stste, *"So, my responsibility, even as a Group Chief Operations Officer, I would still have to consult with every single divisional director before I*

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could take any decision whatsoever. I could not just make a decision on for instance who do we employ. That was not allowed. I will get backlash from Human Resources."

85.10. However in the email annexed marked **"KWR144-150"**, which Agrizzi sent to the Auditor of Bosasa on 07 March 2018, he not only purported that he "*also assumed the role of Human Resources*" some time before 2004 (KWR145) in addition to his already then vast responsibilities, but that he personally re-employed Louis Passano, the Group Financial Coordinator, "*against the advice of Carlos Bonifacio, Gavin Watson and the complete board of Directors*". (see **KWR149**)

85.11. Agrizzi's own representations referred to above are definitive proof that he neither needed the approval of the Board or Gavin Watson, nor did he show regard for their authority.

85.12. It is significant that Agrizzi does not submit to the Commission any delegation of authority, minutes or resolution of the Board proving that he was limited in the execution of Bosasa business at the pinnacle of the group.

86. **AD PARAGRAPHS 41 to 41.3**

86.1. Agrizzi baldly denies my allegations. He then attempts to detract from the allegations by referring to completely unrelated matters. In paragraph 41.3 of his response he goes off on a tangent about not wanting to "to be part and parcel of the corrupt activities", however my assertions raised against Agrizzi were that he was obsessed with Gavin Watson and that he positioned himself as a gatekeeper of Gavin Watson.

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87. **AD PARAGRAPH 42.1 and 42.2**

87.1. I repeat my statements above that relate to Agrizzi's attitude. At no point in the transcript of the recording is corruption ever mentioned, and the reasons Agrizzi gives for "*targeting*" the board, is that he saw "*the board as dysfunctional*" (see **KWR173**), that the board members are "*not competent*" (see **KWR173**), and that "*those k****** have done nothing for (Gavin Watson)*" (see **KWR170**) in reference to the black directors.

87.2. Agrizzi further lamented that the black directors, particularly Papa Leshabane, "*wanted to get rid of*" him (see **KWR176**) inter alia, "*because (Agrizzi) used to go out and do (his) own thing. (He) never waited for (Leshabane)*" (see **KWR178**), who was a director, and whose authority Agrizzi should have deferred to.

88. **AD PARAGRAPH 43**

88.1. I have attached a number of emails, which confirm that Agrizzi controlled Gavin Watson's email account: gavin.watson@bosasa.com (see **KWR110-KWR119**)

88.2. Agrizzi was open about his administration and control of the email account so that certain parties, such as me, were made aware of his *de facto* control of the business (see **KWR111-114 and KWR116-118**). Other parties however were not made aware of the fact that it was Agrizzi who they were communicating with, and Agrizzi would instead represent himself as Gavin Watson (see **KWR115 & KWR119**).

89. **AD PARAGRAPH 44**

89.1. Once again, Agrizzi introduces new allegations in an attempt to muddy

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the water.

89.2. I nevertheless, in order to be transparent in all regards, respond to Agrizzi's comment "*save for the dispute over the Deal Stream (sic) deal and the liquidation inquiry ...*" I deny emphatically that there was ever a dispute between Agrizzi and me over the Dealstream matter. Agrizzi, to the best of my knowledge had no involvement in the matter.

90. **AD PARAGRAPH 45-46**

90.1. As has been shown above, Agrizzi would frequently withhold my monthly consulting fee, and not respond to emails requesting that payment be affected. This is evident from attachments to Agrizzi's answering affidavit (KW-002 to KW-034), where numerous emails from me to Agrizzi are met with no response. This demonstrates his lack of cooperation with me or support for me as a Bosasa consultant.

90.2. His opinion of me is further demonstrated in the email from him to the Bosasa Group Legal Advisor on 10 March 2018 where Agrizzi said I had "*always ridden the company, yet (I) haven't delivered a single contract, just used the company*". Agrizzi now purports that "*there was no major conflict between us*" yet these represented his views of me on 10 March 2018. (See above, as well as annexure **KWR108**).

91. **AD PARAGRAPH 48**

91.1. Agrizzi evades the issue that the board became intolerant of his antics.

91.2. Agrizzi's own view of the board, as "*dysfunctional*" (see **KWR173**), "*not competent*" (see **KWR176**), "*defunct and volatile*" (see **KWR105**) "*merely*

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in it for themselves" (see **KWR030**), and seeing the company "*as a meal ticket*" (see **KWR030**).

91.3. Agrizzi's opinion of the board's attitude towards him is confirmed in the transcript of the recording of him saying, "*I think Papa wanted to get rid of me*" and "*I can tell you now Papa wanted me out there*" (see **KWR176 & KWR 179**). He is referring to black director Papa Leshabane (see **KWR175**).

91.4. Furthermore, in an email sent by Agrizzi to the board of directors of Bosasa on 06 March 2017, he acknowledges that he is aware that the board had accused him of "*reckless management*" of the company. (see **KWR193-199**)

92. **AD PARAGRAPH 49.1 and 49.2**

92.1. As stated above, to the best of my knowledge the transcript was complete, and I deny that I selectively chose to refer to only portions of it. I deal fully above with this and Agrizzi's attitude toward the black directors of Bosasa and black people in general. He once more attempts to deflect from his racist remarks, going as far as to say that I am "*alluding to racism*". It is quite evident from Agrizzi's own oral evidence to the Commission that he is objectively and self-described as a racist, and that there is no mere allusion.

92.2. By Agrizzi's own admission in his email of 07 March 2018, when he had resigned from Bosasa in August 2016, Agrizzi shows that he was contacted by Gavin Watson requesting him to return. Agrizzi does not mention or prove that any of the black directors contacted him or requested him to return to the company. (see **KWR146**). Furthermore, in

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the same email, Agrizzi specifically mentions that his reemployment agreement "*was to be kept confidential from the Directors*" (see **KWR147**), as well as Agrizzi's grievance that "*Gavin Watson has disclosed what was supposed to be a secret deal*". (see **KWR1464**)

93. **AD PARAGRAPH 50**

93.1. I have dealt comprehensively above with what I believe Agrizzi's attitude and approach was to black economic empowerment.

93.2. Agrizzi's character in my view, is self-evident from the recording made of him, where he continually refers to the black directors of the company as "*k*****s*", and in fact the black community in general as thieves, rapists, looters, and destroyers.

93.3. It shows from Agrizzi's further contention in the same recording, that effectively, all the black directors should be gotten rid of he says. He says that "*I will personally go into that company, with or without permission, and I will fuck each of those k*****s out there*" (see **KWR174**) and his suggestions in his emails on 07 March 2018 and 19 March 2018 was that the majority of black directors within the company should be replaced with a turnaround team of himself and the other white employees who were removed from the company previously. (see **KWR030** & **KWR034**) I believe this accurately and clearly demonstrates Agrizzi's view on black economic empowerment.

93.4. Agrizzi also says in the same recording, that his friend Romano "*is not a racist, he is a realist*", for his racist views on empowerment, that he would not "*let a bloody kaffir run*" his business. (see **KWR165**)

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94. **AD PARAGRAPH 51**

94.1. Agrizzi here addresses only one particular occasion where there had been a complication in the sending of my monthly invoice to the company. He uses this one incident in an exaggerated manner to falsely describe a "*dire situation of Kevin Wakeford's financial system*'.

94.2. Agrizzi intentionally chooses to not refer to the attachments to his own affidavit, namely, KW013, KW017 and KW032 which all represent requests for payments from Agrizzi which payments were substantially late, and further show that Agrizzi never even replied to these requests over email.

94.3. KW004 and KW013 also specifically demonstrate the fact that there was an arrangement for "*catch-up*" payments for periods over which I was not paid (see **KWR007 & KWR008**), a fact that Agrizzi again chooses not to address in his affidavit.

94.4. Save as aforestated, the allegations herein contained are denied.

95. **AD PARAGRAPHS 52, 53, 54, 55 and 56**

95.1. In these paragraphs Agrizzi simply repeats his unsubstituted false allegations made by him and Frans Vorster in their initial affidavits and oral evidence before the Commission. I am of the firm conviction that Agrizzi has not offered any further proof of these allegations in his responding affidavit of 8 April 2019.

95.2. In an attempt to not unnecessarily add to the voluminous papers in this matter, I respectfully refer the Commission to paragraphs 91 to 105 of my statement of 25 February 2019 and the annexures relating thereto.

MA K.W.

95.3. I have also fully dealt with Agrizzi's allegations relating to my invoices and the nature of the consulting services I rendered to Bosasa in paragraphs 49 and 53 above.

95.4. While on occasion request quotes from Agrizzi concerning inter alia the supply of building materials, due to Bosasa's preferential relationship with some of their suppliers which would include preferential pricing and delivery times, however at no stage did I ever request that any goods be sent to any other party at the cost of Bosasa as suggested. This is quite evident from the email where I specifically request a "*quote*" for the goods. Furthermore, my request for a quote here relates to June 2011 and not to the period in question.

95.5. In addition to what was attached to my previous statement, I also attach hereto as further proof a report prepared by FullServe Chartered Accountants, confirming that the payments of R100,000 are noticeably catch-up payments (see **KWR005-006**).

95.6. I have further attached the accounting records of Bosasa, of all payments to Wakeford Investments Enterprises from 2007 to 2015 (see **KWR227-228**), and I also have attached the Wakeford Investments Enterprises Debtor/Customer Ledgers for all Bosasa group companies from March 2008 to April 2015 (see **KWR229-236**).

95.7. Lastly, Agrizzi himself has produced evidence, in attachments to his affidavit KW-004, KW-013 and KW-032 (see also **KWR007-009**).

95.8. Agrizzi appears to acknowledge and confirm the audit engagement letter and information request sent to Bosasa from SARS, and then entirely disregards them without addressing the fact that the dating of these

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reports (18 August 2010 and 23 March 2011) completely disprove the accusation made by Agrizzi and Vorster, that cement was delivered to Meyerton in 2009 "*for nearly a year*" by Bosasa as payment for assistance provided on a SARS investigation.

96. **AD PARAGRAPH 57**

96.1. The allegations herein contained are denied.

96.2. I have never been in the presence of Agrizzi and Vorster together, or of Vorster alone.

96.3. Per Vorster's own evidence, given the physical stature of both men being noticeably large, it is unlikely that I would not recall if I had been in such an occasion.

97. **AD PARAGRAPH 58**

97.1. The allegations herein contained are denied.

97.2. Agrizzi's annexures KW-042 to KW-04" do not relate in any way to the Lindela Repatriation Centre. Agrizzi is grasping at straws in his attempt to implicate me and others.

97.3. The amounts and the draft proposal referred to in these annexures between myself, Agrizzi and Radhakrishna refer to a proposal for Radhakrishna's company Akhile Management Consultants, to provide consulting services in relation to fleet management. This relates to tenders that Bosasa wished to bid for in the name of Kgwerano Phakisa Fleet Management Solutions (see **KWR142-143**). I draw the Commission's attention to the time frame during which these emails were exchanged which was at least six months after the contracted tenure of my CC with Home Affairs had expired.

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97.4. Agrizzi has deliberately not annexed the actual Draft Proposal attached to the email sent by Radhakrishna to Agrizzi, however I have annexed it as **"KWR142-143"**, and it clearly stipulates what the purpose of the consultancy is for, that being fleet management.

97.5. It again shows Agrizzi's does not hesitate to blatantly misrepresent facts in an attempt to make himself look good and create doubt over the credibility of other persons.

98. **AD PARAGRAPHS 59 AND 60**

The contents of these paragraphs are noted;

99. **AD PARAGRAPHS 61.1 TO 61.3**

99.1. As already stated above, the emails KW042-KW047 (ranging from 9 October 2009 to 10 April 2012) to which Agrizzi refers, have absolutely nothing to do with "*the extension of the Lindela Contract*" but pertain to a consulting relationship between Akhile and Bosasa.

99.2. The Lindela Contract renegotiations with which Radhakrishna was associated, was, according to the DHA Annual Report for 2008, renegotiated in December 2007 and concluded in January 2008. The third addendum to the contract which was signed in March 2009, only related to terms and conditions in favour of the Department of Home Affairs. I refer to the terms and conditions as set out in annexures **"KWR130-132 & KWR136-140"**

99.3. These terms included the following;

- Bosasa providing medical facilities at their cost,
- Amendment of the registration process of illegal immigrants at the cost of Bosasa,

- Alterations to the offices of the Department to be paid for by Bosasa,
- A drop in the fees to be paid by the Department for amortisation costs,
- A CPIX holiday for 6 months,
- The option to extend the contract for 3 years **at the sole discretion of the Department** and with a fee reduction of R1.8m if implemented,
- The right of first refusal by the Department to purchase the Lindela facility,
- Option to renegotiate the variable costs component of the fee if occupancy drops. (see KWR130-131)

99.4. It is clear that the abovementioned terms and conditions favoured the DHA and not Bosasa and there is clearly no suggestion that the contract was manipulated to benefit Bosasa or Radhakrishna.

99.5. I deny that I attended a meeting with Agrizzi, Gavin Watson and Radhakrishna at the Michelangelo hotel. No such meeting ever occurred and again Agrizzi is introducing new and false evidence at whim.

100. **AD PARAGRAPH 61.4**

100.1. The allegation herein are denied.

100.2. Once again Agrizzi is introducing new and false evidence with no relevance to his fabricated allegations.

100.3. I suspect that he is making reference to the email attached to his affidavit as KW-039, my email of 8 July 2011, where I sent the CV of a "*young Indian lass*" for his consideration.

100.4. My email does not refer to Sagren Naidoo. Sagren Naidoo is a man, not a

MJ K.G.

woman, and the email does not refer to him. Furthermore, the email is

101. **AD PARAGRAPHS 62, 63.1, 63.2, 63.3, 63.4 AND 63.5**

101.1. The allegations herein contained are denied.

101.2. It is clear from Agrizzi's allegations that he lacks understanding and comprehension of the governance processes and procedures followed in a turn-around project within the context of a government department.

101.3. While Radhakrishna would prepare a draft document for his fellow team members, the said document would be thoroughly dissected, discussed and amended before it was submitted to the workstream team leader and sponsor (both senior departmental officials). The team leader and sponsor could well refer it back to the team for further amendments and additions before it is presented to the Turn-Around Project Executive Committee chaired by the Director General, which Exco could once again refer it back to the team for amendments and additions. Once approved by the Exco, the DG will sign off on the submission for execution. The DG also signed off on the contract amendments and new Service Level Agreement.

101.4. It is therefore incomprehensible and, in my view mischievous, that Agrizzi even suggests that Radhakrishna had the powers and competencies to single handedly extend any contract to the benefit of Bosasa.

101.5. I also find it offensive that Agrizzi is implying that the Government officials in DHA and in particular the DG at the time, could so easily be manipulated by a single person to breach all process and governance procedures. Agrizzi's suggestion is blatantly humiliating and, in my view, speaks volumes of his opinion of senior black government officials.

101.6. It also needs to be mentioned that the Lindela contract was under huge

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public scrutiny which included SCOPA, the Auditor General and the Portfolio Committee on Home Affairs. It is both pathetic and facile to even propose that either Radhakrishna or I had the ability to circumvent the governance procedures of the Turn- Around project or the DHA.

101.7. Agrizzi blatantly misrepresents the truth. I was never party to "*deal*" reached with Radhakrishna in relations to a "*renegotiation and extension*" of the Lindela contract, nor does the accusation even make sense.

101.8. The Lindela contract was never extended under any advice from Radhakrishna. As previously mentioned, the initial Lindela contract was initiated in October 2005 and was for a period of 10 years ending 31 October 2015 (see **KWR135-136**). The addendum to the SLA signed in March 2009, merely allowed the Department of Home Affairs the "*option*" to extend the contract for an additional 3 years from 31 October 2015 to 31 October 2018 (see **KWR131**). (The addendum incorrectly says 5 years; however, the period of the option was from 2015 to 2018 which is obviously 3 years, and this is specifically addressed in **KWR131**)

101.9. However, this extension was at the sole discretion of the department, and would only be decided on at a future date on 31 October 2013, 5 years subsequent to the signing of the addendum in March 2009. This was detailed in a letter sent by the Acting CFO of the Department of Home Affairs and to Agrizzi himself on 10 December 2008, which stipulated that the next review of the contract would occur on 31 October 2013 "at which point an extension to the contract shall be considered by the Department for a further 3 years beyond the original contract period" (see **KWR131 para 8**).

101.10. As such in 2009, the Lindela contract was not extended, nor did Bosasa have any right to extend. The "third addendum" to the agreement says that "*the DHA may, **in its sole discretion**, extend the Initial Period*

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by a further five (5) calendar years until 31 October 2018." (see **KWR136**).

101.11. Agrizzi has also lied in suggesting that any payments to Radhakrishna were ever discussed in relation to his advisory services to the Department of Home Affairs, let alone the R7m Agrizzi mentions. Agrizzi is most likely trying to link the savings achieved by the Department of R7.7m per annum (see **KWR124-125**) to Radhakrishna in some obscure way.

101.12. Akhile had quoted a daily rate of R18,000 per day for their services, and I responded to Agrizzi that I suggested he should offer R100,000 per month on monthly retainer, and then review the relationship subsequently. This is attached as KW-042 in Agrizzi's affidavit.

101.13. Given that there was an existing contract in place concerning Lindela for 10 years from 2005 to 2015, the Department had no legal grounds at the time to enforce any amendments to the contract (see **KWR204** and **KWR206**).

101.14. Agrizzi contends here that "*the average occupancy exceeded 3200 persons per day*" at Lindela "*prior to negotiations*", and "*decreased to approximately 1000 people per day*" subsequent to negotiations. This information is false. At the time of the negotiations in December 2007, average occupancy of the Lindela facility was 1500 occupants per day while the Department was obliged contractually to pay for a minimum average occupation of 3250 occupants per day (see **KWR203** and KWR205).

101.15. Although the average occupation of the facility had reduced from over 3250 people per day, to 1668 people per day, as a result of changes to deportation procedures from one to three times per week, the actual

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number of persons accommodated by the facility remained relatively stable (see **KWR205**).

101.16. As a result of negotiations, the Department was able to reduce the minimum contractual payment to Bosasa from 3250 people to 2500 people. To achieve this, Agrizzi demanded an immediate extension to the Lindela contract of 5 years (see **KWR210 and KWR214**), however no such extension was awarded, and as mentioned above, only an option to extend, at the sole discretion of the Department, was agreed to.

102. **AD PARAGRAPH 64**

102.1. As stipulated previously and confirmed in a number of independently prepared reports, including but not limited to, the Lindela Negotiations report of December 2007 (see **KWR210-211**), the Review of Asset Valuation for the Lindela Contract report of February 2009 (see **KWR132**), and the Report of the Accounting Officer in the Department of Home Affairs Annual Financial Statements (**KWR125** item 15), substantial cost savings see were achieved by the Department.

102.2. The "amount per person" which Agrizzi refers to was dealt with extensively in the attached reports. Given the nature of Lindela, being a facility with the potential to house in excess of 4000+ occupants, the majority of the costs related to the facility were fixed costs and not variable costs (see **KWR209-210 & KWR214**). As such, when the Department negotiated a reduction in the minimum occupancy from 3250 occupants to 2500 occupants, several fixed costs (such as depreciation and amortisation of the facility which alone accounted for 20% of the cost) did not reduce (see **KWR209**).

102.3. Therefore, the cost per occupant as calculated on the "*minimum occupancy*" level would appear to have increased from R79.90 per

K.G.

occupant per night at 3250 occupants, to R98.02 per occupant per night at 2500 occupants (see **KWR212**). However as already mentioned, the occupancy of the facility at the time was substantially lower than the minimum agreed occupancy of 3250 and thus effectively resulted in a significant cost saving.

102.4. If a number of 2500 (the renegotiated level) occupants per night is assumed, the cost per night per occupant before negotiations was R103.87 (3250 occupants x R79.90 cost per occupant / 2500 occupants) and after negotiations was R98.02 per night. This cost of R98.02 per occupant also favourably compared to that of other benchmarked services - Correctional Services cost was R110 per occupant (excluding capital costs), Private Prisons was R265 per occupant, and Social Services was R285 per occupant (see graph at page **KWR213**).

102.5. The said renegotiations in 2007 resulted in cost savings of R7.7m per month for DHA (see **KWR124-125** of the report of Accounting officer), while further negotiations in 2008 which were concluded in the March 2009 Service Level Agreement, resulted in further savings.

102.6. Save as aforestated, the allegations herein contained are denied.

103. **AD PARAGRAPH 65**

103.1. Agrizzi deliberately misleads the Commission. As mentioned above and of which Agrizzi would be well aware, given that he was the chief representative from Bosasa in the negotiations, the occupancy levels at the facility had dropped substantially before renegotiations were entered into and indeed was a substantial motivating factor in the Department requesting a renegotiation of the existing contract.

103.2. The flat-rate that Agrizzi refers to was previously on a minimum occupancy level of 3250 occupants (see **KWR203**) and was renegotiated

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down to 2500 occupants (See **KWR211-212, KWR131 & KWR137**). Agrizzi would have had intricate knowledge of this, and therefore one has to assume he is deliberately misleading the Commission in suggesting otherwise.

104. **AD PARAGRAPH 66**

104.1. I have dealt extensively with the cost saving to DHA as well as the alleged extension of the Bosasa contract above. The respective reports which substantiate my averments were independently prepared and neither Radhakrishna or me had any involvement in the drafting of the said reports.

104.2. The said savings included an immediate R68m saving on the remainder of the contract as detailed in the Annual report of DHA for 2007/2008 (see **KWR122**), with potential future savings of R112m if the Department decided at a later stage to extend the contract term as detailed in the Review of Asset Valuation for Lindela contract report (see **KWR132**).

104.3. I find it outrageous that Agrizzi can believe that his wild accusations will be accepted by the Commission without perusal of independently audited accounting and financial information which is in the public domain.

104.4. Furthermore, I again confirm that I provided no advice or assistance to the Department with regards to the Lindela contract / SLA process, as I stated in my statement of 25 February 2019. In fact, I disclosed my previous relationship with Bosasa to DHA at the time and recused myself from the entire Lindela SLA review process.

104.5. I take great exception to Agrizzi's allegations that I had misled the DHA through my advice and assistance and I reserve my rights in this regard.

104.6. Save as aforestated, the allegations herein contained are denied.

MR K.G.

105. **AD PARAGRAPH 67**

105.1. I agree with Agrizzi that "*requesting input*" from the appropriate departments, or performing a simple Internet search, can easily confirm these numbers, and I have done so and attach the appropriate documents to this affidavit. Given Agrizzi's own testimony, that this "*can be easily resolved*", I find it deliberately misleading that he did not choose to resolve this previously.

105.2. I have dealt in great detail above with the processes which are followed in respect of turn-around projects and reiterate that it is completely far-fetched to even imagine that Radhakrishna or I could have the power or ability to so radically influence or divert the discretion of a Director General and a host of other officials who would contribute and take part in these processes and procedures.

105.3. Save as aforestated, the allegations herein contained are denied.

106. **AD PARAGRAPH 68**

106.1. I deny these allegations and challenge Agrizzi to take the same measure of care and trouble that I have taken herein to prove his generic blanket accusations against me.

106.2. I will reiterate what I say above with regard to the cost savings to DHA and the alleged extension of the SLA.

106.3. I take issue with Agrizzi's attempts to make shallow insults about my own capability and integrity in suggesting I cannot interpret "*simple arithmetic*". I challenge him to prove me wrong.

106.4. Save as aforestated, the allegations herein contained are denied.

MB K.L.

107. **AD PARAGRAPHS 75.1 TO 75.7**

107.1. The allegations herein contained are denied.

107.2. Agrizzi says that that he "*can indeed prove*" how I was involved in "*corrupt activities*", however, he has yet to provide any such "proof.

107.3. I have not made any attempt to "disassociate" myself from the Watson's and Bosasa and have fully disclosed my historical association with the Watson family and the nature of my business association with Bosasa to the Commission.

107.4. Agrizzi is aware of the "*reputational harm*" he has caused me and other parties he has lied about at the Commission. In fact, I am of the firm belief that causing reputational harm to people was in fact a substantial motivating factor in Agrizzi's submissions to the Commission. I sincerely believe that he has falsely implicated me and others in the Commission to not only "grind an axe" but also in an attempt to distract from his own involvement in corruption, poor corporate governance, state capture and general lawlessness on his part.

107.5. I deny that I have used any "*tactics such as racism against*" Agrizzi. It is not only a matter of public record that Agrizzi is a self-confessed racist.

107.6. In relation to the purchases and delivery of wet and dry cement, Agrizzi is simply burdening the Commission's investigators with an unreasonable request to source a magnitude of documentation relating to a period from 1 March 2008 to 28 February 2014 while the false accusations he and Vorster have made against me relate to a much shorter period from 2009 to 2010, according to their evidence.

107.7. Attached as **KWR223-226**, are the financial statements of the Bosasa Group Company, Leading Prospect Trading, which trades as Lindela.

MD K.W.

One can see that immediately upon the negotiation between the Department and Bosasa being finalised in January 2008, the profit decreased in the 2009 financial year from R19.8m to R16.6m (see **KWR224**). Subsequent to the "third addendum" to the SLA being signed in March 2009 by Agrizzi, the profit for Leading Prospect Trading reduced further in 2010, from R16.6m to only R4.2m (see **KWR225**). This disproves Agrizzi's accusations about the substantial benefit the renegotiation of the contract was to Bosasa

108. **AD PARAGRAPH 77**

I note Agrizzi's concession that he fails to deal with each and every allegation in my founding affidavit.

H. AD AGRIZZI'S SUPPLEMENTARY ANSWERING AFFIDAVIT

109. **AD PARAGRAPH 1**

I deny that the purported facts within the affidavit are necessarily within the personal knowledge of Agrizzi and I specifically deny that they are in any event true and correct.

110. **AD PARAGRAPH 3.1**

I note that Agrizzi admits that the facts and allegations contained in my supplementary answering affidavit are within my personal knowledge and both true and correct.

111. Save for what I deal with specifically hereinbelow, I deny the content and import of Agrizzi's supplementary answering affidavit which is at best vague and embarrassing.

112. In paragraph 11 Agrizzi once again supplements his evidence, now alleging that meetings involving Bosasa affairs took place at my residence. I specifically deny

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this.

WHEREFORE I persist in my application.

DEPONENT

THUS SIGNED AND SWORN TO AT GARSFONTEIN ON THIS 30 DAY OF SEPTEMBER 2019, THE DEPONENT HAVING ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, THAT IT IS BOTH TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THAT HE HAS NO OBJECTION TO TAKING THE PRESCRIBED OATH AND THAT THE PRESCRIBED OATH WILL BE BINDING ON HIS CONSCIENCE.

Mkoena SGT 40813347

COMMISSIONER OF OATHS

FULL NAMES: NKOENA JACKY
DESIGNATION: SERGEANT
ADDRESS: GARSFONTEIN

SOUTH AFRICAN POLICE SERVICE
GARSFONTEIN
2019 -09- 30
COMMUNITY SERVICE CENTRE
SUID-AFRIKAANSE POLISIEDIENS

140 Gavin Watson and Valance Watson conducted several meetings, especially at the pinnacle of the SIU investigation, with Andries van Tonder and myself, and on occasion with others such as Kevin Wakeford and Ronnie Watson.

141 These meetings would take place at various places and stretched over the period 2009 to 2016. One such place was the Michelangelo Hotel in the lounge adjacent to the restaurant Piccolo Mondo. I remember two specific occasions because notably at the one Benny Hinn (an international preacher) was at the lounge area whilst we had the meeting, and on another occasion Morgan Freeman who was starring in the role of Mandela was at the lounge area.

142 Meetings would also take place at the residence being used by Valance Watson in Morningside. On occasion Kevin Wakeford would also be there.

143 Certain meetings also took place on a Saturday or Sunday mornings at the Tasha's restaurant at the Morningside Shopping Centre. On occasion Sesinya Seopela would join at the meeting.

144 Sesinya Seopela had an extremely cordial relationship especially with the sons of the Watsons. They would often discuss gym health programs and I often was amazed that Gavin Watson would even purchase the health meal supplements for Seopela.

145 Other matters discussed during meetings were the fact that the team had to stay together, no one would be permitted to speak out; in the event that it happened the person that broke the Watson "Pact" would be dealt with severely and would be treated as an "askari".

146 On a few occasions Gavin Watson would at these meetings say, "*Chaps – my signature is nowhere to be found...*" or the favorite he would use in the open at prayer meetings "*We will be like Paul and Silas, praising The Lord in prison together*".

147 On another occasion, which I cover in my original affidavit is the time when Gavin Watson visited Nkandla just shortly before a trip to Russia. I refer to the

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CHAIRPERSON: No, no I can hear you.

MR ANGELO AGRIZZI: Okay, no I was just told that I'm not talking loud enough, so this document was pursuant to the meeting with Brian Biebuyck and pursuant to them getting the documents from advocate Jiba that Richmond Mti had provided that and advocate Jiba, in the meeting he had with Jackie Lapinka who was the secretary of advocate Lawrence Mrewbi who was the head of the special commercial crimes unit and it was basically, on that premise that I was constantly reminded that there's no purpose in me whistleblowing by Brian Biebuyck, I would be told, if you want to go through that route my boy, you're going to get nowhere and I was constantly, every day I met and I mentioned it, I was reminded that, don't even think of it there's no protection for you. So there were several meetings also conducted with Gavin and Valence Watson, sometimes with Ronnie Watson as well and Kevin Wakeford as well where I was basically told – and this was at the 2009/2010 period 2011, where I was basically told – so there were meetings held where I was told, listen, this is a pact, you break that pact you're on your own and we'll deal with you and that's probably why I'm getting threats at the moment but the fact is these meetings did take place and I can recall on two occasions at the Michael Angelo, that was the favourite spot at one stage, next to Piccolo Mondo restaurant, there's a lounge area with a water – with the fish in it and the meetings would take place there and I remember one occasion there was that pastor Benny Hinn was having a big conference here, so those are the timelines that I can refer to and on another occasion Morgan Freeman was in the country and he was staying there as well I think – well he was there and he was acting in a role of a movie that they were making but I remember those vividly and those meetings, we were told, listen if you do not stick to this story we are telling you now we'll sort you out and it concerned me, that's why I stuck. There was also numerous meeting that were taking

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place that would take place at the residence of Mr Valence Watson, he was living up here, I don't know why he had a house here in Morningside with his sons and occasionally Kevin Wakeford would be called into those meetings as well. Kevin was always seen as a strategist of the Watsons.

Sometimes I'd get a call to say, meet us at Tasha's in Morningside. If you go to Tasha's there they had their own table there, I suppose it was their table, right on the end on the left-hand side towards the back and I would have to have breakfast with them there. On occasions Sesinyi Seopela would be there as well and the reason he was there, he knew the Watsons well, he knew Valence Watson he went to gym with the kids it even got to the stage where Gavin would buy him supplements and gym stuff and all that – all the vitamins and powders and all that stuff that they drink when they got to gym, I wouldn't know as you can see.

ADV PAUL JOSEPH PRETORIUS SC: Mr Agrizzi much of the evidence in paragraph 144 to 149 has already been touched on by you, either in your evidence in January or yesterday and today, is there anything in those paragraphs you would like to emphasise before we move on to paragraph 150?

MR ANGELO AGRIZZI: The one thing I think that's important is that myself, Andries van Tonder, Frans Voster and even Carlos Bonefacio we warned – not so much Carlos that Gavin Watson had seen a photo of the dockets that it was pursuant to the meeting he had with the ex-President Zuma at Nkandla and with Joe Gumede and the discussions that Joe Gumede had, had with the Hawks, I just want to re-emphasise that and he said he's name is not on there and you better tow the line or else you're on your own and that's what's happened – sorry advocate Pretorius.

ADV PAUL JOSEPH PRETORIUS SC: Perhaps you should just mention the roles that had been allocated to various persons in terms of what you've referred to as the

SCHEDULE OF INVOICES SENT AND PAYMENTS RECEIVED FROM BOSASA COMPANIES

DATE	INVOICE WIE CC	BOSASA PAYMENT	ENTITY PAYING
24-Mar-09	57 000.00		BOSASA OPERATIONS
26-Mar-09		57 000.00	
24-Apr-09	57 000.00		BOSASA OPERATIONS
29-Apr-09		57 000.00	
26-May-09	57 000.00		DITLAISEGOHICKSON & COMPANY
28-May-09		57 000.00	
25-Jun-09	57 000.00		DITLAISEGOHICKSON & COMPANY
25-Jun-09		57 000.00	
24-Jul-09	57 000.00		DITLAISEGOHICKSON & COMPANY
29-Jul-09		57 000.00	
25-Aug-09	57 000.00		DITLAISEGOHICKSON & COMPANY
25-Aug-09		57 000.00	
25-Sep-09	57 000.00		DITLAISEGOHICKSON & COMPANY
07-Oct-09		57 000.00	
23-Oct-09	57 000.00		DITLAISEGOHICKSON & COMPANY
23-Oct-09		57 000.00	
24-Nov-09	91 200.00		DITLAISEGOHICKSON & COMPANY
30-Nov-09		91 200.00	
15-Dec-09	57 000.00		LEADING PROSPECT
		PAID 24 JUNE 2010	
31-Jan-10	57 000.00		LEADING PROSPECT
		PAID 24 JUNE 2010	
25-Feb-10	**CATCHUP PAID JULY 2010**		
25-Mar-10	**CATCHUP PAID 03 FEB 2011**		
25-Apr-10	**CATCHUP PAID 14 MARCH 2011**		
25-May-10	**CATCHUP PAID 14 MARCH 2011**		
25-Jun-10	**CATCHUP PAID 01 APRIL 2011**		
24-Jun-10		114 000.00	
26-Jul-10	114 000.00		LEADING PROSPECT
23-Aug-10		114 000.00	
26-Aug-10	114 000.00		LEADING PROSPECT
		PAID 03 FEB 2011	
25-Sep-10	**CATCHUP PAID 28 APRIL 2011**		LEADING PROSPECT
25-Oct-10	**CATCHUP PAID 26 MAY 2011**		
25-Nov-10	**CATCHUP PAID 04 JULY 2011**		
25-Dec-10	**CATCHUP PAID 28 JULY 2011**		
25-Jan-11	**CATCHUP PAID 02 SEPT 2011**		
03-Feb-11		114 000.00	
25-Feb-11	**CATCHUP PAID 11 OCT 2011**		
14-Mar-11		114 000.00	
28-Mar-11	114 000.00		LEADING PROSPECT

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	01-Apr-11		114 000.00	
01-Apr-11		114 000.00		LEADING PROSPECT
	28-Apr-11		114 000.00	
23-May-11		114 000.00		LEADING PROSPECT
	26-May-11		114 000.00	
21-Jun-11		114 000.00		LEADING PROSPECT
	04-Jul-11		114 000.00	
25-Jul-11		114 000.00		LEADING PROSPECT
	28-Jul-11		114 000.00	
25-Aug-11		114 000.00		LEADING PROSPECT
	02-Sep-11		114 000.00	
25-Sep-11		114 000.00		LEADING PROSPECT
	11-Oct-11		114 000.00	
27-Oct-11		114 000.00		LEADING PROSPECT
	10-Nov-11		114 000.00	
25-Nov-11		57 000.00		LEADING PROSPECT
	07-Dec-11		57 000.00	
16-Dec-11		68 400.00		LEADING PROSPECT
	22-Dec-11		68 400.00	
25-Jan-12		60 990.00		LEADING PROSPECT
	31-Jan-12		60 990.00	
25-Feb-12		57 000.00		LEADING PROSPECT
	29-Feb-12		57 000.00	
26-Mar-12		57 000.00		LEADING PROSPECT
	30-Mar-12		57 000.00	
01-Apr-12		CATCHUP PAID MAY 2012		
31-May-12		114 000.00		LEADING PROSPECT
	04-Jun-12		114 000.00	
25-Jun-12		57 000.00		LEADING PROSPECT
	28-Jun-12		57 000.00	
25-Jul-12		57 000.00		LEADING PROSPECT
	26-Jul-12		57 000.00	
22-Aug-12		57 000.00		LEADING PROSPECT
	24-Aug-12		57 000.00	
13-Sep-12		85 500.00		LEADING PROSPECT
	14-Sep-12		85 500.00	
25-Sep-12		57 000.00		LEADING PROSPECT
	26-Sep-12		57 000.00	
25-Oct-12		57 000.00		LEADING PROSPECT
	29-Oct-12		57 000.00	
05-Nov-12		14 250.00		LEADING PROSPECT
	07-Nov-12		14 250.00	
23-Nov-12		57 000.00		LEADING PROSPECT
	26-Nov-12		57 000.00	
18-Dec-12		57 000.00		LEADING PROSPECT
	19-Dec-12		57 000.00	
01-Jan-13		CATCHUP PAID SEP 2012		
13-Feb-13		57 000.00		LEADING PROSPECT
	28-Feb-13		57 000.00	
06-Mar-13		9 120.00		LEADING PROSPECT

K.W.

13-Mar-13			9 120.00	
27-Mar-13		57 000.00		LEADING PROSPECT
28-Mar-13			57 000.00	
25-Apr-13		57 000.00		LEADING PROSPECT
25-Apr-13			57 000.00	
09-May-13		5 050.01		LEADING PROSPECT
16-May-13			5 757.00	
23-May-13		57 000.00		LEADING PROSPECT
27-May-13			57 000.00	
24-Jun-13		57 000.00		LEADING PROSPECT
25-Jun-13			57 000.00	
24-Jul-13		57 000.00		LEADING PROSPECT
26-Jul-13			57 000.00	
24-Jul-13		11 400.00		LEADING PROSPECT
26-Jul-13			11 400.00	
21-Aug-13		57 000.00		LEADING PROSPECT
23-Aug-13			57 000.00	
25-Sep-13		57 000.00		LEADING PROSPECT
26-Sep-13			57 000.00	
23-Oct-13		57 000.00		LEADING PROSPECT
24-Oct-13			57 000.00	
21-Nov-13		57 000.00		LEADING PROSPECT
25-Nov-13			57 000.00	
10-Dec-13		57 000.00		LEADING PROSPECT
06-Jan-14			57 000.00	
22-Jan-14		57 000.00		LEADING PROSPECT
30-Jan-14			57 000.00	
24-Feb-14		57 000.00		LEADING PROSPECT
28-Feb-14			56 293.01	
24-Mar-14		57 000.00		LEADING PROSPECT
25-Mar-14			57 000.00	
23-Apr-14		57 000.00		LEADING PROSPECT
25-Apr-14			57 000.00	
22-May-14		57 000.00		LEADING PROSPECT
27-May-14			57 000.00	
23-Jun-14		57 000.00		LEADING PROSPECT
30-Jun-14			57 000.00	
23-Jul-14		57 000.00		LEADING PROSPECT
29-Jul-14			57 000.00	
25-Aug-14		57 000.00		LEADING PROSPECT
27-Aug-14			57 000.00	
24-Sep-14		57 000.00		LEADING PROSPECT
29-Sep-14			57 000.00	
23-Oct-14		57 000.00		LEADING PROSPECT
29-Oct-14			57 000.00	
25-Nov-14		57 000.00		LEADING PROSPECT
04-Dec-14			57 000.00	
25-Dec-14		57 000.00		LEADING PROSPECT
18-Dec-14			57 000.00	
25-Jan-15		57 000.00		LEADING PROSPECT
15-Feb-15			57 000.00	
25-Feb-15		57 000.00		LEADING PROSPECT

	27-Feb-15		57 000.00	
25-Mar-15		57 000.00		LEADING PROSPECT
	26-Mar-15		57 000.00	
25-Apr-15		57 000.00		LEADING PROSPECT
	29-Apr-15		57 000.00	

Tel: 0861 444 222
Int Tel: +27 11 463 4790/4764
Fax: 086 698 9190
Email: info@fullserv.co.za

FULLSERVE
Chartered Accountants

Suite 218 Bryanpark Centre
40 Grosvenor Road & Cumberland Avenue
Bryanston
PO Box 70339, Gauteng,2021

2019/02/20 KWR005

283

Maphalla Mokate Conradie Inc

PO Box 4665
Pretoria
0001

Purpose of the engagement

- To provide an independent conclusion on the nature of the escalated payments received from BOSASA Group of Companies by Wakeford Investments Enterprises CC.

Supporting documentation

- Standard Bank, bank statements of Wakeford Investments Enterprises CC from 5 January 2009 to 2 May 2015
- Customer detailed ledger of Wakeford Investment Enterprises CC from 1 March 2009 to 28 February 2017
- Schedule of invoices
- Summary of invoices generated matched to the deposits as per the bank statements

Procedures performed

- Inspected the customer detailed ledger to ensure that there were various clients
- Inspected the source and creditability of the supporting documents for any manipulation, adjustments and authenticity.
- Sample tested the invoices from the customer ledger to the schedule of invoices and the summary of invoices to payments
- Various discussions
- Researches on the internet

Director: Mr S Haji-Christoforou CA (SA)/RA
Membership number: SAICA: 04884693 /SARS: PR 0030126 /IRBA: ME 847704
Company Registration number: 2013/095367/21

Conclusion

- Based on his education, appointments on various boards of companies and committees, former CEO of South African Chamber of Business. Mr K Wakeford had the necessary experience, skills, knowledge and expertise to offer independent consultation services to various entities requiring his services.
- Wakeford Investment Enterprises CC was a going concern and not a conduit.
- Services were rendered on a monthly retainer basis to the various clients.
- Clients as per the customer ledger included: BOSASA, Department of Home Affairs, Fevertree Consulting, Kingswood College, Leading Prospect Trading 111, SA Biomedical.
- Rates and length of the retainers were negotiated beforehand.
- Invoices were raised mostly on a monthly basis and paid on presentation.
- When clients had a cashflow problem invoices would be held back (Not Raised), reversed (Credit Noted) and then raised later.
- Regarding the escalated payments from the BOSASA Group, it can be clearly seen that the escalated payments were for previous unpaid months together with the relevant current month. Which is normal business practice.

This report is to be used for its intended purposes, no audit has been performed.

S Hajichristoforou

FULLSERVE CHARTERED
ACCOUNTANTS INC
S. HAJI-CHRISTOFOROU (CA) SA
CA(SA): 04884693
IRBA: ME847704
TAX PRACT: PR-0030126
0861 444 222
info@fullserveaccountants.co.za

KWR007
KW-004
285

Carlos Bonifacio

-----Original Message-----
From: Angelo Agrizzi
Sent: 21 August 2010 03:04 PM
To: Carlos Bonifacio;
Subject: Fw: July Payment

Please Carlos try and pay A.S.A.P.
-----Original Message-----
From: kevin@wakefordenterprises.co.za
To: Angelo Agrizzi
ReplyTo: kevin@wakefordenterprises.co.za
Subject: July Payment
Sent: Aug 21, 2010 14:54

Hi Angelo

Any conclusion on my July 2010 (catch up) payment! If there are any matters that I am unaware of please let me know. No offence!

Kind regards

Kevin
Sent via my BlackBerry from Vodacom - let your email find you!

Best Regards,

Angelo Agrizzi
Chief Operations Officer
Bosasa Group of Companies
Mogale Business Park
Gauteng
South Africa
Tel: +27 (0)11 662-6033
Fax: +27 (0)11 662-6138 / +27 (0)11 954-3401 Pvt
Mobile:+27 (0)82 902-8091
Angelo.Agrizzi@bosasa.com
Gina.Pieters@bosasa.com

www.bosasa.com
Mogale Business Park, 1 Windsor Road, Mogale City 1739
Gauteng Republic of South Africa

K.W.

KWR008
KW-013.
286

From: Kevin
To: Angelo Agrizzi
Date: Mon, 4 Oct 2010 12:43:55 +0200
Subject: August Invoice

Dear Angelo

I honestly believe we can be forthright with each other as friends. As you well know, I ceased invoicing the Group of companies at the beginning of 2010 as I sensed there were problems and continued assisting where and when I could add value out of friendship and loyalty to a company that have stood with me since mid 2006. I was then told that the Group wanted to compensate me with R400 000.00 that was due to me. I did nothing. A month later I saw R100 000.00 deposited into my business account. I then rang you and asked whether I should invoice you on a "catch up" basis. You agreed!

The August invoice is still outstanding. Should I cancel that and reclaim the VAT or wait. Whatever your response is, I don't mind and it won't impact on my assistance or friendship. However – knowing where I stand is all I ask.. .....

Regards

Kevin

MT

K.W.

KWR009
KN-032
287

From: Kevin
To: Angelo Agrizzi
Date: Sun, 24 Jul 2011 19:33:54 +0200
Subject: Guidance

Hi Angelo

You will remember that I discussed with you and Gavin an amount of around R260 000 that is owing to me about 3 weeks ago. How should I invoice that? Should I add a portion monthly or do you suggest another solution.

Let me know what your thoughts are!

I have instructed my bookkeeper to proceed with the normal amount for July 2011.

Kind regards

Kevin

MJ

KW - 082 KWR010

288

Date: Mon, 20 Jun 2011 14:47:06 +0200
To: Kevin<Kevin@wakefordenterprises.co.za>
Subject: Re: Irvine's Appliance Repairs and Electrical

Noted will keep looking at

Angelo Agrizzi
Chief Operations Officer
Bosasa Group of Companies
Mogale Business Park
Windsor Road
Luipaardsvlei-Mogale City
GAUTENG - South Africa

Angelo.Agrizzi@Bosasa.com
Gina.Pieters@Bosasa.com

+{0} 27 11 660 6033 - Landline
+{0} 27 82 902 8091- Mobile
+{0} 27 11 954 3401- Facsimile

Sent via mobile not verified for accuracy

On 20 Jun 2011, at 12:34, "Kevin" <Kevin@wakefordenterprises.co.za> wrote:

Dear Angelo

I refer to our discussion on Saturday concerning my brother in law's business. For disclosure purposes, I wish to note that I am a minority shareholder in the business.

Many thanks for your help on this matter.

Andrew Irvine will revert to you with more comprehensive information tomorrow. Andrew's details are as follows: [redacted]

Kind regards

K.W.

KWR011 289

SARS

ENFORCEMENT

AUDIT

Office
Megawatt Park

Enquiries
Johan Klingenberg

Telephone
011 602 4304

E-mail
jklingenberg@sars.gov.za

Facsimile
086 610 2072

Room
Second Floor Block B

Reference
9628003023
4460166046

Date
23 March 2011

The Public Officer

Phezulu Fencing (Pty) Ltd
Private Bag 2002
Krugersdorp
1740

Attention: Mr Peet Venter

South African Revenue Service

Megawatt Park, Block A & B, Maxwell Drive, Sunninghill Sandton.
Private Bag X187,
Rivonia, 2128

Telephone (011) 602 2000

Website: www.sars.gov.za

Dear Sir

VENDOR:	Phezulu Fencing (Pty) Ltd
IT REFERENCE NO.:	9628003023
VAT REFERENCE NO.:	4460166046
PERIOD(S) UNDER AUDIT:	2007 - 2010
TAX TYPE:	Income Tax and VAT.

TAX AUDIT: REQUEST FOR INFORMATION, DOCUMENTS OR THINGS

According to the engagement letter sent to you on 18 August 2010, SARS will be conducting an audit on the tax affairs of Phezulu Fencing (Pty) Ltd.

Please be informed that SARS requires the following information/documentation for inspection within seven (7) business days of the date of delivery of this letter, in terms of section 74A of the Income Tax Act (as amended) and section 57A of the VAT Act.

1) Documentary proof in respect of audit sample selected for the 2007 – 2009 years of assessment. (Please refer to attached schedule)
2) Detailed capital gains calculations for the 2007 – 2009 years of assessment.
3) Documentary proof in respect of sales that gave rise to the capital gains declared in the 2007 – 2009 years of assessment
4) Documentary proof in respect of the base cost used in calculating the capital gains declared in the 2007 – 2009 years of assessment
5) Detailed calculations in respect of 24C allowances claimed in the 2007 and 2008 Income Tax returns. (Documentary proof will be requested on a sample basis)
6) Please provide a detailed explanation of the "Installer Retention" general ledger accounts and how it is accounted for in the annual financial statements.

MD K.W.

7) Please indicate which general ledger accounts should be used to calculate the following amounts on the annual financial statements for 2007 - 2009:

- Loan, Receivables and Investments
- Trade and other receivables
- Borrowings
- Trade and other payables

8) Bank statements indicating the balance on the following dates of all bank accounts held by Phezulu Fencing (Pty) Ltd

- 28 February 2007
- 29 February 2008
- 28 February 2009

9) Please explain differences found in respect of reconciliation done between income declared on VAT 201 and Income Tax returns submitted for the 2007 – 2009 years of assessment. (Please refer to attached schedules.)

Should you require additional time, please do not hesitate to contact the writer:

If any of the information/documentation requested above is not available for any reason whatsoever, you are required to respond in writing why it is not available and when the information/documentation can be obtained.

You are reminded that an employer is obliged, in terms of Section 73A of the Income Tax Act (as amended) and section 55 of the VAT Act to retain such records for a period of five years.

You are also reminded that a taxpayer/trader is liable for prosecution in the event of, *inter alia*, failure to supply the information/documentation requested.

We thank you sincerely for your co-operation.

Yours faithfully,

Johan Klingenberg
Audit Team Member

Christopher Ndou
Audit Team Leader

for Commissioner: SARS

EMAIL OF CANCELLATION BY KEVIN WAKEFORD OF MEETING WITH GIANCARLO AGRIZZI

Fwd: FW: Cancelled: Meeting with Giancario Agrizzi

Kevin Wakeford <kevinwakeford1962@gmail.com>

---------- Forwarded message ---------
From: **Kathy Neonakis** <[redacted]@armscor.co.za>
Date: Fri, 25 Jan 2019, 09:07
Subject: FW: Cancelled: Meeting with Giancario Agrizzi
To: Kevin Wakeford <[redacted]@gmail.com> ([redacted]@gmail.com) <[redacted]@gmail.com>, Kevin Wakeford <kevin@[redacted].co.za>

-----Original Appointment-----
From: Kathy Neonakis
Sent: Friday, 04 September 2015 23:43
To: Kathy Neonakis; Kevin Wakeford
Subject: Cancelled: Meeting with Giancario Agrizzi
When: Thursday, 10 September 2015 08:00-09:00 (UTC+02:00) Harare, Pretoria.
Where: CEO's Boardroom

invite.ics
2K

GIANCARLO AGRIZZI CONTINUES TO REQUEST MEETINGS WITH KEVIN WAKEFORD IN JULY 2016

From: **Kathy Neonakis** KathyN@armscor.co.za
Subject: RE: Follow up
Date: 06 July 2016 at 21:51
To: Giancarlo Agrizzi g.agrizzi@icloud com

KN

Hi Giancarlo

Thank you for the follow up.

Mr Wakeford will only be available in August. We will get back to you with a date and time.

Kind regards

Kathy Neonakis
Senior Manager: Strategic Planning
Office of the CEO
ARMSCOR I 370 Nossob Street I c/o Delmas Avenue & Nossob Street I Erasmuskloof Ext 4 I Pretoria
Tel: +27 12 428 2395 I Fax: +27 12 428 2270 I Cell. +27 82 808 4834
E-mail: kathyn@armscor.co.za web:www armscor.co za

-----Original Message-----
From. Giancarlo Agrizzi [mailto:g.agrizzi@icloud.com]
Sent: 29 June 2016 03:21 PM
To: Kathy Neonakis
Subject: Re: Follow up

Hi Kathy,

Just a follow up to check if I can get a meeting with Kevin, it's been a hectic few months. Sorry for the late response

Sent from my iPhone

> On 24 Sep 2015, at 00 32, Kathy Neonakis <KathyN@armscor.co za> wrote:
>
> Dear Giancarlo,
>
> Are you available Tuesday 29 September 2015 at 13 00 for a follow up meeting with Kevin Wakeford?
>
> I await your response.
>
> Thank you
>
> Regards
>
> Kathy Neonakis
> Senior Manager: Strategic Planning
> ARMSCOR I 370 Nossob Street I c/o Delmas Avenue & Nossob Street I
> Erasmuskloof Ext 4 I Pretoria
> Tel. +27 12 428 2395 I Fax +27 12 428 2270 I Cell +27 82 808 4834
> E-mail: kathyn@armscor.co.za web:www.armscor co za
>
> -----Original Message-----
> From: Giancarlo Agrizzi [mailto:g.agrizzi@icloud.com]
> Sent: 22 September 2015 01:25 PM
> To: Kathy Neonakis
> Subject: Re: Follow up
>
> Highly appreciated
>
> Sent from my iPhone
>
> > On 22 Sep 2015, at 1 22 PM Kathy Neonakis <KathyN@armscor co za> wrote
> >
> > Okay, we'll look at another time next week
> >
> > -Original Message-
> > From Giancarlo Agrizzi [mailto g agrizzi@icloud com]
> > Sent 22 September 2015 01 19 PM
> > To Kathy Neonakis
> > Subject Re Follow up

Apologies I probably should have mentioned the premier of the free state so I won't be in the province until Thursday morning

Sent from my iPhone

> On 22 Sep 2015, at 1 11 PM, Kathy Neonakis <KathyN@armscor co za> wrote
>
> Hi Giancarlo,
>
> Are you perhaps available from 8 00 - 9:00 tomorrow morning?
>
> Thanks!
>
> -----Original Message-----
> From Giancarlo Agrizzi [mailto:g.agrizzi@icloud.com]
> Sent: 22 September 2015 01 08 PM
> To Kathy Neonakis
> Subject: Re Follow up
>
> Hi Kathy,
>
> Thanks so much for getting back to me, unfortunately I have a meeting from 2 until 4 with the premier I will await a time suitable to you other than tommorow any other day I will commit to up front
>
> Thanking you , once more
>
> Sent from my iPhone
>
> > On 22 Sep 2015, at 1 01 PM Kathy Neonakis <KathyN@armscor co za> wrote
> >
> > Hi Giancarlo,
> >
> > Trust you are well
> >
> > Will you be available tomorrow at 15 30 for a follow up meeting with Kevin Wakeford?
> >
> > I await your response
> >
> > Thank you
> >
> > Regards
> >
> > Kathy Neonakis
> > Senior Manager Strategic Planning ARMSCOR | 370 Nossob Street |
> > c/o Delmas Avenue & Nossob Street | Erasmuskloof Ext 4 | Pretoria
> > Tel +27 12 428 2395 Fax +27 12 428 2270 | Cell +27 82 808 4834
> > E-mail kathyn@armscor co za web www armscor co za
> > -----Original Message-----
> > From Giancarlo Agrizzi [mailto g agrizzi@icloud com]
> > Sent 09 September 2015 03 35 PM
> > To. Kathy Neonakis
> > Subject: Re Follow up
> >
> > Hi Kathy,
> >
> > My apologies for having to ask for a postponement of the meeting with Kevin tomorrow unfortunately a crises at work has emerged and I will be out of the province from this evening.
> >
> > Could you advise on another date next week? I will be back in the province on Saturday
> >
> > Thanks and please forward my humble apologies to Kevin
> >
> > Thanking you in advance
> >
> > Sent from my iPhone
> >
> > > On 04 Sep 2015, at 11 58 PM, Kathy Neonakis <KathyN@armscor co za> wrote
> > >
> > > Dear Giancarlo
> > >
> > > Please note that a meeting has been scheduled for Thursday, 10 September 2015 at 08 00
> > >
> > > Regards
> > >
> > > Kathy Neonakis

K.W.

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KWR016

state capture (https://citizen.co.za/category/news/south-africa/state-capture/) 22.1.2019 09:24 pm

Agrizzi's son Giancarlo opens up about involvement with the ANC and Linda Mti

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Charles Cilliers

Giancarlo Agrizzi. Picture: WhatsApp

Agrizzi Junior said he left the ANC when he became uncomfortable with how the party conducts its relationships with companies.

Angelo Agrizzi's son Giancarlo on Tuesday evening clarified his relationship with former prisons boss Linda Mti, while also talking about what he had experienced while working for the ANC in Gauteng.

His father, the headline-grabbing former Bosasa chief operations officer turned whistleblower, today implicated the former national commissioner of correctional services, Mti, as the alleged recipient of a R65,000 monthly payment, among other bribes, in order to facilitate tenders for Bosasa in the South African prison system.

KWR017

READ MORE HERE: How Linda Mti, other execs were allegedly 'bought' by Bosasa (https://citizen.co.za/news/south-africa/state-capture/2068697/how-linda-mti-other-execs-were-allegedly-bought-by-bosasa/)

Giancarlo Agrizzi said that in 2014 he was approached by his father – who he said was under the instructions of Bosasa CEO Gavin Watson – to start a company with Mti that would provide "consultancy services to various government agencies".

One of the directors and shareholders was to be Mti's son Vukani, said Giancarlo.

"I met with Linda Mti and Vukani Mti at Clearwater Mall with Angelo Agrizzi."

Giancarlo claimed he was "coerced", or in effect talked into, starting the company, which was registered under the GLZ Group of Companies trading as the Indlala Group of Companies. He was, however, careful to clarify that he and a university friend who was also involved had never received any financial reward himself from the arrangement.

"I was told that this was to assist us as the youth and that there was nothing untoward in this regard. It later become known to me that there was a dubious relationship between Mr Linda Mti and Mr Gavin Watson from Bosasa, now known as African Global.

"I immediately ceased work for the Indlala Group of Companies, as did one of the other directors, Mr Luyolo Mphiti. Neither myself nor Luyolo Mphiti were awarded any financial incentives during the time Indlala ran; the company also did not receive any contracts from any state agency. My relationship with Mr Mphiti emanates from our time while studying together at the University of the Witwatersrand."

He said he was later employed in the ANC Caucus in Gauteng, "wherein there are various accusations being raised that [ANC MP and Bosasa-bribe accused] Mr Vincent Smith assisted me in getting a job at the ANC".

"I have already made it public knowledge that I was employed by the then secretary of Caucus, Mr Sipho Makama, and was hired on the basis that my qualifications exceeded those of the job request."

He claimed that during his time at the ANC, he was "coerced by a gentlemen by the name of Fezile Mzazi, who is a current employee of Bosasa [managing director of Sondolo IT Division of Bosasa] to allow Bosasa to do branding for the ANC's campaign and arrange a helicopter for the [ANC's] Siyaqonba rally on July the 4th."

He attached images to show "how Bosasa [had] made up the branding in their office park in Mogale City".

Image: Supplied by Giancarlo Agrizzi.

"In the picture you can see Bosasa employees making up branding. I have also attached images of WhatsApp messages between two Bosasa employees regarding the branding and helicopter."

"Bosasa initially explained to me that this was a donation out of good faith to the ANC and that I simply needed to request the branding from them in order for them to be able to process it. The estimated cost of the branding to the best of my knowledge was in excess of R200,000. After the branding was delivered, I was approached to do introductions to the premier of the province, Mr David Makhura, and Mr Paul Mashatile [currently the ANC's treasurer-general]."

Giancarlo said that when he became aware that the reason for the branding donation was that he would be expected to facilitate meetings with senior politicians in Gauteng – because Bosasa was apparently "battling to get work out of Gauteng" ... "I immediately refused to do this and said that it went against the ethics of the ANC and I would not facilitate any meetings."

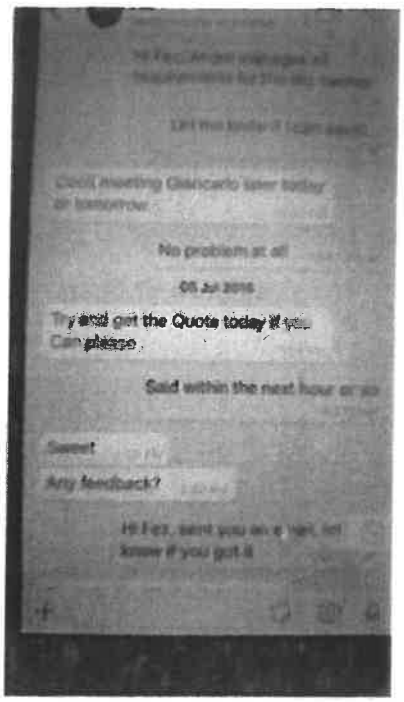

Image: Supplied by Giancarlo Agrizzi.

He said he later ended his employment with the ANC – which began as manager of research and ended as secretary of caucus – when he learnt that Brian Hlongwa (the former ANC chief whip) and Sochayile Khanyile (the current chief whip) "had a relationship with an IT company called World Tel and the contracts were being inflated".

"I openly opposed this contract but was advised by the former finance manager that I should not even try. World Tel owner Mr Shalin Govender had a close relationship with Mr Hlongwa and Mr Khanyile. I believe the contract remains in place to date and the relationship still exists between all parties.

"Mr Govender has also entertained both Mr Hlongwa, Mr Khanyile and myself and my wife at his residence in Bryanston."

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Pic: Journalists 'unable' to look at Zuma's topless fiancee during interview

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KWR019

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Overview

The Indlala Group is one of the first and largest BBBEE consulting firms in South Africa, and continues to grow the South African skills market, with a specific focus on youth upliftment.

Indlala Group of Companies is primarily focused on Three services

-Crises Managements
Indlala understands that running a company or a country means a number of risks may present themselves. Indlala has been industry specialists in crises management, while we cannot avoid certain risks we can ensure that the cost of the risk is maintained. Indlala's crises management team is strategically comprised of specialists in a variety of fields, this ensures that the crises is managed by someone who understands it. Indlala ensures that when a company or state department is met with a crises, a team of specialists are deployed immediately, this is because the first 24 hours are the most crucial to re-establishing functionality.
-Sophisticated Intelligence
Intelligence and information are critical to the success of any venture. Indlala has established itself as market leaders in the acquisition of specific 'Intel'. Networks and relationships have helped build the resource and knowledge base of Indlala, which means that when it comes to providing information services, both private and public sector have chosen to work with the Indlala group.
-Public Relations and Impact
The combination of a crises management team and sophisticated intelligence is what defines Indlala's services. Indlala offers a comprehensive service that works both to acquire the required 'Intel' as well as to establish a strategy to deal with the crises. Indlala has a dedicated public relations team who work together with the media and stakeholders to ensure all public relations matters are resolved. This means that unlike other companies – who only offer information services – Indlala provides a full strategy and crises management service.

Website	http://www.indlala.com
Industry	Information Services
Company size	2-10 employees
Type	Privately Held
Founded	2007
Specialties	Risk Analysis, Strategic Consulting, Country Porfolio, Consultancy, Investment Assurance, and Political Risk Analysis

INDLALA

OUR COMPANIES

Ilizwe Defense and Security

Ilizwe Ima

Ilizwe's Solutions include:

-
-
-
-
-

FOR MORE INFORMATION CONTACT US ON
Tel +27 (0) 11 768 4149 or **Email** info@indlala.com

QUERIES

ABOUT INDLALA

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SEARCH

299

KWR021

Certificate issued by the Commissioner of Companies & Intellectual Property Commission on Thursday, July 18, 2019 at 12:39

Disclosure Certificate: Companies and Close Corporations

Registration Number 2014 / 164463 / 07
Enterprise Name. GLZ GROUP OF COMPANIES

Companies and Intellectual Property Commission
a member of the dti group

ENTERPRISE INFORMATION

Registration Number	2014 / 164463 / 07
Enterprise Name	GLZ GROUP OF COMPANIES (PTY) LTD
Registration Date	21/08/2014
Business Start Date	21/08/2014
Enterprise Type	Private Company
Enterprise Status	Deregistration Process
Compliance Notice Status	NONE
Financial Year End	February
TAX Number	9769052169

Addresses

POSTAL ADDRESS
22 OAKTREE VILLAS
16 ALBERTROS STREET HELDEKRUIN
JOHANNESBURG
GAUTENG
1724

ADDRESS OF REGISTERED OFFICE
22 OAKTREE VILLAS
16 ALBERTROS STREET HELDEKRUIN
JOHANNESBURG
GAUTENG
1724

ACTIVE MEMBERS / DIRECTORS

Surname and First Names	Type	ID Number / Date of Birth	Contrib. (R)	Interest (%)	Appoint. Date	Address
AGRIZZI, GIANCARLO	Director	9107315133086	0.00	0.00	21/08/2014	Postal 22 OAKTREE VILLAS, 16 ALBERTROS STREET HELDEKRUIN, JOHANNESBURG, Residential 22 OAKTREE VILLAS, 16 ALBERTROS STREET HELDEKRUIN, JOHANESBURG,
MPHITHI, LUYOLO	Director	9209015705088	0.00	0.00	21/08/2014	Postal 211 NORTH ROAD, ROSSARCE, JOHANNESBURG, GAUTENG, 2011 Residential 211 NORTH ROAD, ROSSARCE, JOHANNESBURG, GAUTENG, 2011

AUDITOR DETAILS

Auditor Name	Type	Status	Appointment Date	Resignation Date	Email Address

Profession Number:

CHANGE SUMMARY

21/08/2014 Registration of CC/CO on 21/08/2014

Physical Address
the dti Campus - Block F
77 Meintjies Street
Sunnyside 0001

Postal Address: Companies
P O Box 429
Pretoria
0001

Docex: 256
Web: www.cipc.co.za
Contact Centre: 086 100 2472 (CIPC)
Contact Centre (International): +27 12 394 9573

MJ K.W.

300

KWR022

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Political Leader

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Political Leader

Johannesburg Area, South Africa · 500+ connections · Contact info

Connected More..

Democratic Alliance
University of the Witwatersrand

Experience

Democratic Alliance
3 yrs

PR Councillor
Aug 2016 – Present · 3 yrs
Tshwane municipality

Chairperson of Services and Infrastructure
Aug 2016 · 1 mo
City of Tshwane

Portfolio Chair of oversight for Services and Infrastructure

Junior sales consultant
Iemas Financial Services
Nov 2015 – Aug 2016 · 10 mos

Junior short term sales consultant

Executive Director
Indlala Group of Companies
Aug 2014 – Dec 2015 · 1 yr 5 mos

Indlala Director, Business Card

DA Young Leader Class of 2015
Democratic Alliance
Nov 2014 – Oct 2015 · 1 yr

Vice Chairperson
David Webster Hall Residence
Oct 2013 – Feb 2014 · 5 mos
University of the Witwatersrand

DASO Wits
1 yr 5 mos

Chair Person
Apr 2013 – Jan 2014 · 10 mos
University of the Witwatersrand

Secretary

People Also Viewed

Nomkhosi Dube
Head: EPMO

Parks Tau
President at United Cities . Governments (UCLG)

solly malatsi
Spokesperson for the Exec of Cape Town at City of Ca

Jabulile Mabuza
Virtual Sales Account Man Cisco

Nokuthula Khomo
Political Advisor at Parliam

Moloto Mothapo
Head of Media & Commun ANC, Parliament of RSA

Leon Mithi
Debating and Speech Coa

luiz maposa
Student at University of th Witwatersrand

Kea Rapitsi
Senior Candidate Attorney Edmonds Attorneys Inc.

Michael Shackleton
Partner at Shackleton & M Attorneys and Member of Provincial Legislature

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GROUP OF COMPANIES
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DIRECTOR

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Email selowa@indlala.com
Web www.indlala.com

MA L.h.

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KWR025

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Luyolo Mphithi
PR Councillor - City of Johannesburg

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Luyolo Mphithi

PR Councillor - City of Johannesburg

Johannesburg Area, South Africa · 432 connections ·
Contact info

City of Johannesburg

Syracuse University

Experience

PR Councillor
City of Johannesburg
Jun 2015 – Present · 4 yrs 2 mos
Soweto East- Ward 41 and 42

Provincial Legislature Researcher
Mpumalanga Provincial Legislature
Sep 2014 – Jun 2015 · 10 mos
Portfolios

1. Human Settlements
2. Co-operative Governance and Traditional Affairs... See more

Director
Indlala Group of Companies
Jul 2014 – Apr 2015 · 10 mos
Gauteng, Johannesburg
Executive Consultancy

Researcher
Executive Research Associate (ERA)
Jan 2014 – Jul 2014 · 7 mos
Gauteng

Research Assistant
Hanns Seidel Foundation
Feb 2014 – May 2014 · 4 mos
Gauteng

DA Youth Gauteng Provincial Chairperson of Communications and Media
Democratic Alliance Youth
Jun 2012 – Jan 2014 · 1 yr 8 mos

Director of Partnerships
Model IBSA
Aug 2011 – Jan 2014 · 2 yrs 6 mos

DASO Chairperson
DASO WITS

People Also Viewed

Lerato Magaga
Executive Director at Abun
dusty velvet

Kwena Moloto
PR Councilor at City of Tsh
Metropolitan Municipality

Phumzile Van Damme
Member Of Parliament at F
of the Republic of South A

Conisa Sihle Skosana
Registered and unemploye
Worker

Gareth Morgan
Director: Resilience at City
Town

Gwen Ngwenya
Chief Executive Officer Ter
Ltd

jacques julius
councillor at DA

Leah Knott
MMC Economic Developm
of Johannesburg

Lindiwe Nzuza
Moshal Scholarship progra
Alumnus• LLB •Legal Profe

Mike Moriarty
MPL at DA

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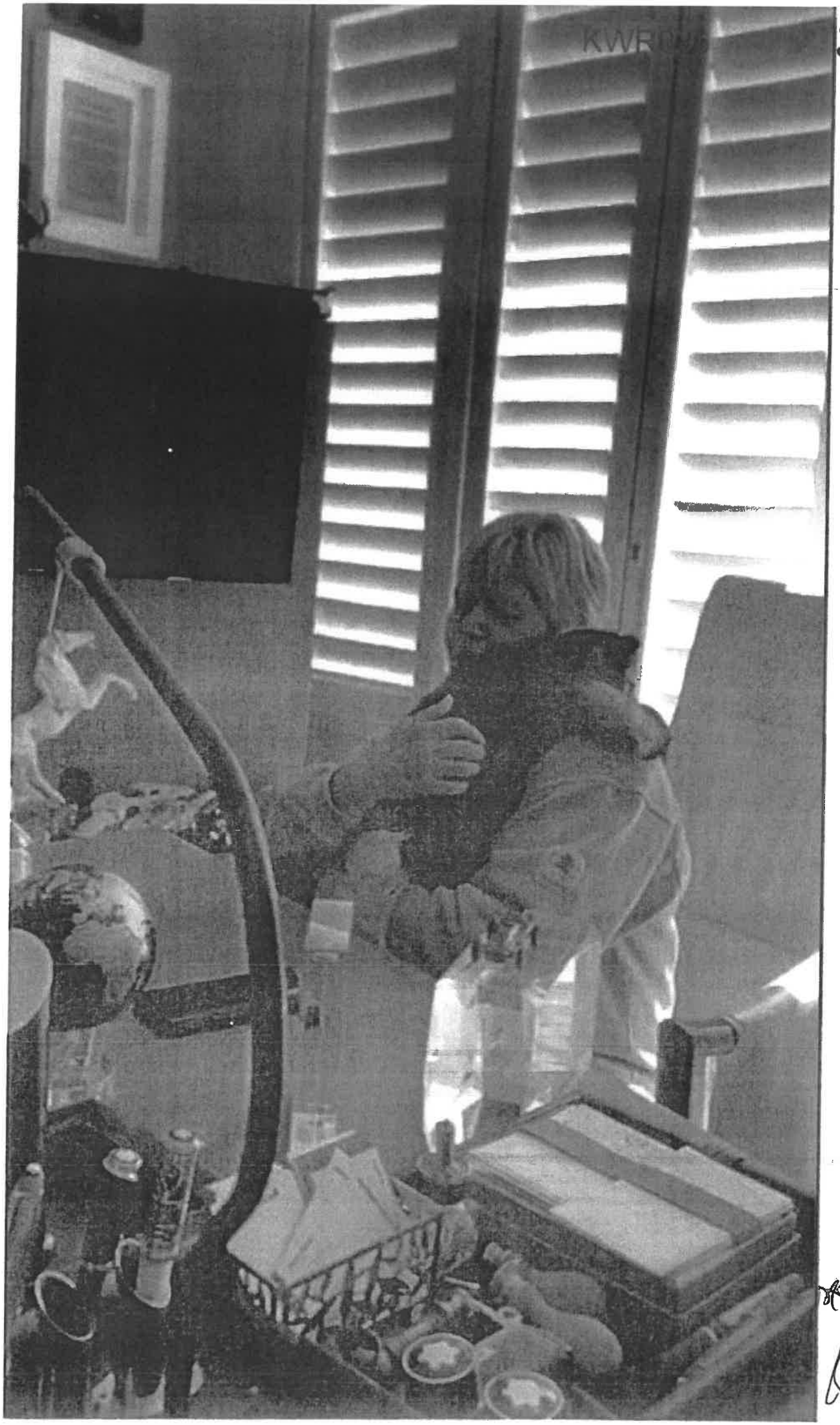

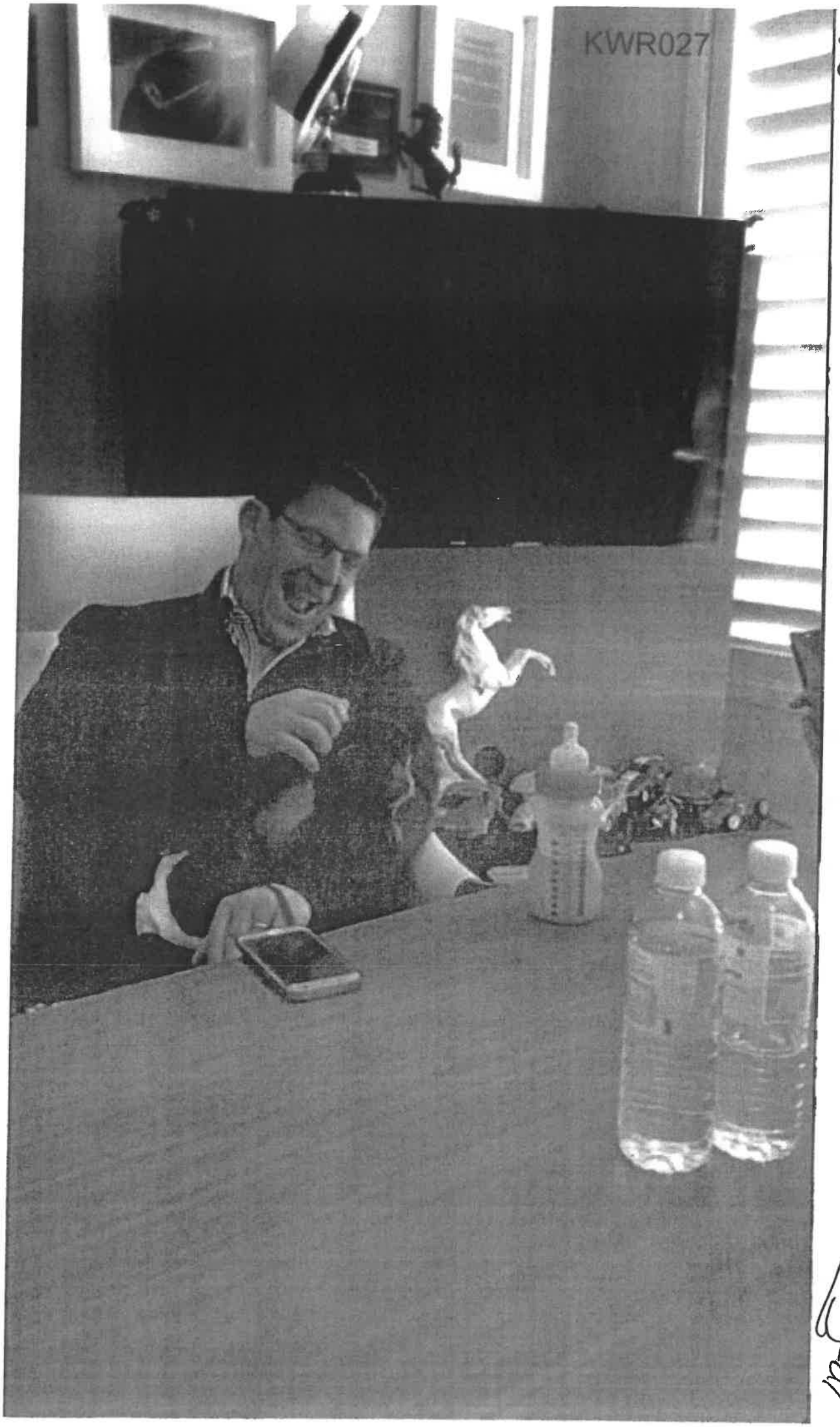
KWR027

Angelo Agrizzi **Thursday, March 8, 2018 at 12:18:46 PM South Africa Standard Time**

Subject: FW: Thoughts regarding the last offer and a new option - A potential solution thats not just a bandaid

Date: Wednesday, 07 March 2018 at 22:02:02 South Africa Standard Time

KWR028

From: Angelo Agrizzi <angelo@angeloagrizzi.com>

To: [redacted]

Priority: High

Attachments: Results 2015.jpg

AGRIZZI REQUESTS TO "TURNAROUND' AGO 12 HOURS AFTER SENDING DISAPRAGING EMAIL TO DARCY HERMANN

Brian,

"Not for distribution"

From the onset, I must highlight, that the Group of Companies is indebted to me as per a settlement contract, and because of a vested interest, I would like to raise the proposal, this is in no way intended to question Gavin Watson management style, ability or integrity, but a mere proposal to look at the alternatives to ensure continuity and save potential jobs

In terms of the last offer made in respect of the guys – "musketeers" – I don't think that it's going to fly at all, perhaps let's consider another approach.

At this stage lets be cognizant of Gavin's vulnerability and sensitivity to the matter, the risks facing the group that are apparent. Perhaps we have to look at the problem more holistically. I agree it's his business and he has a right to do whatever he feels is best, the fact remains sometimes one needs advice from someone such as yourself, and I trust your judgement in this. If you think for a minute it's not attainable don't bother with it, and scrap the proposal, but just maybe there might be some merit in it.

The challenge is quite simply as you stated the company hasn't got money at the moment, it's a reality that there has been a shift, let's for the sake of the business put ego's, blame and bitterness aside and look at the reality.

I gave it some thought, Gavin Watson is in a quandary, the Company has made losses in the 2016/2017 year, my calculations are that the losses must be sitting at about R55 Million if not more, the 2017/2018 figures are probably going to be even worst potentially a R85 Million loss, in this instance the balance sheet and the assets actually don't mean to much at all, the fact is the only way they can sustain the losses is by taking the Ntsibinthle dividend contributions of R70 Million per annum into the endless pit!, this is probably what has been done to keep it afloat.

The fact is if you look at the past performance compared to the last 18 Months, the problem is quite simply a fundamental management skillset and focus problem, the economy has nothing to do with it. The losses aren't because of Copper Rod, my payout (which is reflected in a loan account) but actual trading losses as a result of a group that has unfortunately just grown to fat, and needs to be trimmed to the bare bones, and refocused something I proposed in November 2016.

The 2015/2016 costs include the revamp of Lindela, the houses, Biorganics etc. costs that came to well over R30,000,000 yet we still accommodated the costs and posted a trading profit of R112,000,000, had no overdraft and paid handsome bonuses to all staff. The actual pre-tax trading results were as follows;

Signed of financials – See attached
(All stated Pre Tax)

- Feb 2015 – R272,000,000 (Includes a re-evaluation of Ntsibinthle R195,000,000.) – Actual Profit R 77,000,000.00

- Cash in the bank – R61,000,000 No overdraft
- Feb 2016 – R112,000,000 (Includes a re-evaluation of Head Office Properties R35,000,000) – Actual Profit R77,000,000.00
  - Cash in the bank – R71,000,000 No overdraft

Forecast
(All forecasted on previous results and stated Pre Tax)

- Feb 2017 – (R55,000,000) Loss – To be signed off
  - Overdraft R50,000,000
- Feb 2018 – (R85,000,000) Loss Forecasted

- *The business actually declined in profits R132,000,000 – Shocking to say the least only attributable*
- *Cash reduced from R71,000,000 to an Overdraft of R50,000,000 – decline in R126,000,000*

NOTE: A forecast was sent to FNB in June 2017 that the 2017 trading profits would be R54,000,000 profit as opposed to the actual trading loss of R55,000,000 which is further concern on whether facilities will be continued in 2018.

Current concerns;

A simple analysis will tell you that 65% of the business is Catering Services, 20% Security and Lindela, the balance is made up of Youth Development Centers and other smaller offerings. The facts are as follows;

1. Kgwerano is going into contract termination and is in the moment subsidized by the Group
2. The Sondolo IT Department of Justice contract is terminating in the next few months
3. The Security contracts have dwindled and are nearly non-contributory – probably in a loss situation
4. Copper Rod – at best would require a further R100,000,000.00 in raw material and a further R12,000,000.00 Commissioning fee to get it up and running, even then it would probably never recoup the initial capital layout, The forecast a year ago was at R5,000,000 profit, not taking the funding costs into consideration, and the market is now saturated
5. The fact is that Lindela currently only has a maximum amount of 500 people at any one time, chances are the Department of Home Affairs will not keep a centralized operation, and talks have been to decentralize it to border posts, this would mean that the R8,000,000.00 revenue stream would eventually be compromised
6. Prospects of Smart City and the DBSA Facilities Management contract as well as the SAPO security contract are dismal due to the political alliance everyone associates Watson with, in effect Watson has become a political hot potato – we all know it, no one has the guts to tell him

Understanding what Bosasa is good at;

If 65% of the business is Catering related you would expect the company to have specialist skills in the catering sector, currently there are none, and hence the bleeding at the Mines and at Correctional Services, you cannot expect the current situation to improve unless you have operators and experienced ones at that. A simple example, to retain Sibanye with the hope of getting additional business, they have if you analyze the bid submitted effectively cut pricing, a practice that seems to be the norm now at Bosasa. I personally never cut pricing, yet retained existing contracts, it's quite simple clients are resistant to change especially in the food sector, so why change it?

Taking all of this into consideration, one has to look at how to remodel the existing business, so that you can make it lean and operationally sustainable. Just using the Ntsibinthle dividends to float it in the long term is not sustainable. Unfortunately there is only one option left to rescue the business, and I would like to propose what I consider a win-win solution.

At the end of the day, Bosasa has been successful in providing "High Density Accommodation Services" and to a degree "Hi Tech Security Solutions" and that's where previously we made good money. It was when we started delving in the IT sector, vehicle management and aquaculture etc., all sectors we did not have the skill to manage or understand, whenever Bosasa employed far too many Chartered Accountants things went wrong, a simple fact, when we changed it and made more people operationally accountable and sent them into the field to control soup and bones we made money.

Gavin is set for life – he and his family can have the assurance of receiving the Ntsibinthle dividends for another 26 years if you look at the lifespan of the mine. Just the dividends will contribute an average of R70,000,000.00 per annum post tax. Furthermore what I would like to propose is we look at in conjunction with your continued involvement perhaps an unbundling of sorts, where we then provide Gavin and the Watsons with annuity income derived from the use of the properties and payment in terms of royalties, the benefits of which could well be in excess of R44,00,000.00 per annum, this provides Gavin and the Watson's with annuity income of well over R110,000,000.00 per annum, significantly more than what they are currently receiving.

Gavin can still continue being involved in the development of deals that when close to conclusion can be incorporated into the business, this however gives him less of the risk exposure he currently has.

What this will also do is provide conservatively an income for the "new management" team an expected R80,000,000 per annum, after we have unbundled the non-profitable operations and optimized those that are contributing. The fundamental being that you now have a focused and skilled team focused on developing a sustainable business.

N10 Brian the fact is that at the moment the Directorate (Darkies), the family and the existing employees merely see Bosasa / African Global as a meal ticket, and security. I've known Gavin for 19 years, he is very predictable, ego conscious and hates losing, so we would have to if you think on how best to approach the matter.

The reality is that he has not been able to increase revenue, has depleted the profits and is daily building one massive liability in terms of staff costs and potential long term retrenchment costs.

To turn around the business would take me at most six months, and I would require a relaxation of any payback until the unbundling has been completed, in fact I am so confident, knowing that I have done it on no less than three occasions, pre-empted by bad decisions made by Gavin himself – Sea Ark, Dealstream, F&R PHAKISA – and everytime I have been able to turn it around.

OMIT IF FORWARDING

Between you and me, you are well aware of the fact that he is reliant on the likes of Colleen (Etienne had his own opinion), Lindsay (Incompetent at best) and Louis Passano who has been sequestrated more than once, previously fired for bad decisions and hasn't been able to hold down a job – I don't want to
N10 badmouth but whether you like it or not the Board of Directors (save for Joe Gumede) are merely in it for themselves. By minimizing the existing board to perhaps three, one would see a phenomenal change in attitude and performance.

Put simply – if a person cannot master his own finances at home, chances is they cannot even begin to manage a Companies interests, the added stress of not knowing how you will pay your own creditors would keep me focussed on my worries and not on the business – especially if I have liquidators at the door knocking.

Brian, I don't want to rub it in that Gavin has made really bad decisions, but do you honestly believe he can rescue the business in its current form, I don't think so, he is far to gullible and set in his ways. You

cannot build incredible systems that are merely shelved, when the fundamental operational systems aren't in place, you cannot take an approach of endlessly developing solutions such as a Transport Fleet Management system that has cost in three years R40,000,000 without having a client who will buy it, we all know it, yet Gavin will allow that because he believes in it, because he likes the person championing it. Of course the likes of Papa Leshabane will advocate that it's about to be sold to some transport official in the Northern Cape, it's a free trip, R15,000 entertainment and a pillow service for the evening, this has been going on for 11 years – still no contract, despite the millions into dev costs with the Indians.

END OF OMISSION

N11 Let's say Gavin doesn't trust me, or Andries let's hypothetically say that we stole the R30,000,000 he claims (deep down you know we didn't), the answer is then quite simply he still made R77,000,000.00 per annum, as opposed to someone who didn't steal and made a R55,000,000.00 loss, the reality is that the trajectory he is on is fueled by people who have their own interest at heart, and will continue to sustain losses.

Brian, quite simply cost savings have been overlooked due to sentiment;

- quite simply cut out three departments, and curtail expenses in two others that would generate savings of R2,400,000 per month
- dispose of non-contributory divisions / companies generate a saving of R4,800,000 per month
- decentralize certain functions and outsource the coordination would generate R4,100,000 per month
- improved operational efficiencies would generate a further R8,200,000 per month
- negotiations on supplier contracts would generate a minimum R3,800,000 per month
- improve negotiations on client contracts would generate a minimum of R11,700,000 per month

Total R 35,000,000 in efficiencies within the first six months, attainable because we have achieved better before

Give the matter some thought, the benefits are endless, Watson no longer has to live with the Sword of Damocles over his head, an exit will in fact rid him of all the liabilities he has been faced with, and he retains his honor and dignity in the process. The fight has been long and arduous, Gavin is 70 years old and quite simply I don't think he want to focus on the negative, who is out to get him, what surprises are waiting for him and most importantly does he want to live with the constant need to please people and pay them off so that they maybe bring in a good deal? – we all know we haven't seen one come to fruition yet – and it's sad he trusted so many "deals" to come off.

Furthermore the contingent liability is probably already well over the R98,000,000 making Bosasa / African Global the perfect candidate for business rescue.

The alternative is daunting and scary, if the company continues on the trajectory, we know where it will end up, and would probably result in Gavin losing everything in trying to please his current team, they in effect will be worse off for it, and the likelihood is some "Enver Motala" will make a meal of it towards the end, we have to try avert it. Obviously if it came to that I would be first in line bidding to take it over on full risk, I can assure you I will endeavor to offer a plan to the relevant banks.

I would suggest that Brian you form part of the Company as a senior advisor or director to manage and control Gavin's best interest, I think deep down in the last two years something has drastically gone wrong, Gavin knows it, and I'm sure he regrets it, unfortunately his pride and the influence of others has robbed him of his peace, and I actually do feel sorry for him, and maybe this is a way to help him. Perhaps I've had a bit too much cheese this evening, but I am sincere in what I have proposed, this could in effect be a turning point for him, and improve his lifestyle.

Brian, any rational individual would opt for this opportunity, and allow a new wave to take it to new heights, you cannot at this stage evaluate the company as a going concern, and hence my proposal – give it some thought – hopefully I can be of assistance in solving the cause and not just the symptom.
As difficult as it might seem to propose to Gavin, let's give it our best, if it fails we know we tried earnestly to resolve it, and save jobs.

In closing – I am sure if we all form a formidable team, with a common goal and purpose we can change the downhill course to destruction to an evolutionary turnaround, that will benefit all.

Bouna Notte

EMAIL FROM LEGAL ADVISOR TO AGRIZZI SUBSEQUENT TO BOARD MEETING

From:: Angelo Agrizzi <angelo@angeloagrizzi.com>
Sent:: Monday, 19 March 2018 1:48 PM
To:: [redacted]>
Subeject:: Re: The Board's response to your proposal of 7 March 2018

[redacted] – My comments BELOW in the body of your mail, and see the email to Prof [redacted] I copied you into

See original offer again – attached that will clarify all the questions posed.

In addition to the comments below

The proposed plan was sent to you, it's pretty conclusive, I then had a long chat with Prof [redacted] who clearly indicated to me that Gavin wasn't interested, "Too much pressure from the black directorate" – I then responded to you with a detailed email, copying you in on the discussions with prof, where I specifically told you that it is evident the proposed transaction is **stillborn**! None the less I don't know why pursuant to my mail to you, you still saw fit to have a meeting which was supposed to take place on the Monday, then the Wednesday then the Friday and which supposedly took place today.

Once more [redacted] – it's exactly what it is – a lot of games being played, The guys must do what they want to do going forward, I'm not about being played for time by yourself less by Gavin Watson, there just is no reason to carry on playing games, **An offer is on the table, take it or leave it, if you don't want to do it, let's leave it, perhaps I will pick up what's left later on.**

Angelo Agrizzi

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Fourways | South Africa

w: www AngeloAgrizzi.com

e: Angelo@AngeloAgrizzi com

s: Angelo.Agrizzi

SOUTH AFRICA | ITALY | USA | UK | BOTSWANA | NAMIBIA

From: [redacted]
Date: Monday, 19 March 2018 at 12:53
To: "angelo@angeloagrizzi.com" <angelo@angeloagrizzi.com>
Subject: The Board's response to your proposal of 7 March 2018

Dear Angelo

I met with the African Global Board this morning when I presented your turnaround proposal of 7 March 2018.

The meeting took place in an acceptably appropriate business-like environment, lasted 1.5 hours, and several questions were raised, which I set out below.

Would you please be good enough to respond to these questions, and on receipt of your response, the Board will make and communicate a decision to you.

1. Who comprises and forms part of the management team that you refer to, and does this include Frans Voster, Leon van Tonder and Andries van Tonder? Are you personally also part of the 'management team'? **ME, PERSONALLY I WOULD HEAD UP THE TRANSACTION AND YES IT WOULD INCLUDE THE AFOREMENTIONED WITH THE ADDITION OF CERTAIN OF THE ROLE PLAYERS THAT PREVIOUSLY WERE EMPLOYED BY THE COMPANY**

2. How do you envisage making a difference, and on a practical level, how do you envisage turning the business around? **THE PROPOSAL FORWARD TO YOURSELF IS I WOULD SAY VERY COMPREHENSIVE AND PERHAPS YOU SHOULD REFER BACK TO IT, THE TURNAROUND WOULD MOST DEFINITELY INVOLVE SOME SEVERE CHANGES, AND AS INDICATED IN THE DOCUMENT INVOLVE UNBUNDLING OF NON -PROFIT GENERATING ENTITIES – PRACTICALLY IT HAS BEEN DONE ON A FEW OCCASSIONS BEFORE, WITHOUT HAVING PROCURED NEW BUSINESS, BUT BY ENSURING EFFECIENCIES ARE OPTIMISED, I RE-ITERATE THE FACTS WERE IN FACT ALLUDED TO IN THE DOCUMENT**

3. How do you envisage running the business and what is the role of the existing Board going forward? **THE INTENT IS TO EFFECTIVELY MANAGE THE BUSINESS WITH COMPETENT AND FOCUSSED INDIVIDUALS, IF THE DIRECTORS HAVE THE ABILITY THEY WILL MOST DEFINITELY FORM PART OF IT, COUPLED WITH LUCRATIVE INCENTIVES AS SET OUT IN THE PROPOSAL**

4. If your baseline figures (2017 loss of R55m & R50m overdraft) are wrong, how do you envisage achieving the savings you say you will achieve within a 6-month period? As a fact I am told that your baseline figures are wrong, and the question arises, where did you get your figures from? – **CORRECTION – THE ATTAINED PROFITS FOR 2016 -2017 SHOUKLD REFLECT A PROFIT OF R50,000,000.00 YOU WILL RECALL THAT DURING THIS FINANCIAL PERIOD UP AND UNTIL DECEMBER 2016, THE GROUP HAD AN ACCUMULATIVE PROFIT OF R75,000,000 WITH A POSITIVE BANK BALANCE, THIS WAS DEPLETED DURING JANUARY AND FEBRUARY 2017, WITH THE RESULTANT FIGURES BEING A REDUCED PROFIT OF R50,000,000** THE FACT THAT THE BUSINESS IS NOW FORECASTED FOR A LOSS FOR THE PERIOD FEBRUARY 2017 TO FEB 2018 OF AN ESTIMATED R50,000,000 LOSS INDICATES A LACK OF OVERSIGHT AND ABILITY, A NEGATIVE R100,000,000 TURNAROUND SINCE THE DEPARTURE OF PIVOTAL EMPLOYEES AND LEADERSHIP, I THINK THE RROR IS MERELY A TYPO ON THE YEARS. THE FACT REMAINS IS THAT ACCORDING TO MY CALCULATIONS FEB 2018 IS ACTUALLY IN A LOSS, WITH A DEFINATE NEGATIVE BALANCE IN THE BANK.

5. Given that new deal flow would be critical to any turnaround, what new deal flow do you envisage bringing in, or is your turnaround limited to existing catering / security contracts only? **BRIAN – QUITE SIMPLY IF I WAS TO GIVE YOU THE DETAIL I WOULD BE GIVING YOU THE ADVANTAGE, THE PROPOSAL MAKES PROVISION FOR COMMERCIALLY VIABLE GARUNTEES, MORE SO THAN WHAT THE GROUO CURRENTLY HAS, AUGMENTED BY A PREVIOUS TRACK RECORD THAT IS IMPECCABLE**

6. What is the cost of your management team? Will you be charging a fee, or will your fee be determined by a percentage of savings achieved? Do your team members come back as full-time employees or are they on a 6-month / 12-month contract or are they consultants employed by the company.

[redacted] – IT SEEMS THAT PERHAPS THE INTENT HAS NOT BEEN COMMUNICATED, I REFER BACK TO THE PROPOSAL, IT ENTAILS GAVIN WATSON RESORTING TO TAKING A BACK SEAT, ILL RE-ITERATE IN BRIEF;

EXTRACT FROM PREVIOUS MAIL

"Not for distribution"

From the onset, I must highlight, that the Group of Companies is indebted to me as per a settlement contract, and because of a vested interest, I would like to raise the proposal, this is in no way intended to question Gavin Watson management style, ability or integrity, but a mere proposal to look at the alternatives to ensure continuity and save potential jobs

The challenge is quite simply as you stated the company hasn't got money at the moment, it's a reality that there has been a shift, let's for the sake of the business put ego's, blame and bitterness aside and look at the reality.

I gave it some thought, Gavin Watson is in a quandary, the Company has made losses in the 2016/2017 SHOULD READ 2017/2018 year, my calculations are that the losses must be sitting at about R55 Million if not more, the 2017/2018 SHOULD READ 2018/2019 figures are probably going to be even worst potentially a R85 Million loss, in this instance the balance sheet and the assets actually don't mean to much at all, the fact is the only way they can sustain the losses is by taking the Ntsibinthle dividend contributions of R70 Million per annum into the endless pit!, this is probably what has been done to keep it afloat.

The fact is if you look at the past performance compared to the last 18 Months, the problem is quite simply a fundamental management skillset and focus problem, the economy has nothing to do with it. The losses aren't because of Copper Rod, my payout (which is reflected in a loan account) but actual trading losses as a result of a group that has unfortunately just grown to fat, and needs to be trimmed to the bare bones, and refocused something I proposed in November 2016.

The 2015/2016 costs include the revamp of Lindela, the houses, Biorganics etc. costs that came to well over R30,000,000 yet we still accommodated the costs and posted a trading profit of R112,000,000, had no overdraft and paid handsome bonuses to all staff. The actual pre-tax trading results were as follows;

Current concerns;

A simple analysis will tell you that 65% of the business is Catering Services, 20% Security and Lindela, the balance is made up of Youth Development Centers and other smaller offerings. The facts are as follows;

1. Kgwerano is going into contract termination and is in the moment subsidized by the Group
2. The Sondolo IT Department of Justice contract is terminating in the next few months
3. The Security contracts have dwindled and are nearly non-contributory – probably in a loss situation
4. Copper Rod – at best would require a further R100,000,000.00 in raw material and a further R12,000,000.00 Commissioning fee to get it up and running, even then it would probably never recoup the initial capital layout, The forecast a year ago was at R5,000,000 profit, not taking the funding costs into consideration, and the market is now saturated
5. The fact is that Lindela currently only has a maximum amount of 500 people at any one time, chances are the Department of Home Affairs will not keep a centralized operation, and talks have been to decentralize it to border posts, this would mean that the R8,000,000.00 revenue stream would eventually be compromised
6. Prospects of Smart City and the DBSA Facilities Management contract as well as the SAPO security contract are dismal due to the political alliance everyone associates Watson with, in effect Watson has become a political hot potato – we all know it, no one has the guts to tell him

Understanding what Bosasa is good at;

If 65% of the business is Catering related you would expect the company to have specialist skills in the catering sector, currently there are none, and hence the bleeding at the Mines and at Correctional Services, you cannot expect

the current situation to improve unless you have operators and experienced ones at that. A simple example, to retain Sibanye with the hope of getting additional business, they have if you analyze the bid submitted effectively cut pricing, a practice that seems to be the norm now at Bosasa. I personally never cut pricing, yet retained existing contracts, it's quite simple clients are resistant to change especially in the food sector, so why change it?

Taking all of this into consideration, one has to look at how to remodel the existing business, so that you can make it lean and operationally sustainable. Just using the Ntsibinthle dividends to float it in the long term is not sustainable. Unfortunately there is only one option left to rescue the business, and I would like to propose what I consider a win-win solution.

At the end of the day, Bosasa has been successful in providing "High Density Accommodation Services" and to a degree "Hi Tech Security Solutions" and that's where previously we made good money. It was when we started delving in the IT sector, vehicle management and aquaculture etc., all sectors we did not have the skill to manage or understand, whenever Bosasa employed far too many Chartered Accountants things went wrong, a simple fact, when we changed it and made more people operationally accountable and sent them into the field to control soup and bones we made money.

Gavin is set for life – he and his family can have the assurance of receiving the Ntsibinthle dividends for another 26 years if you look at the lifespan of the mine. Just the dividends will contribute an average of R70,000,000.00 per annum post tax. Furthermore what I would like to propose is we look at in conjunction with your continued involvement perhaps an unbundling of sorts, where we then provide Gavin and the Watsons with annuity income derived from the use of the properties and payment in terms of royalties, the benefits of which could well be in excess of R44,00,000.00 per annum, this provides Gavin and the Watson's with annuity income of well over R110,000,000.00 per annum, significantly more than what they are currently receiving.

Gavin can still continue being involved in the development of deals that when close to conclusion can be incorporated into the business, this however gives him less of the risk exposure he currently has.

What this will also do is provide conservatively an income for the "new management" team an expected R80,000,000 per annum, after we have unbundled the non-profitable operations and optimized those that are contributing. The fundamental being that you now have a focused and skilled team focused on developing a sustainable business.

The reality is that he has not been able to increase revenue, has depleted the profits and is daily building one massive liability in terms of staff costs and potential long term retrenchmentcosts.

To turn around the business would take me at most six months, and I would require a relaxation of any payback until the unbundling has been completed, in fact I am so confident, knowing that I have done it on no less than three occasions, pre-empted by bad decisions made by Gavin himself – Sea Ark, Dealstream, F&R PHAKISA – and everytime I have been able to turn it around.

[redacted], quite simply cost savings have been overlooked due to sentiment;

- quite simply cut out three departments, and curtail expenses in two others that would generate savings of R2,400,000 per month
- dispose of non-contributory divisions / companies generate a saving of R4,800,000 per month
- decentralize certain functions and outsource the coordination would generate R4,100,000 per month
- improved operational efficiencies would generate a further R8,200,000 per month
- negotiations on supplier contracts would generate a minimum R3,800,000 per month
- improve negotiations on client contracts would generate a minimum of R11,700,000 per month

Total R 35,000,000 in efficiencies within the first six months, attainable because we have achieved better before

Give the matter some thought, the benefits are endless, Watson no longer has to live with the Sword of Damocles over his head, an exit will in fact rid him of all the liabilities he has been faced with, and he retains his honor and dignity in the process. The fight has been long and arduous, Gavin is 70 years old and quite simply I don't think he want to focus on the negative, who is out to get him, what surprises are waiting for him and most importantly does he want to live with the constant need to please people and pay them off so that they maybe bring in a good deal? – we all know we haven't seen one come to fruition yet – and it's sad he trusted so many "deals" to come off.

Furthermore the contingent liability is probably already well over the R98,000,000 making Bosasa / African Global the perfect candidate for business rescue.

The alternative is daunting and scary, if the company continues on the trajectory, we know where it will end up, and would probably result in Gavin losing everything in trying to please his current team, they in effect will be worse off for it, and the likelihood is some "Enver Motala" will make a meal of it towards the end, we have to try avert it. Obviously if it came to that I would be first in line bidding to take it over on full risk, I can assure you I will endeavor to offer a plan to the relevant banks.

Please let me have your response as soon as circumstances permit to facilitate a Board decision.

Kind regards

[redacted]

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TRANSCRIPTION OF RECORDING OF VAN TONDER CONFIRMING AGRIZZI'S DESIRE TO TAKEOVER BOSASA IN AUGUST 2018

TRANSCRIPTION OF RECORDING MADE AT THE RESIDENCE OF JARED WATSON IN MORNINGSIDE, JOHANNESBURG, ON 27 AUGUST 2018

I, Jared Watson, do hereby certify that I was a participant in the recorded conversation, and that I personally made the audio recording.

Furthermore, I subsequently transcribed the recording, and do hereby certify that as far as it is audible, the below transcription is true and correct.

The transcription is a full and complete transcription of the entire original recording of the conversation.

The recorded conversation is composed to 2 separate recordings. Recording 1 started at 17:51:PM on 27 August 2018, continued for 25 minutes and 09 seconds, and stopped at 18:16:PM.

Recording 2 started at 18:19PM, 3 minutes after Recording 1, and continued for 44 minutes and 33 seconds, stopping at 19:03PM.

The reason for the break in the recordings, is that the recording was made on my phone, and Andries van Tonder used my phone in between the 2 recordings.

The original recording was not edited in any way.

PARTICIPANTS IN CONVERSATION:

1. **JARED WATSON (JW)**
2. **ANDRIES VAN TONDER (AVT)**
3. **ANGELO AGRIZZI (AA) - (THROUGH INTERIM PHONE CALLS WITH ANDIRES VAN TONDER)**

JARED WATSON

TRANSCRIPTION OF RECORDING 1:

Recording starts at 17:51PM on 27 August 2018

JW: We thought this was prepared by Angelo, for us to sign effectively. So we had no knowledge that that had upset him or anything like that. Um, so so…

AVT: The thing… I've, I actually made a copy of what Angelo wrote that night.

JW: Ja, what did he write there?

AVT: OK. He wrote…OK… Brian Buybuck and Angelo Agrizzi, and Angelo Agrizzi to agree on the replacement agreement.

JW: OK.

AVT: OK.

JW: But nothing had been prepared at that stage?

AVT: No. OK, alright. Um, AA to see and agree first.

JW: AA?

AVT: Angelo Agrizzi.

JW: Ja.

AVT: Then only Gavin Watson… uh… then only Gavin Watson must also agree, or something like that.

JW: OK.

AVT: OK. So what he said...

JW: Oh OK that is what you were talking about.

AVT: Yes, yes, yes yes.

JW: It is not untidy but it is difficult to read hey.

AVT: Mm.

JW: Uh.

AVT: So basically what he says is, he...

JW: AA, this one here?

AVT: Mm...

JW: ... (inaudible)...

AVT: ... no, no, no... so um, ja, so sorry I was there still.

JW: Sorry I don't mean to interrupt you.

AVT: So what he says is, the agreement was that him and Brian Buybuck first agree and then they will take it to Gavin.

JW: Oh, OK. I was there hey and I never picked it up, hey. Honestly, I honestly didn't pick that up. Because remember he was writing it as Brian needed to rush to get home. He was writing the last points to himself. I, I never picked that up myself.I I can just say.

AVT: You were talking so much. (AVT laughs) Anyway, ...

JW: My apologies.

AVT: It's just tounge in the cheek.

JW: My apologies.

AVT: And then, OK, AA continue to speak with the media in terms with media release, OK to meet, to handle the media.

JW: To get the media to back-off or whatever?

AVT: Ja.

JW: OK.

AVT: And then AA, AA is Angelo Agrizzi, to go silent on Adriaan Basson, it looks like it AB and media, media something.

JW: Ja.

AVT: And Hawks to assist to close the case. Yes, that is it. To go silent and to help to close this (inaudible).

JW: So he's saying, so he is just saying, let's finalise the contract, I'll speak to the media, I'll get them to cool off, I'll get the Hawks to cool off

AVT: Ja, ja.

JW: OK, OK.

AVT: And then, there were those numbers that he had to research for (inaudbile).

JW: Oh OK, I remember that.

AVT: So this is what he wrote down.

JW: Ja.

AVT: OK.

JW: Um,and then, then can we work through the contract quickly?

AVT: Hey?

JW: Can we work through this contract?

AVT: Ja, wait wait I'm not...

JW: Oh OK.

AVT: So then with great difficulty I said to Angelo let's just talk about that, this, because when you spoke to me in the car, etc. so I was, you know this things is going nowhere.

JW: Sure.

AVT: And um, so, I spoke and I asked him if I can't, if we can't just discuss a possible way forward.

JW: Ja, ja that sounds great.

AVT: And that's what we've done now the whole time now since then, alright.

JW: But that's why I said like.

AVT: So what Angelo says is, he says, whether you like it or not, the business as it is, with the management there, you know, including Gavin Watson.

JW: Take a couple of notes?

AVT: Ja.

JW: And your suggestions hey?

AVT: Ja, is basically what we proposed the other night, why doesn't, why is Gavin not prepared to sell it?

JW: Sell the business?

AVT: And then, because then at least you can go to the market and say look, it's under new management type of thing.

JW: But I mean, wouldn't Angelo be worried that if he you're buying a business that that that he's released this media statement about, do you know what I mean? So.

AVT: Ja look I mean, that is, that is an option, he is quite willing to talk in that direction, and that night he actually brought it up with um Ronnie and your dad as well and they were not too happy about that proposal, so, assume that's off the table, alright?

JW: OK.

AVT: The second, um, that would be a good option.

JW: OK. But wouldn't, I mean. I was just thinking...

AVT: The second option would be..

JW: Ja.

AVT: Gavin must go to PE..

JW: Ja.

AVT: Let Angelo run it together with you, you know, with, with, with you guys, and the people he wants to do it with.

JW: Ja. He will be happy with that?

AVT: Ja. Let him run it.

JW: OK.

AVT: Let him run it. But he must be, like, he needs to be the CEO.

JW: Ja.

AVT: Gavin must go to Port Elizabeth... Gavin will... We've we've have done an extensive proposal to Gavin in the past, where we guaranteed him, I think it's like R10,000,000.00 a month...

JW: OK.

AVT: For doing nothing, sitting...

JW: Sitting back and relax?

AVT: Ja.

JW: Enjoy your retirement?

AVT: Ja.

JW: OK.

AVT: Ja.Ja. Um we did a proposal in the past...

JW: OK.

AVT: Alright, which was shot down. And I know, he's got a problem with the directors...an issue with the directors, so he will have to...

JW: What would Angelo do with the black directors? Would he want to keep it a BEE company?

AVT: I don't know, ja, you'll have to, to a certain extent, I guess, you have to but, I don't know, you'll have to manage it somehow but...

JW: Because, I mean what he was saying to me the other day was that he thinks many of them can go.

AVT: Ja.

JW: You know...so who needs to stay, who needs to go?

AVT: Or redeploy, or redeplo them, somewhere where they can actually add value, whatever, I don't

JW: OK.

AVT: Um. I don't know, but that's one, um I mean, this is just high, high-level.

JW: No I mean, but lets talk it through, you know?

AVT: So, and and, ja no, so he is prepared to, to, to run the company.

JW: OK.

MB

AVT: Um, but Gavin can't be there (laughs) And then the Lindie problem will also go away because then Gavin is in PE and Lindie is here.

JW: OK.

AVT: Automatically.

JW: Ja sure.

AVT: Alright. And the terms of that obviously will have to be, um, agreed upon, if, if, it's an option. But we don't know.

JW: I just need to present whatever I can, you know, just see what we can agreement. Any other ideas?

AVT: Ja. Then what he did was, he typed a thing here, um...

JW: Angelo?

AVT: Ja, um, because he was talking, talking, talking, talking and I didn't understand...

JW: Sure.

AVT: You know, I said to him, you, know, slowly now, slowly now, do it so that they can understand what you say.

JW: OK.

AVT: Alright. So he has, brought you a copy, (inaudible) this is what he typed this afternoon.

JW: OK. What is, what is the, the....

AVT: OK, so....

[PHONE RINGS]

AVT: Angelo again, ag, I didn't want to be...

JW: You might not get the, the signal here. But you can go for it.

[COUGHING]

AVT: Ag

JW: I'll present anything.

AVT: No no no I'm busy now. But anyway...

JW: OK

AVT: OK. So..

JW: So this one here?

AVT: So, so, so the first, the first, this thing, this proposal has got various facets.

JW: Ja.

AVT: OK? Um, the first thing is, it, it, it's a consultancy company that actually adds value to the group.

JW: OK.

AVT: Alright. Now he has done, and this is more or less, he done, as I say, we've done extensive work on a proposal previously.

MB /C.W.

JW: Sure.

AVT: And um, it's just extracts of this. And this is only, um, he refers to it as high level, um what do you call it, potential savings, as he see it, monthly savings that...

JW: Ja.

AVT: That just off the top of his head, that he can remember...

JW: OK.

AVT: You can say.

JW: For sure.

AVT: Alright, now he believes that he had, there is about R1.465m savings in salary and wages.

JW: Alright.

AVT: Now, he had names in there, and I said Gavin, Angelo, take the names out.

JW: Ja, for sure.

AVT: [Laughs]. Because. because, it is going to be, it is going to cause a problem.

JW: Ja, you don't want it leaking and somebody sees their name on the document.

AVT: Ja, ja, ja, and also, you don't want, I mean, I mean, Gavin is also human, so you don't want to um ah ah ah just get,

JW: Upset the people.

AVT: Upset people

AVT: So I said to him we can go into the detail, whether we redeploy the people or you, or you retrench them...:

JW: Can I guess here, this 335 here, is that Lindie?

AVT: Ja.

JW: (Laughs) Ja I know, because he ran through these with me, Angelo, he did. He told me he said, you know um. Copperplant, 200 grand a month.

AVT: Ja, Ja, so there are...

JW: 150 here is this Vince, I think, Vince Callegero, is what his name is?

AVT: Ja, Ja...

JW: 140 retirement. Peet, whats his name?

AVT: Carlos.

JW: Carlos, this...

AVT: He's at copperplant now.

JW: Say again.

AVT: Copperrod.

JW: Copperrod?

AVT: Ja.

JW: Oh he's also there?

AVT: Ja. But anyway, Ja, ja, the detail...

JW: The detail is the limit.

AVT: The detail we can discuss. I mean that list can get shorter or longer, whatever once it is agreed in principal.

JW: OK - So so, what is the proposal in the...

AVT: And then we go down, he believes the diner can close down.

JW: Diner?

AVT: Where they eat, ja.

JW: Ah OK, the cafeteria.

AVT: Because it is more than R500,000 that we lose a month there. And, and lets face it...

JW: The guys just bring their own lunch

AVT: Ja, eet by die huis.

JW: Ja.

AVT: Bring your own lunch, you know But you see the things is, this was just a convenient thing for the directors. Because they know how to eat. Hulle wil mos altyd eet.

JW: Ja.

AVT J.W.

AVT: And um, they love it. And he says, close the diner down. We don't need it, and I mean that is excluding the wages that's going with it.

JW: Ja, sure.

AVT: You know... OK, well here it is 220 and 322. The breakdown. Then, and I know it's a, it's a thing for Gavin. It's Gavin's Watson Training Institute. Gavin, Angelo had long arguments and debates with Gavin.

JW: (inaudible)

AVT: That it's not necessary.

JW: OK.

AVT: It's a nice thing to have.

JW: Ja, ja, sure.

AVT: Alright? Skoonplaas.

JW: I don't know what that is.

AVT: That is a, that that is marriage courters, old hostel marriage courters, that is on our property at one of at the Lindela facility, next to the Lindela facility. We used to house some of the workers there and they paid us a rent.

JW: OK.

AVT: Just to cover water and electricity (inaudible). We renovated that that place also at about eight years ago, because it was a fire hazard,

JW: OK.

MB K.W.

AVT: It was in a terrible state. But the problem is the cost there is about R450,000 in terms of electricity, they dont pay electricity, but they, everybody and his friend is staying there, it is not controlled, um, and we need to get rid of it. Now I have done extensive negotiations with the town council to take it over and they were quite happy to do it.

JW: OK.

AVT: OK, based on certain principles. I mean that is a story for another day.

JW: Sure. Another Business Plan.

AVT: Ja, um, but, ja, no, they, because there is a big housing shortage in, in, in the squatter camps.

JW: OK.

AVT: And, well they want to, well they have to move, the town council has to move people from squatter camps, to um, to proper, to other places, because for example there is a road that they need to build there from Krugersdorp to Pretoria, around the Casino at the bottom. That was the thing. So they have to move people. And that was a good start, because including in this property is quite a bit of land. Which they can use, and there is infrastructure, etc, etc. So they would, we were there. So if we, that's 450 a month. OK? Then, current (inaudible) costs, physical inspections, water and electricity R350,000.

JW: Basically, the total monthly savings comes up to 3 million bucks.

AVT: Three million a month. OK that is...and then he also says, that 'Why do we need that huge office park? Why can't be mothball a certain portion of it? Why do we have to...

JW: I was thinking that myself hey.

K.W.

AVT: It is a massive thing to maintain. You know the birdfood there, the bird and the buck food, food for the buck …

JW: I don't even know if I want to hear where this is going?

AVT: Is R120,000 a month, why do we need it? So he says, 'let's get rid of those things, you know?'

JW: (Inaudible)

AVT: Um, R&D costs and Sondolo, so OK, just on top of his head (inaudible) it is about R3,000,000 a month. OK. So the proposal is, that he has is, um, is a joint cost saving of 50% of the saving, OK.

JW: OK.

AVT: Alright? Of the saving. But now the issue is, again, you know he is, he is going to propose this, these thing.

JW: Mm.

AVT: And he might be opposed. They might oppose it. But he says whether they oppose it or not, this is what they can do.

JW: It needs to happen anyway.

AVT: It needs to happen.

JW: Ja.

AVT: And whether it happens or not is has to be regarded as a saving.

JW: Sure.

KW.

AVT: Whether or not they implement it or not.

JW: Sure.

AVT: But surely within reason.

JW: Sure.

AVT: I mean... OK, OK... and then 50%...

JW: A saving generated based on a three year management fee.

AVT: Uh, where you know?

JW: The next point.

AVT: Ja. OK, so this cost saving thing is for a three, three year period.

JW: OK.

AVT: Alright.

JW: Ja.

AVT: To be implemented, um, whatever savings, 50, 50...

JW: So whatever they implement, and save, 50%, so it is a contingency?

AVT: Yes.

JW: So whatever, if you do any, if you do any of these things, then 50% of these savings goes this this Newco?...

AVT: Ja, Ja.

K.W.

JW: That will be 80% Angelo, 20% you?

AVT: Well, ja, between Angelo and myself now we will decide to, how to, to, to distribute it.

JW: OK.

AVT: But we are not, obviously, obviously, there, there, Angelo would have to need, would have to have costs in terms of it.

JW: Ja, Ja, Ja,.

AVT: But, but, you know, regardless, he can't do everything himself...

JW: Sure.

AVT: And then, number 3, a management will be calculated on 50% of the effective saving, OK, he calls it a management fee, but OK...

JW: That is the contingency.

AVT: Ja, Ja, Ja...over and above, um, then effective saving over a five year period excluding potential growth will be estimated as follows, OK? So...

JW: (inaudible) effective savings over a five year period excluding potential growth will be estimated as follows.

AVT: Mm, Ja, it is estimations, OK? Of the savings...

JW: R36m a year, year 2, R50m a year, year 3, R60m a year, effective payments over 5 year payable, so it is a 5 year contract effectively. This, this thing is effectively a 5 year contract?

K. G.

AVT: No, no, no, effective saving over a 5 year period, ex... oh, excluding potential growth...

JW: Ja.

AVT: Would be estimated as follows, it's, it's actually 3 years...

JW: A 3 year period.

AVT: Ja.

JW: OK. So it is a shorter contract?

AVT: Well, on this portion of the proposal.

JW: OK, sure. OK. Then...

AVT: The aforementioned was the initial proposal submitted on the current budget, ja, we did. We did extensive, um, um, presentations. Alright, and then, OK this is now the issues, alright? That we.. then on the other thing there is, there is an establishment fee of R10m.

JW: OK.

AVT: Payable into a trust account within 48 hours, OK, as a donation to the investment company. OK?

JW: Ja.

AVT: Establishment fee.

JW: OK.

JW

AVT: Then the existing, the existing agreement is replaced with the proposed agreements.

JW: OK.

AVT: OK? OK, then within 15 days of the initiation of this agreement, the balance of the minimum fee, R5,000,000 is payable into the investment company, alright, so it is R15,000,000 then.

JW: OK.

AVT: Then, in terms of, it is actually a 5 year contract of which the savings portion, the 50, 50 perc... the savings portion is 3 years of the 5 years.

JW: OK. OK, got you. Ja.

AVT: It took me a while, OK.

JW: Ja, (inaudible) more complex.

AVT: So what he basically says here, alright, in year 1 till 5, is, there is a fee payable each year of R9,000,000 per year.

JW: Is that, is that ah, standard?

AVT: Ja, standard. Alright. And in addition to that there is a, for the first 3 years there is a 50/50 split on the savings, potential savings...

JW: OK.

AVT: Alright. And then, further payment herefore. Further payments are scheduled as follows (... inaudible...), um, ja, I don't understand this now, because he refers to the...

JW: 50/50?

AVT: At... it is a 3 year...

JW: (inaudible)

AVT: Ja. Let me just see here. Can I give him a call, I just want to get clarity on that?

JW: Ja...these options were requested by Brian Biebuyck as on to purchase a service agreement to attend to various aspects of the business with the intention to generate large savings, and in turn be able to benefit all concerned, in able to generate extra funds for the use by...

AVT: Let me just get clarity on this savings, if you don't mind?

JW: No, go for it. I am just...

AVT: He asked me to call...

JW: Let me just jot down some numbers quickly. Now just want to understand.

AVT: Absolutely.

JW: So essentially it is a 5 year contract, hey?

AVT: Ja, ja.

JW: OK... three... so initial is 10 and 5. 10 ...and 5.

AVT: Oh here is the thing that he sent me.

JW: I don't see year 1. Oh there. Further payment was scheduled as follows. At, on (inaudible) fee donation (inaudible) was paid. Thereafter...thereafter on the

K.G.

first of September the further balance paid...further payments...further paments (inaudible). Here (inaudible).

AVT: Oh thank you.

JW: (inaudible) could use it. So, OK, I think I've got it.

AVT: Let me just phone him. I just want to get clarity on the differences between the 3 year thing.

JW: But Andries, if, if Angelo runs the business. Is he going to be able to deal with the media and stuff?

AVT: Mm.

JW: Do you think he will be able to?

AVT: I asked him the same question.

JW: And does he reckon he can?

AVT: MM.

JW: I mean has it not gone too far already?

AVT: He will just get legal advice, he is not allowed to speak to the press.

JW: And Adriaan Basson and these guys?

AVT: That's him, I'll tell you what, Adriaan Basson is hounding him hey.

JW: Is he harassing him?

AVT: Ja... (inaudible).

JW: But he is close to Adriaan hey... I mean, he can, he can talk to him?

AVT: Mm

JW: Ja, I just hope it hasn't gone too far already hey. But you know media gets a bone and they don't let it go. So...

AVT: Ja, that's why....

JW: And my concern is, if you just say he has received legal advice not to say anything further, and the next thing he is the CEO, doesn't it look dodgy, you know?

AVT: I don't know...

JW: I mean, what are your thoughts? Doesn't something... hey I don't know...

AVT: No, but...

JW: I just don't know how you spin it.

AVT: I think, I think, I think the market will have sympathy to him, towards him, because he was unhappy and now,... ah, I don't know...

JW: I mean do you, I mean, I don't know, I'm just thinking, it's like, I am an accounting guy, I am not an expert in this fields you know, so...

AVT: I asked him the same question and he was quite, um, confident he will be able to handle it. But... and these details we will have to... you see we will first have to agree in principle.

JW: My chief concern is the following, apparently BOSASA have to meet the banks tomorrow...

MO K.W.

AVT: Mm?

JW: ...and if these guys cut their credit facility, then they might not be able to pay anything, you know what I mean. I mean they might not even be able make any of these payments. They might not even be able to pay your guys 20 million in November, you know.

AVT: Mm...

JW: So that is my chief concern, is, is, how do you deal with these guys, you know...

AVT: Mm...

JW: I mean, is it even possible to?

AVT: Look, they will just have just to extend the thing with the bank, because the issue with the bank is, it is not one meeting and they lift the thing, you know it is a whole, um, um, um, what do you call it, a ...

JW: I know this is out of my field of expertise...

AVT: Um, ag man, I had these meetings over and over, um, ethical committee...

JW: Ja.

AVT: So it is a committee that sits, so it is not one or two people.

JW: Um, but, but, I mean, they have already dropped their credit facility by 25%, you know?

AVT: You know...

K.h.

JW: And that was just on the reason… (inaudible).

AVT: Two years ago, they dropped, they pulled away all our facilities. Because media.

JW: Really hey?

AVT: Angelo and myself restored it…

[Andries van Tonder phone calls Angelo Agrizzi]

AA: "Hows it?"

AVT: I'm good, good, good, just sitting here still hey. Can I just ask you something, I would just like to get clarity, on something?

AA: "(inaudible)"

AVT: The… it is a 5 year contract right?

AA: "(inaudible)"

AVT: Hey…the signal is just terrible here. Can you hear me now?

AA: "(inaudible)"

AVT: Ja, I hear you. Do you hear me?

AA: "I cant, (inaudible)"

AVT: Oh can't you hear me?

JW: Whatsapp.

K.G.

AVT: OK, OK, I'll try and phone…

AA: "(inaudible)"

AVT: I'll have to connect on his WiFi.

AA: "(inaudible)"

AVT: Let me, I'll connect, I'll try to on his WiFi, Ja. OK.

JW: Sorry man.

AVT: No…

JW: There is literally no signal here for Vodacom.

AVT: Mm.

JW: So go to, go to um, go to the thing…

AVT: OK, im going to go to wifi quickly. Unifi?

JW: Ja. You type in, united…

AVT: United.

JW: And then capital letter M,

AVT: M

JW: Capital A,

AVT: A

JW: Capital letter N.

AVT: Sorry I typed it, um, just say it again, the password, sorry man...

JW: United. All upperscore. Um, all lowercase.

AVT: Lowercase. United. Ja?

JW: Capital M.

AVT: N for Nelly?

JW: No man.

AVT: Man, ja.

JW: So we're saying, united man. United all lowercase, and then man all uppercase. M A N all uppercase.

--- END OF AUDIO ---

Recording 1 ends at 18:16PM on 27 August 2018

TRANSCRIPTION OF RECORDING 2:

Recording starts at 18:19PM on 27 August 2018

AVT: (inaudible) Oh OK, Ja, Ja, I'ver got better signal now.

JW: You on now?

AVT: Ja, I've got better signal.

JW: OK.

[Andries van Tonder calls Angelo Agrizzi on the phone]

AVT: Ja, can I ask you something quickly?

AA: ...(inaudible)...

AVT: No but let me, let me just continue. Can I just ask you something, please. Um, it's a 5 year contract hey, alright. The savings portion, OK, it's, it's it's, is that for the first 3 years of the 5 years?

AA: "Yes."

AVT OK. Because, what I, what we, what I don't understand, is year 4 and 5, also mentions a 50/50, um, split.

AA: "...(inaudible)..."

AVT: Oh...

AA: "...(inaudible)..."

AVT: Oh OK, OK, so it might, it might run over it. OK. OK. Alright.

JW: And...

AA: "...(inaudible)..."

AVT: Mm...

JW: Is it, is it implemented, is it the implemented cost savings or is, is it like the recommended cost savings, do you understand what I am saying?

AVT: No, look, what we, what we, we're going to do is, we're going to recommend cost savings, alright, and then basically, I mean if, if, if they don't, I mean those are cost savings that we have, that that that will, that will work, but obviously they might not agree with the, the, the, the...

AA: ...(inaudible)...

AVT: Ja...

AA: ...(inaudible)...

AVT: Ja... alright, OK, OK but anyway it is just, we can fill in the detail later. Alright.

AA: ...(inaudible)...

AVT: No...

JW: So the guaranteeds, the guaranteeds Andries, it's 10, 5 and 9, year 1. Then 9, 9, 9, 9...

AVT: The dates are there, ja.

JW: So, so it is like this, this is what I've got here.

AVT: OK, OK, I'll speak to you now. Alright, thanks...

JW: Sorry, I doodle a bit you know. How, how is he, is he OK?

AVT: Ja, he says I am wasting my time.

JW E.h.

JW: It's worth us trying hey?

AVT: Ja

JW: So, 10 upfront?

AVT: Ja, 10 upfront.

JW: Then 5, is the balance?

AVT: Mm, within 15 days.

JW: Within in 15 days. Then…

AVT: Alright.

JW: 9 at the end of the year.

AVT: Then on the 1st of April…

JW: So, end of the financial year.

AVT: Ja.

JW: OK, financial year ends in March?

AVT: Oh no, no, no, it is Feb, Feb, Feb. Oh OK. But anyway, regardless.

JW: That's 9.

AVT: Look anyway, we can, this is a framework, OK. Um, 1st April 19, the admin fee donation, R9,000,000.00 is payable. Thereafter on the 1st of September 19, the further balance calculated, the further balance calculated with preceding

MB K.L.

years savings. So the preceding year's savings, so the previous year's savings, that's actual savings, but obviously

JW: Oh, so it's on implementation.

AVT: Ja.

JW: So... the 50/50 thing is at the end of the year on whatever savings you implement that you recommended.

AVT: Yes. Yes.

JW: OK, 50% of that.

AVT: Yes.

JW: OK. Got you. Which is estimated at 3 odd million, whatever.

AVT: Ja, the preceding years is savings.

JW: OK.

AVT: And then, the same here. 1st April 1 September. OK?

JW: OK.

AVT: 50/50, on the previous years, and that's how it carries on.

JW: OK.

AVT: Because the reason why he brought it in here is because it is the previous year's, um, savings.

JW: Got you.

K.L.

AVT: Alright.

JW: Um, ja... got you, so, so this is 3 years of savings and then year 4 and 5 are just winding down the contract, and then 9 and 9...

AVT: Yes, yes.

JW: So this 50%, this can be taken out there, am I right, in saying that?

AVT: Well, no, no, what I am saying is, we've implemented a 50/50, we've, the amount payable for year 3 will only be here.

JW: Not at the end of year 3?

AVT: Hey?

JW: Not at the end of year 3? Because the first was end of year 1 no? The first 50/50 saving is over here [...inaudible...] so the first 50/50 saving, so here, is effective, ah the further balance calculated with preceding years savings is effected and balanced on a 50/50 basis as per intents of the other agreement. So, so, my understanding is...

AVT: He just copied and paste this thing now, you know, but um...

JW: But it means at the end of year 1 we calculate what year 1's savings were, 50%. End of year 2 we calculate what cost of year 2 savings were, 50%, end of year 3 we calculate what cost of savings year 3, 50% and then year 4 and 5, there is no 50%.

AVT: That's how I understand it.

JW: So then ...

FOO K.L.

AVT: ... the year's 3's payment will only effect, be effected in year 4.

JW: Oh, so you are saying year 1's payment is only effected in year 2?

AVT: That's how I understand it.

JW: But it says here year 1.

AVT: He says calculate the preceding years savings.

JW: OK, so then this, this comes out here then?

AVT: Ja, it should.

JW: And then the 5 comes out there, but that stays?

AVT: Listen I am talking under correction, but that's how I understand it, let me just confirm it with him.

JW: OK, Ja cool, OK, no problem. Um, OK, um, do you want me, call him, and just check?

AVT: Mm

JW: So year 1 there will be no 50/50 but it is paid in year 2?

AVT: Mm

JW: Year 2, year, wait, year 2. Year 3, the 50/50 is for year 2 and year 4 the 50/50 is for year 3.

AVT: Mm. Ja. That's how I understood it.

JW: OK ja, no problem. I'm just trying to makes sense. (inaudible).

MD E.L.

AVT: Ja.

JW: As you say…

[Andries van Tonder phone calls Angelo Agrizzi]

AVT: Yes. Sorry, can I ask you something quickly?

AA: "Ja"

AVT: OK. Um, just in terms of timing of the savings, alright, payments of savings. Year 1's savings will only be paid in year 2?

AA: "That's right."

AVT: Yes.

JW: So there is no year 1 50/50?

AVT: So year 1, there won't effective be, year 1 there won't be a savings payable,

JW: It's only payable ion year 2.

AVT: It will only be payable in year 2? After the year? OK, yes.

JW: OK, so then year year year, year 3 you pay year 2, year 4 you pay year 3 and then there is none in year 5.

AVT: Ja, as it runs out, ja.

JW: OK.

AA: "…(inaudible)…"

MD

AVT: Alright. Ja. Ja, I remember. I remember. Yes. Mm. Ja, alright. Ja, ja, year 2 the first amount for savings will only be paid. Listen I'm, I'm, I'm here now, we have been talking the whole afternoon, let me just finish.

AA: "...(inaudible)..."

AVT: Jared.

JW: I can propose it, you know what I mean, like.

AVT: No no, he is going to propose it.

JW: All I can do is, I can say guys, this is what the idea is, you know?

AVT: Alright.

AA: "...(inaudible)..."

JW: The only problem is I leave at 8 am tomorrow to go to PE.

AA: "...(inaudible)..."

AVT: Alright, ja.

[Call with Angelo ends]

AVT: If you want to do a deal, then do it, I'm not doing a deal, it is Angelo.

JW: Ja, ja.

AVT: So that is basically the long and the short. Obviously this is a high level thing that you need to show them and explain to them.

1000 K.G.

JW: So, so, these are the 3 options basically? He doesn't want to go back to the original agreement that he had? Or is he also happy for that one?

AVT: I don't know?

JW: Ja.

AVT: I'll ask him if it's an option.

JW: No, hey, I haven't been asked to ask this hey...

AVT: No, no, no.

JW: I'm not leading anything, I am just running through all the options that I can propose.

AVT: Ja, no absolutely. But you know Intellovate Health they stopped it for example.

JW: OK.

AVT: Copperrod is not, nothing is going on.

JW: No value to it?

AVT: No, I don't know. He says I'm wasting his time.

JW: I'm not meaning to hey, I'm like, I'm just, I'm just trying to facilitate in any way I can, you know

[Andries van Tonder calls Angelo Agrizzi on the phone again]

AVT: I know you're going to shit, shit all over me. I know you're going to shit all over me now for wasting...

MD K.G.

AA: "...(inaudible)..."

AVT: Is it, ja, the signal is extremely bad here and I can't connect to the WiFi. Alright, tell me, would it be an option to reinstate the 1st agreement?

JW: I haven't been asked to say that.

AVT: No no, he hasn't been asked to say that...

JW: I'm just running through everything before I present.

AVT: He just wants to present all the options.

AA: "... (inaudible)..."

AVT: No, no, it talks about employment... so...

JW: I haven't read it. I'm just...

AVT: Ja... No, it's true. It talks about employment and bonuses, etc. etc...

JW: OK. I mean changing the words...

AVT: Obviously the detail we'll have to change but, you know, in principle, say for example that we call a bonus something else, um, would it be an option? I mean, I don't know? He says he hasn't been asked to say that he just wants to present...

JW: No one has presented anything to me, because we thought, we thought the last one was presented to us by Angelo.

AVT: Hey? No. Ja, no, no. Ja, Okay. Alright I'll tell him. Alright. Thanks, hey, bye. I'm going to go now. OK, alright. I drove all the way here now.

MB K.h.

[Call ends]

JW: Ja, the signal is so bad hey.

AVT: "I'll go home if I were you." Ag, you know what. OK, listen, he says the problem is the first agreement is, it is, it is employment related.

JW: OK. But if it's just change the the wording whatever…

AVT: No, no, you don't know. But he says it is all about his employment and bonus structures and …

JW: But I mean, if, so the thing was it, it was, was certain values, and certain equity positions…

AVT: Mm, mm…

JW: So If we just did something that reflected those realities, um you know it's effectively the same result, it's got nothing to do with employment, … it's just, you know what I mean? I'm just thinking through it, I mean doesn't that, what do you think?

AVT: Ja, I think it would be an option.

JW: OK. Um…

AVT: Let me phone him when I have better signal…

JW: Sorry man, my house is terrible.

AVT: But he says, His reply was: 'I don't know, I don't know'

JW: There is so much going through his head at the moment.

MO K.W.

AVT: That's what he says, I don't know.

JW: But I mean if, if any of these things is employed, is he, is still going to be able to... I mean, has this thing gone too far like with this press release that...

AVT: I asked him that question today.

JW: Ja.

AVT: This afternoon.

JW: And what did he say?

AVT: He says he can manage the press.

JW: Ja, easily, or...

AVT: Look, they are on to him.

JW: Ja.

AVT: But um, he'll have to manage it from a legal point of view, I guess.

JW: Well, luckily enough he said he is friends with Adriaan. So, so maybe he knows how to manage Adriaan, I don't know, I don't know if he has a relationship with Derek, Derek Watts...?

AVT: Actually, actually Adriaan, um... I don't know, he said, I've, I've met Adriaan...Um

JW: You've met him?

AVT: Mm.

JW: Ja.

AVT: No, I have asked him the same question.

JW: Oh OK...Ja, I don't know man.

AVT: But in, in, in Angelo's mind, this thing is going nowhere. So, I don't know, so he typed this out, and um, they need to, they need to decide, you know this is what we need to do.

JW: And, ah, is this a negotiation point, is this, is this...

AVT: You see, you see...

JW: Is this a non-negotiable?

AVT: This... you see... I said to you, he said no, as long as we can sign a memorandum in principle. You know?

JW: OK. But I mean, the numbers will be reflected in the memorandum, right?

AVT: Ja, sure, sure, sure, sure.

JW: So, so, what I am saying is, are the numbers negotiable or like are they not? The timing, the timing of the payments...

AVT: Ja, well, there is a minimum of R10,000,000.00 that will be easily achieved.

JW: No but I'm saying like these figures here, 9 million a year, 24 million upfront. You know.

AVT: Ja.

mo K.L.

JW: Is the business going to be able to pay it immediately? I don't know.

AVT: I don't know.

JW: And like this is the other key thing right, is, you need to, they are probably going to need to ask Louis, who manages the money, like can we pay this amount? You know.

AVT: Ja, Ja.

JW: Now I don't think he will like the fact that you need to ask Louis, but I mean they need to ask someone, because who you need to speak to is whoever manages the purse. So I don't know, ja, I mean...

AVT: But anyway, this is a starting point.

JW: No, but uh, ja, I mean, for me personally, what I would like to do, is talk this through and get it finalised tonight hey, because I'm gone 8am. I wish I wasn't but, I have, have. I'm not a Brian who is playing golf, I have a hectic AGM tomorrow. Um, I can be back tomorrow night. (inaudible) to 5:30, probably last till 8:30. I can see if there is even a late flight or at worst, what's tomorrow, Tuesday, tomorrow's Tuesday, or at worst I can be back Wednesday morning, um but, ah, but ja, I feel terrible about it given, where, the progress of where things are. But I am gone on a flight tomorrow at 8AM tomorrow morning, and I, and I am, I can not come back until probably around 8:30, if there is even a flight at that time tomorrow night, and that that's just because I have a hairy AGM to deal with for... for Royalston. Um, so...

AVT: But then we must deal with it on Wednesday then?

JW: I mean is that cool to do that. I mean I really don't want to mess him around. I really don't, I honestly don't have an option. I called this meeting 3 weeks ago, because remember with an AGM, I have to give...

AVT: Ja, ja, ja.

JW: I have to give three weeks' notice minimum. So we gave notice and thye won't be able to form a quorum, because the two directors are dissenting, and the other trustees are dissenting, so myself, Nkosi and my dad all have to be there for a quorum for the meeting, so I can't not be there, and I'm the Chairman, anyway, so I present, so I don't have the option of not being there. I means that's, I don't want to mess you around, but that's not a ie, that is the reality of it you know.

AVT: No, no, absolutely.

JW: So, I am happy to, I can work until 7, 6 am if I need to you know, um because I'll then need to leave for the airport. Um to be there around, to get to, I will probably need to be at the airport around 07:00, 07:15, or whatever you know. Um, but after that I'm I'm out for the day.

AVT: No, no, sure, I understand...

JW: So I don't, I mean.

AVT: Ja, so, present it to the guys and see.

JW: Ja. And ah, and how's if, if, if Louis needs to be asked about what capital is available and can be paid, you know, without this company liquid... because if, if, look if the company gets pulled, pushed into distress.

AVT: No, sure, sure.

JW: And then, then, it doesn't matter what you have signed, as you're not going to be able to pay it you know.

AVT: Um.

MD J.W.

JW: I also thought, that was probably necessary.

AVT: Ja.

JW: Do you know what I mean? Why would you be part of that oversight committee?

AVT: Ja no sure, sure.

JW: I don't know, what are your thoughts? I mean, you need that to be, nobody needs to be there, or you could be there, or something, you know what I mean like?

AVT: No, no I don't need to be, but anyway, it doesn't matter. But ja, ja , no, the, the, the… Brian is just there for his own pocket anyway.

JW: Ja so, this is what I am saying, he doesn't even need to be in an oversight committee hey, to the best of my knowledge… OK, this is all jargon, jargon, background, consultancy. Ja, OK, so, so, do you know what clauses that you guys didn't like, that were put in, or…

AVT: Alright, I've got a (inaudible).

JW: I think this one you didn't like within 7 days.

AVT: Ja, I also see the 7 days things now…

JW: But the thing is 7 days… in 7 days…

AVT: 7 days from signature date the …(inaudible)… shall provide in writing confirmation from BOSASA Operations, Consilium… blah, blah, blah… that they each confirm cancellation. Ja, he wanted to know why 7 days?

JW; What it, ok, let me just read this quickly.

TOO

AVT: Um, there was another 7 days there... I can't... let me just check.

JW: Cancellation... I mean ja, for me that is irrelevant, it is the old agreement anyway. So the agreements... ja, OK.

AVT: OK, that's fine (inaudible).

JW: OK, ja, that is escalation, which is fine I think.

AVT: OK, let me just see here quickly. OK it was the 7 days issue, why, why is it only 7 days. And then, there was, OK... Um...

JW: But, you know, this is inconsequential stuff I think. It is about the appointment of a committee and whatever, you know?

AVT: NewCo...

JW: Ja...

AVT: Why was the NewCo ja? NewCo was an issue... because there was a thing that Angelo has to create, have a bank account... the NewCo has to have a bank account first and stuff like that. And he says well it's between him and Gavin, so what's the issue?

JW: I think the problem was, that I mean the only concern is a payment going directly into Angelo's account, looks like it's like it's a pay-off, you know?

AVT: Ja... but I mean we've agreed on a way around that. I mean that we'll just tell him you, would be...OK... principles of Black Empowerment... and serves as the guideline in determining the nature of business... you see, I know he's also got this thing, that you know, why only in 15 days, that, that, doesn't Gavin want to pay him or what?

K.h.

JW: Ja, but I mean, I think the logic is, you know, I mean you did the banking function, its like, to pay say like R10m tomorrow, it is hectic hey. It's like...

AVT: Mm.

JW: I mean, you just need to have access to cash

AVT: Um, the, the thing is he wanted...his concern in terms or, of the 7 days or 15 days, why can't it be actioned immediately? You know what I mean?

JW: No, no, no, I'm sure, but I'm saying like...

AVT: He says, Gavin wants a letter of retraction from him immediately, but he is only going to do this in 7 days, and to do that in 15 days...

JW: But I think the logic is, I think the logic here is you know, I mean you do the banking for BOSASA, to make a payment for 10 million bucks tomorrow, is, is hectic... like, I mean...at one stage the guys were even worried like, can they, are they going to be able to pay that in 15 days.

AVT: Ja, no sure...

JW: And the problem with, the biggest problem Angelo has had is not living up to the, to the terms of the agreement, now the problem is, for me I think the biggest problem, what if they sign an agreement that they can' live up to...

AVT: Jisi don't know why they bladdy cancelled these (inaudible) jis and they complicate it. OK, post the payment. OK, sorry I just want to see...

JW: Cause you know what I mean, the second they sign this agreement if they don't live up to it, Angelo's going to feel like his trust has been betrayed again. So it's like, if you sign an agreement, you better make sure you can live up to it you know?

MO

AVT: Ja.

JW: That's, that's the hard part. Like I mean these guys could sign an agreement saying they could will pay 100m a year, but...

AVT: I know that was discussed in the meeting, the BEE part, portion of it, but you know, he says man, it is between me and Gavin, you know?

JW: No, but I think the logic is to be able to get BOSASA to invest...

AVT: I understand that.

JW: And, and, and there is a way of doing it, like using your scorecard and you know, so it is...

AVT: I just want to find that thing.

JW: No, go for it please...

AVT: The business plan.

JW: I'm in no rush.

AVT: Where it referred to, to a business plan.

JW: I think I know what it is. Can I, can I? if you don't mind? I think is was, I think what you are referring to is this. Consultancy. 15. OK, um... post the funding obligation... Post the payment of the funding obligation set out in the above, any future, any future financial, here, post the payment of the funding obligation set out in the above...these ones here...here, Gavin shall make payments of a guaranteed minimum sum of between 5 and 10 million rand to NewCo each year, reckoned from, OK. Post the payment, NewCo shall use its reasonable commission levels to procure, that the future financial

JW K.W.

requirements are met as far as possible from (inaudible) and I think it's next... Gavin will pay 5 million into the trust account...here so it says, as a matter of good faith Gavin will pay 5 million into the trust account of Angelo's within 48 hours of signature date, to serve as initial payment. Um, Angelo's attorney will hold afore amount in an interest bearing account, OK. Parties...

AVT: Where's the clause...?

JW: Here, here, this is it, OK...

AVT: You got it...

JW: Post the payment of the funding obligation, as set out in clause 6.4...

AVT: Mm...

JW: Any future financial requirements of NewCo shall be determined by the board of NewCo.

AVT: Ja.

JW: Is that the one you are talking about?

AVT: Isn't there a clause that says that um, the NewCo has to submit a Business Plan for approval by the Board of BOSASA?

JW: I haven't seen that anywhere hey... honestly, why don't, I'll, let's read through it together...

AVT: Ja.

JW: OK so, we can ignore the initial stuff right?

AVT: Ja.

JW: Um, so, background is irrelevant I think, cancellation, the parties agree that of the 31st of August (inaudible) the consultancy agreement is hereby cancelled and no party to the agreement shall have any claim. No problem.

AVT: Ja.

JW: Within 7 days of the signature date, Gavin shall provide written confirmation from BOSASA Operations, that they each confirm the cancellation of the consultancy agreement. The previous one.

AVT: Ja.

JW: Within 7 days, although I think it is irrelevant, because, I mean, cancellation, there is nothing for Angelo to fulfill then, cancel... on that consultation thing.

AVT: Ja. Well, Ja, but he disputes the cancellation, that the thing is cancelled.

JW: No, but what I am saying is if you want to cancel its like...

AVT: Yes, ja...

JW: It is an irrelevant thing, because whether it is cancelled or not, it is irrelevant. The main thing is the new one, you know... Um, within 7 days of signature, Angelo undertakes to confirm his withdrawal of all, and any legal proceedings that have or are in the process of having being launched relative to the consulting agreement, that's fine. The agreement, ah novates, I don't know what that word means, and supersedes all prior agreements. Angelo serves as Gavin's personal consultant to advise him personally in relation to his business dealings generally and to this end the parties will regularly, meet regularly to discuss and exchange ideas, beneficial to Gavin's business interests. I think that is fine. In consideration of the consulting, Gavin will pay, or caused to be paid a monthly consultancy in the sum of 250,000 to Angelo. Uh, or to an entity nominated by him in writing upon a monthly invoice

MB K-h.

rec..being presented to Gavin or an entity nominated by him, 29th of each month payable to a bank account nominated by Angelo. The consultancy fee shall endure for a period of 5 years (inaudible) from month to month, that's fine. Angelo, or the entity nominated by him, will be responsible for and liable to pay any tax consequences.

AVT: Mm.

JW: No problem. In order to ensure a harmonious relationship between parties in executing the terms of this agreement, the administration and running of NewCo and to assist in an endeavor to rebuild their prior trust relationship, the oversight committee will hold themselves available to meet with the parties at short noticed.

AVT: Ja.

JW: For complaints, disagreements or whatever. It being recorded that it is a material term of the agreement that neither party shall denigrate or malign the other party, which if breached may result in the termination of the agreement as provided herein. Within 7 days of signature date, Gavin shall provide Angelo with written confirmation. We said that is fine.

AVT: Mm.

JW: With... ah either, if either party (inaudible) the oversight committee will convene electronically, whatever. The parties will cause, OK NewCo, the parties will cause a NewCo to be incorporated and registered within 60 days of the signature date. Angelo will serve as the Executive Chairman of the NewCo and will be responsible for the entrepreneurial development and management of the business, but excluding, but excluding restricted business. Management of the business but excluding restricted business. In accordance with the terms of the MOI, to be agreed between the parties, prior to incorporation.

AVT: Mm-hm.

JW: The business of the NewCo is to be agreed between the parties, it being the prerogative of the NewCo that endeavors to follow principles of BEE, or serve as the guideline in determining the nature of the business.

AVT: Mm.

JW: Gavin undertakes to fund NewCo as follows. Subject to clause 6.6, Gavin will make a payment of 10 million to the NewCo within 15 days of the NewCo opening its bank account, and Gavin shall make payment of a guaranteed minimum sum of between 5 and 10 million for a period of 5 years. Fine. Um, post the payment of the funding obligation as set out in 6.4, any future financial requirements of NewCo shall be determined by the Board of NewCo, which will be controlled by Angelo, as the majority.

AVT: Ja.

JW: Oh, I've got an idea around that, but we'll, I'll run it by you. I'll come back to that. Um, a NewCo shall use its reasonable commercial endeavors to procure that the future financial requirements of NewCo are met as far as is practical from NewCo's own resources or from dealing with the banks.

AVT: Mm.

JW: As a matter of good faith, Gavin will pay 5 million into the trust account of Angelo's attorneys within 48 hours of the signature date, which will serve as an initial payment of the amount referred to in 6.4 of that 10 million.

AVT: Ja.

JW: Angelo's attorneys will hold the, the amount in an interest bearing trust account to the benefit of the NewCo, to be paid over to NewCo's bank

account once it has been opened. Um, the parties choose as their as their domicilium their respective addresses as set out, OK that is fine. The period, for the purposes of this agreement the respective addresses are, or any other such addresses. Any notice given in terms of this agreement shall be in writing and shall be, OK. OK, cooperation in good faith. The parties undertake to co-operate fully and to consult with one another in all respects in regard to their relationship in terms of the agreement. The parties undertake to act in the utmost good faith with respect to each other's rights under this agreement and adopt all reasonable measures to ensure the realization of the objectives.

AVT: Mm.

JW: Neither parties shall do, allow to be done, or cause to be done anything which does or may impugn the good name and reputation of the other party.

AVT: Mm.

JW: Um, breach. If any party breaches any of the provisions of this agreement and fails to remedy such breach within 14 days of receipt of the written notice from another party requiring him to do so, then the aggrieved party shall be entitled, without prejudice to its own rights in law, in terms of this agreement, to claim immediate payment

AVT: Mm.

JW: and/or specific performance by defaulting party of its obligations at the date of default. Ja. Arbitration. Standard arbitration thing, and then independent advice. Each of the parties to this agreement hereby acknowledges and agrees to act that it has been free to secure independent legal advice. All the other provisions of this agreement, other restrictions contained are fair and reasonable governing of law.

AVT ...(inaudible)...

JAP

JW: OK. This agreement shall in all respects be governed by the law of the RSA. For purposes of applying for urgent relief in respect of the matters, which cannot be resolved between the parties, that's fine, standard, standard clause. Whole agreement: This agreement constitutes the whole agreement between the parties relating to the subject matter thereof and supersedes any other discussions, agreements or other. No addition to this agreement, whatever, whatever. That's fine... no oral...that's fine. no extension of time, or waiver or relaxation of any of the terms of this agreement, or any other agreement, bill of exchange, whatever. That's fine. To the extent permissible by law, no party shall be bound by any express or, that's fine. Um.

Cession of the agreement. Except as expressly provided for the contrary of this agreement, no party shall be entitled to cede, or sign, transfer the agreement, no that's fine. No part of this agreement shall constitute... I don't know what that means, it is a Latin term, in favor of any person who is not a party to the contract.

Costs. Each party shall bear their own costs. Uh...uh. Severance. If any provision of this agreement is found by any court or administrative party to be invalid, unenforceable or illegal, the other provisions shall remain in force. Um.

The signature. OK signature... this agreement is signed by the parties on the date and place dictated. Any referenced to signed, that's fine. This agreement must, may be executed in counter parts, each of which shall be deemed at the original and all which together shall constitute one and the same agreement at signature date. This agreement shall be valid and binding upon the parties. The parties (inaudible) is not required for this agreement to be valid and enforceable that a party shall initial all the pages of this agreement. The person signing this agreement in their representative capacity warrant their authority to do so. That's it.

AVT: Mm.

AVT K.W.

JW: I don't see anything about a board here.

AVT: Ja, I know. He read it somewhere.

JW: I think the only thing he must have misinterpreted, was the, is the NewCo one. But he is the NewCo.

AVT: Um.

JW: So, the approval is his own approval. This point 6.5.

AVT: Mm.

JW: So, ja, I don't know hey. So I was just trying to show you there was nothing, nefarious.

AVT: No sure.

JW: No one is trying any sharp one. It is such a simple agreement.

AVT: I know. I know.

JW: To be honest this agreement offers, I, it doesn't bother me, but this agreement offers no protections to BOSASA or Gavin or anyone.

AVT: Ja

JW: You know. So, and nobody cared.

AVT: Ja, no obviously the securities was, was an issue.

JW: Ja but, but I'm saying for Gavin there is like, there's like no recourse for them, or anything like that. So it is actually a bad agreement for them, but it's like, you have to act on trust now, I think from their side. So ja, so that's why I said

MO K.G.

guys, there is no malice you know. But there was no nefarious provisions or anything that was put in, there was nothing dodgy. As I said, we all sat here, and said, Oh cool. Let's finish this thing you know.

AVT: Ja.

JW: So ja, I don't know.

AVT: Anyway. This is what he presented now.

JW: OK.

AVT: Given to me, to give to you. I am the Post Box.

JW: Ja no me too hey, we are the Post Boxes... as accountants hey. OK.

AVT: Alright.

JW: So look, can you call Angelo and ask him one thing. I don't want to offend him because I know he can see stuff that happens. But I want you to ask him, payment structures are going to probably have to be confirmed with Louis...

AVT: Ja.

JW: To see what capital is available in the business, and stuff, you know. So I don't want him to get a skrik if, if, if Louis gets called or anything you know. It is the sad, it is the sad reality of it, you know. Um...

AVT: Look he is going to swear when he hears the name Louis.

JW: I know, I know, but I haven't, I haven't been said to say this, I am just thinking through the logic of it, you know.

MD K.W.

AVT: Um.

JW: I haven't been told to say anything today. I mean. Nobody even knows I am meeting you. Um… so.

AVT: Let me, let…

[Andries van Tonder phone calls Angelo Agrizzi]

AVT: Hi can I ask you something, hallo can I ask you something?

JW: Just warn him.

AVT: Payment structures of this proposal.

JW: Just warn him he is going to be frustrated.

AVT: In terms of the, um, the, the proposal dates etc. OK. Is there a possibility that they can, they can amend it in terms of availability of capital?

AA: "…(inaudible)…"

AVT: OK.

JW: But, uh, just ask him like, this is just for me, I am just saying, I am assuming that they are going to have to speak to Louis at some stage and say what capital is available.

AVT: Mm…mm…no, no, no, I know, it is what they offered last time, but. Um, the initial capital was, basically what they offered last time, but…

JW: No. So, so, so the concern was, I know, I know that, the concerns tha even, even in, even in this agreement here...

AVT: Ja, I hear you.

JW: Can you hear him? Even, even in this agreement here, the concern was like we don't actually at this stage know what can be paid immediately, you know, like what funds are, immediate, like immediately available, um, to pay now. To confirm that, Louis is probably going to have to be called.

AVT: Mm.

JW: You know, I know you guys hate him, I mean I don't know anything about him, I'm just, I'm just thinking through my head here, he is the finance guy. You know, so I don't want Angelo to get a fright if he sees Louis is being contacted.

AVT: Mm. Ja no, we can't, we can't be... Louis can't be involved.

JW: No, I don't want him to be involved. But it is like do you, do you understand the dilemma I am saying here. The reality is, he controls the purse, so if they need to get from the purse... it probably dropped...

AVT: Ja, ja the thing is, Louis controls the purse, alright...

AA: "...(inaudible)..."

JW: Like Roth and Lindsay aren't financial people.

AVT: Ja, ja. But now the concern is that, um...

JW: This is just my concern, hey, I am just saying.

AVT: That, that is Jared's concern.

JW: So he is going probably to be asked like what is available to be paid.

AVT: That, that he is going to be asked what is available to be paid…

JW: Ja, so…

AVT: So if …

JW: Roth and Lindsay don't have access to the accounts

AVT: So if they ask him, is it, is it going to be a problem if they speak to Louis about it?

AA: "No, not at all"

AVT: No.

JW: Because I didn't want to offend anyone. OK so, so if he just, if he sees, if he sees contact, if he sees anyone contacting Louis that is the reason then.

AVT: Oh OK, OK. So it is just if you see anyone contacted Louis that, you know, that there shouldn't be a problem again in future, because the only purpose of that is just to pay.

AA: "… (inaudible)…Andries you know bru"

JW: I can hear you Angelo.

AA: "Ah, I'm out."

JW: I'm just, I'm just spitballing ideas here with Andries, so I am just thinking like what are the potential…

K.W.

[Phone call drops]

JW: Ah it could have dropped I don't know, or maybe he's angry.

AVT: ...[sigh]...Anyway, alright.

JW: I don't know. I don't mean to seem like..

AVT: That is what I have been dealing with the whole bloody day.

JW: I don't know man.

AVT: Alright...

JW: Look I just want to come up with a solution.

AVT: No, no, no. Look, I mean he won't be unreasonable in terms of contacting Louis.

JW: OK. OK. I don't want him to get annoyed.

AVT: But, but the thing is they will have to come up be a specific payment plan.

JW: No, of course.

AVT: That is, that is the, and I think that is maybe the first point.

JW: So, so, so, OK. I'll go, I'll run through what my concerns are right. Is timing of payments.

AVT: Mm.

JW K.W.

JW: Because the reality is that you can only pay them if have the money and capital available, right?

AVT: Mm.

JW: Other concern is, if the banks get back to these guys and say like, we are cutting, you know like you said this has happened before, we are cutting your facility, then I don't know, I don't know, I mean...

AVT: Mm.

JW: I mean, I mean you guys are probably going to get pissed off too, because you've got a payment due to you in November. Um, so...

AVT: Ja, we have got an agreement.

JW: Ja so, I don't know, like any of these things are things that are outside the control of this agreement. Do you know what I mean like. Control has been taken out of people's hands now. So.

AVT: Mm. Look, the basic principle and the basic amounts, in terms of the first 10 million rand etc...

JW: Ja.

AVT: Was agreed upon in that during our meeting there.

JW: Ja.

AVT: You know that's Gavin's (inaudible).

JW: So my, I don't think Gavin knows what the capital availability is in the business.

AVT: Well I think that's why you should you back to them...

JW: And find out what's possible?

AVT: Because what Angelo, what I could make out what he is saying now is that they will have to come with a specific payment plan.

JW: No, that is no problem. But um, but you know like, he might be pissed off if he can't get a certain amount immediately, but the reality is, if the amount's not there, then you can't pay it. So this is my concern, the second you do that it looks like you're screwing him over.

AVT: No, no sure, but we just need to manage it in a nice way.

JW: Ja.

AVT: (laughs)

JW: How, how do we do that?

AVT: Well...

JW: And, you know.

AVT: Speak to me, speak to me.

JW: But I also suspect Debbie must be seriously pissed off, hey?

AVT: Who?

JW: Debbie.

AVT: ...(inaudible)...

JW: So, so, ja, um...

AVT: Mm, but ja no, well speak to me. You know, the thing is in the past, this, this was the problem now. Now Angelo had something different in mind than what Brian had in mind.

JW: Ja sure.

AVT: OK. And this is now where the... I'll ask Angelo where the clause is of the board approval, I can't remember, but, ja, um. I will, um, but, the last I made out was he, they need to come with a proposed payment plan.

JW: So, I if I run through just what we have talked about right...

AVT: That's, that's a proposed, that is...

JW: What has been said to date is...

AVT: Mm.

JW: The black directors won't allow these first two options, about sale of the business or...

AVT: Well that is the message we got during the last meeting.

JW: Ja.

AVT: On, on Thursday night.

JW: So my concern is, you know that these guys have already, have sought legal representation.

AVT: Mm.

MA K.G.

JW: So I don't even know what, what. There are many factors to control...

AVT: Well, it's just to mention..

JW: Ja, ja

AVT: You know.

JW: But, then, so then we need to contact the black directors too, you know, because it's, these first two, requires Board approval, you know. That's, that's the problem. So this can't be done immediately, because these, this is like, sale of the business requires approval of the board, that's, that doesn't, that's not Gavin's decision exclusively to make. Um...

AVT: No, no, absolutely.

JW: So that will be slow.

AVT: But let's face it Jared...

JW: Ja.

AVT: Let's face it. The reality is, and maybe I don't see the bigger picture, I'm like you. I don't, I'm not a politician, I'm not a politician, I never want to be a politician.

JW: Me neither my man.

AVT: How, how, how after everything, how is Gavin ever going to secure any further contracts with Government?

JW: I don't think, I think, you see...

AVT: That is the question I have.

MB L.G.

JW: My, my, this is my first problem, if we're saying that.

AVT: So, so, so...

JW: If, if the reputation can be restored in the media, after this press release.

AVT: Sure.

JW: Then, then, surely I mean if it is restored in the media then surely it should be restored from a governmental level, right.

AVT: Ja, but also they will have to show that there is some change, you know what I mean? I don't know... I don't know what it will take.

JW: The thing is...

AVT: I am just debating it with you.

JW: Ja, the logic as I would think it through right, is, is for this thing to work there almost needs to be a retraction saying, "No, look i was just upset...

AVT: Mm.

JW: ... And you know these guys weren't giving me my payments, and I told them that I, that I would discredit them in the media if they didn't give me my payments. You know, because it was owed to me, you know." Well, then it is OK, fine, you, it was just a 'squabble' so then, then there was no validity to these claims. As soon as there is validity to these claims, then it's irrelevant whether there is change or not, because it, because...because if there's validity to the claims, then it happened you know? It doesn't matter who is running the business. Um...

AVT: Ja, I don't know what it is going to take politically, to, to, to, to, to rescue this thing. I don't know.

JW: But do you understand what I am saying, it's like, like there has to be no validity to the claims for anything. If there is any validity to the claims, then literally everyone is done. You know it is like, the business will liquidate, the 20 million due in November will not be able to be paid, none of these amounts will be able to be paid, ah 6500 families aren't going to receive salaries.

AVT: Mm.

JW: You know that's the reality of it, you know.

AVT: Mm.

JW: Um, so, for, for, for any of this, for us to even be having this discussion we need to assume that this can be undone.

AVT: Ja.

JW: The bad press.

AVT: Mm.

JW: So, if it can't be undone, then, then, ja, there is no point to any of these things, hey.

AVT: You see, I know hindsight is with perfect sight.

JW: Ja, sure.

MB K.L.

AVT: But why on earth didn't Brian Bieybuyck and Gavin, got a meeting with Angelo when they were unhappy about Angelo during the previous contract and just stop the payment. Here is a letter from Mike Gough, stop it.

JW: For sure.

AVT: Why couldn't...

JW: For sure.

AVT: and I mean, and, and, and, and I mean, there is a...

JW: But I mean look here, we are problem solvers hey...

AVT: Ja.

JW: So, so, that, that, that happened

AVT: No, no, no, I'm saying, hindsight is perfect sight.

JW: So what's...

--- END OF AUDIO ---

Recording ends at 19:03PM on 27 August 2018

EMAIL FROM AGRIZZI TO MARTIN NASSER - AGRIZZI EITHER WISHES TO TAKEOVER AGO WITH CREARIS TEAM OR SEE IT LIQUIDATE

KWR105

From: Angelo Agrizzi <angelo@angeloagrizzi.com>
Date: Thursday, 15 March 2018 at 20:07
To: [redacted]
Subject: FW: Discussions with Gavin Potential Management Take Over

[redacted]

Thanks for the interest and effort.

I'm glad to hear you had a good session with Gavin – he does need sound advice, and it's interesting to hear he admits he was given the wrong advice previously – a sad... sad state of affairs.

I have given the matter due consideration, and sentiment for the 3,000 families cannot overrule common sense and good business practice.

I understand Gavin's quandary and trying to deal with a defunct and volatile board, perhaps that is why we tried to make a suggestion we speak to the board individually in terms of the strategic plan, but having said that it seems the problem is somewhat larger, which then would make any potential offering stillborn, especially if the board doesn't want to adhere to their fiduciary duties when warned of an impending crisis.

Just to comment on the business opportunities in Swaziland and Zambia as well as Uganda and even other African States, quite simply I looked into it when I was approached by the same people, the UAE funding is so prescriptive it just isn't worth it, and I have experienced first-hand how the local intent is rather to get into ones pocket rather than actually develop the countries, so the little experience I have and the money I've spent has already taught me a valuable

I understand that opportunities do exist outside the borders, but my intention was never to work together with Gavin or his board, it wouldn't serve any purpose, the intellectual base resides with the team at Crearis, Hamptons, Pixelwise and PropertyMatcher, My Virtual Business and Crowdsourcing.com. My intent was to potentially rescue the business and assist the families impacted.
I am sure that you've spoken to Julius about the developments now with PropertyMatcher being potentially bought out by Ooba / Mortgage SA are just astounding and will take a lot of our time, so I have no need for work to keep me occupied.

The initial idea was that we look at doing a comprehensive takeover of the business unit known as African Global, which will allow Gavin the freedom of not having to fund the cash flow and opex from the Ntsibinthle dividends that pay on a six month basis, and allow him to try something new.

You will note that the period trading till February 2017 (during my tenure) will reflect an adjust profit of R50,0000,000 on the AFS, but if you look at the returns submitted for period ending Feb 2018, you will effectively have a trading loss of (R50,000,000.00), based on the flash forecast I've always kept up to date, as well as the overdraft in the bank, so the fact is it clearly shows that the business turned by an effective R100,000,000 into a loss situation, obviously still to incur further losses to end up at about (R90,000,000) by end Feb 2019, unless the strategy is drastically changed.

I've spoken to various banking and funding specialists, the suggestion is that it serves little purpose in debating with Gavin further to take over the business as this will merely serve to save him the embarrassment, and would in effect mean that we would have to take on a liability of at least R98,000,000.00 to R120,000,000.00 exposure to staff termination and retrenchment costs.
With the actual discount nett asset value perhaps now standing at R 400,000,000.00 (Excluding Ntsibinthle)– at best we could unbundle the assets – most of them being property, Copper plant, goodwill and software which will never be used or sold, and recover maybe R120,000,000.00 but the fact remains that the viability of paying more that R100,000,000 for the business is questionable at best.

The fact remains the balance sheet is riding on all the previous year's good trading profits, the actual assets that are usable might be at best say R100,000,000 so in fact if you take the contingent liability for staff off it at an average R120,000,000 you left with an overdraft and seriously wanting – You cannot at this stage take Ntsibinthle into account, sure the asset is valued at an estimated R300,000,000 but at the end of the day that would be for Gavin to have anyway and would be unbundled. This coupled with a massive risk exposure of R300,000,000 in SARS penalties is a considerable risk.

I also doubt the banks are going to let African Global pass the liquidity tests, so from what I hear Gavin is doomed if he doesn't get in a rescue team such as us, more so than if he does, and chances upsetting the likes of Papa and Jackie, who won't have a job come August 2018 anyway.

So the answer is simply, as we were advised today, we wait till the business is liquidated and pick up the contracts by offering assistance during the process, that's if Gavin doesn't relinquish the business as this stage, that way I am also released from any restraint, something that has kept me from pursuing other ventures in Catering, one of the reasons I wanted to get involved. I still am of the opinion that if we do fix the contracts, with the correct branding etc. it will make for a viable saleable basket to Bidvest or Sodexho, and that is where we could make some money.

I am not adverse to meeting with him and yourself next week – I don't know if it would be worth it seeing he is set on the path of he has chosen, its interesting he is excluding the attorney in the process. I don't think he will change his mind on the matter seeing he is being held ransom as he insists by Papa and Jackie.

[redacted], once more Grazie Mille – I really appreciate your advice, it gives me clarity and comfort knowing I still can call on the best brains in the world, supported by McMillan – what more could a good Catholic like me ask for.

Ciao and Buono Notte

Angelo Agrizzi

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3 attachments

image001.png
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image002.png
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noname.eml
88K

EMAIL WHERE AGRIZZI REQUESTS TO MANAGE AGO ON 10 MARCH 2018 KWR108

From: Angelo Agrizzi <angelo@angeloagrizzi.com>
Sent: Saturday, 10 March 2018 12:19 PM
To: [redacted]
Subject: The way forward

[redacted]

PLEASE LOOK AT THE ATTACHED SYNOPSIS – STILL IN ITS DRAFT FORMAT, I'M RELUCTANT TO PROVIDE ANYTHING IN FULL AT THIS STAGE UNTIL WE HAVE CERTAINTY IN THE WAY FORWARD.

[redacted], all I ask of you is that you are frank and honest with me on the matter, I don't want to waste my time on the matter, if it's a game to play for time – I'm not interested, and seeing that we have always been honest with each other I would expect the same respect I offer you to be reciprocated. Yesterday Gavin seemed very positive and accepting on the matter, his words was how it was to be done needed to be crafted, hence a meeting on Monday with the board, and then one on one meetings with Andries Van Tonder and myself to enable them to understand our commitment and plan going forward. I must mention that the timing is critical, to ensure that the company remains past August 2018.

No doubt there has been a debate and caucusing this weekend, positions might well have changed and I'm not holding my breath at this stage, I am not sure if you noticed that Gavin was erratic, more than likely he is easily swayed by the family. I thought I'd attach the DRAFT analysis, but the fact is what will have to be done, is slowly, slowly we would have to move all the Directors, save for Thandi Makoko (Youth) Joe Gumede, Trevor Mathenjwa, Syvion Dhlamini and Ishmael Dikani who we can manage, so the sooner I can meet with them on a one on one the better, they will have no option but to take the opportunity to make this work.

Gavin's greatest concern is the Political fallout – between you and me, that's the nonsense that Sesinya and Papa have promulgated all along as a warning, the fact remains – no political assistance has ever been forthcoming, nor do any of the directors have any influence. I understand the game, and have played it for Gavin for 18 years, besides companies like Compass and Sodexho actually have a higher growth rate with no political influence. Gavin will recall I since October 2015 begged him to distance himself from the political realm and become A Political.

I would suggest we park Colleen and Louis Passano as well as Papa Leshabane at Roth's company Sunworx (which was subsidized by Gavin anyway), alternatively I will handle soft landing exits for them over a period of time.

Just to re-iterate the benefits in prep for your call and meeting;

- Gavin will be able to have money, and not have to worry about seeking funding to keep this walrus alive assured of dividends
- Gavin can use the opportunity to rid both himself and the company of all the leeches and attachments – to many to mention
- Gavin's "Exit" will alleviate the pressure and spotlight on the group, you can take up a position to watch over his interest.
- The legacy problems and sentimental causes will be eliminated – e.g. Watson Academy, Orange Farm, Kids and relatives
- Will alleviate the SARS historical issue, the focus will move naturally, we discussed this before All staff issues will be resolved
- K Wakeford and the likes similar to [redacted] have always ridden the company, yet they haven't delivered a single contract, just used the company – [redacted], [redacted] all have just been in it for handouts, so this alleviates all these issues.

the whole idea we have is to actually build the Company up with the competencies we know we have that is;

1. Full Facilities and Catering in High Density Operations
2. Catering on various Hospitals and Schools – (something Gavin didn't want to venture into)
3. Youth Detention facilities, coupled with offering to manage Government Owned Old Age Homes, where Government subsidizes them with R1,000,000 per month, to accommodate 60 people, and they cannot do it properly, the offering is no different from a youth centre, and our estimates are it would generate a nett profit of R300,000 per month – if you offer a service at R950,000 per month and you get 10 per province to start, you generating R3 Million profit per month in a sector that no one is contesting for or is interested.
4. Industrial Catering in large scale manufacturing where food provision has become important – SAMCOR, BMW, NISSAN ABI – SAB, ETC

Once we have built a solid entity, then we take it to a Bidvest and the likes and sell it or trade shares, originally I had a meeting with the Bidvest chaps, the only reason the deal didn't potentially go through was because of the Watson name, albeit they think it's a great business (2015) the guys I dealt with are still there and I'm sure they would be interested if they saw the envisaged change and re-focus.

I had a chat with the banks at lunch yesterday. I did not mention which company, the answer to me was that I could easily raise R120,000,000 as a working overdraft. I received a call from the relationship manager this morning who asked me if it was African Global and I responded I couldn't discuss the matter, his answer was quite simply that they know that if I'm involved they will have a restored confidence in the Group of Companies

Lastly, they will argue that they are getting increases on contracts, the maximum permissible is 85% of the price at the prevailing CPI, this calculates to about 5%, and equates to R2,25 Million maximum. It is possible they might also not get this increase from Sibanye and Department of Correctional Services based on their motivation and the actual reduction in prices of foodstuffs.

Enjoy and have a great weekend

Angelo Agrizzi

m +27 (0) 64 687 2464
a HELDERFONTEIN OFFICE PARK
Cnr William Nicol & Broadacres East
No 97 | Helderfontein
Fourways | South Africa
w www.AngeloAgrizzi.com
e Angelo@AngeloAgrizzi.com
s Angelo.Agrizzi

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KWR110

GAVIN WATSON EMAIL ADDRESS SETUP WITH LEON VAN TONDER AND CONTROLLED BY AGRIZZI

From: Gavin Watson
To: Leon Van Tonder
Subject: Re: Testing BlackBerry
Date: 20 April 2009 11:19:21 AM

Test

Best Regards,

Gavin Watson
Chief Executive Officer
Bosasa Group of Companies
Mogale Business Park
Gauteng
South Africa
Tel: +27 (0)11 662-6033
Fax: +27 (0)11 662-6138
Mobile:+27 (0)82 800-0923
Gavin.Watson@bosasa.com
Gina.Pieters@bosasa.com

www.bosasa.com

Mogale Business Park, 1 Windsor Road, Mogale City 1739
Gauteng, Republic of South Africa

From: "Leon Van Tonder"
Date: Mon, 20 Apr 2009 11:01:46 +0200
To: Angelo Agrizzi<Angelo.Agrizzi@bosasa.com>
Subject: Testing BlackBerry

Subject: Re: CV for SeaArck Post
Date: Monday, 20 April 2009 at 19:05:13 South Africa Standard Time
From: Gavin.Watson@Bosasa.com <Gavin.Watson@Bosasa.com>
To: kwakeford@yahoo.com <kwakeford@yahoo.com>

Thanks will pass on to Gavin

Angelo

Best Regards,

Gavin Watson
Chief Executive Officer
Bosasa Group of Companies
Mogale Business Park
Gauteng
South Africa
Tel: +27 (0)11 662-6033
Fax: +27 (0)11 662-6138
Mobile:+27 (0)82 800-0923
Gavin.Watson@bosasa.com
Gina.Pieters@bosasa.com

www.bosasa.com

Mogale Business Park, 1 Windsor Road, Mogale City 1739
Gauteng, Republic of South Africa

From: Kevin Wakeford
Date: Mon, 20 Apr 2009 09:48:35 -0700 (PDT)
To: <gavin.watson@bosasa.com>
Subject: Fw: CV for SeaArck Post

Dear Gav

Please see attached. I worked with Guy [redacted] in the Premiers Office. He is hard working and excellent with people. Excellent manager. He did a MBA on IDZ's. Bottom line, he gets things done and has strategic vision. He worked for [redacted] before, so he well positioned politically as well. See below as well. His cell is [redacted].

Blessings

Kev

--- On **Mon, 4/20/09, Guy Rich** ***<guy@gmrsm.co.za>*** wrote:

> From: Guy [redacted]>
> Subject: CV
> To: "'Kevin Wakeford'" <kwakeford@yahoo.com>
> Date: Monday, April 20, 2009, 3:14 PM
>
> Dear Kevin

I refer to our earlier discussion and attach my CV for consideration.

I believe that my strengths, as a corporate manager, lie in the following:

- My ability to lead and manage people at all levels within an organization;
- My ability to communicate with people, form partnerships and solid professional relationships;
- My ability to lead and manage people and processes to ensure implementation and delivery - as was the case in the Premier's Office;
- My methodical, logical and focused approach to implementing projects and sticking to deadlines;
- My passion for ethical management and corporate good governance practice;
- Given my MBA I have a keen management insight into all sphere's of organizational operation such as managerial economics, ICT, management information systems, finances and budgeting, operations management, project management, HR and performance, monitoring, evaluation and control. This allows me to predict and assess organizational and project problems, interact with managers at their level, interpret their requirements, discuss strategic alternatives and ensure performance;
- My management focus on mentoring, skills transfer and staff development and growth; and
- My passion for the Eastern Cape and its continued development as an industrial and manufacturing powerhouse within Southern Africa.

Unfortunately a CV does not reflect these attributes and cannot reflect a personal passion and drive for management excellence and leadership – I am sure you will agree.

Should you need any further information, please do not hesitate to contact me.

Regards

Guy

Subject: Re: Grant Minnie cv
Date: Thursday, 23 April 2009 at 18:55:51 South Africa Standard Time
From: Gavin.Watson@Bosasa.com <Gavin.Watson@Bosasa.com>
To: kwakeford@yahoo.com <kwakeford@yahoo.com>

Impressive I am not in will ask Gina to fwd to Gavin

Best Regards,

Gavin Watson
Chief Executive Officer
Bosasa Group of Companies
Mogale Business Park
Gauteng
South Africa
Tel: +27 (0)11 662-6033
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Mogale Business Park, 1 Windsor Road, Mogale City 1739
Gauteng, Republic of South Africa

From: Kevin Wakeford
Date: Thu, 23 Apr 2009 09:22:35 -0700 (PDT)
To: <gavin.watson@bosasa.com>
Subject: Fw: Grant [redacted] cv

Dear Gav

Grant [redacted] is known to Valence and myself. He is an industrial engineer with sound knowledge and experience in the fields of logistics, process engineering, aquaculture and distribution. The is the 2nd candidate as per your requesst for SeaArck.

Kind regards

Kevin

--- On **Thu, 4/23/09, Grant** [redacted] wrote:

> From: Grant [redacted] >
> Subject: Grant [redacted] cv
> To: kwakeford@yahoo.com
> Date: Thursday, April 23, 2009, 9:13 AM

Subject: Fw: SeaArk agreement for consideration
Date: Thursday, 28 May 2009 at 18:31:46 South Africa Standard Time
From: Gavin Watson <gavin.watson@bosasa.com>
To: cosec@bosasa.com <cosec@bosasa.com>

Tony this mail came through I noted Sonia was not here so I think you should look at it very carefully before they force him into an agreement where we pay 15% of fees whereas norms are at a Max 1%

Angelo

Best Regards,

Gavin Watson
Chief Executive Officer
Bosasa Group of Companies
Mogale Business Park
Gauteng
South Africa
Tel: +27 (0)11 662-6033
Fax: +27 (0)11 662-6138

Gavin.Watson@bosasa.com
Gina.Pieters@bosasa.com

www.bosasa.com

Mogale Business Park, 1 Windsor Road, Mogale City 1739
Gauteng, Republic of South Africa

From: "Gary Wu"
Date: Thu, 28 May 2009 15:41:35 +0800
To: <gavin.watson@seaark.co.za>
Subject: SeaArk agreement for consideration

Dear Gavin,
Here is the document that we have for you to consider as we talked about.
We are reporting to Vice Minister of Commerce today. Please let me know how to handle this one as I plan to leave to go back to China on Monday night.
Gary

Subject: Re: Meeting @ Gautrain Offices
Date: Thursday, 04 June 2009 at 16:40:01 South Africa Standard Time
From: Gavin Watson <gavin.watson@bosasa.com>
To: [redacted] gina@bosa <gina@bosa>
CC: angelo@bosasa.com <angelo@bosasa.com>

Thank you we will attend with Mr Angelo Agrizzi.

Best Regards,

Gavin Watson
Chief Executive Officer
Bosasa Group of Companies
Mogale Business Park
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Tel: +27 (0)11 662-6033
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Gavin.Watson@bosasa.com
Gina.Pieters@bosasa.com

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Mogale Business Park, 1 Windsor Road, Mogale City 1739
Gauteng, Republic of South Africa

From: "Viwe Qegu"
Date: Thu, 4 Jun 2009 14:28:41 +0200
To: <gavin.watson@bosasa.com>
Subject: Meeting @ Gautrain Offices

Dear Gavin

[redacted] has confirmed a meeting with yourself for the 8 June 2009 @ 11am, Gautrain Offices. Kindly confirm your availability.

[redacted]
Socio Economic Development Executive

Bombela Concession Company (Pty) Ltd
Tel: +27 (0) 11 997 8221
Fax: +27 (0) 11 997 8011
e-Mail: viwe.qegu@bombela.com

Subject: Re:
Date: Wednesday, 10 June 2009 at 18:16:02 South Africa Standard Time
From: Gavin Watson <gavin.watson@bosasa.com>
To: [redacted]

Not a problem I am tied up till next week wednesday let's look at next week thursday I trust you will give us a call

Regards

Angelo

Best Regards,

Gavin Watson
Chief Executive Officer
Bosasa Group of Companies
Mogale Business Park
Gauteng
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Tel: +27 (0)11 662-6033
Fax: +27 (0)11 662-6138

Gavin.Watson@bosasa.com
Gina.Pieters@bosasa.com

www.bosasa.com

Mogale Business Park, 1 Windsor Road, Mogale City 1739
Gauteng, Republic of South Africa

From: [redacted]
Date: Wed, 10 Jun 2009 12:22:32 +0200
To: <angelo.agrizzi@bosasa.com>; <gavin.watson@bosasa.com>
Subject:

Good Day

As per our agreement to visit your offices on Friday

I won't be able to make it as I will be doing site inspection for Bombela Sites Friday

This only came today's meeting with the management.

Can we schedule to 17th of June 2009 @ 10:00 Morning as my visit?

Thanks

[redacted]

Snr Quantity Surveyor - Procurement subcontracts

Bombela Civils Joint Venture (Pty) Ltd

Tel: +27 (0) 11 997 8471
Cel: +27 (0) 73 505 9114
Fax: +27 (0) 11 997 8002
e-Mail: bayanda.joyi@bombelacjv.com

Subject: Fw: Accepted: Phakisaworld Follow Up Meeting
Date: Tuesday, 23 June 2009 at 09:30:29 South Africa Standard Time
From: Gavin Watson <gavin.watson@bosasa.com>
To: gina@bosasa.com <gina@bosasa.com>, papa@bosasa.com <papa@bosasa.com>

Please remind Gavin, Papa I know you were involved in this as well so I presume you will also be involved

Best Regards,

Gavin Watson
Chief Executive Officer
Bosasa Group of Companies
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Gauteng, Republic of South Africa

-----Original Message-----
From: "Gavin Watson" <gavin.watson@bosasa.com>

Date: Tue, 23 Jun 2009 07:28:05
To: Clive [redacted]
Subject: Accepted: Phakisaworld Follow Up Meeting

Subject: E mails
Date: Friday, 17 July 2009 at 14:55:45 South Africa Standard Time
From: Gavin Watson <gavin.watson@bosasa.com>
To: Derek [redacted]

Derek no need to cc GJW all his emails come to me

Regards

Angelo Agrizzi
Best Regards,

Gavin Watson
Chief Executive Officer
Bosasa Group of Companies
Mogale Business Park
Gauteng
South Africa
Tel: +27 (0)11 662-6033
Fax: +27 (0)11 662-6138

Gavin.Watson@bosasa.com
Gina.Pieters@bosasa.com

www.bosasa.com

Mogale Business Park, 1 Windsor Road, Mogale City 1739
Gauteng, Republic of South Africa

Subject: Re: Stolen Software
Date: Monday, 27 July 2009 at 08:28:42 South Africa Standard Time
From: Gavin Watson <gavin.watson@bosasa.com>
To: Wynand [redacted]

Wynand thank you I will look at into it and revert to you

Best Regards,

Gavin Watson
Chief Executive Officer
Bosasa Group of Companies
Mogale Business Park
Gauteng
South Africa
Tel: +27 (0)11 662-6033
Fax: +27 (0)11 662-6138

Gavin.Watson@bosasa.com
Gina.Pieters@bosasa.com

www.bosasa.com

Mogale Business Park, 1 Windsor Road, Mogale City 1739
Gauteng, Republic of South Africa

From: "Wynand [redacted]
Date: Mon, 27 Jul 2009 07:05:11 +0200
To: <gavin.watson@bosasa.com>
Subject: Stolen Software

Good Day Gavin

I took a long shot with this email address. I have a big problem currently at Bosasa and would like to discuss it with you if possible. We designed and provided the IPTV products for the DCS project. Last 4 months we did work for you and met every requirement to date. We fired to directors in our company last year who copied our software and is now selling it trough Imago Communications to Sondolo IT. I informed Frans Voster and Retief about the stolen software and they are currently turning a death ear. We do ethical business and I know you're a child of God. Can we stop this piracy before it tumbles over.

Regards

Wynand [redacted]

home affairs

Department:
Home Affairs
REPUBLIC OF SOUTH AFRICA

Annual Report

Building the New Home Affairs

2007/2008

Prepared by the Chief Directorate: Strategic and Executive Support Services
Department of Home Affairs
270 Maggs Street, Waltloo, Pretoria

ISBN: 978-0-621-38280-0
RP: 258/2008

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CONTENTS

Achievements and Challenges

PROGRAMME 1: ADMINISTRATION

Some of the main achievements for business units under Programme 1 include:

Finance and Risk

- All six previous audit reports were categorized and key risks and issues prioritized
- The Rosslyn Document Archive Depot was identified as the biggest risk and a long-term strategy was developed to fix it
- A process to gather revenue information was implemented
- A cash machine pilot was implemented in four offices. Within the first month, revenue collection at these sites had already increased by 20%
- A new lease was negotiated with the Rosslyn landlord
- A clean up of HR and Asset Management audit issues was launched

Information Services

- Business cases for top 15 IT projects were developed
- IT projects and the architecture to support the new operating model requirements was agreed to
- DHA IT organisation baselined
- Track and trace system and online verification were developed and implemented
- Upgrade of HANIS (Home Affairs National Identification System) to new technology (HANIS Tech Refresh)
- New refugee system rolled out to refugee reception centres
- Master Information Systems Plan and Enterprise Architecture updated
- Risk management and quality management implemented
- Service Management component established

Communication Services

- Sustained effective outreach and Izimbizo programme conducted
- Produced braille and multilingual products
- Mobilised stakeholders around asylum, refugee issues and foreign business investment
- Aggressively communicated DHA zero-tolerance approach to corruption
- Revamped the Ikhaya magazine and enhanced internal communication channels

Corporate Services

Human Resources

- Performance agreements improved and aligned with the turnaround
- 67% of management positions filled
- 70% functionality of Persal achieved to ensure improvement on turnaround time in processing certain HR transactions
- Litigation trends monitored and analysed

Employee Relations

- Meetings with union leadership were held and by the end of the year a joint statement of shared intent as well as a turnaround accord were on the table.

Contracts

- A baseline spend analysis by supplier and category was conducted
- New and improved SLAs were negotiated with key suppliers like Sita, Telkom, Lindela, XPS, Skynet and GPW
- A single courier pick up and delivery service for IDs and applications between central ID production facility and front offices was put in place
- Cost savings of R68m on the remainder of the Lindela (Deportation Centre) contract was negotiated
- Further potential cost savings of up to R40m with other key suppliers were identified.
- Information requests to the top 50 suppliers, to determine payment schedules and contractuals, were sent out

Governance Relations

- Improved co-ordination and interaction with external stakeholders
- Turnaround presentation to G&A and Social Sector Clusters conducted
- Compliance to bi-monthly reporting to all clusters and other critical areas, e.g. on Apex priorities
- Started consultation process with Traditional Leadership on an MOU between the two parties
- MOU on visa waiver for diplomatic and official passport holders signed with India, Tanzania and Sudan
- Training provided for immigration officials from Rwanda and DRC through SAMP (South African Migration Project) and SAMDI
- Foreign office in Mexico opened
- Pool of officials trained to perform relief duty in Foreign Offices

Annual Financial Statements

Department of Home Affairs

Annual Report

Building the New Home Affairs

2007/2008

home affairs

Department:
Home Affairs
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF HOME AFFAIRS
VOTE 4

REPORT OF THE ACCOUNTING OFFICER
for the year ended 31 March 2008

Lindela Contract - First review of contract was finalized - Next review as specified in contract (September 2008)	Reduction of cost from R7.89 million to R7.2 million
Process of determining the categories of scarce Skills facilitated	JIPSA was supported by issuing 1 133 quota work permits to foreigners with scarce and critical skills compared with 194 issued in previous year

2. General Review of the State of Financial Affairs

a. Budget Allocation

i. Spending trends

The Department received R3,520 billion for the year under review which represents an increase of 25,7% from the previous year's allocation of R2,800 billion. In addition R15,2 million relating to the prior year's unauthorised expenditure was authorised.

Total under-spending for the year amounted to R279,1 million (7,9%) which is attributed mainly to the non-completion of repairs and maintenance projects, and the planned building of three offices which is still in progress. The delays in the building of these offices are a result of protracted lease negotiations and site clearances for the earmarked offices. To expedite this process meetings have been held with the Accounting Officer of the Department of Public Works to address the delays in the rollout of the Department's repairs and maintenance plan (RAMP) and sourcing of a new head office facility for the Department.

Several challenges, including high vacancy rates and lack of leadership within the Information Services Branch, also impacted negatively on the capital project spending owing to the concerns raised by the National Treasury regarding compliance with contract management principles. This resulted in parts of the allocated budget being held back and other parts only being approved for spending subsequent to year end. We have as a result established the Enterprise Project Management Office (EPMO) which is responsible for initiating and managing all projects undertaken by the Department. This will ensure that the slow spending on projects will be minimised, reducing the negative impact on the budget that often results in substantial virements being requested.

ii. Virement

Overall the Department shifted R8,661 million (R6,661 million on Programme 1 and R2 million on Program 2) from compensation of employees, R43 million from goods and services (Programme 2) to capital assets (R44,067 million) to fund other pressing needs of the Department and R7,594 million to transfers and subsidies households. I granted approval for the virement to be done and the Ministry and National Treasury were informed of these virements.

iii. Other material matters

In the current financial year the Department did not draw its full allocation hence the amount disclosed in note 1.1 as actual funds received is equal to actual drawings net of amounts returned to National Treasury.

As part of the renewed financial discipline within the Department all clearing accounts are being analysed and reconciled, and where supporting documentation is available the amounts are allocated to the appropriate expense item. After careful consideration I have approved the writing off of R26.7million against theft and losses in the current financial year, including amounts dating as far back as the 1999/2000 financial year. The Department has developed a write off policy which has been approved by Exco subsequent to year end.

b. Strategic Issues

The largest part of the consulting, capital and other costs of the Turnaround Programme will be covered by a three-year allocation from National Treasury of R920 million spread over the 2008/09 to 2011/12 financial years. The costs of the

DEPARTMENT OF HOME AFFAIRS
VOTE 4

REPORT OF THE ACCOUNTING OFFICER
for the year ended 31 March 2008

15. SCOPA Resolutions

The Department attended two SCOPA hearings, on held on 20 June 2007 and the other on 20 February 2008.

The Department began renegotiating the Lindela contract with Leading Prospect Trading 111 (Pty) Ltd in December 2007, these negotiations were successfully concluded in January 2008, resulting in direct savings of R 7.7 million per annum, based on improved minimum occupancy rates which are more aligned with the Department's current deportation strategy. Management has also reviewed the financial implications of this contract and is satisfied that it meets the Department's requirements, and that no fruitless and wasteful expenditure is being incurred as a result of the terms of this contract.

Other resolutions are still being addressed systematically by management.

16. Prior Modifications To Audit Report

The following matters have been addressed and resolved;

- Voted funds
- Irregular expenditure
- Fruitless & wasteful expenditure
- Payables - inter-responsibility accounts
- Cashflow statement

Attention is still being given to the following areas:

a. Cash & Cash Equivalents

To facilitate the monthly reconciliation of all cash & cash equivalent accounts, and timeous follow up of reconciling items, the Department is currently involved in a process to clear reconciling items dating back to prior financial years and positive progress has been made in this regard:

i. The Bank Exception Account has been reduced from R20.9 million at the year end to R10.8 million at the end of August 2008.

ii. The gross debits of R7.9 million in the Receipt Deposit Control and Deposit Account, have been reduced to R48 000 by end August 2008.

iii. The Receipt Control Account has been reduced to R7 000 by the end of August 2008, from R 496 000 at the year end.
Efforts are ongoing to clear these outstanding balances.

b. Payables

The Department is currently putting measures in place to ensure that payables are recorded on the modified cash basis and that transfers to the Immigration Control Account are paid over timeously (where all vouchers have been received from the Department of Foreign Affairs).

c. Revenue and Receivables

Revenue collection continues to be a challenge in the Department. The cash registers at all our offices are stand alone machines that do not interface with any system as they are not point of sale systems. This challenge is further aggravated by the fact that BAS has not been properly rolled out at all our offices.

Foreign revenue is further impeded by the fact that receipts and/or vouchers substantiating the transaction continue to be remitted on average 6 months after the transaction has taken place by the Department of Foreign Affairs. The Q&A system used to capture the foreign receipts is not aligned with the BAS system structure, which makes reconciliation of the system very difficult. The Department is investigating alternative methods and systems for the recording of these revenue items.

The complete integration of the systems to back office and production line is under investigation by the Turnaround Team. A receipting solution is being tested in our Randburg office.

d. Expenditure

The Department is still in the process of implementing controls to ensure that documentation is administered properly, hence leading to information being on hand for audit purposes. The Department has made signficant progress toward addressing the issue of Government Garage expenditure. Thus far we have not found a solution to the issue of petrol slips.

home affairs

Department:
Home Affairs
REPUBLIC OF SOUTH AFRICA

Building a New Home Affairs

Review of Asset Valuation for Lindela contract

4 February 2009

FeverTree CONSULTING

ATKEARNEY

FeverTree CONSULTING ATKEARNEY

home affairs

Transformation Programme – Phase II

Workstream – National Immigration Branch

Sign-off List				
Person	Title	Area Represented	Signature	Comments
Ricardo Abrahams	DHA Team Lead (Compulsory Signatory)	Deportations	Date: 2007/02/07	
Modiri Matthews	DHA Sponsor (Compulsory Signatory)	Inspectorate	Modiri Matthews Date: 16/2/2007	

Note: Signatures on this page to be obtained by the Workstream

KWR127

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Transformation Programme – Phase II

Workstream – National Immigration Branch

Signoff List

Person	Title	Area Represented	Signature	Comments
Adius Ncube	FTC Project Manager	PMO	Date:	
Jacob Mamabolo	DHA PMO	DHA	Date:	
Yusuf Simons	DHA Programme Manager	DHA	Date:	

Note: Signatures on this page to be obtained by PMO

Deliverables List							
#	Unique Number	Deliverable	Description	Planned Due Date	Actual Delivery Date	If Delayed, Reason for Delay	Actual Delivery Date dependent on Action from DHA
Project: Lindela Contract							
	3.7.2	• Review of asset valuation for Lindela contract	• Review of the asset values of the Lindela facility and optimisation of the SLA and savings.	30 Nov '08	31 Jan '09	• Delays in meetings due to cancellations by Bosasa and difficulty in getting consensus.	• DHA now need to formalise/sign SLA.

home affairs
Department:
Home Affairs
REPUBLIC OF SOUTH AFRICA

270 Maggs Street, Waltloo, Private Bag X114, PRETORIA, 0001
Paliamentary Office, 120 Plein Street, Private Bag X9048, Cape Town, 8000

Enquiries: Mr. S. Naidoo Tel: (012) 810 8595 Fax: (012) 810 7298 Ref :

The Chief Operations Officer
LEADING PROSPECT TRADING 111 (Pty) Ltd
Mogale Business Park
No. 1 Windsor Road
Mogale City
1739

Attention: Mr Angelo Agrizzi

Dear Angelo,

CONTRACT FOR THE PROVISION OF ILLEGAL IMMIGRANT FACILITY: LINDELA

The above contract entered into between the Department of Home Affairs (DHA) and Leading Prospect Trading 111 (Pty) Ltd (Bosasa) on 1st October 2005 has reference.

We would like to take this opportunity to once again thank you and Bosasa for the positive manner in which the discussions have followed after our initial negotiations on further optimisation opportunities at Lindela.

As per your response dated 27th November 2008 and the discussions on the 3rd December 2008, we confirm the following for your formal approval, before finalisation of the revised contract and Service Level Agreement (SLA): -

1. Bosasa will provide Medical Facilities at Lindela at no additional cost to the Department. These services shall be provided in terms of the Health Act and in respect of Primary Health Care only, however transport and security to and from the medical care facility are also included at no additional cost. We acknowledge that this was supposed to be performed by the Department of Health. The Department will therefore advise the Department of Health of this change due to said Department's inability to provide this service.
2. The registration and administration of illegals and their personal belongings shall be provided by Bosasa. The current system shall be amended to allow the Department Representatives "read-only" access, at no cost to the Department.
3. Alterations to the facility for the offices and reception areas utilised by the Department, which shall be upgraded by Bosasa per the Department's specifications, which specifications shall be agreed upfront and the costs thereof shall not exceed R5m and such cost shall be for the account of Bosasa. Only price escalations or exchange rate increases shall, where applicable, be for the account of the

Department. The Department shall use this once-off offer as an opportunity to rebrand the facility with the Department's branding.

4. A saving of R420 000 per month on the monthly amortisation costs of the facility shall implemented with immediate effect.
5. A CPIX holiday for a period of 6 months shall be offered, with effect from 1 April 2009 and the relevant increase only taking effect on 1 October 2009.
6. Thereafter, annual CPIX adjustments shall be based on the published CPIX rates prevailing in March each year, and to be effective from 1 April each year, the start of the financial year of the Department.
7. The CPIX adjustments will be applicable only to the operating costs of the Facility and shall exclude the amortisation costs. This ratio is currently 75:25, with the CPIX adjustments therefore being limited to 75% of current monthly costs.
8. The current contract review period of 2 years will be extended to 5 years, the next review being effective 31 October 2013, and at which point an extension to the contract shall be considered by the Department for a further 3 years, beyond the original contract period, notwithstanding the satisfactory performance by Bosasa and the Department still having a need for the facility.
9. Should the contract then be extended for an additional 3 years, the monthly charges shall be reduced by the capital cost, currently R 1 804 620 per month, with effect from 1 November 2015.
10. Further, the Department will have a right of first refusal to purchase the Lindela Facility subject to a valuation determined by a Registered Independent Valuer.
11. The maintenance of the facility shall be of a sufficiently high standard to ensure that the building, fixtures and fittings remain in full working condition, after the option to purchase is exercised by the Department.
12. The savings once agreed to, will be converted in a rate per person per day.
13. Should the occupancy rates fluctuate by more than 50 % of the 2 500 person threshold over a 36 month period, the Department reserves the right to reduce the variable costs component of the monthly charges only, currently 7% of the total monthly charges.
14. The current cancellation clauses per the original contract shall remain in force and effect.

Should you agree with the above, and once agreed to by the Director General, an addendum to the original agreement and a revised SLA shall be finalised between Bosasa and the Department within 30 days of acceptance thereof.

It would therefore be appreciated if you could kindly consider the above and revert to us soonest for approval by the Director General: Department of Home Affairs.

Any further queries should be directed to Aneel Radhakrishna, a Consultant on the DHA Turnaround Project, who can be contacted on 082 825 1623.

Thanking you in advance for your co-operation in this matter.

Yours sincerely,

SAGAREN NAIDOO
ACTING CHIEF FINANCIAL OFFICER
DATE : 28/12/10

Undala - Calculation of Additional Savings Over Contract Period

DETAILS	MONTH	2005	2006	2007	2	2009	2010	2011	2012	2013	2014	2015	2016	2017	2 018
	January					420 000.00	583 477.20	586 685.83	621 866.58	659 200.20	698 752.21	740 677.35	2 589 737.99	2 745 122.27	2 909 829.60
	February					420 000.00	583 477.20	586 685.83	621 866.58	659 200.20	698 752.21	740 677.35	2 589 737.99	2 745 122.27	2 909 829.60
	March					420 000.00	583 477.20	586 685.83	621 866.58	659 200.20	698 752.21	740 677.35	2 589 737.99	2 745 122.27	2 909 829.60
Annual CPIX Review	April					420 000.00	586 685.83	621 866.58	659 200.20	698 752.21	740 677.35	785 117.99	2 745 122.27	2 909 829.60	3 084 419.38
	May					420 000.00	586 685.83	621 866.58	659 200.20	698 752.21	740 677.35	785 117.99	2 745 122.27	2 909 829.60	3 084 419.38
	June					420 000.00	586 685.83	621 866.58	659 200.20	698 752.21	740 677.35	785 117.99	2 745 122.27	2 909 829.60	3 084 419.38
	July					420 000.00	586 685.83	621 866.58	659 200.20	698 752.21	740 677.35	785 117.99	2 745 122.27	2 909 829.60	3 084 419.38
	August					420 000.00	586 685.83	621 866.58	659 200.20	698 752.21	740 677.35	785 117.99	2 745 122.27	2 909 829.60	3 084 419.38
	September					420 000.00	586 685.83	621 866.58	659 200.20	698 752.21	740 677.35	785 117.99	2 745 122.27	2 909 829.60	3 084 419.38
Negotiation/Contract Review	October					420 000.00	586 685.83	621 866.58	659 200.20	698 752.21	740 677.35	785 117.99	2 745 122.27	2 909 829.60	3 084 419.38
	November					553 477.20	586 685.83	621 866.58	659 200.20	698 752.21	740 677.35	2 589 737.99	2 745 122.27	2 909 829.60	3 084 419.38
	December					553 477.20	586 685.83	621 866.58	659 200.20	698 752.21	740 677.35	2 589 737.99	2 745 122.27	2 909 829.60	
Total						5 440 431.60	6 940 604.09	7 357 840.33	7 799 462.75	8 266 370.52	8 762 352.75	14 701 953.91	32 475 314.35	34 423 833.21	30 320 428.45

NB Used 8% Inflationary Adjustments

Total Savings - Original Contract: Phase 2 (Includes CPIX on amortisation of R1 804 620 of R108 277.20)						1 804 620.00						11 494 002.00			
						108 277.20									
Add: Refurbishments Costs												5 000 000.00			
Medical Costs (Estimated)													147 744.00		
Administration (Estimated)													55 000.00		
Add: CPIX Holiday						151 200.00									
Gross Savings												56 498 002.00			
Add: Phase 2 Savings (If increase contract Term)												111 965 966.58			
Total Potential Savings*												[illegible]			

Coding

- Current Contract Period
- Proposed Additional
- Proposed Review Date
- Annual CPIX Adjustments

KWR132
408

Lindela

Leading Prospect Trading 111 (Pty) Ltd
Reg. No. 2002/017226/07
Trading as Lindela
Postal Address:
Private Bag 2002
Krugersdorp
1740

Physical Address:
Mogale Business Park
No 1 Western Road
Luipaardsvlei
Mogale City
Gauteng
Rep. of South Africa
Tel: (+27) 011 660 6802
Fax: (+27) 011 660 3080

20th January 2009

The Chief Financial Officer
Department of Home Affairs
Private Bag X 114
PRETORIA
0001

Attention: Mr. Sagaren Naidoo

Dear Sagaren

CONTRACT FOR THE PROVISION OF ILLEGAL IMMIGRANT FACILITY: LINDELA

We refer to our previous discussions and agreements relating to the aforementioned contract, and thank you for the proposal forwarded to ourselves.

As per your facsimile received, and the salient points noted and raised, we are in agreement to the amended Service Level Agreement terms and conditions as indicated, subject to our legal consultants perusing and signing of the revised Service Level Agreement.

We will avail ourselves for discussion regarding this matter at your earliest convenience.

Yours sincerely

ANGELO AGRIZZI

PAPA LESHABANE

Cc. Aneel Radhakrishna – DHA Turnaround Project

home affairs

Department:
Home Affairs
REPUBLIC OF SOUTH AFRICA

THIRD ADDENDUM
TO THE SERVICE LEVEL AGREEMENT
SIGNED ON 31st OCTOBER 2005 BY AND BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA THROUGH ITS
DEPARTMENT OF HOME AFFAIRS
("DHA")

DULY REPRESENTED HEREIN BY **MAVUSO MSIMANG**
IN HIS CAPACITY AS DIRECTOR-GENERAL
and duly authorized thereto

and

LEADING PROSPECT TRADING 111 (PROPRIETARY) LIMITED
trading as LINDELA
("Service Provider")
(Company Registration Number: 2002/017229/07)

DULY REPRESENTED HEREIN BY **ANGELO AGRIZZI**
IN HIS CAPACITY AS CHIEF OPERATING OFFICER
and duly authorized thereto

PREAMBLE

WHEREAS the parties entered into a Service Level Agreement on 1st October 2005 (the "Agreement") for the provision of a facility, accommodation, administration, meals, security and related services for illegal immigrants;

AND WHEREAS the parties have agreed to vary the Agreement and specifically Appendix A (Pricing Schedule) in a manner consistent with the terms and conditions set out in this Third Addendum;

AND WHEREAS the parties wish to clarify and expand on certain of the terms contained in the Agreement;

THEREFORE the parties vary the Agreement in a manner consistent with the terms and conditions set out in this Third Addendum.

1. **DEFINITIONS**

1.1. "Third Addendum" means this document.

1.2. All terms defined in the Agreement shall have the same meanings in this Third Addendum.

1.3. Unless otherwise specified, pricing in this addendum is inclusive of Value Added Tax.

2. **VARIATION**

2.1. The variation contained in this Third Addendum is in compliance with the Transformation Project and in utmost good faith by the Parties hereto.

2.2. This Third Addendum further reflects agreed variations to the Agreement arising from the review process stipulated in the Agreement.

3. **STATUS OF THIS ADDENDUM**

This Third Addendum is ancillary to the Agreement and shall, save as provided to the contrary herein, be subject to the terms and conditions of such Agreement. Should there be any conflict between the terms of this Third Addendum and the Agreement; the terms of this Third Addendum shall prevail.

K.L.

4. **EFFECTIVE DATE, DURATION AND TERMINATION**

4.1. This Third Addendum shall, notwithstanding the date of signature hereof, commence with effect from 1 January 2009.

4.2. The Agreement endures until 31 October 2015 ("Initial Period").

4.3. The Parties undertake, by no later than 30 April 2015, to meet in order to discuss the extension of the Agreement beyond the Initial Period. Each Party undertakes to table proposed revisions to the Agreement and to negotiate such extension in the utmost good faith.

4.4. Should the Parties not be able to agree on the revised terms and conditions for the extension of the Agreement beyond the Initial Period, the DHA may, in its sole discretion, extend the Initial Period by a further period of five (5) calendar years until 31 October 2018 ("Extension Period") by written notice to the Service Provider, which notice shall be given no less than six (6) calendar months prior to the expiry of the Initial Period.

4.5. Should the Agreement be extended by the DHA for the Extension Period and if the Parties are unable to agree on revised terms and conditions for the extension of the Agreement beyond the Initial Period, the Agreement shall continue on the same terms and conditions, save that the monthly charges payable by the DHA shall be reduced by the capital cost of the facility, currently one million eight hundred and four thousand six hundred and twenty Rand (R1 804 620) per month, with effect from 1 November 2015 and for the Extension Period.

4.6. Should:

4.6.1. the Parties not be able to agree on revised terms and conditions for the extension of the Agreement beyond the Initial Period; or

4.6.2. no notice be given by the DHA in terms of Clause 4.4; or

4.6.3. the Extension Period expire without any further extension,

the Agreement shall terminate in accordance with its terms.

5. **PRICING**

5.1. The Service Provider shall implement a reduction of the monthly amortisation costs of the facility in the amount of four hundred and twenty thousand Rand (R420 000) (VAT inclusive) per month, which shall be implemented on the commencement of this Third Addendum.

5.2. The savings referred to in clause 5.1 will be converted into a revised per person per day rate and the monthly invoice submitted by the Service Provider shall reflect the revised per person per day rate in future. The monthly fee shall in future be based on a daily tariff of R 99.41 per person per day, which includes the per person per day saving reflected in Clause 5.1, fixed at an average minimum count of two thousand five hundred (2 500) people per day in any given month: e.g. an average of 2,500 people per day multiplied by 30.42 days multiplied by the current set rate of R 99.41, irrespective if the average participation is lower than 2,500 persons per day.

5.3. The variable costs for food shall be applicable only when the number of illegal immigrants held at the detention facility exceeds two thousand five hundred, and shall be as follows:

5.3.1.	From 2 500 to 3 250	R13,77
5.3.2.	From 3 250 and above	R11,48

5.4. Should the average occupancy rates at the facility be below fifty percent (50%) of the two thousand five hundred (2 500) person threshold over any contiguous thirty six (36) month period, the DHA shall have the right to reduce the variable costs component of the monthly fees charged by the Service Provider only, currently 7% of the total monthly charges. Such reduction shall be equal to the amount by which that occupancy rates at the facility are below fifty percent (50%) of the two thousand five hundred (2 500) person threshold over that contiguous thirty six (36) month period.

5.5. Current pricing charged by the Service Provider after the deduction of the monthly amount referred to in clause 5.1 shall not be altered for a period of six (6) months from 1 April 2009 until 1 October 2009, with the next increase only taking effect on or after 1 October 2009.

5.6. The subsequent increase may take place on 1 April 2010. Thereafter the Service Provider may increase the pricing charged by it annually, on the first day of April of each subsequent year.

5.7. The fees charged by the Service Provider shall increase by an amount equal to the revised Consumer Price Index (P0141 - Metropolitan areas - All Items Base Year: 2008 = 100)

("CPI") released by Statistics South Africa in the month prior to the relevant adjustment, being September 2009, March 2010 and thereafter March of each subsequent year.

5.8. The CPI adjustments will be applicable only to the operating costs of the Facility and amortisation costs shall not be subject to such increase. This ratio is currently 75:25, with the CPI adjustments therefore being limited to 75% of current monthly costs. CPI shall therefore only apply to R74.56 of the current daily rate of R99.41.

6. **CONTRACT REVIEW**

6.1. The Agreement review period shall be amended to apply on a five yearly basis and no longer to apply on a three yearly basis.

6.2. It is specifically recorded that the Agreement review performed in 2008 was the last three yearly Agreement review and the next Agreement review shall take place by no later than 31 October 2013.

7. **ADDITIONAL OBLIGATIONS OF THE SERVICE PROVIDER**

The Service Provider undertakes, at its own cost, and by no later than:

7.1. the date of signature of this Third Addendum, to provide essential medical services at the facility. These essential medical services shall be provided in terms of the Health Care Act and in respect of primary healthcare only, however transport and security to and from any secondary or tertiary medical care facility/ies shall also be provided at no additional cost to the DHA;

7.2. sixty (60) days of the date of signature of this Third Addendum, to provide a system for the registration and administration of illegal immigrants and their personal belongings. The current system used by the Service Provider shall be altered to allow DHA Representatives "read-only" access to such system;

7.3. one hundred and twenty (120) days of the date of signature of this Third Addendum, or such longer period as may be agreed by the Parties in writing, to upgrade the facilities as may be stipulated by DHA and to the DHA's specifications. The DHA's specifications shall be agreed with the Service Provider and DHA shall sign off a Project Definition Report, prior to the commencement of such upgrade. Such upgrade shall be subject to a maximum cost of five million Rand (R5 000 000), with only price escalations or exchange rate increases on the agreed upgrade which occur after the commencement thereof, to be borne by the DHA. The

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DHA shall use this facility upgrade as an opportunity to rebrand the facility with the DHA's branding;

7.4. the date of signature of this Third Addendum, to maintain the facility to a sufficiently high standard to ensure that the building, fixtures and fittings remain in full working condition for the duration of the Agreement, including the Extension Period if the option to extend the term of the Agreement is exercised by the DHA. The DHA may request the Service Provider to attend to any reasonably necessary maintenance by written notice and the Service Provider shall perform such maintenance in accordance with the Agreement;

7.5. sixty (60) days of the date of signature of this Third Addendum, to provide the DHA with remote access to the surveillance systems at the facility on a basis no less comprehensive than the remote access available to the Service Provider and at no cost to the DHA, save for the cost of electronic communications connections and data transfer fees which shall be procured and paid for by the DHA.

8. **OPTION AND RIGHT OF FIRST REFUSAL**

8.1. The Service Provider grants the DHA an option during the currency of the Agreement, including the Extension Period if the option to extend the term of the Agreement is exercised by the DHA, to purchase the facility at a price determined by a Registered Independent Valuer.

8.2. Such option shall be exercised by the DHA giving the Service Provider notice of the exercise of its option and calling on the Service Provider to meet in order to agree the identity of the Registered Independent Valuer to perform the valuation.

8.3. Should the Parties be unable to agree on the identity of the Independent Valuer then such Valuer shall be appointed, at the request of either party, by the General Secretary for the time being of the South African Institute of Valuers who may appoint one of the members of the Institute.

8.4. Once the valuation has been provided, the parties shall attempt to conclude all other issues relating to the exercise of the option within sixty (60) days of such valuation having been provided and if they are unable to do so, either party may refer any outstanding issues for resolution in terms of the Agreement.

8.5. In addition to the option granted in clause 8.1, the Service Provider grants the DHA a right of first refusal to purchase the facility and undertakes that during the currency of the Agreement, including the Extension Period if the option to extend the term of the Agreement is exercised by the DHA, it shall not sell the facility to any third party without first offering the

DHA the opportunity to purchase the facility. The price for the facility being the lower of the price offered to the Service Provider by a third party (if any) and which the Service provider wishes to accept and the price determined in accordance with clause 8.1. Such right of first refusal shall:

8.5.1. be in writing;

8.5.2. disclose all relevant information and applicable terms and conditions of the offer received by it (if any); and

8.5.3. be open for acceptance by the DHA for a period of not less than thirty (30) days or such longer period as the parties may agree.

8.6. The Service Provider shall be prohibited during the currency of the Agreement, including the Extension Period if the option to extend the term of the Agreement is exercised by the DHA from selling the facility to any third party on terms and conditions and at a price more favourable than that notified to the DHA in accordance with Clause 8.5.

8.7. Should the DHA not exercise its right of first refusal in Clause 8.5, the Service Provider may sell the facility to a third party, however the Service Provider may not cede its rights or assign its obligations or otherwise transfer any such rights or obligations to the third party purchasing the facility or any other third party other than in accordance with the Agreement and provided further that the Service Provider provide appropriate financial or other guarantees to the satisfaction of the DHA so as to ensure that there is no reduction in the service levels at which the Services are provided.

THUS DONE AND SIGNED BY THE PARTIES AT ..... ON THIS ..... DAY OF 2009

MAVUSO MSIMANG **DIRECTOR-GENERAL: HOME AFFAIRS**	**ANGELO AGRIZZI** **CHIEF OPERATING OFFICER** **LEADING PROSPECT TRADING (PTY) LTD**
AS WITNESSES:	**AS WITNESSES:**
1. _____	1. _____
2. _____	2. _____

Lindela - Calculation of Revised Rates Afeter Savin

New Rate Calculation

Current Monthly Charge	7,980,000.00
Less: Savings	420,000.00
	7,560,000.00
Revised Daily Rate	R 99.41
Current Daily Rate	R 105.00
Savings Per Day	R 5.59
	5.33%

Split for Future Charges

Amortisation	25%	R 24.85	
Variable Costs	75%	R 74.56	CPIX Only Applicable on This Amount in Future
		R 99.41	

Excess Charges Over 2 500

		Increase CPIX	Less Savings	Revised Rate
2 501 to 3 250	R 13.21	1.83	0.78	R 13.77
3 251 to 4 000	R 11.01	1.11	0.65	R 11.48

KWR141

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AKHILE

8 October 2009

The Chief Operations Officer
Kgwerano Phakisa Fleet Management Solutions
Mogale Business Park
1 Windsor Road
Mogale City
1739

Attention: Angelo Agrizzi

Dear Angelo,

PROPOSAL FOR ADVISORY SERVICES – FLEET MANAGEMENT SOLUTIONS

1. BACKGROUND

I refer to our discussions and submit for your attention details of our proposal to provide advisory/consultancy services to the Kgwerano Phakisa in relation to several fleet management contracts. We understand that Phakisa has won several tenders, some of which are in progress, and that business advisory services are required to ensure that the terms and conditions of these contracts are met to the satisfaction of the respective Clients.

In this regard our understanding is that the initial and immediate focus will be the Eastern Cape Provincial Government tender.

It was also emphasized that key to the above was the formation of a solid platform and benchmark for the tendering and targeting of other similar opportunities in future. In this regard, a close working relationship will be required between Akhile and Phakisa to ensure that this objective is met.

2. SCOPE OF WORK AND BASIS OF ENGAGEMENT

To ensure that the above objectives are met, the following will form the terms and basis of engagement: -

a. Aneel Radhakrishna will be dedicated to Phakisa for this assignment. Aneel Radhakrishna has several years fleet management experience and will be best suited for this assignment;
b. Aneel Radhakrishna will dedicate his time and effort to the assignment, and will be remunerated on a time and expense basis, and at an agreed rate to be determined by the Phakisa and Akhile;
c. Aneel Radhakrishna will be paid on a retainer at a minimum of 10 days per month;
d. Any excess of 10 days shall be prorated and paid based on the daily rate agreed to above.

AKHILE

e. In addition to the above, our resources may be personally paid a success fee for any opportunity passed onto Phakisa going forward;
f. A bonus scheme between Phakisa and Akhile shall be agreed to within 30 days of acceptance hereof;
g. Akhile will provide additional resources, if required, and such resource shall be dedicated to this assignment for the duration/s and rate/s as agreed to; and
h. This arrangement shall endure from October 2009 until December 2014.

3. OUR RESOURCES

Akhile will ensure that Aneel Radhakrishna is dedicated to this assignment on signing of this agreement.

Additional resource/s shall be subject to acceptance by Phakisa prior to appointment and will be based on the required structure to provide the necessary services required.

4. OUR FEES

Our fees will be as follows: -

Aneel Radhakrishna	R18 000 per day plus expenses.
Other Resources	To be negotiated, once need and scope defined and added as an addendum hereto.

Please note that the above fees exclude VAT and shall be revised annually subject to mutual agreement between Phakisa and Akhile. Our fees are payable 30 days from date on invoice.

5. REPORTING ARRANGEMENTS

Aneel Radhakrishna will report to the Chief Operations Officer for this and other similar assignments. Monthly feedback meetings will be held on the respective activities for the month.

6. CONCLUSION

We hope that the above meets your approval and look forward to a long and successful relationship with Phakisa. Should you require any further information, please do not hesitate to contact Aneel Radhakrishna in this regard.

Yours faithfully,

Aneel Radhakrishna
Chief Executive Officer

Angelo Agrizzi **Thursday, March 8, 2018 at 12:18:15 PM South Africa Standard Time**

Subject: Points that I needed to clarify for yourself on a personal level - African Global Brian Biebuyck

KWR144

Date: Wednesday, 07 March 2018 at 10:23:06 South Africa Standard Time

From: Angelo Agrizzi <angelo@angeloagrizzi.com>

To: Nellis Wolmarans C.A.(S.A.) <nellis@dah.co.za>, Philip du Toit <philip@dah.co.za>, Peet Venter <peet@dah.co.za>

Attachments: image001.png

Nellis, Philip, Peet

Good Evening,

PLEASE NOTE HAVING TAKEN INTO CONSIDERATION THE FACT THAT FACES AFRICAN GLOBAL AND THE WHISTLEBLOWERS, THIS IS MERELY TO CLARIFY MY PERSONAL POSITION WITH YOURSELF, AND MUST NOT BE CONSTRUED IN ANY WAY TO INFLUENCE OR COMPROMISE YOUR DEALINGS WITH GAVIN WATSON AND AFRICAN GLOBAL OIR ITS DIRECTORATE, THE CONTENTS WILL NOT GO INTO THE WRONG DOINGS THAT ARE ALLEDGED, BUT MERELY SERVE TO ALLOW ME AN OPPORTUNITY TO CLARIFY AND GIVE MY SIDE, THE FACTS AS THEY ARE AND ONLY PERTAIN TO MY CREDIBILITY AND INTEGRITY WHICH I KNOW HAVE BEEN DENIGRATED BY GAVIN WATSON AND CERTAIN DIRECTORATE AND EMPLOYEES.

I must stress that the information contained does not in anyway compromise the agreements in place, and is common knowledge to everyone who has been part of the Bosasa Group and associated groups.

THE CONTENT HEREOF IS SPECIFICALLY PERSONAL TO YOURSELF "WITHOUT PREDUJICE" AND SHOULD IN BOTH PARTIES INTEREST OF PROFFESIONALISM BE KEPT CONFIDENTIAL

Perhaps this is an opportune moment to clarify a couple of issues, as I believe from credible sources including various Directorate, affidavits and statement presented to me this evening at a supper that you have been told certain mistruths about my departure from the erstwhile African Global, that specifically Gavin Watson has been intent and continues to level serious accusations against my persona and whilst I must say that these have no material impact on myself, my family or my business associates, it is upsetting that a person you worked with diligently would resort to this type of underhandedness. What this does is offer you the opportunity to get a clearer understanding of my integrity, and hopefully you get a clearer understanding of my character.

Where it all started;

1. I commenced with the Dyambu Group some 18 years ago, having identified the group as a potential opportunity for empowerment and the growth I envisaged contributing to the country and the industry I am passionate about. At that stage the Company had approximately 420 employees, and a few smaller contracts, Lindela, Blyvooruitsicht mine and the Mogale Youth Centre.
2. I came from having been part of a listing of the Molope Group, under the leadership of Cyril Ramaphosa and Sam Molope and Richard Grantham (who you can gladly contact) having left them on good terms with shares I then en-cashed to the value of R4,7 Million Rand. In order not to have a conflict of interest my wife Debbie (who worked as my PA) also resigned as my children were just of school-going age, and she also had to take care of her ageing parents. This would avert any conflict of interest as well.
3. The initial 18 months I focused on two things – Marketing, Systems and Standards development, and we had phenomenal growth, in fact we secured the complete Goldfields contract as a direct result of my previous associations with the mine management Wimpie Greef and Ronnie Lousteau (my previous employer whilst I was at GENCOR), who incidentally at 70+ still works for me today at

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Crearis.

4. We then managed to secure various other contracts, Randfontein Estates, South African Post Office, ACSA, Hartebeesfontein Gold Mine, SASOL SA, as well as numerous other contracts nationally. More importantly we had transformed this quazi political entity into a formidable group known as Bosasa, an icon in the industry.

N2 5. What is important to note is during this period I also assumed the role of Human Resources and that of Procurement whilst doing the normal Marketing and Strategic development, and for the ensuing two years we took specific interest in developing a brand with systems to match, not necessarily the most advanced but good solid accounting principles, and the company was always cash flush, and focused on customer satisfaction.

6. During 2004, unbeknown to me Danny Mansell and Gavin Watson had worked with various people on the contract known as the Department of Corrections, at that stage I was not aware of any

N3 untoward practices. I solely (with the little help from Ishmael Dikane) commenced the operations successfully ensuring at the same time that the group of companies had a consistent return of between 17% and 22%, this continued throughout where I would negotiate the best possible deals from the Company.

7. I was then tasked to commence what is now known as Sondolo It, and Phezulu that implemented R1,2 Billion rands contracts with phenomenal returns of 35%

8. During the initial years, we secured further contracts, and because of the bullish balance sheets and a retained income of in excess of R320 Million Rands, we obviously became the target of many a budding entrepreneur, who would require large sums of funding. One such venture was the controversial Sea Ark Kouga project, a project I vehemently opposed, however I respected Gavin's decision and until late 2008 when I personally refused to compromise on the matter and insisted on its closure, this being after both Andries Van Tonder and myself (in the absence of anyone else including Gavin Watson) had to take out mortgages on our personal homes to be able to make salary payments as we simply had exported all the money to the Sea Ark scamsters David K Wills on Gavin's instruction.

9. During this period we also saw the acquisition of various companies in sectors that were not related to what we were competent at. Examples of these were PermaPipe, Enterprise Support, F&R Phakisa, Phavisworld, Cutting Edge Technologies etc., Companies that we owned 80% of but in effect didn't run, and that leached profits and equity on a large scale, probably a further R120 Million. It got to a point where I personally stopped the process of funding them and disposed of them. Both Carlos Bonifacio, Brian Biebuyck, Andries Van Tonder and Gavin Watson will attest to the fact that I personally transferred the cash from certain of these entities (R23 Million) against their will to Bosasa, and eventually was responsible to dispose of them. In all these instances these companies were never valued (despite my constant advice) when purchased by Gavin Watson.

10. Knowing that Gavin's entrepreneurship couldn't be bridled and was in my opinion somewhat risky, I consulted with the banks together with Andries Van Tonder and Carlos Bonifacio pleading with them to put a clause in our facility limiting any acquisitions on any new ventures to R5 Million requiring pre-approval with due diligences as a condition, to try and subtly avoid letting Gavin fall prey to bad business practices. One specific instance was a one man show CC called BuildAll which was procured for R15 Million rands, for two old pick up vehicles, a few spades, wheelbarrows and a bit of goodwill, no forecasted income and definitely not a viable concern. The due diligence proved that even with forecasted business the value was no more than R720,000 (records are available), I then insisted on and embarked on successfully recovering R3 Million Rand reducing the cost to R12 Million (Albeit still a complete loss, as it closed down 12 months later).

11. Bosasa was then approached by a gentleman called Russel Leigh, who managed a grouping called "Dealstream", this was on recommendation of Gavin Watson and his family, a dire situation that both Andries Van Tonder and myself were vehemently opposed to as we couldn't understand the business offering, despite our attempts to reason with Gavin and his family (Valance) we were forced to make payments to them, obviously we incurred a further loss of R45 Million Rand, a PONZI scheme that Gavin Watson had fallen prey to. None the less we ensured that the integrity of

the group was maintained albeit we were castigated by the banks for being reckless. Brian Biebuyck will be able to provide insight as in desperation as always we reverted to his counsel.

The aforementioned are just a brief synopsis of my dealings at the time, not necessarily the best "Stanford Case study" but a solid attempt having been part of a team that eventually built up a company that had good profits, no debt, and that showed a constant return and growth.

Nellis, the reality is the following regarding my departure;

N4 1. I resigned officially in August 2016 to take up a position as the CEO with the Compass Group, for Africa and the UAE, a position I had not applied for but was asked to take on by Andre Du Chenne the outgoing Chairman (whom I previously worked for at KKS), and I took up office, to ensure a clean break from Bosasa.

N5 2. I was inundated with messages and calls from Gavin Watson , and eventually Cheeky Watson was sent as an emissary by Gavin with Brian Biebuyck tying up the contractual side of the contract to make an offer to retain me, and to ensure I retake control of the Bosasa Group of Companies. In fact a meeting was then convened with Gavin Watson at the Michelangelo where he pleaded with me to return for a large sum of money to be paid directly and various other perks, including an astronomical salary and benefits.

3. It was also agreed as per my contract, signed by all the relevant parties that I would be employed for a period no less than 10 years, with an substantial annual retention fee, not performance related at all this was done secretively with Brian Biebuyck, Peet Venter and Cheeky Watson underpinned by suretyships and by related companies.

4. Gavin on his own account ensured that share incentives were also put on offer, where shares would be given at no cost in two entities. This matter was in accordance to our agreement to be kept confidential from Directors, and the details can be obtained from the interested parties. I have recorded incidents that Gavin Watson has disclosed what was supposed to be a "secret deal", and as a result of my personal conviction will not divulge the details thereof. You are however free to get the details from P Venter, B Biebuyck and G Watson who will have a copy thereof.

5. The Watson family attended my son's wedding late November 2016, and soon thereafter I then enquired about my shareholding which had not been forthcoming, the opinion of the Watson's children I am told was they felt he paid far too much for my business acumen.

6. I went on leave on the 15th December after we had ensured that we had paid all staff salaries and the first ever annual bonus to all the employees and a still healthy bank balance remained.

N4 7. At that stage we were in the process of negotiating the DCS contract, and had in my opinion secured a lucrative deal, this was confirmed by the Head of Finance, albeit we were advised that three management areas not allocated to us was unfair and needed a legal review.

8. On the 26th December I checked myself into the Life Fourways hospital as I hadn't been feeling well, and had postponed doing anything about because of my workload and commitment.

9. For business continuity I against the Physicians and my families orders I also called a meeting with the Bosasa Directorate in the hospital to notify them of the prognosis, and gave various instructions on what to do in terms of the DCS negotiations, in the interest of the business and its people. This is even though the medical opinion was that I might not survive the procedure that had to be done.

10. Having realized the severity of the health issue being a tumor on the heart I agreed to be operated on, and was resuscitated after having died in theatre a few times due to the intensity of the operation, I was unconscious for five days, on dialysis and ventilator, at that stage my family had been told that I would not make it as I had severe renal failure, a collapsed lung and my organs had started to shut down. By the grace of The Lord, I was brought out of a coma, and was incubated for recovery.

11. The facts are as follows, whilst I was in a coma, a call was made to Philip Putzinger, who will attest to it that Gavin Watson personally wanted to claim on my "Key Man" insurance in the event of

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death or disability, taken out on behalf of myself, this was to ensure a quick payout no doubt whilst the family was in distress. This was never agreed, in fact it was always agreed that the proceeds of any "Key Man" insurance would only be paid to the family, otherwise I would never have agreed to it. Gavin denied the fact consistently until we had a meeting in July 2017 where I presented the facts and he had to admit that that he did try do it. Until then I did not believe my wife and physician that Gavin Watson was actually be capable of doing that, but it now also explained why he refused to meet with me, in contravention of the contract. Only once I had spoken to Andries van Tonder and a personal discussion with Philip Putzinger the Ambiton broker was this revealed and confirmed.

12. Late December 2016 and during January 2017 on Gavin Watsons agreement we proceeded to take legal action against the Department of Corrections, via Brian Biebuyck, Gavin and the Directors visited my home where I was still working on the legal brief with Brian Biebuyck whilst on oxygen and attended to at home by a nurse and physician – merely because I had the Companies interest at heart. The fact is that Gavin Watson retracted on the advice from both attorney and senior counsel, and opted for that of his directorate contingent to withdraw what was a watertight case. Against my will discounted the contract by a further R15 Million per month "to keep the client happy" which was not necessary as they had accepted our pricing already, and advised Gavin Watson strongly against doing it. To rectify the matter, and protect the profitability I offered to assist in recovering the R15 Million via a treasury review process, Gavin refused my assistance, Brian Biebuyck is aware of the fact that the offer was rejected by Gavin Watson. It is specifically that decision as well as others that has impacted the financial viability of the contract, and hence when the three gentleman approached me, I thought the most efficient and effective way to contain disgruntled employees was to manage an entity that could make them a decent living, whilst averting losses incurred for the group of companies as a result of the fact that they had dismissed all the skills required to make it a success.
13. I returned to South Africa after a month's holiday and after having stayed for two weeks at specialist center in Miami, Florida for specialized treatment. I had lost 20kg's regained my full health and was declared fit for work and ready – The physicians were astounded at my recovery, this was attested to by a thorough medical examination MRI and CT Scans as well as confirmatory letters prepared by no less than four specialists in South Africa.
14. I was then surprisingly told by Brian Biebuyck that Gavin wanted to buy out my contract, I was not to return to office and that he was prepared to make lump sum payments and keep me on the payroll for a period of time (the contents of which I personally cannot divulge, but was coordinated by Peet Venter of Consilium, Brian Biebuyck and Gavin Watson) once more I have affidavits in my possession that contrary to the agreement Gavin Watson hasn't kept the details at all confidential, however as testimony to my agreement with them, I will not contravene this. Albeit I have mentioned this on numerous occasions to Brian Biebuyck, it is clear that Gavin Watson doesn't understand he is in breach by constantly attacking my credibility and divulging contents of our agreement.
15. At no stage was any reason whatsoever given, other that I was a liability and could have put the DCS contract into jeopardy, due to the rightful legal challenge made albeit it was on the instruction of Gavin Watson and factually based. Note that numerous other companies challenge the Departments on a legal basis, the PFMA doesn't allow for discrimination or predujice on these matters and to-date no company has lost a contract due to the fact that legal challenges are put forward. Bosasa was never at risk of losing the contract as it had been awarded the contract via a bona fide process.
16. I was well aware of the fact that the "new" proposed exit agreement discounted what my future earnings were on the initial agreement, but I came to terms with the fact that I actually didn't want to be in an environment where my health, religious conviction and family would continually be compromised, so I acceded to the negotiations albeit in fact the result would be in excess of 300% less than what I had initially had contracted.
17. I must emphasize the initial contract was in fact watertight, and if I wanted to I could have insisted

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on more, I however felt that if Gavin Watson did not see worth in me, I was not about to prove anything, the growth and success of the last 18 years would be testimony enough. As an Auditor It would be an interesting comparison to look at actual trading results 2013/2014 & 2015/2016 and the current results, obviously less the scientific inputs on questionable resources and valuations. No amount of BI can substitute good old accounting, income vs expenses vs cash in the bank.

18. I then commenced with various startups, to include people (all of whom have shareholding) that had been victim to targeted retrenchments because of their proximity to myself, and started the following entities that have proven to within six months be self-sustaining based on good corporate governance and strong ethics, these you can peruse at your leisure;

    a. www.crearisinc.com – a unique bespoke solutions branding company
    b. www.angeloagrizzi.com – a consulting firm with clients both local and international
    c. www.semeg.co.za – a company that manufactures and supplies transformers and electro solutions to mines etc. internationally
    d. www.hamptonsrealty.co.za – a bespoke estate agency – branches Sandton, East Rand, Roodepoort Horizon View and Steyn City
    e. www.propertymatcher.co.za – similar to Property 24, and currently a competitor with them and geared ready for a buy out

    The aforementioned are all self- funded, with no encumbered assets, and currently employ 25, mostly the retrenched people, I specifically veered away from anything to do with the Bosasa Group merely because I wanted to maintain integrity. Brian Biebuyck is also aware that albeit I have been offered a lucrative position with other competitive larger groups I have opted to remain out of the sectors occupied by the Watsons.

19. During the latter part of November 2017, I was requested by Brian Biebuyck to intervene and contact the three gentleman – Andries Van Tonder, Frans Vorster and Leon Van Tonder who opted with the primary intent the to clear their names in the public arena. I stopped them from going about the process in a haphazard matter that if not handled correctly could adversely affect both the Group and the employees, people who I hold dear to my heart as they served me faithfully for 18 years under my leadership. I must however re-iterate as I did with Brian Biebuyck I will not idly sit back and watch people be hurt and mistreated, a principle my family has always stood for.

Nellis, in short a lot said, the main reason I have given you an overview is to explain the facts, who I am and what I have always stood for, a summation of my role in the Bosasa Group. I don't owe you any explanation but feel strongly that if someone, especially Gavin Watson or any person at Bosasa should place doubt on my integrity or good standing and insinuate I am a petty thief or criminal extortionist I have a fundamental objection with the manner in which they do it, "behind my back and conservative with the truth". to blatantly suit the blame on someone other than themselves.

Should the facts as set out are questioned I will gladly avail myself to in the presence of all the directorate, Brian Biebuyck and Gavin Watson defend the truth and my integrity.

On numerous occasions I have opted to remain silent when accusations are levelled at both me and my family, however I would like to assure you that the facts remain as follows;

A. During my tenure at Bosasa my performance, integrity was never questioned, nor was I ever accused of making incorrect decisions that could in any way harm any person, the Company or the Watsons.
B. Louis Passano and his wife have made allegations pertaining to funds siphoned off the Company, I can assure you this is not true, Gavin Watson instructed every single transaction and this can be accounted for, I can also attest to the loyalty, commitment and honesty of Andries Van Tonder and various other employees. In fact the erstwhile Dr Jurgen Smith, said that after working with us for

18 years he knew that our hearts were for the business and the people. I must just add Louis Passano after having left the company in 2007 (estimate) was re-employed by myself, after having
N6 put what he had done aside I visited him personally at hospital after he had an accident, re-employed him against the advice of Carlos Bonifacio, Gavin Watson and the complete board of Directors, and mentored and coached him, even loaned him money to purchase an engagement ring for his wife. Despite the fact that I coached and counselled Mr. Passano, through his sequestration and court case where he received a suspended sentence, he see it fit to conjure up innuendoes with Gavin Watson that I have unduly benefitted from the Company.

C. I have been accused of taking bribes and backhanders for a coffee machine installed at the boardroom, for furniture as well as from a clothing supplier, to date no facts have been presented to me, besides I didn't order a coffee machine and the furniture was from a supplier my wife dealt with, the total costs of which was R1,7 Million, surely I wouldn't risk my untainted reputation for even a 30% backhander?

D. I don't want to see the demise of the Bosasa Group – in fact if Bosasa does not succeed, it affects certain of my payments due to me for a few years to come, hence I have always offered my support in resolving issues, such as media leaks etc., Brian Biebuyck will attest to this.

E. I run a successful and God Fearing household, one that is respected and revered, and one that has been blessed, my wife has had numerous successful entities and our lifestyle is modest at best. Every year I am duly audited by SARS as a result of my affiliation to Bosasa, I have never been found wanting. In the Watsons opinion, albeit they knew I had Ferrari's for a while and was integrally
N7 involved with the Ferrari group they are now obsessed with the fact that I now own four Ferrari's, and have on order the latest 812 Superfast, this is as a result of the blessings on our family and wise investments in various platforms, Brian Biebuyck is well aware of all these things. My passion has always been for Ferrari and is used for sponsored track days for driving instruction and training as well to attend to children that aspire to have a drive in one this is made a reality for them by people such as myself, from the Choc Foundation, Reach for a Dream to Sunflower Fund as well as having received personal accolades from Discovery Chief Executive Officer for my work with the "Last Tour" for Jewish children from all over the world. Believe me Gavin Watson was well aware of how I acquired my vehicles, in fact he has driven with me as has members of his family, Gavin has even attended the Ferrari tours in Italy with me, as well as being an honoree VVIP guest in Abu Dhabi at the very exclusive Ferrari Lounge during the Grand Prix, and had supper with the President of Southern Equitorial Ferrari Association – so to now claim that my fortune was ill gotten begs of being very conservative with the truth.

F. I have a phenomenal pool of friends – Gavin and Brian are aware of, from the Ferrari club who are
N8 mostly captains of industry, to directors, CEO's and even personalities such as Derek Watts, Jo-Anne Josephs, the controversial Adriaan Basson, Dr Denise Bjorkman and the list goes on. It is clear that the fact that I have a few Ferrari's is a major bone of contention, ever since I've left Bosasa, I cannot fathom why.

G. Gavin Watson and Papa Leshabane have even taken the matter to a level unheard of, and
N9 insinuated and stated that my son Giancarlo was a drug addict and dealt drugs at the Youth Centers, Giancarlo at the stage was completing his Masters in Politics and Economics, was the youngest ever Secretary of the ANC Caucus in Gauteng, often presenting the ANC on live national

TV, and has now pursuant to completing his Masters Magna Cum consults to HSBC on an international level, whilst attending to a business of his own, consulting on mine and has already started his thesis for his Doctorate at Wits University, a far cry from a drug addict as purported by Watson and Leshabane, in fact Giancarlo has been approached to head up an International desk which he is contemplating.

H. If at any stage since my initial resignation, after Gavin begged me to return and manage the company there was any truth in the allegations levelled, why is it that the Company never instituted disciplinary hearings, or even opened up a case of fraud or theft?, simply put there was none.

I. If there was any doubt as to my integrity, why is it that I have availed myself to Mr. Watson via Mr. Biebuyck on a few occasions to undergo lifestyle audits etc., and nothing has been forthcoming for the past eighteen months since Mr. Watson, Passano and the kids have made the misrepresentations?

J. I have been accused of drafting news articles, legal arguments on behalf of Solidarity and AfriForum (a fact denied in writing by the General Secretary of Afriforum / Solidarity) as well as setting up Dudu Myeni, Nomvula Mokonyane as part of a political ploy, offering shares via my brother in SEMEG to Richmond Mti, to even arranging to key Mr. Watsons BMW. I have supposedly also been involved with numerous scams, making inappropriate calls to people threatening them of which I have to date not received any proof pursuant to me requesting the same. I have however provided proof of "death threats" made on myself and my family, bogus callers purporting to be investigators and have recorded and forwarded all these recordings as proof. These recordings I can gladly forward you if need be.

Nellis, once more I reiterate you are welcome to make your own conclusions, and perhaps it is time to allow you to have a more balanced view on my integrity and standing whilst I was at Bosasa , and whilst this might not give you comfort on the current predicament, be assured of my best intentions to remedy and salvage what otherwise could have been extremely counterproductive and destructive.

I would gladly avail myself within the conscript of good governance and without contravening any stipulations of my agreement with Brian Biebuyck, Gavin Watson or the Bosasa Group to attend to questions relating to the accusations made about my conduct. I have no doubt the same mistruths and attack on my character will be undertaken with the banking fraternity, which I will endeavor to address accordingly.

You will understand I have given my word to Brian Biebuyck to avert discussions with yourselves pertaining to the Van Tonders' and Vorster versus African Global matter, and I will not transgress it at this stage. Brian Biebuyck is also aware of the un-warranted attack I have endured and has on numerous occasions requested in merely be the "better person" and let it be.

I trust this clears up some of the mis representations that have been communicated to you, and have duly copied both Gavin Watsons legal counsel as well as mine into this letter.

Kind Regards

Angelo Agrizzi
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ORGANISATIONAL HIERACHY OF CREARIS FROM COMPANY WEBSITE

crearis INC

Our Leadership

The Directors:

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Angelo Agrizzi

Angelo has navigated diverse and complex sectors of businesses for 35 years, ensuring that he leaves an indelible mark of success wherever he has been.

Having pioneered Full Facilities Management in the early 1980's in the mining industry with the likes of Gencor and Anglo, Angelo was instrumental in redefining the "High-Density Accommodation" sector With a business aptitude for strategic turnarounds in various industries, Angelo has developed numerous models and tools that facilitate both effective and seamless transitions. Public Private Partnerships embarked amounted to more than R5,6 Billion in Southern Africa and Mozambique.

Angelo's most recent accomplishments can be noted in the performance of the Bosasa Group, now known as African Global, that he developed from a greenfield operational unit employing only 322 people to a multi-national group with 6,515 employees. Angelo believes entrepreneurship in the 21st Century has become more complex than ever before, but this doesn't stop him, as he believes it is only the right people you need.

Nozuko Mani

Nozuko is a Professional Natural Scientist with 14 years of experience gained through various industries (Consulting, Exploration and Mining) in the field of Geospatial Technology, Information Management and Stakeholder Engagement & Management. Her professional interest lies on issues of technology, sustainable development, mineral research and policies that govern the markets.

She has worked on various projects (Education, Health, Urban Planning, Transport, Telecommunication and Research) in the use of GIS and Remote Sensing. She was also quite involved in exploration projects in Namibia, Central African Republic and South Africa where she has applied the use of GIS and demonstrated its capabilities in helping organisations make sound and informed decisions. Nozuko is also a shareholder in Crearis Inc., where she allows her passion to work in a number of different industries, to have greater influence and make positive contributions in key management decisions.

Tsepo Motlatsi

Tsepo Motlatsi received a MBA from the University of Bedfordshire in the United Kingdom, MSc in Technology Management, BSc Honours in Industrial Technology and Management, B Tech in Project Management, as well as a National Diploma in Electrical Engineering and is registered as a Pr.TechniEng with the Engineering Council of South Africa. He has 14 years of mining industry experience gained through various engineering and managerial roles within the De Beers Consolidated Mines, AngloGold Ashanti and Anglo American Platinum. He started his career with Harmony Gold Mine in 2000 and moved to De Beers Consolidated Mines in 2005, culminating in his appointment as Engineer and Manager in various De Beers mining operations.

He is a Director of various companies, serves as a Non-Executive Director of the Board, a Chairman of the Social and Ethics Committee of The Employment Bureau of Africa (TEBA) Limited. He also serves as a Trustee on the TEBA Property Trust. Tsepo also serves as a Trustee on the TEBA Property Trust and is a shareholder in Crearis Inc.

Thabo Sekhokoane

Thabo Sekhokoane started his entrepreneurship journey in 2013 as CEO and Director of *Palcay Trading and Construction*. He has since made a name for himself in the business sector by taking on consulting roles in various companies including *Encospot* and *Mohlophing Consulting*. Thabo currently specialises in business development and holds management positions at several civil & construction, consulting, energy and mining companies. He prides himself in being decisive and strategic when it comes to business – traits that should ensure longevity in the business world. As a shareholder in Crearis Inc., Thabo has also taken a vested interest in local communities and developed sustainable CSI projects.

The Management Team:

Jason Stoltz

Jason is a talented, committed and creative individual whose repertoire of achievements over 22 years, including an MBA from the Henley Business School, has landed him in strategic roles including Managing director; Group head: strategic process development; Group head: strategic marketing, Branding and media; National marketing manager and Strategic advisor. He also holds a N:DIP in Strategic Marketing and a PG: DIP in Digital Marketing from DMI in Ireland. Jason's industry experience is grounded in, but certainly not limited to fast-moving consumer goods (FMCG), hospitality, integrated facilities management and ICT-related industries within multiple business sectors.

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Julius Botha

Julius is a driven, focused, multi-talented, multi-skilled individual with an eye for detail and an understanding of markets with the ability to strategically manage and implement. He has an Honours Degree in Brand Management and gained experience in a global communications agency, leading consumer electronics brands as well as managing all aspects of marketing for a JSE listed organisation. Julius defines his life journey as that of the IDEA INCUBATOR, which started early on in his career. He has always been drawn to the successes of innovators, entrepreneurs, mentors, leaders and successful businessmen and business women.

Megan Kronberger

Equipped with an Honours degree in Marketing from the University of Johannesburg, a Diploma in Packaging Technology (IPSA) as well as an International Diploma in Digital Marketing from DMI in Ireland. Megan has represented a number of different industries including airlines, packaging, coatings, FMCG and full facilities, and considers herself innovative with a strategic approach and outcome. She always has her eye on the bigger picture or as she likes to ask, what is the purpose? As everything you do will need to be aligned to this otherwise you are wasting your time and money. Her attitude is, don't think the same because then you will remain the same.

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Ronnie Lousteau

Ronnie Lousteau is a registered Charted Human Resources Practitioner. He has over 40 years' experience in all aspects of Human Capital management. He has held positions as senior Human resources manager at Goldfields limited as well as Vice President with Uranium One a Canadian registered mining company. In particular has extensive experience in organisational effectiveness

Arthur Hand

With more than 30 years of experience in the Industrial Catering sector in and around SA and Africa, Arthur is sure to know what is cooking. After finishing school and completing his national service he worked in various African countries such as DRC, Mozambique, Swaziland, Namibia and South Africa in operations ranging from health care, mining, industrial, corporate sector, prison feeding, contractor camp catering and full facilities. Under Arthur's direct portfolio, they prepared over 220 000 plates of food daily, as well as manage the full facilities for over 50 000 people in high density accommodation units.

TRANSCRIPTION OF RACIST RECORDING OF AGRIZZI

TRANSCRIPTION OF A RECORDING MADE AT 97 HELDERFONTEIN ESTATE, 1 BROADACRES DRIVE, ON 24 AUGUST 2018

I, Jared Watson, do hereby certify that I was a participant in the recorded conversation, and that I personally made the audio recording.

Furthermore, I subsequently transcribed the recording, and do hereby certify that as far as it is audible, the below transcription is true and correct.

The transcription is a full and complete transcription of the entire original recording of the conversation of 23 minutes and 13 seconds.

The recording started at 23:31PM and stopped at 23:54PM on 24 August 2018.

The original recording was not edited in any way.

PARTICIPANTS IN CONVERSATION:

1. **MAN 1 - ANGELO AGRIZZI**
2. **MAN 2 - JARED WATSON**
3. **MAN 3 - ROTH WATSON**
4. **LADY - LINDSAY WASON**

JARED WATSON

TRANSCRIPTION OF RECORDING:

Recording starts at 23:31PM on 24 August 2018

Man 1:	Because what do people do, what do they talk? I, you know what, I look it back, and I look and I laugh sometimes and I piss myself laughing... (Inaubible)
Radio:	There is a posting on Youtube now
Man 2:	I don't think I've ever seen this guy.
Man 1:	Hey?
Man 2:	I don't think I've ever seen this guy before
Lady:	Who's this?
Man 1:	Listen! He's brilliant.
Man 2:	This Manny.
Lady;	Oh, I've seen it.
Man 1:	Watch. Listen to this. It's so true.
Radio:	And in that ah, posting on Youtube, they've taken some clips of a message I preached in 2005 after the Katrina event. Pointing at the barbarism, the animal behaviour of black men in a time of crises, by raping, by robbing, by fighting, by looting. Also after the 2009 earthquake in, in Haiti, the Haitian men, the black men, were robbing and looting and raping. Ah, in the in the wake of that tragic event what black men are inescapable, they cannot do anything else but become barbaric. That when those people went into that (Inaudible); those black women and children and black men, there should have been organisation. The black men...
Man 2:	(inaudible)
Man 1:	What happening?
Man 2:	It said low power.
Man 1:	(Inaudible), oh no. I'll send it, no it should play.
Man 2:	(Inaudible)
Man 3:	Ja, (inaudible) it's mad.

Lady:	Ja, jas.
Man 1:	No I'll send it to you, it's true. But it's true, he says, how can they do it. In Japan when they had the bloody earthquakes and tsunamis, they help each other. Here they steal, they loot, they rape, they destroy. You know, I have a friend called Romano [redacted] Romano is a racist. The one day..
Man 2:	[redacted]
Man 1:	[redacted]
Man 2:	Does he have 3 kids?
Man 1:	Yeah, no...
Man 2:	2 boys and a girl?
Man 1:	No you are talking about his brother, Marco.
Man 2:	Do you know Bruno [redacted]
Man 1:	Yes.
Man2:	So I know Bruno, I worked with him.
Man 1:	Did you?
Man 2:	And his brother's gay now, huh?
Man 1:	No!
Man 2:	Ja, (inaudible) ah, Giulio.
Man 1:	Giulio? No man!
Man 2:	Ja, he's got a restaurant in Cape Town.
Man 1:	No, yes!
Man 2:	Ja. That's what I was told.
Man 1:	No!
Man 2:	Well, I don't know that's what I was told.
Man 1:	I'm going to rag Romano.
Man 2:	No don't, well maybe don't say it, but I was told that.

Man 1: Romano is is, a man that comes to the office one day, I'm going to introduce him to your dad. I always used to like to bring guys that will add flavour to someone's life. And Romano comes there, he is an accountant, and he owns Micro Motor Engineering. You know he's gay? Well I'm going to tell him, I've never heard of an Italian gay.

Man 2: That's what I was told. Look here, and he seems, I don't know if you have seen his son? Um...

Man 1: Yes.

Man 2: What's his name? Ah...

Man 1: He's got that shop in...

Man 2: [redacted]. I mean he seems very gay.

Man 1: And it's a top class, top class shop that I hear.

Man 2: Ja, ja, ja.

Man 1: Making sandwiches.

Man 2: Everyone loves it hey. Its, that's like the place to eat in Cape Town at the moment.

Man 1: Really?

Man 2: Ja, everyone's obsess...

Lady: What's it called?

Man 2: Giulio's.

Man 1: And he's got a bloody...

Man 2: Giulio's, it's on Bree street.

Man 1: So Romano, Romano comes to the office there. He says you know what Gavin, I've got a daughter. He's only got Lyla. Lyla is about 7, 8 now. But Lyla, she'll come here and she'll play for hours. And then him and Megan will go and shopping. Anyway. So Roman comes here. If I bore you tell me, then you can go. Because I'm going to (inaudible) fuck off by now now anyway. You know. But the fact of the matter is, Romano is not a racist, he's a realist. Your father's trying to tell him about, black empowerment. He says the day I let a bloody kaffir run, and there are Joe and them around. He

says man they can go wank in the streets for all I care, they will not get me to buy (inaudible).

Man 2: But I know his son is hectic as well.

Man 1: No, no.

Man 2: Oh not his son, his...(Inaudible).

Man 1: In the factory, his father, (inaudible) my dad knew his dad, and I (inaudible). Takes out the gun and shoots them. Just over their heads.

Lady: No, man?

Man 1: Yes! Over their heads, just over (inaudible). Wa! He was, he was sleeping. His father used to go mad. His father eventually shot himself.

Man 2: Bruno's grandfather?

Man 1: Yes.

Man 3: Oh my word, that's crazy.

Man 1: And left the business to the mother.

Man 2: And they, but they do nicely, huh?

Man 1: Not anymore, they battling. The mother is now in Clarens. The mother is even worse racist than the father was.

Man 2: Really?

Man 1: So anyway, we, we sitting, we sitting here and Omega took some juice from the one side of the table, and (inaudible) he works for me, he brings the juice there. I mean, Romano says to him, what are you bringing here for? Everything you touch is, is just buggered up anyway. That thing's probably sour by now. Just throw it away or take it home. Just like that.

Man 3: Sho!

Man 2: Hectic.

Man 1: No he's mad.

Man 2: Ja

Man 3:	Sho!
Man 3:	But it's interesting that the kid is gay. An Italian gay man.
Lady:	First time for everything.
Man 1:	No man!
Man 2:	Well the Romans.
Man 1:	No the Greeks. You're thinking about the Greeks.
Man 2:	But Angelo, how, so how do you, like, I mean strategize, how do you think, how do you think, the eggs can be unscrambled from a media perspective, from the clients, the banks...
Lady:	(Inaudible)
Man 1:	Well we, we're going to, we're going to lie a little bit, because we have to. Um... So last night...
Man 2:	Ah, Bryan's thing doesn't sound like it holds. Brian said OK that you must say...
Man 1:	No, it's not going to help.
Man 2:	Bryan said that you must say that you have been legally advised to say nothing. That sounds like you have been threatened or paid off.
Man 1:	No, no, no, no, no. (Inaudible)
Man 2:	I mean, I mean, does that sound like. Asking your opinion, like for me, that sounds like you have been threatened or paid off?
Man 1:	I'll be honest. I'll be honest with you, I've thought through it a little bit. Not much. I've bought time. That's what I've done. And the big issue is not Adriaan or anyone; the big big issue is another issue, which is with the Hawks that we need to deal with, urgently. Which is not information to them or anything, but it's because your dad believes the case is closed. It's never been closed.
Man 2:	But Angelo...
Man 1:	It's always been open.
Man 2:	For me, for me it sounds like. I know what you saying, the Hawks, but the Hawks...
Man 1:	No, the Hawks opened the case in October 2017 again.

Man 2: But I'm saying even outside the Hawks, if the banks decided to close the accounts, then that could happen tomorrow. You know what I mean, like the Hawks still takes time, it's a case, right? Banks, like what I'm saying is like the Banks have already decreased the facility by 25%. So it's like...

Man 1: (Inaudible) I can't understand why.

Lady: They took out, no my dad was there today. 25 bar.

Man 2: 25 bars were taken off the facility.

Man 1: (Inaudible)

Lady: With immediate affect.

Man 1: (Inaudible)

Man 2: Just risk. Apparently it's from a risk, a risk analysis perspective. Or whatever it is.

Lady: They will give us the final breakdown next week.

Man 2: Ja so, so clients are (inaudible)

Lady: Ja, the client. No my, my dad was just saying, like the clients are, they are the ones that are nervous. They the ones that are freaking out.

Man 2: So when he came to us. You can ask Roth, he was there. When he came to my place yesterday, whatever it was. Look I must be honest hey, I've never seen that, that like, just defeated. He just, he wanted to walk out. We were talking to him, he's just like, I'm out of here. Um...because he's like...he's even, even...even the darkies in the business said to him, um...this is your mess...

Man 1: No it's not. It's not his mess. (Inaudible)

Man 2: Well, he, like I'm saying, what they said to him was, this is your mess...

Man 1: No, no, those kaffirs! Let me tell you something.

Lady: Angelo... (Inaudible)

Man 1: No I'm telling you, they are kaffirs! All right? Because they are screwing your father with information that he shouldn't be listening to.

Lady: I must say Angelo...

Man 2: But...

Lady: I don't know when last you saw my dad?

Man 1: I haven't seen him.

Man 2: Ja, he's um...

Lady: You'll be shocked.

Man 2: Ja, he um...

Lady: They are putting on a, he's under a lot of pressure.

Man 2: They said to him...

Man 1: But who's putting pressure on him?

Man 2: ...as a collective...

Lady: (Inaudible) a lot of pressure.

Man 1: But why?

Man 2: ...as a collective they came to him and said this is your mess...

Man 1: But what can they, what collective? What f...

Man 2: ...and we'll come for all of you.

Man 1: Can I ask you something?

Man 2: Ja

Man 1: I mustn't swear but, and I didn't even (Inaudible).

Man 2: I get it, I get it.

Man 1: This is the first night I've sworn in years.

Man 2: No, I get it.

Man 1: I didn't swear last night.

Man 2: No. Well...he did.

Man 1: You know, I want to ask you (Inaudible). What right have they got to the business?

Man 2: Ja, but...

Man 1: I know, I worked in that business, I worked there from 3 in the mornings till 11 o'clock at night. I took, I worked for 3 years, without asking for a cent. I worked there for 3 years, without taking off for even a Sunday. Because I worked with your father, and I drove around with him, and I spent hours on the road, and I spent hours working, I spent hours behind pots. I cleaned kitchens and toilets. Those kaffirs have done nothing for your father. And what is holding his, what is, what is it that they are holding over his head? What is it?

Man 3: (Inaudible)..it's a mess.

Man 1: And I'll tell you, I have, I have my own little perspective of this. I will never ever go back to Bosasa, or AGO, whatever you call it. I will never go back. It's not, it's not my place.

Lady: You passed that now.

Man 1: It's not my place. It's your place. It's your place. Guys like you.

Man 3: Can you please help us try sort this out Angelo?

Man 1: I will.

Man 3: Please man.

Man 1: I will help you sort it out, I haven't got an issue, I have no problem. I've got no animosity towards you, towards your sister, towards your father. I loved your father like my own father. I spent hours with him. I, my objective every morning was to make him happy, and to make him smile, and to tell a joke.

Lady: And you did.

Man 1: That would make me happy. What would make me even happier now, is if you guys take the reigns. You guys take the whip. You don't need a Papa there. Why do you need a Papa? You tell me.

Man 2: But it's sensitive at the moment Angelo.

Man 1: I don't, I don't care!

Man 2: No, I'm just saying right now...

Man1: What do you need a Papa for?

Man 2: ..,these guys...

Man 1: You need one person.

Man 2: ...these guys came to him...

Man 1: You need Carol Mkele. That's what you need. You don't need a Papa. You do not need a Joe. What do you need him for? I'm telling you now. You do not need a Sasinya. Sasinya has been fleecing.

Man 2: And talking about gate-keeping hey, I was there, I heard, I mean, remember...

Man 1: Don't you realise why Papa didn't like me.

Man 2: But Angelo...

Man1: Because of DCS. Because I could, he couldn't fix up the press. How did I form my alliance with Derick, with Adriaan, with all these people? Why? I did that 4 years ago, not now! Four years ago! Adriaan was here with his kids! He would play, the kids would play here, he would play here, there. Because I did that, I brought two very influential people to the office park. One was Joanne Josephs, the other was, the one was Yavi Madura. Yavi Madura is the one who pushed the Greek that swore and called people the...

Man 2: Ja, the new one.

Man 1: ...said look there's no kaffirs here, that why (inaudible). She pushed his tweets up within I think 40 minutes to record. I know, she phoned me, she told me.

Lady: Ja, that was the black box thing. Black box.

Man 1: It was thirty five thousand rand. What the hell?

Lady: I remember that.

Man1: Guys, lets, if you look at it, and you say to yourself, all right fine, lets help clean up. I'll help clean you, I'll help clean up, that's easy. (Inaudible) I hope. We'll get there, but we'll get there slowly, but we'll get there, with this shit we'll get there, but hell I was so upset, and then afterwards I realised, maybe, I just pushed this thing too far. But... And I never hacked your computers by the way. I don't know how to hack. I've been hacked, badly!

Lady: Ja, we got hacked.

Man 1: I don't have email anymore. I've got one email that Leon came and setup for me, and I use that. I never hacked, I have no interest in hacking your computers. I don't even know how to hack. I don't know what a hack is.

Man 2: You guys had me so paranoid, I thought I was being hacked this evening.

Man 1: No.

Man 2: No I'm kidding. I'm saying when my computer wasn't working.

Man 1: No my, oh we are driving my car the other day and the sound goes off, boom. No car kit. Now...

Lady: It's a sad thing though. Sorry Angelo. Everyone is so paranoid. Like all of us are so (inaudbible) paranoid. It's terrible.

Man 2: Because, gatekeepers man. You know, that's what I'm saying...

Lady: That's why I'm saying, I don't know why it can't just be like...

Man 2: I specifically heard...

Lady: ...pick up a phone to you or, you know, it's awful.

Man 2: I specifically heard the guys saying, that Gavin you are not allowed to make this decision, um the board will make this. I heard that myself.

Man 1: What!

Man 2: I cant remember, remember its like, its like, because, because, because...

Man 1: What are you telling me!

Man 2: ...um, it was,

Man 1: Guys, who...

Man 2: I don't know what is was about, but it was...

Man 1: Ok I want to ask you a simple question, have you got time? I want a simple question, lets put the dots together, lets join the dots. All right, I'm thinking, sorry it takes while, but sometimes but... If somebody says to Gavin, we'll take it to the board for decision,

MG C.h.

what flesh have they got on the table? What skin have they got on the table?

Man 2: Look um, I don't know...

Man 1: Excuse me! If somebody says to me, be it black, white, whoever, what skin have you got on the table? What have you (inaudible) on the table to be able to be in this position to tell me this? You built up the company? What did you build up? Explain to me what did you add value to? And it's simple questions. Guys join the dots here.

Man 2: Angelo...

Man 1: Uncover it. Think about...

Man 2: ...you can't even, you can't ask the question, because you know the answer.

Man 1: Because you know the answers already. I don't need to tell you this, you know it. You know exactly what to do. You need to call the board up. I hate saying this...

Man 2: The problem is Angelo...

Man 1: ...but I see the board as dysfunctional.

Man 2: Ja

Man 1: Tell me it's not dysfunctional.

Man 2: But these guys Angelo...

Man 1: Tell me it's not.

Man 2: These guys...

Lady: You know what my dad. You know what...

Man 1: Why is your father holding onto that board?

Man 2: But hear it from his mouth when you meet him, right. He's in P.E. this weekend, but hear it from, when you, when you see...

Man 1: I'll get on a plane, I'll fly to P.E. now, if I could.

Man 2: But if, go if you want.

Man 1: Because what is, what has Papa done for the company?

Lady: Do you know, you know, I want to say something. You know what, you know for my dad...

Man 2: You should go.

Lady: ...you know how hard my dad actually is, like he can be hard, and he never actually admits anything, and for me the breaking point for I think, when I saw my dad hit like, when he was defeated, when he said to me, he said to me, Lindsay all we can do now is pray. We got to pray about it. He said, you know what, I didn't sacrifice 20 years, my family for 20 years, with my family, to build this company and lose it. And he's like, that's all I can say, we got to pray. And that's when I was like, this man is now...

Man 1: Do you think your dad, do you think your dad for a minute, do you think your dad turn around and say, do you think your, do you think for minute that your father is being put under pressure by the darkies?

Man 2: I'll tell you exactly what he said at my place. He said, he said they came to him and they said, your mess. They've even approached an attorney as a collective.

Man 1: No, fucking hell.

Man 2: I promise you.

Lady: I don't know about that.

Man 2: You'll hear...

Man 1: Which, which fucking attorney?

Man 2: He, no he told us yesterday.

Lady: Ok, I wasn't there with you guys.

Man 2: There's, he'll tell you um...

Man 3: (Inaudible)

Man 1: You know, I'll go into that company, I will personally go into that company, with or without permission, and I will fuck each of those kaffirs out there. I'm telling you now I will, I will. But you know what's happened? That Fez of yours is a little conniving bastard. He's a little shithead.

Man 2: I don't think he has any influence with those guys, Angelo.

Man 1: No, no, no, no. Fez is a little mastermind. He thinks he is a mastermind.

Man 3: Really hey?

Man 1: I'm warning you about Fez. I will personally deal with Fez. Personally, I told him, I will come and deal with you. I will come and deal with you. Because he was sending me text messages running down the company, trying to get information out of me.

Man 3: Really hey?

Man 1: Yes, I'll show (inaudible) I've actually got them here. I've actually got them here.

Man 3: Really hey?

Man 1: Yes, Fez.

Lady: (Inaudible)

Man 1: Because he, think about when things started going wrong in the company. Fez. I had a major issue here one night with Fez and Jason. I called them here, here because I didn't want to deal with them at the office, I said to them come here and I sat them down, and Fez was saying why must I keep listening to a white man, he earns more than I do? And it was a chip on his shoulder. Papa had an issue with me, because I was a white man, and I did a job. But what does Papa actually do? You know Papa...

Lady: There is a big white/black thing hey. There's a lot of (Inaudible)

Man 1: Why!

Man 2: Apparently, they are making it that thing. This attorney, you will know him, right.

Man 1: What's his name?

Man 2: He worked at...

Man 3: I'm sure it's Peter somebody (inaudible).

Man 2: He worked at ENS, and he was...

Lady: Oh man, no (Inaudible)

Man 1: Oh Peter! But your dad uses Peter!

Man 2: and he's an absolute racist. Bryan, Bryan will tell you.

Lady: Peter Tshive...
Man 1: Tshivase, something like that

Man 2: Apparently he's, apparently he's an absolute racist

Man 1: Oh my God.

Man 2: And he wants to (Inaudible)

Man 1: That kaffir just needs a good hiding!

Man 2: And apparently Angelo, he's made it a racial thing, but...

Man 1: But who, who brought him into the company?

Man 2: I don't know. Let Gavin tell you.

Man 1: I had a fight with that guy. I know the Peter you talking about.

Man 2: I don't know him.

Man 1: I don't even think he is a South African.

Man 2: I just know this guy, apparently, apparently, he is an absolute racist. Bryan also says he is a racist. Apparently he is known for it.

Man 1: I'll take him head on.

Man 2: And apparently, but ask Gavin, because obviously I wont know the specifics.

Man 1: No, no, but you see guys, what you need to do, I'll help you, is just target them. Ismail you're not competent, get out. You can.

Man 3: (Inaudible)

Man 2: I think it's going to take some time though Angelo, because these guys are make, these guys are making it a racial fronting thing.

Man 1: That explains why, I'm telling you now. I don't think your father wanted to rid of me. I think Papa wanted to get rid of me, and Lindy wanted to get rid of them. Because there's always been a caucus between Papa, Lindy. There's a caucus between Louis and Papa as well, and Coleen and Papa, but I'll get to the bottom of it.

Lady: That's that, no not really Angelo. You'll be surprised.

Man 1: I'll get to the bottom of it. I'll find, if you want me to find out, I'll find out. Ask this man, he's seen some of the stuff I've found out.

Man 2: Hell man, I'm deleting all my whatsapps.

Man 1: I can find out things, I can even, and I will confront your dad about certain things, because I don't like what he is doing. It's not right what he has done to your mom. (Inaudible)

Man 2: But Angelo, speak to him. Speak to him. Because I don't want to speak out of turn here, but speak to him. But he said, but he said, look. That's why said, that's why I said, remember I said to you yesterday.

Man 1: Who introduced De Jager to the company, really?

Lady: That, I don't know.

Man 1: Was it Joe?

Man 2: That's what...

Lady: Was it?

Man 1: Joe?

Lady: I have no idea.

Man 2: That's what, so that's the connection

Lady: I only got introduced to him (Inaudible)...

Man 2: I just told you the connection Gavin told me.

Lady: ...providing services.

Man 3: I think it, I think it was Joe, via (Inaudible)

Man 2: ACSA, is it via ACSA and RTT, and...

Man 1: No, no, no that is what they are telling you. RTT is the courier company, and they saying that he came via ACSA, via Joe, via Freddie Fourie, because you guys had to buy guns from Freddie Fourie.

Man 2: No, no, that was another thing, but, but Freddie had worked, Freddie had worked...

Man 1: That was, that was another issue, was guns...

Man 2: Freddy had worked with...

Man 1: ...and I asked the question (Inaudible) five hundred glocks, you had five hundred glocks in the safe...

Man 3: Ja no, eight hundred pump actions or something man. Eight hundred shotguns or something in the safe.

Man 1: 32 CZ's, 14 LM1's.

Lady: You see I don't even know this stuff. (Inaudible)

Man 2: But you know who is, you know who is the best, for me you shouldn't need to ask us this. You should be hearing it from the horses mouth. And it shouldn't be gatekeepers.

Man 1: But how, how do you fix it?

Man 2: No I'm asking you that.

Man 1: Papa used to get upset, because I used to go out and do my own thing. I never waited for him because I haven't got time. Trevor, please, Trevor a bomb can go off next to Trevor and he wouldn't even nudge. Really, Trevor is like, Trevor is like Romeo.

Man 3: (Inaudible)

Man 2: I haven't met him, but I've heard.

Lady: Shame, I feel sorry for my dad hey.

Man 3: (Inaudible) I've travelled with them a bit, to try and get these guys to come to meetings, to answer your phone (Inaudible)

Man 1: You know what I told your father...

Man 2: Angelo these things have been said to me hey from (Inaudible)

Lady: But Angelo, Angelo, my dad has worked himself to death, you haven't seen him, he's finished.

Man 3: No it's bloody exhausting, he's finished.

Man 2: That's why he said to me, he said, he said his guys have said to him, you know what, if this, this is your mess, and and we'll put you

three in prison. Now I'm not saying that's to do, but that kind of threat is not a nice thing for him to hear.

Man 1: Tell them to fuck off.

Man 2: That's not a nice thing for him to hear from...

Man 1: I'll tell each one of those kaffirs where to get off.

Man 2: Those guys are all well remunerated.

Man 1: Joe Gumede, I will I will take Joe Gumede on, head on. Head on! Himself! You see Papa is a problem there, and Sasinya is a problem there. And Sasinya needs to go to jail with Talente Myeni.

Man 2: And it scares him because he says, it's become like a racial thing now.

Man 1: I don't care, but why did he allow it? Why?

Man 2: You right, you right, but the problem is, we're in the situation we're in. You know?

Man 1: You know what happened? I can tell you now Papa wanted me out there. Papa turned around, you know my son I told him this story, I don't want to go tell it again. You know my son, (Inaudible) had the greatest, my kids have the greatest respect for your dad. They were small, they used to hug him, around the legs, here, up to here. They used to hug him, not for money. They never took a cent from your dad. That the day, you know Giancarlo last night, he was upset, and he was, when he is upset that kid, I must say he's got a bit of brains. I mean, he must have a bit brains, shit, at least half of my brains. But anyway, you know he said to me, he says dad this is whats happening here is not right. And he said to me, you know dad, the one thing I can't understand is, I can't believe uncle Gavin said I was a druggy. You know they said he was selling drugs at the youth centre?

Man 2: Who said that, Angelo?

Lady: Who said that?

Man 3: What?

Man 1: Papa told your father.

Lady: Giancarlo was selling drugs at the youth centre.

Man 2: At the youth centre?

Man 3: (Inaudible) that's bloody ridiculous hey.

Man 1: And it was influencing the youth centre. I was told that categorically. I was told my son was doing drugs.
(Inaudible sounds)

Man 2: But Angelo you know like 2 years ago you would have gone straight to Gavin with that. And these gatekeepers came in and prevented.

Man 1: Nobody would have told me that. Nobody would dare, because firstly I took my son for drug tests. First thing I do, is I do that. I used to be the most strictest parent, I had drug tests stashed in my cupboard. If the kids were here now, normally they were, when the kids were growing up the kids were here now. Now, they go to the bedroom and they think I'm a bloody stupid old fart. I'm not listening. That's what they do now and I catch them out every time. I walk in to the bedroom, what is he doing on your bed.

Man2: Are you talking about her boyfriend?

Man 1: I'm talking a little bit louder so she can hear.

Man 2: Oh my word.

Man 1: Then I think I was bloody 18 years old. But Anyway what I'm saying to you is, what I cant understand is how on earth does your father listen to Papa, Joe (inaudible).

Man 3: You know what I think it is also Angelo, because of all this turmoil (inaudible) you were like his rock for like 20 years.

Man 2: You make poor judgement when you are stressed out, hey.

Man 3: Then we had all this turmoil. He's lost that.

Man 1: But common sense tells us that, that why, who was the one that was instrumental to move me out? That's what I want to find out. I want to hunt that down.

Man 3: It's very difficult for remember for me, I'm an out

--- END OF AUDIO ---

Recording ends at 23:54PM on 24 August 2018

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6

SA cancels much-delayed private prisons tender, reviews PPP model

27TH OCTOBER 2011

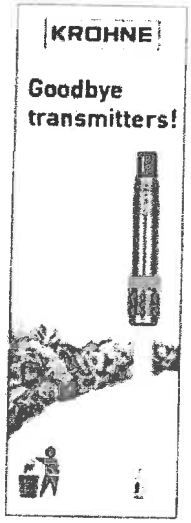
BY: TERENCE CREAMER
CREAMER MEDIA EDITOR

The South African government has officially cancelled the much-delayed public-private partnership (PPP) procurement process for four new prisons, which would have added 3 000 additional bed spaces at the Paarl, East London, Nigel and Klerksdorp correctional centres.

The procurement process was initiated in October 2003 when a transaction advisory team was appointed to study the feasibility of delivering the facilities in partnership with the private sector.

The request for qualifications were released in October 2007 and the final tender on September 30, 2008. The bids were

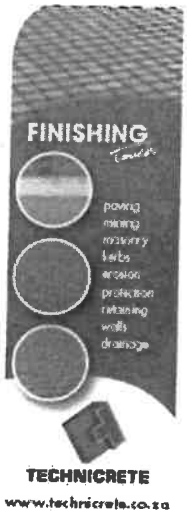
Mapisa-Nqakula, who took over the position in May 2009, instituted a policy and operational review, during which the bids were "not opened or evaluated" and were kept in a secure facility.



Mapisa-Nqakula said the review highlighted a number of financial and operational problems with the PPP model, including the fact that it conflicted with policy stipulating that security and custodial services of the State not be handed over the third parties.

She acknowledged that new prison capacity was still required, owing to ongoing overcrowding. But also insisted that South Africa needed to find new solutions to dealing with offenders beside incarceration.

The department had, thus, issued a tender for electronic tagging as one possible alternative and would be seeking to promote the solution within the Justice and Security clusters.



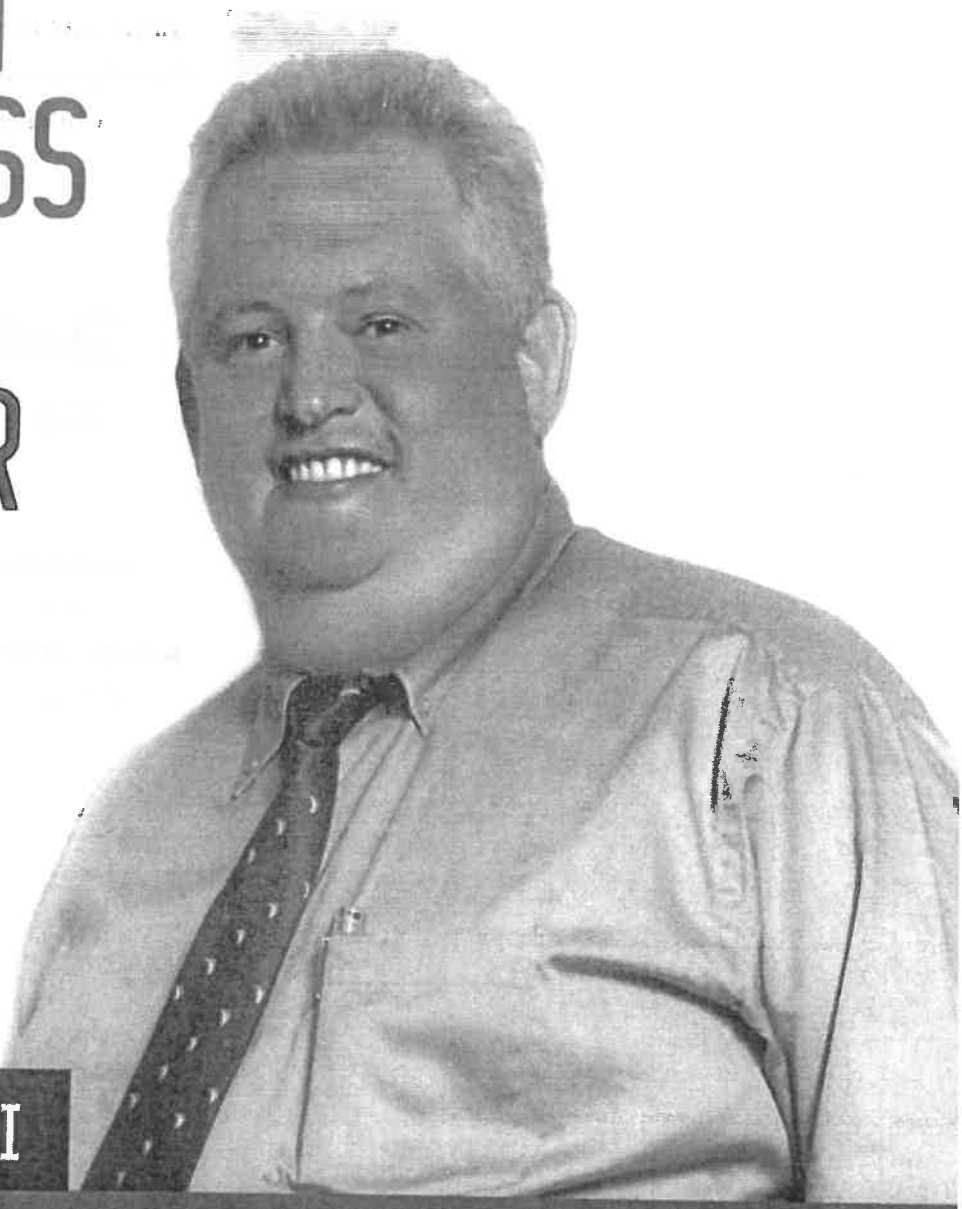
It was also interrogating other legislative provisions to help it deal with overcrowding, such as the better use of the parole systems and allowing for a greater portion of sentences to be served through community service programmes.

Additional facilities would also still be built, but the Minister offered no specifics save to say that it was a "myth" that construction jobs would be lost as a result of the cancellation of the PPP tender.

Bidders had been give the option to revise their offers to confine their involvement to construction and maintenance, but indicated that the PPP would only be attractive if they were also involved with the custodial services.

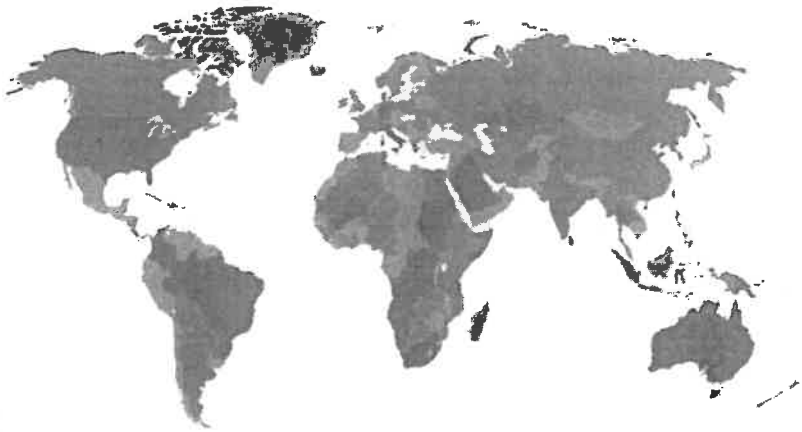
ITALIAN BUSINESS MANOF THEYEAR

NOMINATION ANDMOTIVATION 2014



ANGELO AGRIZZI

Italian born, Angelo Agrizzi, is the Chief Operating Officer of the BOSASA Group of 80 companies – a position he has held from inception. Business development acumen is profoundly evident within the fifteen year lifespan of the Group. In his COO capacity and with a demanding and significant portfolio, he has remained at the forefront of helping to drive the Group into a powerful brand in South Africa. From small offices in Krugersdorp and (a small team of eight members of personnel), it now has 4000 employees and a well-established national footprint. With an entrepreneurial mind he has been able to identify local and global business opportunities and product needs. The brand has been successfully consolidated through public acknowledgement of product, service delivery worldwide and authentic corporate social responsibility programmes.



A GLOBAL PLAYER

Analysing global and local events, Angelo annually sets his own standards of delivery which become his constant point of reference based on the following: **uncompromised integrity, mission critical business responses to evolving events nationally and globally, service to the national interest for economic growth, localised community development in all provinces, resilience in a changing environment, job creation, education and innovation.**

He is nominated for this prestigious award because of the expanded value he has added to the triple bottom line (King 11's corporate good governance soft law) approach to organisational development in a rapidly changing and challenging environment. King 11 has been accepted as a governance model in sixty countries inclusive of Italy. Leaning on the culture of high morale, productivity and loyalty he has created, he has cushioned the staff against the fiscal crisis. This he has achieved with regular interaction, Company updates, wellness support, orientation to events in the global community, a commitment to streamlining services and emphasizing *'a cycle of excellence and quality of delivery.'* Motivated personnel willingly volunteer their traditional free time to ensure benchmarks have been met resulting in palpable evidence of integrated team work. The loyalty of personnel that Angelo Agrizzi commands towards his vision lends credence to both his signature and ability to translate strategy into reality. Personnel simply trust him.

As an Italian business man Angelo believes that at any one time he is carrying a flag for Italy. As such he knows that exemplary performance as a captain of industry is required of him adding to the existing prestige of Italy and the prowess of its own achievers who live in South Africa and make their unique contributions. He does not lose sight of his responsibilities to South Africa with this paradoxical and dual identity.

Agrizzi has been described as a visionary by his peer group *'for seeing the world in a grain of sand'* and then acting on this.

As a proud member of a distinguished Italian family he has dedicated time and energy into celebrating the contribution of the Italian community in South Africa.

Believing that he and his family represent their Italian roots, it is incumbent on all to be leading achievers in their field, contributing to the world of scientific knowledge and learning. Angelo embraces close family ties. He and his wife succeeded in producing a family of high achievers in the socio-political, economic and medical terrains.

A SUSTAINABLE ECONOMY AND FUTURE VISION

Angelo is a student of global events and an entrepreneur of note. Observing that the oceans globally are being gutted of fish and that many species have declined by nearly 90 percent, he helped to drive a scientific team to provide meaningful and ecofriendly aquaculture solutions. What was needed was a methodology that took pressure off wild catch fisheries. Wearing both his entrepreneurial and social responsibility hat, he focused on Aquaculture which has a high barrier to entry. Aquaculture growth in South Africa is below global standards but it has the potential to be a global leader with its innovative formula of sustainability. With South Africa contributing only 0.01 per cent, he focused his attention on supporting the Department of Agriculture, Forestry and Fisheries while developing a viable profitable business. A Biorganics company was born within the BOSASA Group which now fast tracks *'product development'* and a sustainable food supply in a secure uncontaminated environment. This formula defies the global experience of unavoidable contamination providing solutions hitherto undiscovered by overseas scientists. Biorganics provides employment, career path development, poverty alleviation and provision of essential protein. This BOSASA Group division is seen to be a significant and developing contributor to local and national economic growth.

GROWTH THROUGH RISK MANAGEMENT AND INNOVATION

As Chief Operating Officer he helped to turn a fledgling security company, Dyambu, with an annual turnover of R112,000,000 into a sophisticated risk management operation customised to most industry sectors, today known as the BOSASA Group of Companies. It boasts a significant turnover of R1,46 Billion.

FROM R112,000,000 TO R1,46BILLION

Believing that innovation begins at home, Angelo has pioneered *'home grown'* software by grooming a technology division into a sophisticated software development unit. This serves to promote knowledge management and the twelve main business units into a meaningful integrated whole.

This software has been extended to Full Facilities Management as well as the hospitality industry from which he has historical expertise. The exemplary nature of this software was subsequently recognised by Microsoft headquarters with an offer to purchase what they regarded as unique intellectual property adding value to their existing software stable.

Angelo has also honed Full Facilities management into an art and a science, declared as such by the leadership of Correctional Centres who have publicly celebrated this sustained service excellence.

Angelo has made himself an expert on key point security providing risk management services to Airports and once more he earned accolades for service excellence sharing this achievement with his team. High level training of risk management staff at the airports, and absence of corruption in their ranks has led to a dramatic reduction of crime (theft, money laundering, hijacking, mugging and terrorism, drug smuggling and substance abuse). An ongoing scholar of the nature of terrorism and its groups coupled to publication of his blogs on various terrorism subjects, has also earned him acknowledgement for counter terrorism endeavours in South Africa. This clearly is of global value with the borderless progress of terrorism and drug smuggling.

PROVIDING EMPLOYMENT

Angelo has ensured that any entry point 'position' or work, such as cleaning or gardening can lead to a university degree for anyone with aspirations and drive. The BOSASA Group has extensive examples of individuals who have entered the Group as general cleaners and gone on to become accountants, executives, auditors, lawyers and doctors. The Group and its functional teams, under his leadership (BOSASA is the largest employer in the Mogale developing Metropolitan District by design) demonstrates heightened concern for the under privileged. The are known for taking vagrants and hawkers off the street, teaching them business skills, providing them with appropriate business resources and helping them provide for their families and often communities. Wherever he has initiated SMEE development skills and enterprises there is a measurable drop in crime.

Comments recorded below (in his work with offenders) are relevant to this paragraph. He is also actively engaged with community sports to keep the youth off the street, acquire disciplined thinking and healthy habits/outlooks. Resources for these sports as well as computer centres have been provided by the Group, under the aegis of his vision, for personal growth.

GROWING PEOPLE

Despite a challenging schedule he finds time to mentor young employees into the bigger picture of running an organisation. He has been on the founding team of the Watson Corporate University which provides a wide range of short and long courses, and academic supervision of staff studying for degrees.

mc K.h.

INSPIRING CREATIVITY

Angelo believes that for staff to be creative, it is incumbent on the Group to provide an environment conducive to innovation. Angelo's stamp can be seen in the landscaping, eco friendly design and the architecture of the Mogale Business Park which is the headquarters of the Group. His vision of employee wellbeing is exemplified by twelve Italianate business unit designs within an eco-park which has no peer. This business park sports a Mashie course, walkways (running pathways for those who wish to train), fauna and flora, a lodge, Diner, herb garden and secluded garden settings for staff to reflect on their work. With Springbok, tortoises, rabbits, Nyala, Zebra, peacocks, crown herons and thirty other varieties of bird life, this environment provides a unique setting to metaphorically inspire respect for diversity and individual or team creativity. International visitors describe this setting as *'paradise'* for any person and it provides an environment in which essential work-life balance is guaranteed. Free advice on nutrition and exercise is provided and with Angelo's sponsorship and encouragement every Comrades event and major marathon has included BOSASA staff championing the brand and all it stands for.

EXPANSIVE SOCIAL RESPONSIBILITY

Angelo Agrizzi's approach to social responsibility is both holistic and supply chain oriented. His achievements in the corporate world are eclipsed only by his personal social responsibility drive (CSI) and serving the community and country beyond business interests. He believes not only in 'giving back' but being responsible as a citizen for the cooperative wellbeing of others.

For twelve years this has manifested in a successful project where he set himself three criteria: **the reduction of crime, employment creation, and meaningful skills development.**

Trading on his own skill set and knowledge he has pursued a line of community and individual development where he has proof of concept.

Angelo's outreach goes where few corporates venture – correctional centres. Social stigma has been a contributory cause of this normative corporate *'avoidance'* behaviour. The South African *'prison'* environment is unique and relative to the high crime rate, unemployment, illiteracy and nature of offences. Noting the nature of several academic research papers in which it is reported that 80 percent of prisoners in South African Correctional Centres are illiterate, undernourished, come from underprivileged backgrounds and are *'groomed'* into crime, he undertook to drive meaningful change.
Offenders, in conflict with the law and therefore incarcerated are deprived of liberties that most people take for granted. Lack of budget, skilled personnel, and the complex nature of South African prisons has led to thousands of offenders being compromised health wise. High density living in a cell due to high crime rates and concomitant incarceration statistics leads to existing health conditions being adversely affected and the acquisition of other diseases. Mental health issues are also central to imprisonment.
Angelo is therefore driving his three pronged approach to rehabilitate offenders, encouraging health and growing marketable skills on parole.

A research centre for prison health care is currently being developed under his leadership. This centre will provide benchmarked research for the benefit of Correctional Centres on which government can make informed decisions, reduce costs, manage more efficiently and build capacity. It will therefore serve to contribute to public health in the long and short term. Its value as a research centre will extend globally.

HLUMANI

Hlumani is a project started by Angelo at Pollsmoor whereby Correctional Centre available land is converted for agricultural purposes. Offenders are taught sustainable farming and they produce crops from which the Correctional Centre benefits as a fresh produce supply. These skills

80%

OF RSA PRISONERS ARE...

*ILLITERATE
*UNDERNOURISHED
*UNDERPRIVILEGED

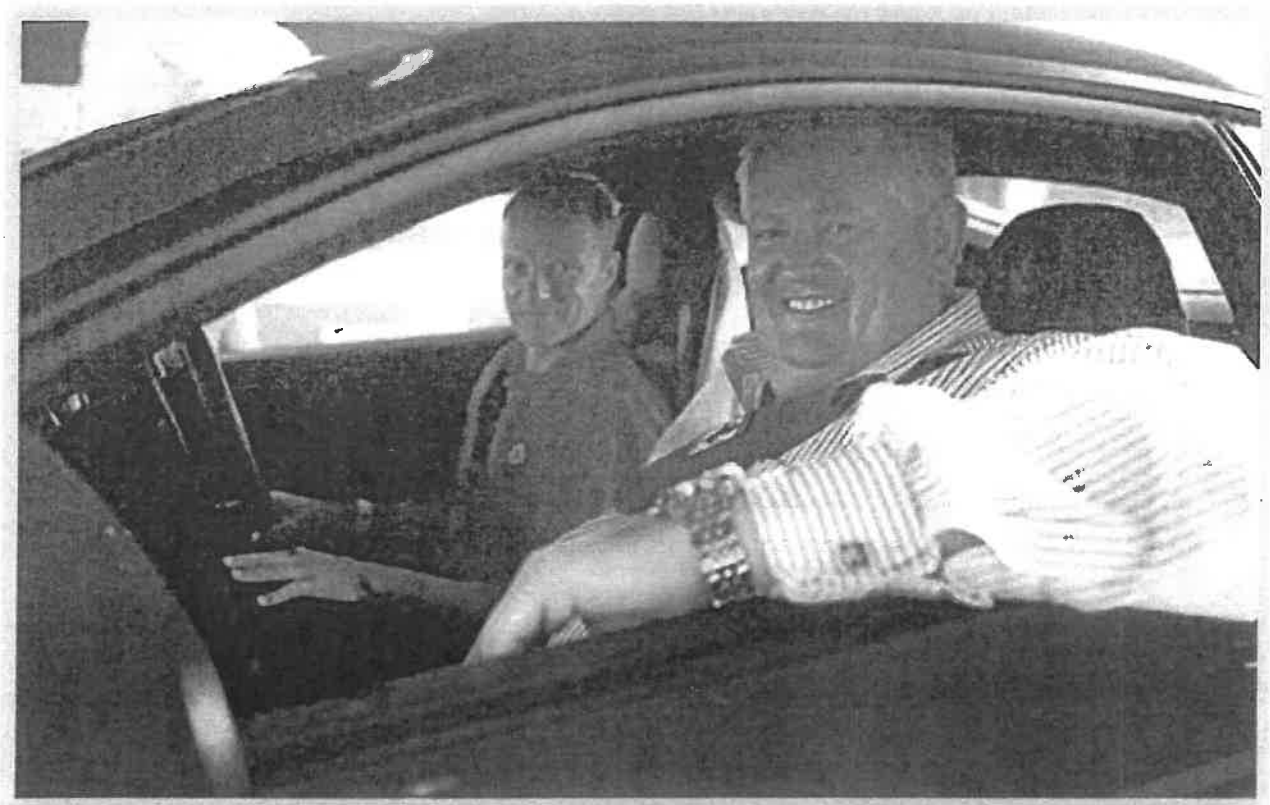
MJ L.G.

CONTRIBUTING TO THE NATIONAL INTEREST

It will be noted that a common denominator exists with all of the above. As an Italian, Angelo does not forget his obligations as a South African citizen. He therefore believes that whatever he does with his teams, the national interest must be served. This is evident as a golden thread throughout this motivation. It also consolidates bilateral trade and investment and reciprocal respect.

PERSONAL LIFE

Angelo is an avid and eclectic reader to which his library collection will testify. He is a passionate supporter of all things Italian and Ferrari is no exception, being an active member of the Ferrari Club. Any visitor to his office will be treated to a range of Ferrari models, the fine detail of which he has himself crafted with intricate patience and care.



Ferrari Club

Both Angelo and his wife Debbie raise specialist trained Capuchin monkeys (the most intelligent new age primates) in conjunction with Helping Hands an organisation committed to placing helper monkeys with the critical disabled - the latest primate helpers being Romeo and Juliet. These phenomenal animals are trained to fetch remotes, switch lights on and off on command, thereby assisting those less fortunate. These tasks are traditionally seen by able bodied people as menial.

Angelo's has gourmet interests in his own domestic kitchen and the culinary arts. He enthralls his family and friends with his engaging warmth and hospitality, coupled to his enduring interest in and knowledge of Italian cuisine which he promotes with panache. He has intimate knowledge of the history and cuisine of all Italy's regions as well as the latter's contribution to global cardiovascular health. He promotes this *'health knowledge'* for the welfare of his staff. His other hobbies suggest a newly discovered flair for interior design, drawing on the globally famous Italian experience, textiles and furniture. To this add gardening at his much loved home where he demonstrates his concern for the environment, testing eco-friendly design, and flora choices. He is also an expert on the famous gardens of Italy.

THIS NOMINATION IS ENDORSED BY COLLEAGUES, CLIENTS, FRIENDS AND EMPLOYEES WHO SHARE AN ENDEARING LOVE AND RESPECT FOR HIM AND BELIEVE IN HIS ABILITY TO DRIVE A SAFE, SUSTAINABLE FUTURE FOR ALL.

Mr K. h.

EMAILS WHERE AGRIZZIS RECKLESS MANAGMENT WAS ADDRESSED KWR193

From: Angelo Agrizzi <Angelo.Agrizzi@bosasa.com>
Date: 2017/03/06 17:31 (GMT+02:00)
To: [redacted]
Cc: Gavin Watson <Gavin.Watson@bosasa.com>, [redacted]
Subject: Re: Directors Meeting Minutes - 20 February 2017

[redacted]

Could I please be notified of the details of the accusations so I can prepare a suitable response to be provided to the board in terms of the alleged "Reckless Management"

I do have a right to question the veracity of the accusations with the chairman and the board members

Angelo Agrizzi
Group Chief Operations Officer
Bosasa Group of Companies

The Bosasa Group
Mogale Business Park
Windsor Road | Mogale City | 1739 | Gauteng | South Africa

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Fax +27(0)11 6626138/9
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Skype: Angelo.Agrizzi

Angelo.Agrizzi@Bosasa com
Angelo.Agrizzi@me com (Pvt)
Gina Pieters@Bosasa.com

www.bosasagroup.com
www.angeloagrizzi.com

Personal Assistant
Gina Pieters
+27 (0) 11 662 6000
Gina.Pieters@bosasa.com

"In all thy ways acknowledge HIM and HE shall direct thy paths" - Prov 3:6

page3image15720

On 06 Mar 2017, at 13:27, [redacted] wrote:

Afternoon Angelo,

I note your e-mail and comments therein.

MB

I wish to place on record that the minutes transcribed are a true reflection of what was discussed at the meeting.

Regards

[redacted]

Bosasa Operations (Pty) Ltd

Mogale Business Park

Tel + 27 11 662-6223

Fax + 27 11 662-6138

Fax2Email +27 11 662-6323

Mobile 082 410 3412

e-mail [redacted]

website www bosasa com

From: Angelo Agrizzi
Sent: Sunday, March 5, 2017 5:49 PM
To: [redacted]
Cc: Gavin Watson <Gavin.Watson@bosasa.com>; [redacted]
Subject: Re: Directors Meeting Minutes - 20 February 2017

[redacted]

I am of the opinion that these minutes are instructed and not the true reflection of proceedings I will challenge them in due course

Thanks you

Angelo Agrizzi

Group Chief Operations Officer

Bosasa Group of Companies

MG C.G.

The Bosasa Group

Mogale Business Park

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Skype: Angelo.Agrizzi

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Gina Pieters

+27 (0) 11 662 6000

Gina.Pieters@bosasa.com

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page3image15720

On 03 Mar 2017, at 14:19, [redacted] wrote:

<image001.gif>

Afternoon Board Members and Invitees,

Herewith a copy of the minutes of the meeting held on 20 February 2017 for perusal.

Please let me have any comments by Wednesday, 8 March 2017.

Regards

[redacted]

Bosasa Operations (Pty) Ltd

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Fax + 27 11 662-6138

Fax2Email +27 11 662-6323

Mobile 082 410 3412

e-mail [redacted]

website www bosasa com

Bosasa Operations (Pty) Ltd (AGM)2017.2.docx

From: [redacted]
Date: 2017/03/06 12:53 (GMT+02:00)
To: Angelo Agrizzi <Angelo.Agrizzi@bosasa.com>
Cc: Gavin Watson <Gavin.Watson@bosasa.com>, [redacted]
Subject: RE: Directors Meeting Minutes - 20 February 2017

Dear Angelo,

I am in receipt of your e-mail, the contents of which have been noted.

I will communicate with the Board in respect of your request and respond thereto in due course.

Regards

[redacted]

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Fax + 27 11 662-6138

Fax2Email +27 11 662-6323

Mobile 082 410 3412

e-mail [redacted]

website www bosasa com

From: Angelo Agrizzi
Sent: Sunday, March 5, 2017 5:15 PM
To: [redacted]
Cc: Gavin Watson <Gavin.Watson@bosasa.com>; [redacted]
Subject: Re: Directors Meeting Minutes - 20 February 2017

[redacted]

MO

Trust you are well

As I was not in the board meeting I would request a meeting with the board to clarify the issue regarding my "Reckless Behavior" regarding the break in trust alleged as this was in fact an instruction from Gavin Watson and the legal advisor Lindsay Watson who at all times was aware of the action taken whilst I was on sick leave. Mr Gumede the chairman was also well aware and even the aforementioned board members were at meetings conducted in conjunction with myself.

I dispute that the board meeting in fact discussed this matter and that Gavin Watson and the board makes reference to myself as being reckless. Please convene a meeting with both the shareholders and the board so that I may present my case as alluded to as well as clarify the reckless behavior claimed by Ms Leyds, which I will challenge.

I can most definately point out to the board the extent of reckless actions taken and will prepare the relevant documentation for your perusal.

It has become evident that the board meeting scheduled was set up to merely discredit my ability and therefore would like to have my right to defend the matter as it reflects as a personal indictment of my rights as an office bearer being accused and judged by a board without having the opportunity to register a defence

Angelo Agrizzi

Group Chief Operations Officer

Bosasa Group of Companies

The Bosasa Group

Mogale Business Park

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MD

Personal Assistant

Gina Pieters

+27 (0) 11 662 6000

Gina.Pieters@bosasa.com

"In all thy ways acknowledge HIM and HE shall direct thy paths" - Prov 3:6

page3image15720

On 03 Mar 2017, at 14:19, [redacted] wrote:

<image001.gif>

Afternoon Board Members and Invitees,

Herewith a copy of the minutes of the meeting held on 20 February 2017 for perusal.

Please let me have any comments by Wednesday, 8 March 2017.

Regards

[redacted]

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Mobile: 082 410 3412

e-mail: [redacted]

website. www.bosasa.com

<Bosasa Operations (Pty) Ltd (AGM)2017.2.docx>

KWR200

Vendor ID	Document Type	Document Date	Document Number	Document Amount
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KWR201

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H.G.

LINDELA NEGOTIATIONS

Outcomes of Deep Dive

Contracts & SLA Stream

04 December 2007

FeverTree CONSULTING

ATKEARNEY

The biggest problem identified with Lindela is the current pricing structure and we were tasked with undertaking a deep dive to renegotiate the current pricing arrangements

Background:

- The facility has a capacity of 4 000+ people but contractually the minimum payment per month is based on an average occupation of 3 250 people per night
- At the start of the contract the average occupation was above this threshold, but changes in the deportation procedures, from once a week to 3 times a week, caused this number to drop dramatically to ~1500 on average currently
- Although there is no indication that this number will go back up in the near future indications are that the facility will still be required for approximately 4000 people
- The number of people going through the facility remains constant even though the number actually accommodated has dropped
- The contract duration is 10 years, starting October 2005 and there is a review option every 3 years, making the first possible review date September 2008 but we are doing that in November 2007

With the changes in occupancy levels at Lindela, it is in DHA's best interest to address the pricing and contract issues to optimize the overall strategic value and costs of the deportation services

In our discussions with Bosasa, the service provider, we adopted the following approach to address Lindela's pricing structure

Approach

Oct– Nov 2007 → - - - - - - - - - - - - - - - - - - ← TBC - 2008 →

Step 1: Negotiate short term compromise on pricing

Analysis
- Developed a costing model to determine total costs for Lindela
- Did a detailed internal analysis on Lindela's costs/ structure
- Developed trend analysis of past and future occupancy rates

Preparation
- Met with Internal DHA personnel and finalised costing model and strategies for negotiation
- Assessed DHA levers (legal, relationship based, external pressure, etc.)
- Assessed Bosasa's levers and developed mitigation plans
- Develop strategies to engage Bosasa in a constructive manner

Negotiate
- Met with Bosasa and presented 10 year as-is analysis and areas of negotiation
- Provided feedback and tested outcomes of negotiations internally within DHA
- Aimed for a win-win solution without major legal challenges since DHA is in a contractually weak position

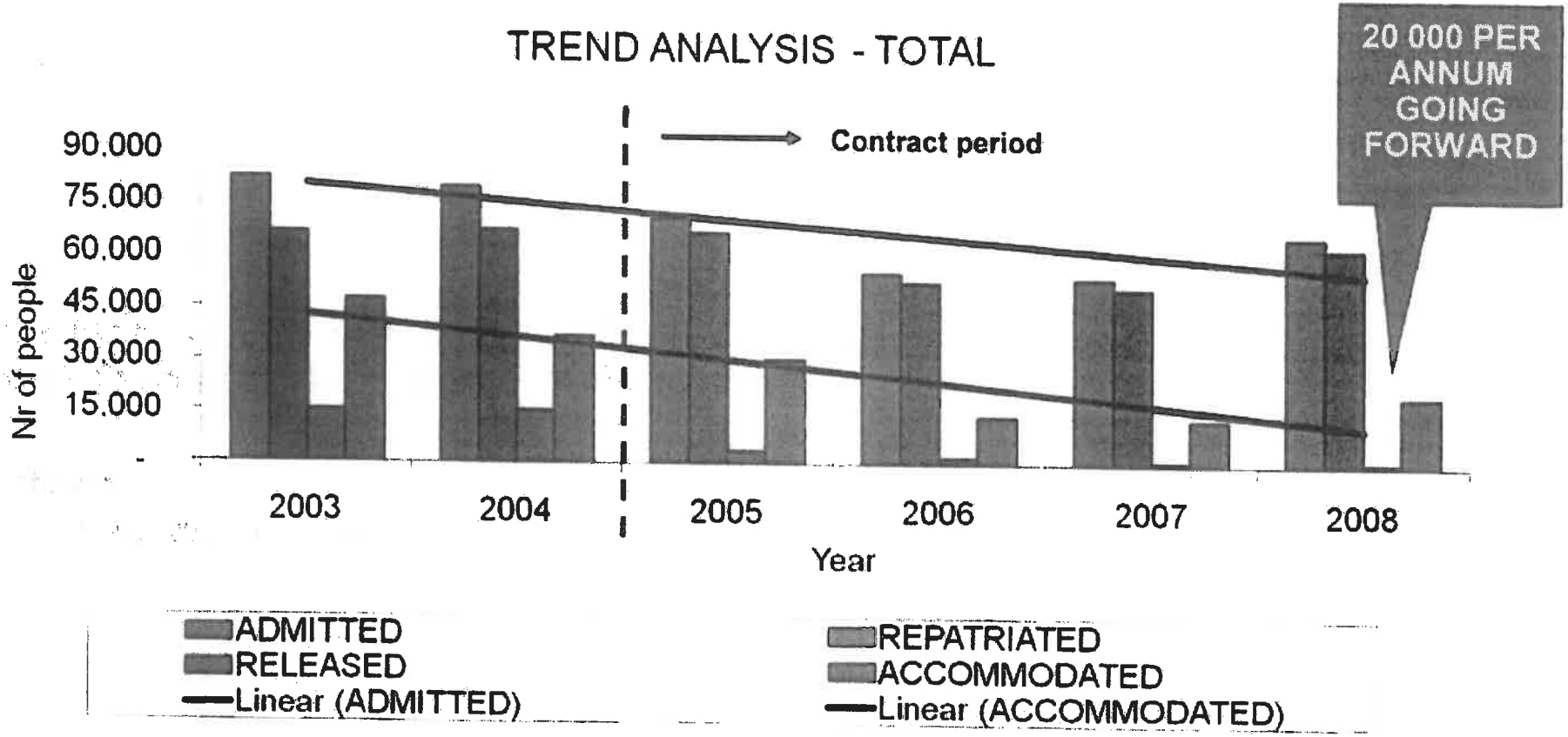
Follow through
- Followed through what was started even if outcome is less then expected and now obtaining approval from DG for contract/ pricing changes

Step 2: Full contract amendment/ review

Analysis and contract amendments
- Assess all contractual issues that need to be addressed and finalise new contract/SLA after discussions with DG/EXCO

NOTE OUR WEAK POSITION CONTRACTUALLY

Although the average occupation has reduced from 3 250 to 1 668 people per night, the actual throughput of the facility has remained relatively stable



Therefore, negotiations are based on projected costs of 1 668 pppd average. However, capacity requirements maintained at 4 000 until a full deportation model is developed that optimises the total flow of detainees and can level out peak demands

KWR205

479

Understanding the weak contractual position that DHA finds itself in, the following levers were identified as a basis for renegotiation

Bosasa Levers

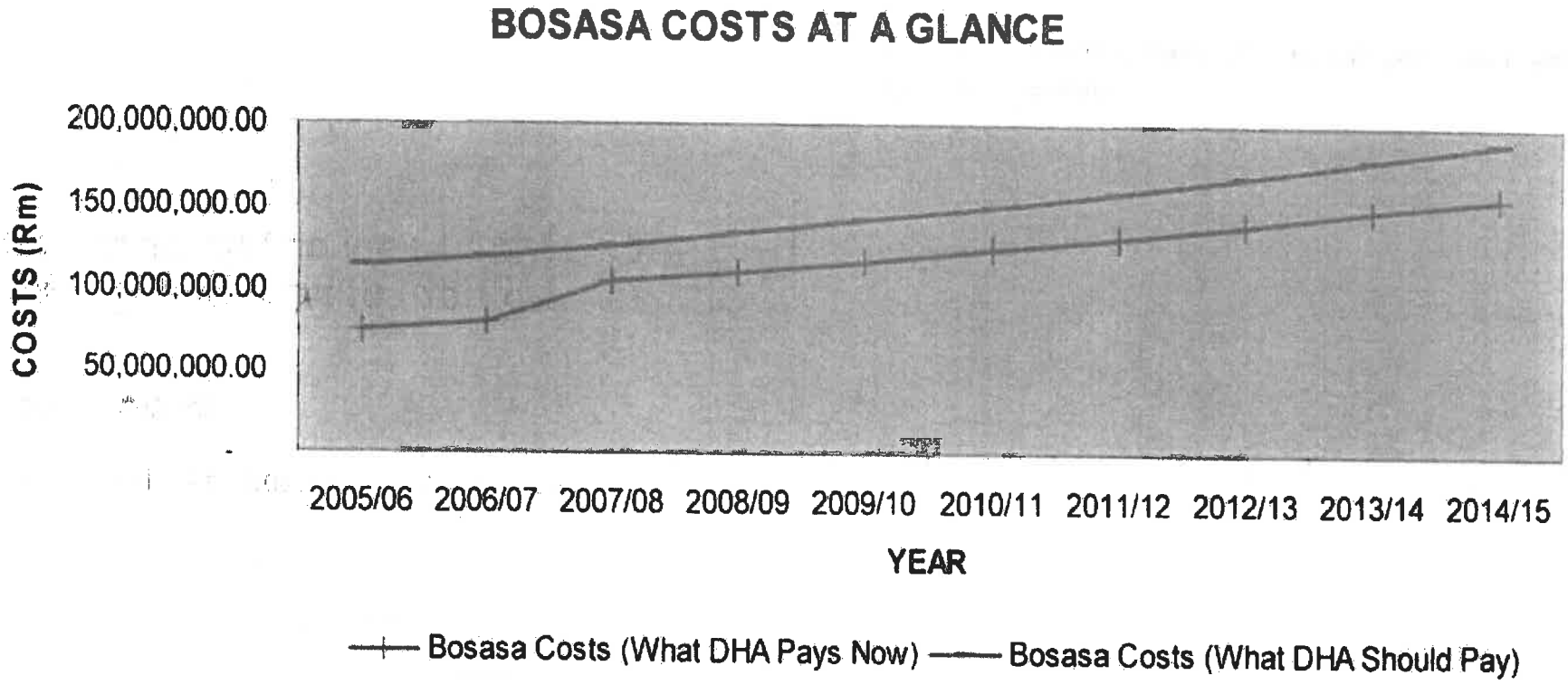
- Major public attention on costs of facility
- Have 7 years to go – long term contract
- No immediate alternate use for facility
- Contractually strong position – purpose built facility
- Change in deportation processes and therefore necessitates renegotiation
- 3 year review falls due in 2008
- Other opportunities to consider for loss in revenue eg medical facilities

DHA Levers

- 3 year window falls due in 2008 – can wait to renegotiate
- Major focus from Portfolio Committee
- Change in deportation processes
- Variable component of the facility has changed - now less than 1500 accommodated per day
- Still need facility for 4000+ admissions per day
- Use of facility for other uses
- Capacity of 2 520 if have 30 people per room per Ministers directive

An agreement had to be reached to restructure the contract and pricing to cater for clearly identifiable and justifiable fixed and variable components

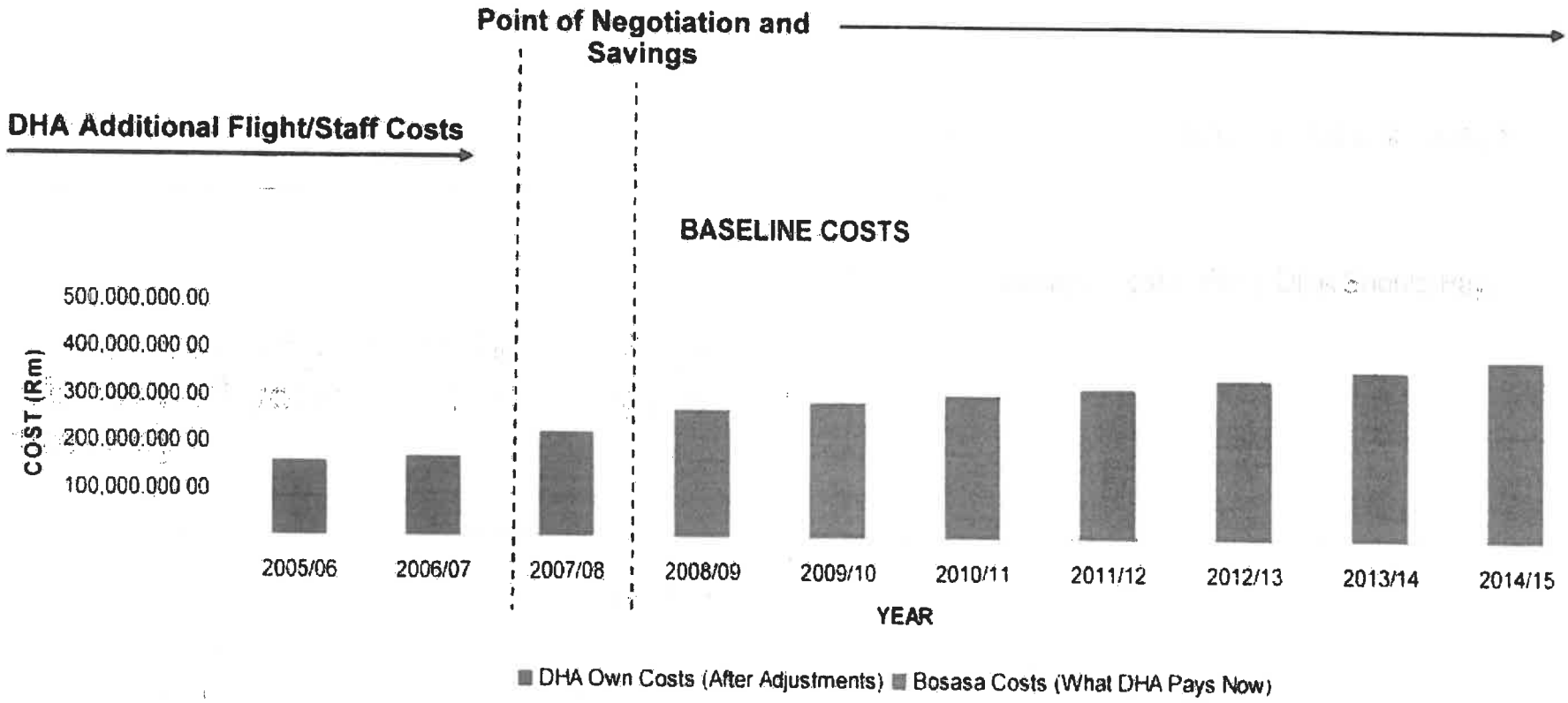
Based on the original tender, DHA has a contractual obligation to Bosasa of R1,5b over 10 years but is paying a lower monthly fee based on reduced occupancy



The reduced payment may be subject to a dispute and needs to be addressed in the contract re-negotiation and new pricing model

ATKEARNEY

A full baseline costing, including DHA internal repatriation costs, in order to match eventual savings against the complete deportation cost



Assumptions:

- Total costs paid to Bosasa will be per the original tender
- Only the additional transportation and staff (12 border posts) costs have been included in the DHA calculations

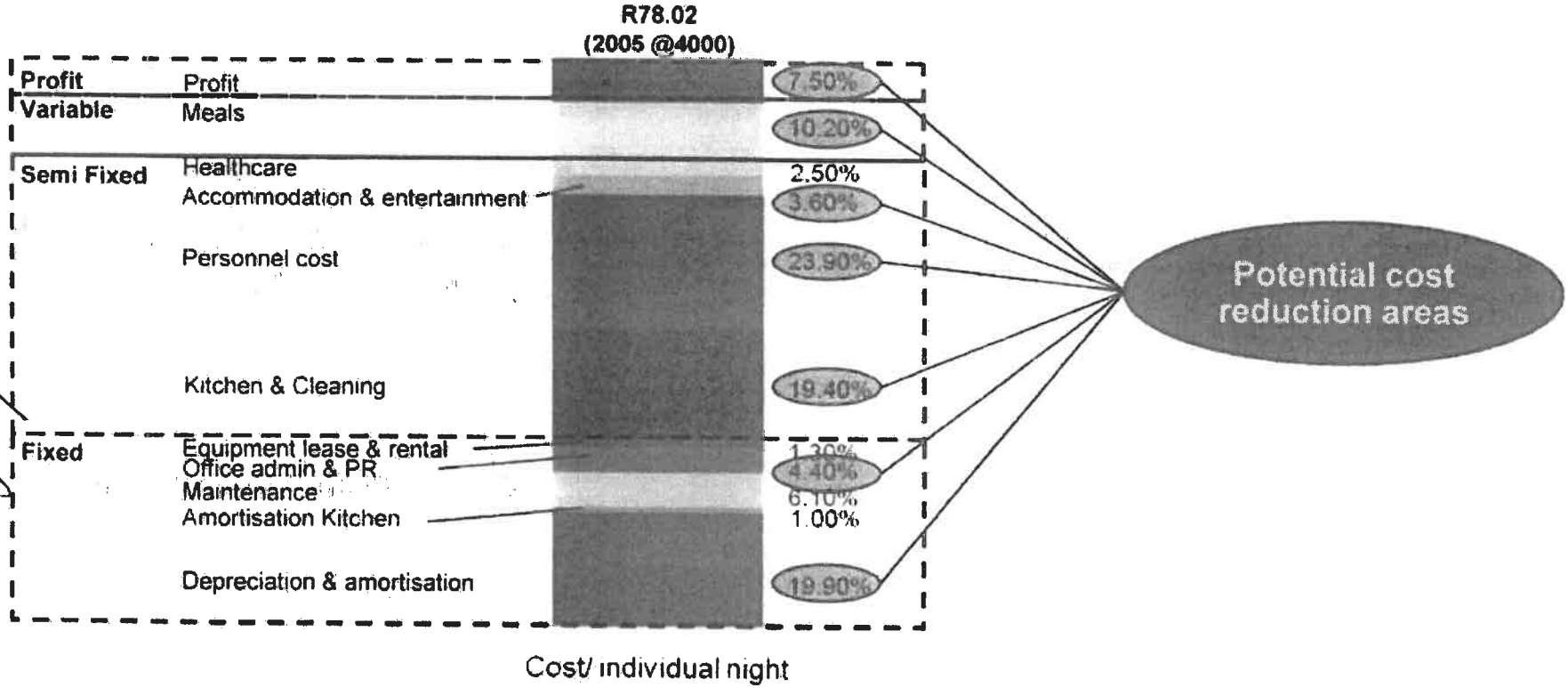
Analysing the baseline shows the total cost of DHA's operations has been rising steadily over recent years, and will continue to do so in the future

KWR208

482

When comparing Bosasa's current cost breakdown to a should-cost analysis we identified areas where cost reduction cost can be negotiated

Cost Breakdown Bosasa[1]



Although this breakdown consists of fixed, semi-fixed and variable cost, the way the existing contract is structured they all become semi-fixed

Note: (1) Based on Bosasa reported cost (both in contract and in recent visits) and tested with both Bosasa and DHA officials

KWR209

483

Initial negotiations with Bosasa have shown a clear willingness to lower cost, both in fixed and variable cost

Overview of potential savings categories based on 1 600 occupancy

Type	Category	Savings
Variable	*Meals*	Make 100% variable: decrease from minimum of 3 250 to average of 2 000
Semi Fixed	*Bedding & Linen*	18.75% reduction
	Toiletries	50% reduction
Fixed	*Depreciation*	100% elimination
	Kitchen amortisation	100% elimination
	Finance charges	100% elimination
	Admin charges	100% elimination
Profit	*Profit Margin*	*Note: cost reduction above will have multiplier effect on profit as well*

Although Bosasa offered these reductions under a condition of a 5 year contract extension, DHA should only consider a 3 year potential renewal clause subject to performance.

Important categories where no cost savings have been determined yet are personnel cost and amortisation cost, because more information is needed

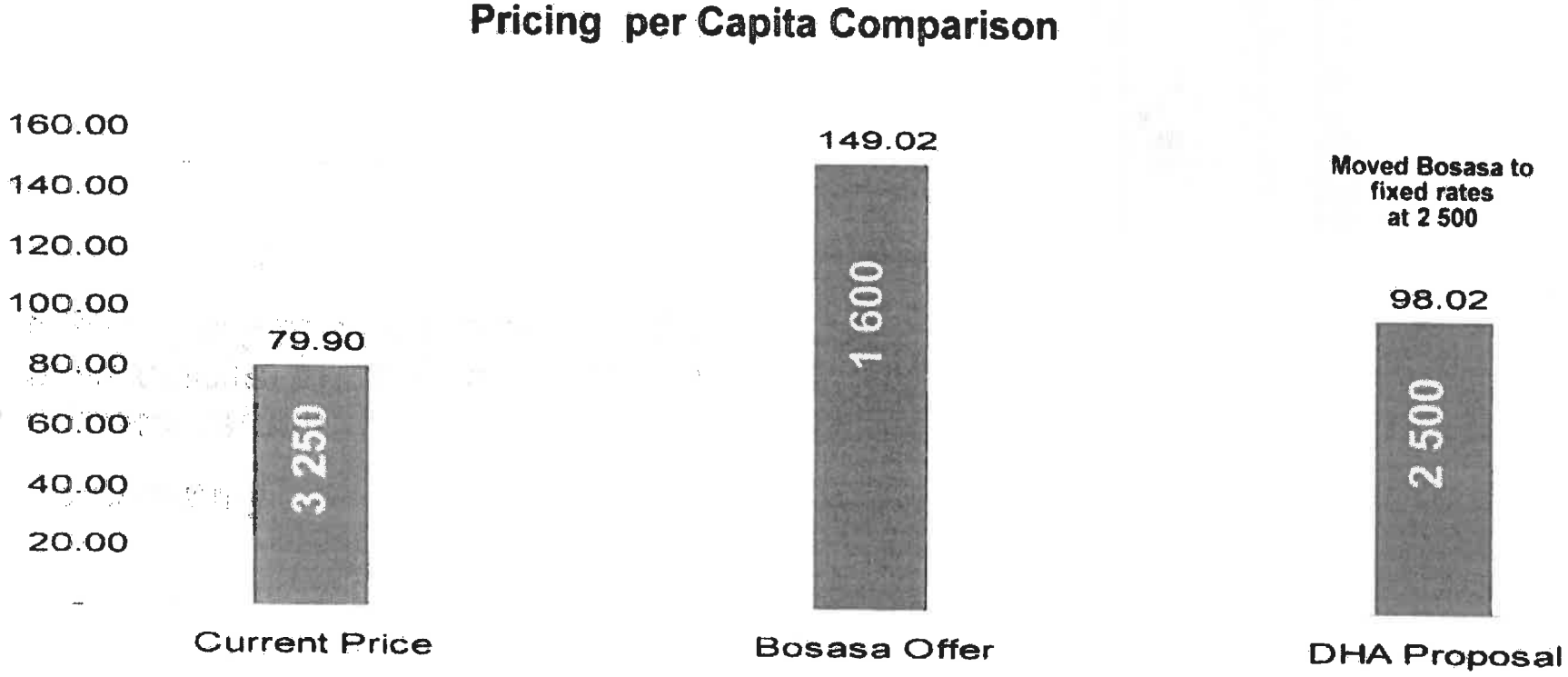
The preliminary savings negotiated with Bosasa, based on the original tendered values, equate to monthly savings of R640k per year when translated into current values

Savings Summary

DETAILS		2005	2006	2007
Bedding and Linen	27,680.63			
Building Depreciation	83,333.00			
Toiletries	171,000.00			
Kitchen Amortisation	91,770.00			
Finance Charges	13,680.00			
Admin Fees	182,970.00			
	570,433.63	570,433.63	604,659.65	640,939.23
Annualised Savings				7,691,270
Savings for Remainder of Contract (2 500)				68,432,384
Savings on Tendered Prices (4 000)				364,477,957

ATKEARNEY

Due to the restructuring of the pricing the rate per person will increase as the total occupancy reduces in the process

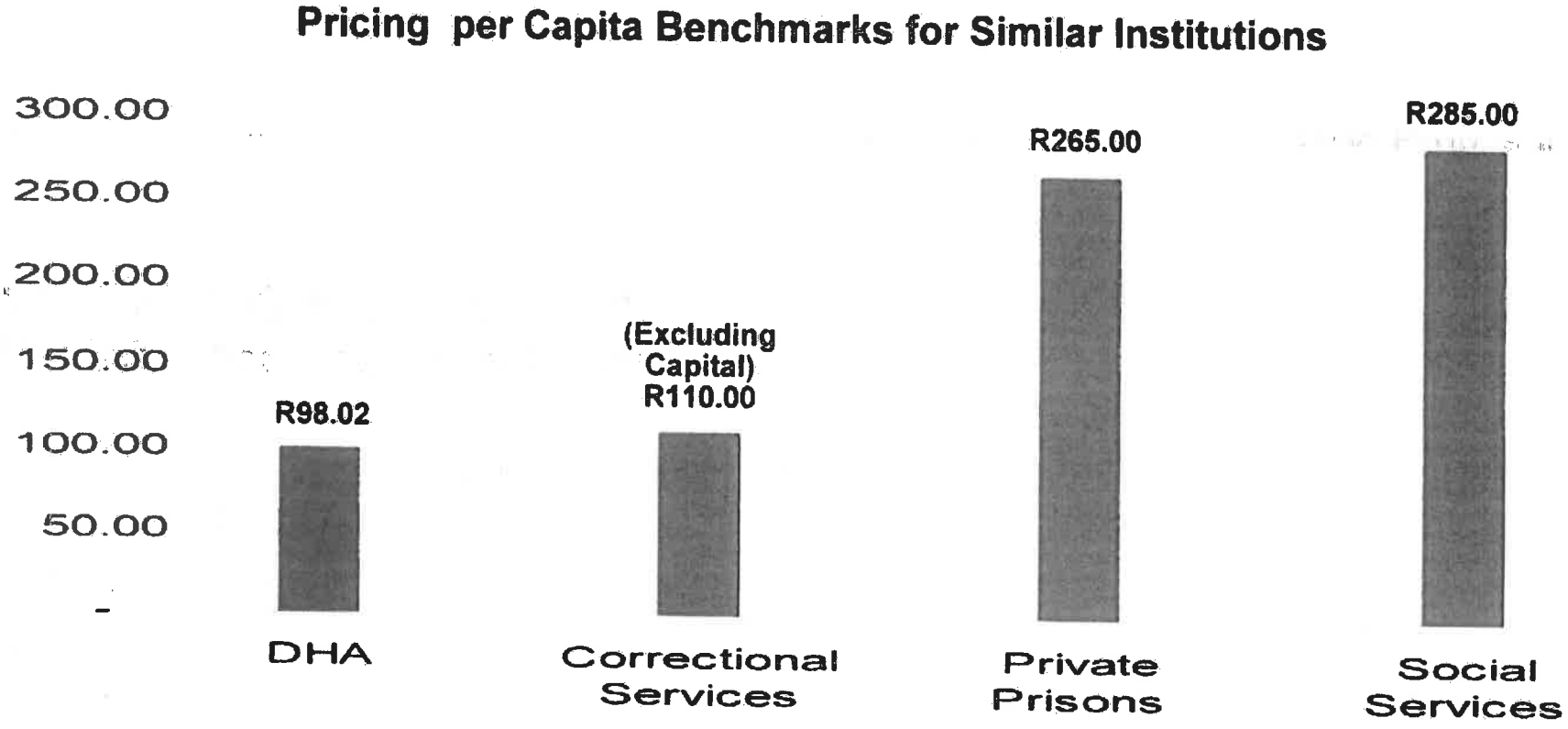


The differences arise from the savings offered by Bosasa and the different occupancy rates modelled

KWR212

426

This pricing per capita does however compare favorably with other institutions for similar services offered



We have not factored in savings from the capital costs and suggest that this be done in Phase 2 when the total deportation strategy is known

- The Department still requires a facility for 4 000
- Indications are that additional facilities may be required elsewhere in the country and this will result in reduction in transportation costs to Lindela
- The Department is currently busy with this strategy
- The valuation of the current facility is in the process of being finalised
- We have also not increased the cost of medical facilities and the proposal is that this be provided by Bosasa to cater for lost revenue in other areas and the fact that DOH has not and cannot provide this service
- Refugee Affairs and Deportation processes linkages need to be finalised as there is a backlog in Refugee Affairs that may impact on the throughput at Lindela if the backlog is eradicated

Whilst Bosasa have requested an extension in the contract period by 5 years we are proposing that this be increased by 3 years when the contract falls due for negotiation next year and the deportation strategy is finalised

In order to finalise the current pricing and contractual negotiations, we are proposing a 3 step process

Step 1

Agree and finalise current savings offered by Bosasa and structure ito fixed vs variable pricing model

Step 2

Finalise valuation and re-look at Amortisation Costs

Step 3

Review Deportation Strategy and Network and Review (2) Contract

The proposed savings can be achieved immediately and thus allows DHA adequate time to re-look at it's deportation strategy and network and consider the rent vs buy options without compromising the service

The following resolutions are therefore required to finalise negotiations with Bosasa

Resolution	Recommended Action/Outcome
DHA retains capacity requirements but reduces running costs	Preferred and takes high and lows into account until alternate facilities acquired
Bosasa provides medical facilities at the facility and in particular pre-screening	Recommended as DOH has not and cannot provide this service
DHA has the option to purchase the building now and to pay Bosasa for management of facility	Asset accrues to DHA but requires capital outlay now – budget constraints and non-core
Bosasa reduces monthly fee based on new valuation and DHA purchase building at end	Asset accrues to DHA without any increased capital outlay but DHA may have to increase "concession" period by 3 years but again non-core and therefore suggest pay reduced fee based on revised valuation

The key question is what would be the best overall strategy and model for the whole R300m per year deportation process?

Petrus Stephanus Venter: States the following under oath in English

1.

I'm an adult male, ID 7101245040083, 47 years old and currently residing at, 19 Lindhout street, Noordheuwel, Krugersdorp with contact number: 0824629527. Currently employed by D'Arcy- Herrman Incorporated situated at number 269 Voortrekker road, Monument, Krugersdorp as a Tax consultant.

2.

On Tuesday the 8th May 2018 I was at my office working through all documents regarding African Global Group / Bosasa, I found one document (marked as attachment AA:1 to AA:6). This document with heading "Trigger 1st Feb 2018 Media Intervention" consists of six pages, details various flow diagrams and schematics of a well-structured plan, of what detailed actions must / will be taken as well as the result or effect it will have on African Global and Gavin Watson.

This document was handed to me by Angelo Agrizzi, either during one of the visits that he did to my office during Sep / Oct 2017 or at the meeting we had at his house during Nov 2017.

I know and understand the contents of the above.
I have no objection to take the pre-scribed oath.
I consider the oath to be binding on my conscience.

2018/05/18

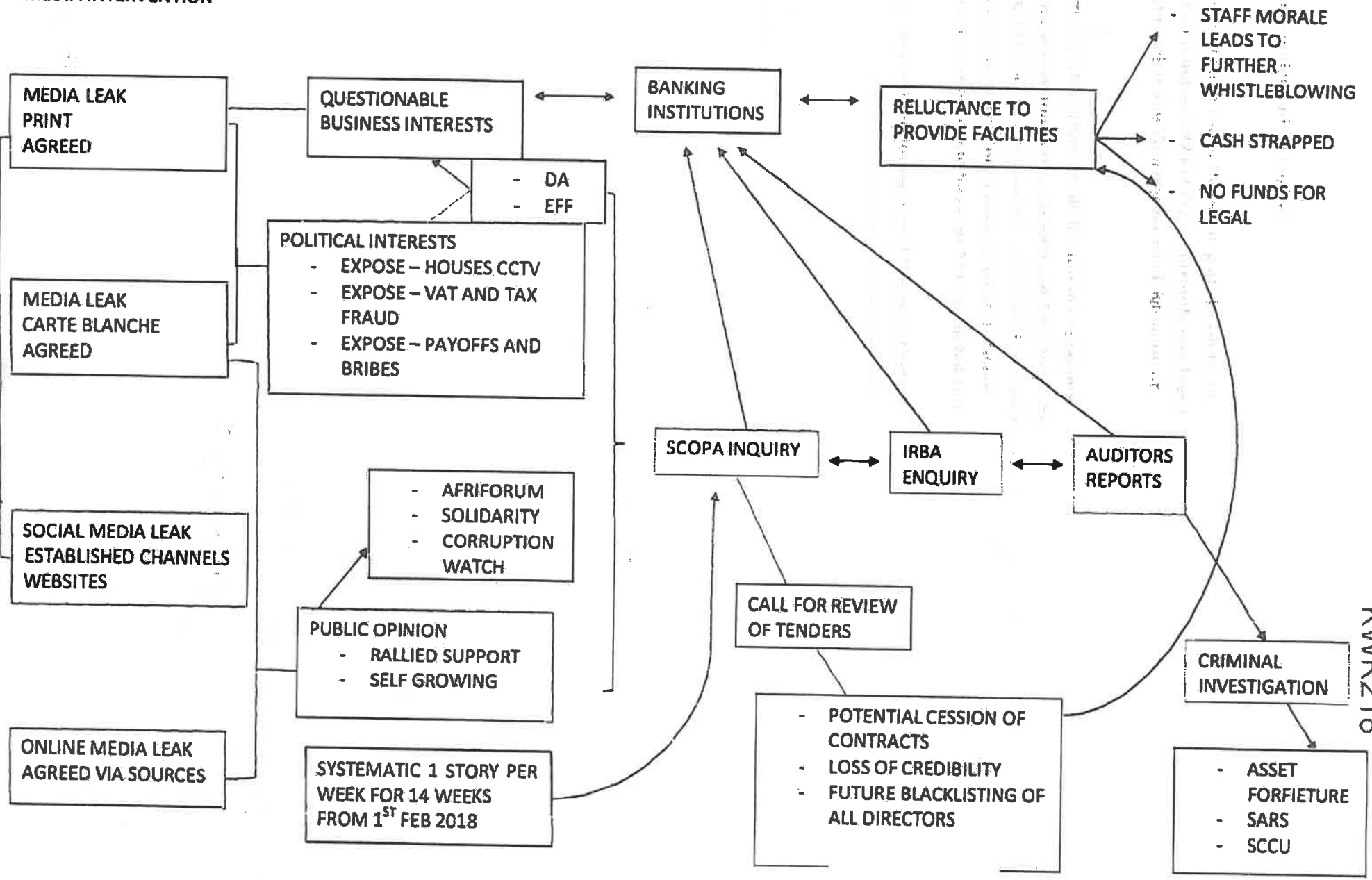
KRUGERSDORP 18 05 2018
ZNDJMADE
ZNDJMADE
118 COMMISSIONER
Krugersdorp

SUID-AFRIKAANSE POLISIEDIENS
2018 -05- 18
KRUGERSDORP
SOUTH AFRICAN POLICE SERVICE

ATTACHMENT: AA:1

TRIGGER 1ST FEB 2018
MEDIA INTERVENTION

NON-GOVERNMENTAL EXPOSE



KWR218

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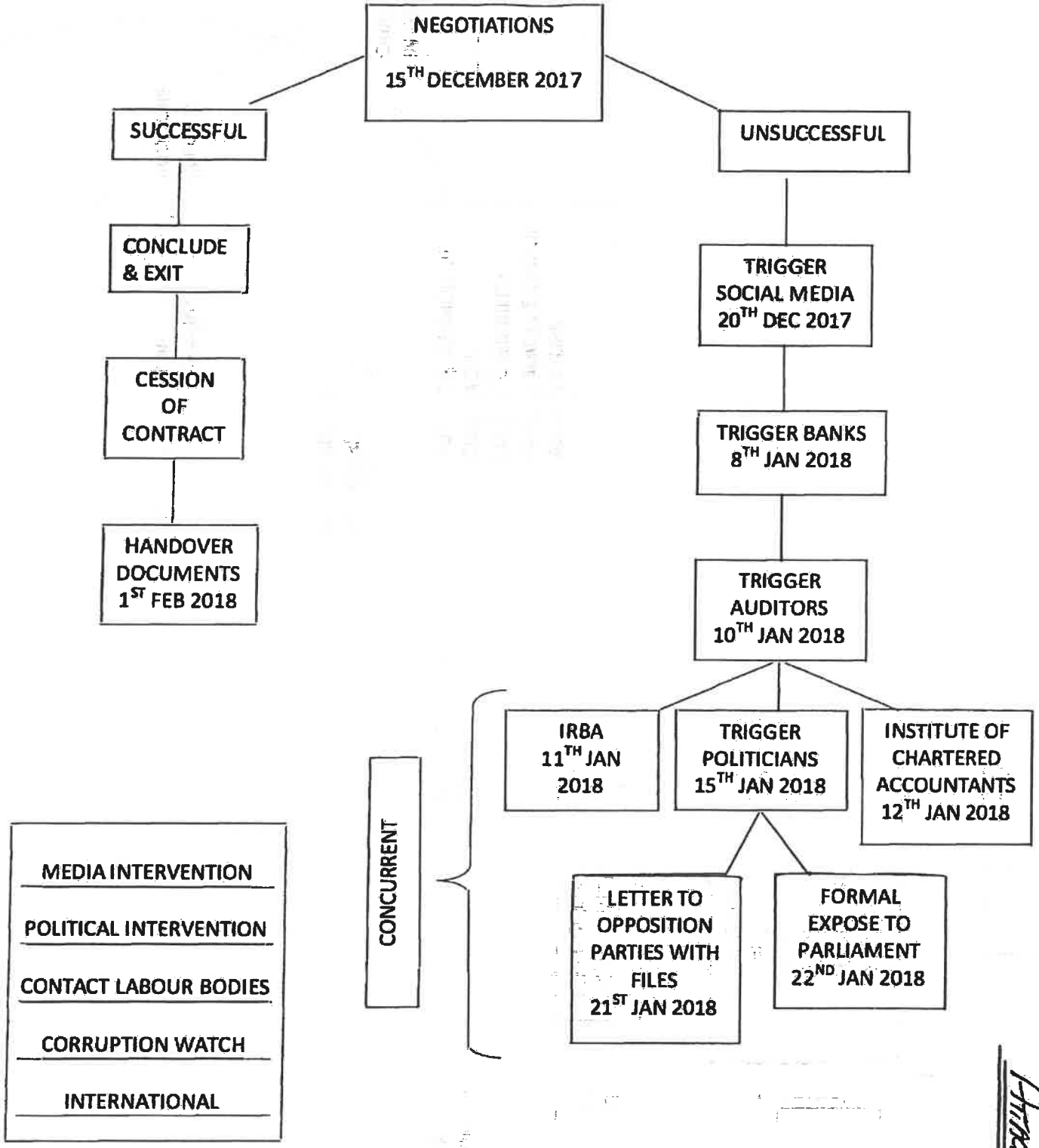
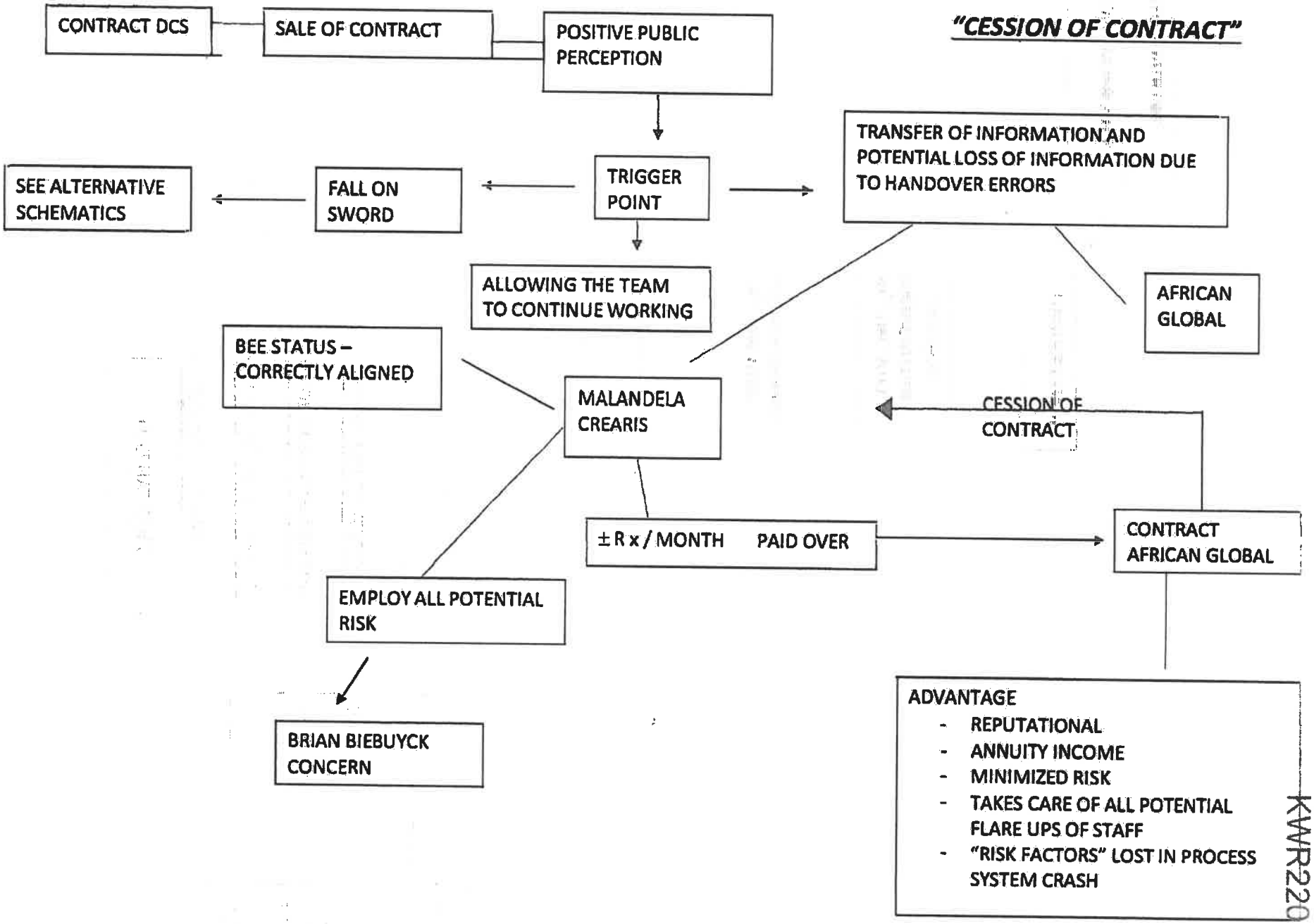


ATTACHMENT: AA:2

MD R.L.

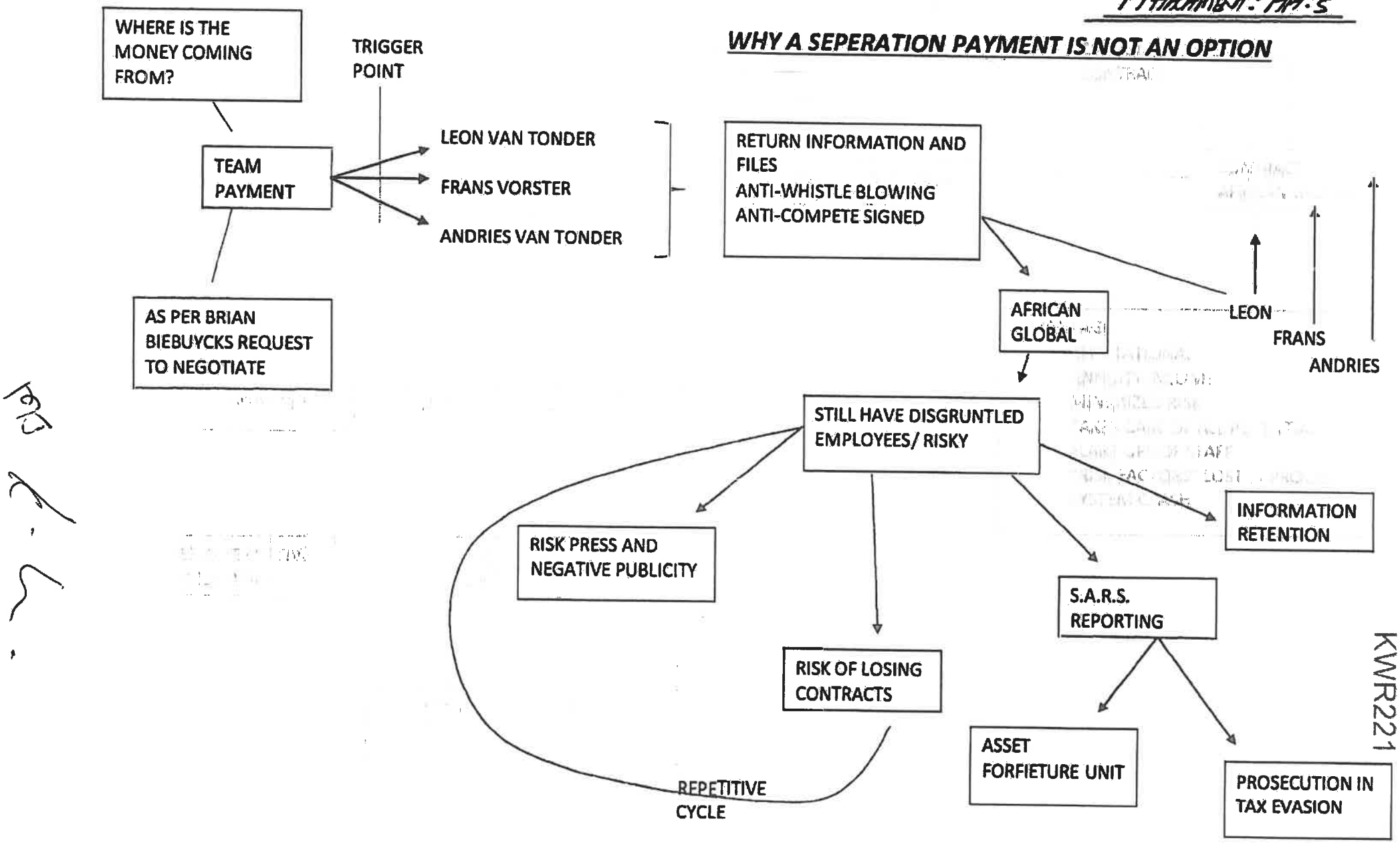
ATTACHMENT: AA: 3

"CESSION OF CONTRACT"



ATTACHMENT: AA:5

WHY A SEPERATION PAYMENT IS NOT AN OPTION



KWR221

495

RAMIFICATIONS FOR BOSASA/ AFRICAN GLOBAL

I. PUBLIC SCRUTINY AND OPINION
   - FUTURE BUSINESS
   - REPUTATIONAL HARM – MASSIVE MEDIA INTEREST

II. EXPOSE:
   - PARLIAMENTARIANS
   - "BLACK" LISTING FOR TENDERS
   - SARS INVESTIGATION
   - LOSS OF EXISTING BUSINESS
   - LOSS OF "BANKING" FACILITIES

III. CRIMINAL:
   - TAX EVASION
   - COLLUSION AND BRIBERY
   - MONEY LAUNDERING
   - RACKETEERING

IV. DIRECTORATE:
   - SEQUESTRATION
   - BLACKLISTING
   - CRIMINAL RECORDS
   - NO FUTURE OF EMPLOYMENT

V. RELATED:
   - NEGATIVITY TO FAMILY, INTEREST SUCH AS
     - ROYALSTON
     - SUNWORX
     - WINDFARM

ATTACHMENT: AA.6

Income Statement

Figures in Rand	Note(s)	2008	2007
Revenue	12	84,500,184	84,611,839
Cost of sales		(7,567,354)	(4,992,202)
Gross profit		76,932,830	79,619,637
Other income		-	25,000
Operating expenses		(48,999,958)	(47,667,285)
Operating profit	13	27,932,872	31,977,352
Investment revenue	14	941	1,069
Finance costs	15	(14,309)	(91,380)
Profit before taxation		27,919,504	31,887,041
Taxation	16	(8,097,955)	(9,265,396)
Profit for the period		19,821,549	22,621,645

Income Statement

Figures in Rand	Note(s)	2009	2008
Revenue	15	84,917,208	84,500,184
Cost of sales		(7,078,469)	(7,567,354)
Gross profit		**77,838,739**	**76,932,830**
Operating expenses		(54,716,568)	(48,999,958)
Operating profit	16	**23,122,171**	**27,932,872**
Investment revenue	17	-	941
Finance costs	18	(17,822)	(14,309)
Profit before taxation		**23,104,349**	**27,919,504**
Taxation	19	(6,469,693)	(8,097,955)
Profit for the year		**16,634,656**	**19,821,549**

Statement of Comprehensive Income

Figures in Rand	Note(s)	2010	2009	2008
Revenue	15	81,029,446	84,917,208	84,500,184
Cost of sales		(5,550,318)	(7,078,469)	(7,567,354)
Gross profit		**75,479,128**	**77,838,739**	**76,932,830**
Other income		43,860	-	-
Operating expenses		(70,005,934)	(54,716,568)	(48,999,958)
Operating profit	16	**5,517,054**	**23,122,171**	**27,932,872**
Investment revenue	17	-	-	941
Finance costs	18	(208)	(17,822)	(14,309)
Profit before taxation		**5,516,846**	**23,104,349**	**27,919,504**
Taxation	19	(1,335,904)	(6,469,693)	(8,097,955)
Profit for the year		**4,180,942**	**16,634,656**	**19,821,549**
Other comprehensive income		-	-	-
Total comprehensive income		**4,180,942**	**16,634,656**	**19,821,549**

MD K.G.

LEADING PROSPECT TRADING 111 (PTY) LTD
ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 28 FEBRUARY 2011

Statement of Comprehensive Income

Figures in Rand	Note(s)	2011	2010
Revenue	15	80,714,021	81,029,446
Cost of sales		(5,637,018)	(5,550,318)
Gross profit		**75,077,003**	**75,479,128**
Other income		-	43,860
Operating expenses		(74,756,615)	(70,658,399)
Operating profit	16	**320,388**	**4,864,589**
Investment revenue	17	21	-
Finance costs	18	(1,145)	(208)
Profit before taxation		**319,264**	**4,864,381**
Taxation	19	(176,625)	(1,148,120)
Profit for the year		**142,639**	**3,716,261**
Other comprehensive income		-	-
Total comprehensive income		**142,639**	**3,716,261**
Total comprehensive income attributable to:			
Owners of the parent		142,639	3,716,261

K.G.

501

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0001475	WAKEFORD INVESTMENTS ENTERPRISES CC	WAK001	Payment	07/01/26	0001475	57 000.00	AGO
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Wakeford Investments Enterprises CC

29/07/19 12:42 Page: 1

Prepared by: O H S

Customer Detailed Ledger 01/03/08 to 28/02/09 - Last Year

Date	Entry Type	Reference	Contra Acc. (If Avail)	Description	Debit	Credit	Cumulative
BOS001 : Bosasa Operations (Pty) Ltd							
Opening Balance as at 01/03/08					57 000.00		
10/03/08	CB 7 Receipts	0306		Payment Thank you		57 000.00	0.00
31/03/08	Sales	IN100017		Tax Invoice	57 000.00		57 000.00
02/04/08	CB 7 Receipts	0404		Payment Thank you		57 000.00	0.00
23/04/08	Sales	IN100019		Tax Invoice - VAT 4070165735	57 000.00		57 000.00
07/05/08	CB 7 Receipts	0508		Payment Thank you		57 000.00	0.00
22/05/08	Sales	IN100021		Tax Invoice	57 000.00		57 000.00
06/06/08	CB 7 Receipts	0609		Payment Thank you		57 000.00	0.00
26/06/08	Sales	IN100024		Tax Invoice	57 000.00		57 000.00
30/06/08	CB 7 Receipts	0623		Payment Thank you		57 000.00	0.00
25/07/08	Sales	IN100026		Tax Invoice	57 000.00		57 000.00
31/07/08	CB 7 Receipts	0724		Payment Thank you		57 000.00	0.00
26/08/08	Sales	IN100028		Tax Invoice	57 000.00		57 000.00
04/09/08	CB 7 Receipts	0909		Payment Thank you		57 000.00	0.00
26/09/08	Sales	IN100031		Tax Invoice	57 000.00		57 000.00
06/10/08	CB 7 Receipts	1005		bosasa		57 000.00	0.00
27/10/08	Sales	IN100034		Tax Invoice	57 000.00		57 000.00
31/10/08	CB 7 Receipts	1027		bosasa		57 000.00	0.00
24/11/08	Sales	IN100036		Tax Invoice	57 000.00		57 000.00
12/12/08	Sales	IN100040		Tax Invoice	57 000.00		114 000.00
23/12/08	CB 7 Receipts	1231		Payment Thank you		57 000.00	57 000.00
05/01/09	CB 7 Receipts	0104		Payment Thank you		57 000.00	0.00
27/01/09	Sales	IN100041		Tax Invoice	57 000.00		57 000.00
13/02/09	CB 7 Receipts	0211		Payment Thank you		57 000.00	0.00
25/02/09	Sales	IN100043		Tax Invoice	57 000.00		57 000.00
27/02/09	CB 7 Receipts	0230		Payment Thank you		57 000.00	0.00
Closing Balance as at 28/02/09					0.00		
TOTAL CLOSING BALANCE AS AT 28/02/09					0.00		

---------- End of Report ----------

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KWR230

Wakeford Investments Enterprises CC

29/07/19 12:41 Page: 1

Prepared by: O H S

Customer Detailed Ledger 01/03/09 to 28/02/10

Date	Entry Type	Reference	Contra Acc. (If Avail)	Description	Debit	Credit	Cumulative
BOS001 : Bosasa Operations (Pty) Ltd							
Opening Balance as at 01/03/09					0.00		
24/03/09	Sales	IN100045		Tax Invoice	57 000.00		57 000.00
26/03/09	CB 7 Receipts	0320		bosasa		57 000.00	0.00
24/04/09	Sales	IN100050		Tax Invoice	57 000.00		57 000.00
29/04/09	CB 7 Receipts	0421		Payment Thank you		57 000.00	0.00
15/12/09	Sales	IN100075		Tax Invoice	57 000.00		57 000.00
31/01/10	Sales	IN100076		Tax Invoice	57 000.00		114 000.00
28/02/10	Customer Journals	CJ0201	3150/000	write-off of bad debt		114 000.00	0.00
Closing Balance as at 28/02/10					0.00		
TOTAL CLOSING BALANCE AS AT 28/02/10					0.00		

---------- End of Report ----------

MB F.G.

SOS

KWR231

Wakeford Investments Enterprises CC

29/07/19 12:43 Page: 1

Prepared by: O H S

Customer Detailed Ledger 01/03/09 to 28/02/10

Date	Entry Type	Reference	Contra Acc. (If Avail)	Description	Debit	Credit	Cumulative
DIT001 : Ditlaisego Hickson and Company Pty Ltd							
Opening Balance as at 01/05/09					0.00		
26/05/09	Sales	IN100052		Tax Invoice	57 000.00		57 000.00
28/05/09	CB 7 Receipts	0522		direct transfer		57 000.00	0.00
25/06/09	CB 7 Receipts	0618		Payment Thank you		57 000.00	-57 000.00
25/06/09	Sales	IN100057		Tax Invoice	57 000.00		0.00
24/07/09	Sales	IN100061		Tax Invoice	57 000.00		57 000.00
29/07/09	CB 7 Receipts	0724		Payment Thank you		57 000.00	0.00
25/08/09	CB 7 Receipts	0824		ditlaisego		57 000.00	-57 000.00
25/08/09	Sales	IN100063		Tax Invoice	57 000.00		0.00
25/09/09	Sales	IN100066		Tax Invoice	57 000.00		57 000.00
07/10/09	CB 7 Receipts	1009		Payment Thank you		57 000.00	0.00
23/10/09	CB 7 Receipts	1041		Payment Thank you		57 000.00	-57 000.00
23/10/09	Sales	IN100070		Tax Invoice	57 000.00		0.00
24/11/09	Sales	IN100073		Tax Invoice	91 200.00		91 200.00
30/11/09	CB 7 Receipts	1146		Payment Thank you		91 200.00	0.00
Closing Balance as at 28/02/10					0.00		
TOTAL CLOSING BALANCE AS AT 28/02/10					0.00		

---------- End of Report ----------

100 /C. G.

KWR232

Wakeford Investments Enterprises CC

29/07/19 11:40 Page: 1

Customer Detailed Ledger 01/03/10 to 28/02/11 - Last Year

Prepared by: O H S

Date	Entry Type	Reference	Contra Acc. (If Avail)	Description	Debit	Credit	Cumulative
LIN001 : Leading Prospect Trading 111 Pty Ltd							
Opening Balance as at 01/07/10					0.00		
26/07/10	Sales	IN100082		Tax Invoice	114 000.00		114 000.00
23/08/10	CB 7 Receipts	0815		Payment Thank you		114 000.00	0.00
26/08/10	Sales	IN100084		Tax Invoice	114 000.00		114 000.00
30/09/10	CB 7 Receipts	0900		bad debt		114 000.00	0.00
30/09/10	Customer Journals	CJ0901	3150/000	bad debt	114 000.00		114 000.00
Closing Balance as at 28/02/11					114 000.00		
TOTAL CLOSING BALANCE AS AT 28/02/11					114 000.00		

---------- End of Report ----------

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KWR233

Wakeford Investments Enterprises CC

29/07/19 11:41 Page: 1

Customer Detailed Ledger 01/03/11 to 29/02/12

Prepared by: O H S

Date	Entry Type	Reference	Contra Acc. (If Avail)	Description	Debit	Credit	Cumulative
LIN001 : Leading Prospect Trading 111 Pty Ltd							
Opening Balance as at 01/03/11					114 000.00		
04/03/11	CB 7 Receipts	1225		Payment		114 000.00	0.00
28/03/11	Sales	IN100088		Tax Invoice	114 000.00		114 000.00
01/04/11	Sales	IN100089		Tax Invoice	114 000.00		228 000.00
01/04/11	CB 7 Receipts	1229		Payment		114 000.00	114 000.00
28/04/11	CB 7 Receipts	1234		Payment		114 000.00	0.00
01/05/11	Sales	IN100091		Deleted Tax Invoice	0.00		0.00
23/05/11	Sales	IN100090		Tax Invoice	114 000.00		114 000.00
26/05/11	CB 7 Receipts	MAY.C		Payment		114 000.00	0.00
21/06/11	Sales	IN100092		Tax Invoice	114 000.00		114 000.00
04/07/11	CB 7 Receipts	REC001		pmt frm leading prospect		114 000.00	0.00
25/07/11	Sales	IN100093		Tax Invoice	114 000.00		114 000.00
28/07/11	CB 7 Receipts	REC003		pmt frm leading prospect		114 000.00	0.00
25/08/11	Sales	IN100098		Tax Invoice	114 000.00		114 000.00
02/09/11	CB 7 Receipts	REC009		pmt frm leading pros		114 000.00	0.00
25/09/11	Sales	IN100102		Tax Invoice - SEPTEMBER	114 000.00		114 000.00
11/10/11	CB 7 Receipts	REC014		pmt frm leading prospect		114 000.00	0.00
27/10/11	Sales	IN100104		Tax Invoice - OCTOBER	114 000.00		114 000.00
10/11/11	CB 7 Receipts	REC018		pmt frm leading prosp		114 000.00	0.00
25/11/11	Sales	IN100105		Tax Invoice - NOVEMBER	57 000.00		57 000.00
07/12/11	CB 7 Receipts	REC022		pmt frm leading pros		57 000.00	0.00
16/12/11	Sales	IN100107		Tax Invoice - DECEMBER	68 400.00		68 400.00
22/12/11	CB 7 Receipts	REC023		pmt frm leading pros		68 400.00	0.00
01/01/12	CB 7 Receipts	REC025		trf to marketlink		60 990.00	-60 990.00
25/01/12	Sales	IN100108		Tax Invoice - JANUARY 2011	60 990.00		0.00
25/02/12	Sales	IN100110		Tax Invoice - FEBRUARY	57 000.00		57 000.00
29/02/12	CB 7 Receipts	REC027		pmt frm leading prospect		57 000.00	0.00
Closing Balance as at 29/02/12					0.00		
TOTAL CLOSING BALANCE AS AT 29/02/12					0.00		

End of Report

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KWR234

Wakeford Investments Enterprises CC

29/07/19 11:47 Page: 1

Customer Detailed Ledger 01/03/12 to 28/02/13

Prepared by: O H S

Date	Entry Type	Reference	Contra Acc. (If Avail)	Description	Debit	Credit	Cumulative
LIN001 : Leading Prospect Trading 111 Pty Ltd							
Opening Balance as at 01/03/12					0.00		
26/03/12	Sales	IN100111		Tax Invoice - MARCH 2012	57 000.00		57 000.00
30/03/12	CB 7 Receipts	BCR006		pmt frm leading		57 000.00	0.00
31/05/12	Sales	IN100113		Tax Invoice - APRIL / MAY	114 000.00		114 000.00
04/06/12	CB 7 Receipts	BCR016		pmt frm leading prospect		114 000.00	0.00
25/06/12	CB 7 Receipts	BCR019		pmt frm leading prospect		57 000.00	-57 000.00
25/06/12	Sales	IN100115		Tax Invoice - JUNE	57 000.00		0.00
25/07/12	Sales	IN100116		Tax Invoice - JULY	57 000.00		57 000.00
26/07/12	CB 7 Receipts	BCR024		pmt frm leading		57 000.00	0.00
22/08/12	Sales	IN100118		Tax Invoice - AUG	57 000.00		57 000.00
24/08/12	CB 7 Receipts	BCR028		pmt frm sa biomedical		57 000.00	0.00
13/09/12	Sales	IN100119		Tax Invoice - SEP	85 500.00		85 500.00
13/09/12	Sales Credits	IC100008		Credit Note - IN100119		85 500.00	0.00
13/09/12	Sales	IN100120		Tax Invoice - SEP	85 500.00		85 500.00
14/09/12	CB 7 Receipts	BCR031		pmt frm leading		85 500.00	0.00
25/09/12	Sales	IN100121		Tax Invoice - SEPT	57 000.00		57 000.00
26/09/12	CB 7 Receipts	BCR032		pmt frm leading		57 000.00	0.00
25/10/12	Sales	IN100122		Tax Invoice - OCT	57 000.00		57 000.00
29/10/12	CB 7 Receipts	BCR039		pmt frm leading prospect		57 000.00	0.00
05/11/12	Sales	IN100123		Tax Invoice - NOV	14 250.00		14 250.00
07/11/12	CB 7 Receipts	BCR044		pmt frm leading prospect		14 250.00	0.00
23/11/12	Sales	IN100124		Tax Invoice - NOV	57 000.00		57 000.00
26/11/12	CB 7 Receipts	BCR048		pmt frm leading prospect		57 000.00	0.00
18/12/12	Sales	IN100126		Tax Invoice - NOV	57 000.00		57 000.00
19/12/12	CB 7 Receipts	BCR057		leading prospect		57 000.00	0.00
28/02/13	CB 7 Receipts	BCR072		payment frm leading		57 000.00	-57 000.00
28/02/13	Sales	IN100129		Tax Invoice - FEB	57 000.00		0.00
Closing Balance as at 28/02/13					0.00		
TOTAL CLOSING BALANCE AS AT 28/02/13					0.00		

---------- End of Report ----------

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KWR235

Wakeford Investments Enterprises CC

29/07/19 11:59 Page: 1

Customer Detailed Ledger 01/03/13 to 28/02/14

Prepared by: O H S

Date	Entry Type	Reference	Contra Acc. (If Avail)	Description	Debit	Credit	Cumulativ
LIN001 : Leading Prospect Trading 111 Pty Ltd							
Opening Balance as at 01/03/13					0.00		
06/03/13	Sales	IN100130		Tax Invoice - MARCH	9 120.00		9 120.00
13/03/13	CB 7 Receipts	REC002		pmt frm biomedical		9 120.00	0.00
27/03/13	Sales	IN100131		Tax Invoice - MAR	57 000.00		57 000.00
28/03/13	CB 7 Receipts	REC010		marketlink		57 000.00	0.00
25/04/13	CB 7 Receipts	REC019		pmt frm leading prospect tra		57 000.00	-57 000.00
25/04/13	Sales	IN100133		Tax Invoice - APR	57 000.00		0.00
09/05/13	Sales	IN100135		Tax Invoice - MAY	5 050.01		5 050.01
16/05/13	CB 7 Receipts	REC026		pmt frm leading		5 757.00	-706.99
23/05/13	Sales	IN100139		Tax Invoice - MAY	57 000.00		56 293.01
27/05/13	CB 7 Receipts	REC031		pmt frm leading		57 000.00	-706.99
24/06/13	Sales	IN100141		Tax Invoice - JUN	57 000.00		56 293.01
25/06/13	CB 7 Receipts	REC039		pmt frm leading prospects		57 000.00	-706.99
24/07/13	Sales	IN100145		Tax Invoice - JULY	68 400.00		67 693.01
26/07/13	CB 7 Receipts	REC046		pmt frm leading pros		68 400.00	-706.99
21/08/13	Sales	IN100146		Tax Invoice - AUG	57 000.00		56 293.01
23/08/13	CB 7 Receipts	REC055		pmt frm leading prospect		57 000.00	-706.99
25/09/13	Sales	IN100148		Tax Invoice - SEP	57 000.00		56 293.01
26/09/13	CB 7 Receipts	REC061		pmt leading		57 000.00	-706.99
23/10/13	Sales	IN100152		Tax Invoice - OCT	57 000.00		56 293.01
24/10/13	CB 7 Receipts	REC066		pmt frm leading prospect		57 000.00	-706.99
21/11/13	Sales	IN100154		Tax Invoice - NOV	57 000.00		56 293.01
25/11/13	CB 7 Receipts	REC071		pmt frm leading pros		57 000.00	-706.99
10/12/13	Sales	IN100156		Tax Invoice - DEC	57 000.00		56 293.01
06/01/14	CB 7 Receipts	REC073		pmt frm leading		57 000.00	-706.99
22/01/14	Sales	IN100157		Tax Invoice - JAN	57 000.00		56 293.01
30/01/14	CB 7 Receipts	REC077		pmt frm leading		57 000.00	-706.99
24/02/14	Sales	IN100160		Tax Invoice - FEB	57 000.00		56 293.01
28/02/14	CB 7 Receipts	REC081		pmt frm leading pros		56 293.01	0.00
Closing Balance as at 28/02/14					0.00		
TOTAL CLOSING BALANCE AS AT 28/02/14					0.00		

---------- End of Report ----------

MJ K. G

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KWR236

Wakeford Investments Enterprises CC

29/07/19 12:02 Page: 1

Customer Detailed Ledger 01/03/14 to 28/02/15

Prepared by: O H S

Date	Entry Type	Reference	Contra Acc. (If Avail)	Description	Debit	Credit	Cumulative
LIN001 : Leading Prospect Trading 111 Pty Ltd							
Opening Balance as at 01/03/14					0.00		
24/03/14	Sales	IN100162		Tax Invoice - MAR	57 000.00		57 000.00
25/03/14	CB 7 Receipts	REC005		pmt frm leading		57 000.00	0.00
23/04/14	Sales	IN100164		Tax Invoice - APR	57 000.00		57 000.00
25/04/14	CB 7 Receipts	REC013		pmt frm leading pros		57 000.00	0.00
22/05/14	Sales	IN100166		Tax Invoice - MAY	57 000.00		57 000.00
23/05/14	CB 7 Receipts	REC017		pmt frm leading		57 000.00	0.00
23/06/14	Sales	IN100168		Tax Invoice - JUN	57 000.00		57 000.00
30/06/14	CB 7 Receipts	REC024		leading prospect		57 000.00	0.00
23/07/14	Sales	IN100170		Tax Invoice - JUL	57 000.00		57 000.00
29/07/14	CB 7 Receipts	REC030		pmt frm leading		57 000.00	0.00
25/08/14	Sales	IN100173		Tax Invoice - AUG	57 000.00		57 000.00
27/08/14	CB 7 Receipts	REC036		pmt frm leading prospects		57 000.00	0.00
24/09/14	Sales	IN100176		Tax Invoice - SEP	57 000.00		57 000.00
29/09/14	CB 7 Receipts	REC040		pmt frm leading pros		57 000.00	0.00
23/10/14	Sales	IN100180		Tax Invoice - OCT	57 000.00		57 000.00
29/10/14	CB 7 Receipts	REC034		pmt frm leadingpros		57 000.00	0.00
25/11/14	Sales	IN100183		Tax Invoice - NOV	57 000.00		57 000.00
04/12/14	CB 7 Receipts	REC040		pmt frm leading prospects		57 000.00	0.00
18/12/14	CB 7 Receipts	REC041		pmt frm leading prospects		57 000.00	-57 000.00
25/12/14	Sales	IN100186		Tax Invoice - DEC	57 000.00		0.00
25/01/15	Sales	IN100190		Tax Invoice - JAN	57 000.00		57 000.00
04/02/15	CB 7 Receipts	REC050		pmt frm leading pros		57 000.00	0.00
25/02/15	Sales	IN100193		Tax Invoice - FEB	57 000.00		57 000.00
27/02/15	CB 7 Receipts	REC053		pmt frm leading pros		57 000.00	0.00
Closing Balance as at 28/02/15					0.00		
TOTAL CLOSING BALANCE AS AT 28/02/15					0.00		

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